
AGREEMENT

BETWEEN



BOARD OF EDUCATION

ZION-BENTON TOWNSHIP HIGH SCHOOL
DISTRICT #126
LAKE COUNTY, ILLINOIS
AND THE



ZION-BENTON FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2023-2024
2024-2025
2025-2026
2026-2027

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ARTICLE 1. GENERAL PROVISIONS & MANAGEMENT RIGHTS

1.1. Parties to This Agreement

This Agreement is made and entered by and between the Board of Education of Zion-Benton Township High School District No. 126, Lake County, State of Illinois, hereinafter referred to as the "Board", and the Zion-Benton Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union".

1.2. Definitions

1. Certified Staff Member

All full-time and regular part-time certified staff members, excluding the Superintendent, Assistant Superintendents, Chief School Business Official, Principals, Associate Principals, Assistant Principals, Deans, Directors, Managers, and Executive Directors, and Division Chairs will be referred to as "certified staff members".

2. Classified Staff Employee

All full-time and part-time office, secretarial, clerical employees, instructional aides, program attendants, and paraprofessional employees excluding professional instructional employees, custodial, maintenance, and food service employees, bus drivers, mechanics, and transportation division employees, Director of Technology, Administrative Assistant to the Superintendent, Human Resource Support Specialist, Personnel Specialist, Head Bookkeeper/Office Manager, Payroll Specialist, Benefits Specialist, the Business Office Support Specialist, and all other supervisory, managerial, confidential and short-term employees within the meaning of the Illinois Educational Labor Relations Act, unless specifically referred, will be referred to as "classified staff employees".

3. Employee

All full-time and regular part time certified and classified staff employees shall be collectively referred to as "employees".

4. Regular Part-time Certified Staff

Any certified staff member who is contractually employed by the district and works the same days as all full-time certified staff members but has a reduced assignment will be considered part-time and receive all wages and benefits pro-rata except for leaves which shall be the same in number (prorated in hours) as full-time certified staff members.

Any certified staff member who is contractually employed by the district and who is assigned to work a reduced number of days from that of a full-time certified staff member will be considered part-time and receive all wages and benefits pro-rata.

Any part-time certified staff member shall have his or her initial salary determined in a similar manner as if he or she were employed full-time.

5. Regular Part-time Classified Staff Employee

Any classified staff employee employed by the district and works the same days as all full-time classified staff employees, but has a reduced hourly assignment will be considered part-time and receive all benefits pro-rata except for leaves which shall be the same

number as full-time classified staff employees, however, if the employee is regularly assigned less than eighteen and three-fourths (18.75) hours per week they shall not be eligible for health, medical or life insurance benefits.

Any classified staff employee employed by the district and who is assigned to work a reduced number of days from that of a full-time classified staff employee will be considered part-time and receive all benefits pro-rata, however, if the employee is regularly assigned less than eighteen and three-fourths (18.75) hours per week they shall not be eligible for health, medical or life insurance benefits.

Any part-time classified staff employee shall have their initial hourly wage determined and/or category placement determined in a similar manner as if they were employed full-time.

1.3. Scope and Recognition of Bargaining Unit

The Board hereby recognizes the Union as the exclusive representative, as certified by the Illinois Educational Labor Relations Board in Case No. 96-RS-001 3-C, for all employees, as defined in Section 1.2. After forty (40) consecutive working days as a substitute in the same assignment, substitutes shall become regularly employed teaching personnel and shall be subject to the terms of this Agreement, except for life insurance, flex spending, and short-term disability benefits.

The Board agrees to collectively bargain with the Union over wages, hours, and terms and conditions of employment deemed mandatorily negotiable by the *Illinois Educational Labor Relations Act* and otherwise in accordance with that statute.

1.4. Exclusive Bargaining Rights

All collective bargaining shall be conducted between the Union and the Board and/or its duly authorized agent or representative. The Board shall negotiate with no other individual, group, or organization purporting to represent an employee for himself/herself.

1.5. Management Rights

While it is agreed that the Union has the exclusive right to negotiate for employees, it is also expressly recognized and hereby agreed that:

1. The Board and its agents have and shall retain the exclusive right and responsibility in accordance with the applicable law, rules, and regulations to select and establish the framework of educational policy and projects.
2. This written Agreement between the Union and the Board constitutes the entire agreement between said parties. All matters not specifically covered in this written Agreement are and shall remain the prerogative of the Board for the term of the Agreement and the Union agrees that there shall be no further negotiation for the period covered by this Agreement unless mutually agreed upon.
3. Rules, regulations, and policies of the school may be hereinafter adopted by the Board on matters in accordance with law, not specifically covered by this written Agreement. Such rules, regulations, and policies adopted in the future shall become binding upon each certified staff member.
4. The Board, or its designated agent, shall have the right to address the Union at any meeting held during school time or on school premises. Notification of such right shall be communicated in writing to the Union. Such notification shall be given within a reasonable time in advance of the meeting to be addressed.

ARTICLE 2. EMPLOYEE RIGHTS, RESPONSIBILITIES, AND ASSIGNMENTS

2.1. Academic Freedom – Certified Staff

Certified staff members shall have academic freedom in the District. Academic freedom shall mean that certified staff members are free to present instructional materials that are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Certified staff members shall be entitled to freedom of discussion within the classroom on all matters that are relevant to the subject matter under study and within their area of professional competence. Notification shall be made to the Administration whenever a certified staff member intends to inject into course coverage units that might reasonably be anticipated to be controversial.

2.2. Student Grades - Certified Staff

Certified staff members shall administer the approved marking system or other approved means of evaluating pupil progress. The certified staff member shall maintain the responsibility and right to determine grades and other evaluations of students within the grading policies of the District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without notification to the certified staff member concerning the nature and reasons for such change; and if such a change is made, the person making the change shall assume such responsibility for determining the grade or evaluation and shall initial such change. (*School Code*, Section 10-20.9a)

2.3. Student Discipline - Certified Staff

Certified staff members, administrators, and other resource personnel shall work together in the solution of problems affecting classroom behavior. In the resolution of a particular case, administrators shall consider recommendations made by the certified staff member. The certified staff member shall be informed in writing of the disposition of referred cases prior to or at the time of the return of the student.

2.4. Freedom of Membership

Employees shall have the right to join or not join the Union, and neither party shall discriminate against the employees for their decision.

2.5. Appearance Before the Board

When any employee is required to appear before the Board or any representative or agent thereof at which it reasonably appears in advance that disciplinary action may occur at such meeting, the employee shall be given advance notice of such meeting and shall have the right to have a Union representative accompany him/her to such meeting. Such representative shall be for the purpose of advising the employee of his/her rights, but he/she shall not otherwise participate in such meeting.

2.6. Reduction in Force – Certified Staff

Certified Staff

1. If the Board determines that a reduction in the number of certified staff members employed is necessary, or that a particular type of teaching service should be discontinued, the Board shall remove certified staff members from within the category of position to be reduced or discontinued, based on each certified staff member's placement in 1 of 4 performance evaluation groups in the "sequence of honorable dismissal list." Certified staff members shall be honorably dismissed in group order (i.e., 1-4); with certified staff members in Group 1 the first to be honorably dismissed and certified staff members in Group 4 the last to be honorably dismissed. In the event it is necessary to break a tie between two certified staff members, the certified staff member whose employment contract was signed by the Board President earliest shall be considered more senior. If a tie still exists, the certified staff member who signed his/her employment contract earliest shall be considered more senior. If a tie still exists, the certified staff member with the higher total salary shall be considered more senior. Total salary is defined as the regular year teaching salary plus any regular year athletic, extra-curricular and administrative stipends. If a tie still exists, seniority shall be determined by lot.
2. Any leave granted by the Board in accordance with the rules and regulations of the District shall be counted towards years of continuous service under this Section.
3. Administrators reassigned as certified staff members shall be governed by the provisions of this Section with all years of continuous service in the District being included in the computation of their seniority.

The Administration agrees to discuss reductions of staff affecting certified staff members with the Union President or designee prior to such action being taken.

In the event that legislation is passed that alters the above sequence of dismissal, then upon the demand of either Party upon the other, the Parties agree to reopen this Section, and renegotiate concerning reductions in force for certified staff members.

Classified Staff Employees

If the Board determines it is necessary to effect a reduction in staff of full-time classified staff employees with more than two hundred sixty (260) days of continuous service, such classified staff employees shall be laid off in order of seniority within the appropriate category set forth below, provided the remaining classified staff employees are fully qualified to perform the work.

The categories for purposes of reduction in force are:

1. Twelve (12) month secretarial staff.
2. Ten (10) month secretarial staff.
3. Instructional Aides.
4. Paraprofessionals.
5. Program Attendants.

2.7. Restraint From Political Activity and Profit Taking

The employee shall not involve students during school hours or utilize facilities at any time to promote political candidates or to further partisan political activities. Employees acknowledge their

special role with respect to students and the consequent impropriety of any action to profit from or take improper advantage of that relationship.

2.8. Report of Personal Injury Cases

Employees shall report immediately in writing to their Principal and to the Central Office all cases of assault and/or battery suffered by them in connection with their employment and all facts concerning the incident.

This report shall be forwarded to the Superintendent, on behalf of the Board, who shall comply with any reasonable request from the employee for information in its possession relating to the accident or the persons involved. The Superintendent, on behalf of the Board, shall also act in appropriate ways as liaison between the employee, the parents, the police, and the courts.

2.9. Counsel of Employees

If civil or criminal proceedings are brought against an employee, alleging that he/she committed an assault and/or battery arising out of his/her employment, such employee may request that the Board provide legal counsel. Upon finding that the employee was acting pursuant to Board policy and within administrative guidelines, the Board shall provide legal counsel of its selection to defend the employee in such proceedings through the Circuit Court level. The Board shall not be obligated to provide legal counsel in any appeal brought by the employee beyond the Circuit Court level.

2.10. Continued Medical Assistance

Certified Staff

Whenever a certified staff member is absent from school as a result of personal injury related to employment and has been placed on unpaid leave as a result of said injury, the Board shall continue the certified staff member's previous medical insurance without cost to the certified staff member for the duration of the leave, or until such time as TRS disability insurance benefits are provided, or for a period of eighteen (18) months, whichever shall first occur. The provision of medical insurance by the Board is not a guarantee of continued employment during the benefit period.

Classified Staff Employees

Whenever a classified staff employee is absent from school as a result of personal injury related to employment and has been placed on unpaid leave as a result of said injury, the Board shall continue the employee's previous medical insurance without cost to the employee for the duration of the leave, or until such time as IMRF disability insurance benefits are provided, or for a period of eighteen (18) months, whichever shall first occur. The provision of medical insurance by the Board is not a guarantee of continued employment during the benefit period.

2.11. Personal Injury and Worker's Compensation

Whenever an employee is absent from school as a result of personal injury arising out of and in the course of his/her employment and this injury results in eligibility for Worker's Compensation, the employee shall have the option of:

1. Receiving such Worker's Compensation without salary and without deduction of accumulated sick leave; or,
2. With salary and pro-rata deduction of sick leave, provided the Worker's Compensation payments are endorsed to the Board.

An employee must contact the Company Nurse at 1-855-921-9518 within 72 hours of any work-related incident, unless the employee is rendered incapacitated by the work-related incident and unable to call, in which case this timeframe is extended to the sooner of two (2) weeks or 48 hours after regaining their faculties.

2.12. Notice of Assignment - Certified Staff

The administration shall notify certified staff members in writing of their programs for the coming year as soon as possible.

The administration shall make a reasonable attempt to contact and consult with certified staff members when changes are to be made after June 1. If the change is not acceptable to the affected certified staff member, he/she shall be allowed to resign.

2.13. Limits on Assignments – Teachers

A teacher shall not be required to teach outside the limits of his/her major or minor field of study except by mutual agreement.

2.14. Voluntary Transfer - Certified Staff

Certified staff members wishing to be considered for reassignment must notify the office of the Superintendent, or the designee, in writing by April 1, indicating the reasons for requesting reassignment and the position desired. Approval of the building principal and supervisor involved is a prerequisite for such reassignment. Disapproval based on the above may be appealed to the Superintendent, who shall have the final authority.

2.15. Involuntary Reassignment

Notice of involuntary reassignment within the certified staff member's major or minor field shall be given to the certified staff member within a week of determination by the Superintendent or the Principal. If an involuntary reassignment is made after June 1, said reassignment shall not be made until after there has been a reasonable attempt to consult with the certified staff member.

If the teacher has not for the previous five years taught the subject(s) in the department to which he/she shall be newly assigned, the teacher must successfully complete three (3) semester hours of graduate study in the subject(s) (or the equivalent) as approved by the Superintendent. The tuition for this course work shall be fully paid by the Board, provided such shall not exceed the tuition for such course or its equivalent at Northern Illinois University. This study must be completed within one (1) calendar year of the effective date of the new assignment.

The involuntary reassignment procedures above shall not be applicable to transferring teaching assignments from Zion-Benton Campus to the New Tech Campus. All assignments to the New Tech Campus shall be on a voluntary basis only for all certified staff members working in the District.

Similarly there shall be no involuntary reassignment of Classified Staff from Zion-Benton Campus to the New Tech Campus. All Classified Staff assignments to the New Tech Campus shall be on a voluntary basis only for all Classified Staff working in the District.

2.16. Physical Examinations

A complete physical examination, at the expense of the employee, shall be required before initial employment. The physical examination shall have been completed within 90 calendar days of the

employee's initial start date. Further examinations may be required at any time for good cause, at the expense of the Board.

2.17. Attendance at Assemblies and Other Functions – Classified Staff Employees

Upon written request, a classified staff employee shall be released with pay to attend an assembly in School District 126 in which a child, grandchild, or sibling of the classified staff employee is a participant.

In the interest of school spirit, a classified staff employee wishing to participate in a school assembly may be allowed to do so with pay. Such participation shall be in the sole discretion of the school administration and shall be non-precedential.

Upon request, a classified staff employee shall be released with pay to attend general School District 126 functions in which the classified staff employee is a participant or sponsor or for which the employee is actively involved with the sponsoring group or program.

2.18. Vendor List

As a reference for employees seeking to purchase supplies or equipment, the Business Office shall maintain on the District website a list of vendors who are approved suppliers of such products. This list will be updated annually, as needed, but nothing precludes the District from adding vendors to the list or removing vendors from the list at any time, as it deems appropriate.

ARTICLE 3. UNION RIGHTS

3.1. Listing of Union Officers

The officers of the Union shall be listed in all Employees' Handbooks, if any, provided that a list of such officers shall be provided to the Administration Office no later than June 1.

3.2. Right to Address Employees

The Union President or employee designee shall be allowed a reasonable length of time to address new employees at their first meeting and also the entire staff at their first joint meeting.

3.3. Union Meetings

Union meetings shall be mutually determined by the Union President and the Superintendent. When a Union meeting has been agreed upon and scheduled at least one (1) month in advance, there shall be no school meetings of certified staff members scheduled simultaneously with the Union meeting. Nothing herein shall be construed as allowing an employee otherwise assigned to work to be excused therefrom to attend such meeting.

3.4. Employee Mail Service

The regular intra-district mail service shall be made available to the Union for communications to employees providing that such communications are clearly identified and that the Board incurs no cost in their distribution.

3.5. Bulletin Boards

The Union shall be provided with bulletin board space in each staff lounge for posting information concerning official Union business. No employee except a Union designee shall add or remove material from the bulletin board space allotted to the Union.

3.6. Use of Equipment

The Union shall have the right, with the authorization of the Superintendent or designee, to use school equipment including but not limited to photocopiers, computers, and all types of audio-visual equipment so long as such use does not interfere with the employee's normal duties and such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

3.7. Union Business File

The Board shall permit the Union access to a space for maintaining a business file.

3.8. Distribution of School Policies

A copy of the current School Board Policy Manual shall be maintained electronically and accessible through the District's website. The Union President will be notified of any changes in Board policy.

This notification may be accomplished by sharing the Board meeting agenda at which such policy changes are due to be considered.

(For informational purposes but not as a contractual guarantee, at the time this Agreement was ratified, Board policies can be accessed by visiting <https://www.zb126.org/domain/2323> and clicking "Board of Education Policies," and it will also be added to the "ZBLinks" and "NTZBLinks.")

3.9. School Calendar

The Superintendent shall provide the Union President, upon written request, with a copy of the proposed school calendar at least ten (10) days prior to its scheduled adoption by the Board.

3.10. New Employee Information

The Superintendent or designee shall notify the Union President in writing of all newly hired union eligible employees within five (5) school days of their start date. Such notice shall include the employee's name, location of employment, job position, and salary or hourly or daily wage.

Names, addresses, and a summary of prior experience shall be made available to the Union President upon request.

3.11. Superintendent/Chief School Business Official/Union Meetings

The Superintendent and the Executive Board of the Union may meet at mutually agreeable times to discuss general conditions of the school and any problems which may occur.

The Chief School Business Official and the Executive Board of the Union may meet at mutually agreeable times to discuss general conditions of the school and any problems which may occur.

3.12. Released Time for Union Officers

Union officers and/or elected or appointed representatives shall be granted professional leave, without loss of pay, up to a maximum of fifteen (15) days per school year in total to attend national and/or state organization meetings and/or to attend to Union business. The scheduling of the first ten (10) days each year shall be at the discretion of the Union president. The scheduling of the remaining five (5) days per year shall be by mutual agreement between the Union President and the Superintendent. The Union shall be responsible for all costs relative to attendance at such meetings. The Union shall pay to the District the actual cost of substitutes hired.

The Union President shall have no supervisory assignment, shall teach no more than four (4) instructional periods per day, and shall be released from all teaching assignments during periods seven (7) and eight (8).

Elected or designated Union members may engage in Union activities directly relating to the Union's duties as representative of the employees during the school day, without loss of pay, provided such activities do not infringe upon the members' assigned duties or the duties of any other employee.

3.13. Dues Deduction

1. The Board shall deduct from the pay of each employee membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a written authorization for dues deduction voluntarily executed by the employee. Such

authorization shall continue in effect from year to year unless revoked in writing by the employee. All matters related to membership and dues/fees/assessments will be processed by the Lake County Federation of Teachers.

2. The annual dues shall be pro-rated and deducted from the employees' paychecks starting in October and ending in May, provided the amount to be deducted shall not vary during this period. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use.
3. The Union shall indemnify and save harmless the Board and all its agents and employees from any and all reasonable demands, suits and costs resulting from any reasonable action taken by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

3.14. COPE Deduction

The Board agrees to honor contribution deduction authorization from its employees in the following form (or reasonable likeness):

I hereby authorize the Board of Education to deduct from my salary, during the last pay period in October only, the sum of \$_____ and to forward that amount to the Lake County Federation of Teachers, Committee on Political Education (COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 1 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the COPE are not conditions of membership in the Union or of employment with the District.

3.15. Board Agenda and Minutes

Upon request, the President of the Union or designee shall be given a copy of the agenda for each Board meeting for which an agenda is prepared. The agenda shall be delivered prior to the Board meeting to the Union President or designee at school during the work year of the Union President during any period of time outside the work year of the Union President or designee, the agenda shall be emailed to the home of the Union President or designee. Every reasonable effort shall be made by the Board to email the agenda in a timely enough manner to be received prior to the meeting.

Upon request, the approved minutes of the Board of Education shall be provided to the Union President or designee in the same manner as above.

3.16. FOIA Notification

The Union shall be notified within three (3) business days of the Board's receipt of a *Freedom of Information Act* (FOIA) request that asks for the name, email address, or any part of a home address for any employee(s) covered under the recognition language set forth in Sections 1.2.1 and 1.2.2. This provision shall not be subject to the arbitration step of the grievance procedure.

ARTICLE 4. EVALUATION AND FILES

4.1. Probationary Period

The parties agree that in order to maintain and improve the quality of education in District #126 and to efficiently manage the District, the Board must make full use of its prerogatives during the probationary period. The probationary period is the time set aside for the Board to select what it considers the best person for the position.

Certified Staff

Performing at a minimum or average level shall not necessarily bring about tenure status. During the probationary period of employment, the certified staff member shall be appraised through formal evaluation as to the general level of performance that he/she is achieving.

Classified Staff

The probationary period for classified staff shall be 90 workdays from the employee's initial start date.

4.2. Purpose - Certified Staff

The Board and the Union recognize that the primary purpose of evaluation is to improve instruction and the effective operation of the total school. The evaluator's major concern shall be in, but not limited to, the following areas of instruction with emphasis on subject matter, class preparation, methods of instruction, knowledge of the theories of learning, pupil participation and reaction, pupil-Certified Staff member relationships, effectiveness and cooperation in department and school activities, and self-improvement, initiative, and growth. Any change in the evaluation instrument currently in use shall be developed in cooperation with the Union. It is therefore understood that a formal classroom observation shall be a part of the total evaluation process. The administration shall designate the person or persons who shall be responsible for the supervision and evaluation of certified staff members. However, in the event a certified staff member notifies in writing his/her principal of a problem with an evaluation written by a supervisor, that evaluation shall be reviewed jointly by the certified staff member, principal, and supervisor prior to the written evaluation being considered final and filed in the personnel file.

4.3. Evaluation Procedure - Certified Staff

1. All formal evaluations of certified staff members shall be completed by persons qualified therefore by the State Board of Education. Such a qualified person is hereinafter referred to as "evaluator."
2. By the first day of student attendance, the Superintendent or designee shall inform certified staff members of the evaluation procedures and instruments to be used as well as advising them as to who shall likely observe and evaluate their performance. Certified staff members hired after the start of the school term, shall receive notice no later than thirty (30) days after their contract is executed.
3. Probationary certified staff members shall be observed a minimum of three (3) times during the school year, of which two (2) must be formal observations. Such observations must be completed by the end of the first week in March. Tenured certified staff members who received either an Excellent or a Proficient on their last summative evaluations shall be

observed at least two (2) times in the course of every three (3) school years, of which one must be formal observation. If a certified staff member receives a Basic or Unsatisfactory rating on one or more domains of their first informal observation in that three-year cycle, they will have at least one more informal observation and will be moved to a two-year cycle if their informal rating in one or more domains remains at the Basic or Unsatisfactory level. Tenured certified staff members who received either a Needs Improvement or an Unsatisfactory on their last summative evaluation shall be observed at least three (3) times in the school year immediately following the receipt of such rating. At least two of the observations must be formal. Should the PERA evaluation law change, the parties will reopen and negotiate this Section 4.3.

4. Prior to the observation, the evaluator and the certified staff member shall meet in a pre-conference to discuss the certified staff member's objectives for the lesson to be observed. The evaluator shall make his/her presence known to the certified staff member upon entering the classroom or work area. Each observation shall be for a minimum of 45 minutes; or an observation of a complete lesson; or an observation of a complete class period and usually should commence at the beginning of a class period and end at a natural break in the observation.
5. Following each formal observation, the evaluator shall complete a written evaluation of the observation. Within ten (10) school days of the visitation, the evaluator shall furnish the certified staff member with a copy of the written evaluation and hold a conference with the certified staff member. The evaluation conference shall include a discussion of the written evaluation including strengths and weaknesses, and the evaluator shall make a reasonable effort to identify any deficiencies in the certified staff member's performance and recommend remedial help when appropriate. Both the evaluator and the certified staff member shall date and sign all copies of the written evaluation. The signature of the certified staff member shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the certified staff member is in receipt of a copy of the written evaluation. Failure to adhere to these timelines shall not affect the substance of the evaluation but shall require that another formal observation be conducted within thirty (30) school days.
6. If the certified staff member feels his/her formal written evaluation is incomplete, inaccurate, or unjust, the certified staff member may put his/her objections in writing if submitted within fifteen (15) certified staff member employment days of the certified staff member's receipt of the evaluation. Both the certified staff member and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.
7. A copy of all formal written evaluations and any attached written objections shall be placed in the certified staff member's official personnel file.
8. If required by law, a single overall composite rating of excellent, proficient, needs improvement or unsatisfactory shall be assigned to the certified staff member evaluation by the evaluator at the required intervals.
9. Evaluation Appeals Committee: upon execution of this Agreement, an Evaluation Appeals Committee ("EAC") will be formed with equal representation of Union members, as appointed by the Union President, and Administrators, as appointed by the Superintendent. All EAC members must be "qualified evaluators." The EAC shall be charged with reviewing a tenured certified staff member's submission for an appeal to his/her summative evaluation. The criteria on which the EAC's review will be based shall be determined by the Joint Evaluation Committee by no later than March 1, 2020.

Only tenured certified staff members who receive a Needs Improvement or Unsatisfactory on their summative evaluation may submit an appeal. Each EAC member will have one (1) vote as to whether or not to uphold the appeal. If the appeal is upheld, the petitioning certified staff member's evaluation will be discarded, and the certified staff member shall be allowed to re-do his/her evaluation with a different evaluator. If the appeal is denied, the original summative evaluation shall stand. Should there be a tie vote of the EAC, the Executive Director of Academic Excellence will break the tie.

10. Informal observations will not be conducted during the first 5 student attendance days of the school year or the last 5 student attendance days immediately preceding final exams for the second semester unless it's an invitational informal.

4.4. Consulting Certified Staff Member & Remediation Plans

1. A certified staff member shall be eligible to work as a "consulting certified staff member" provided the certified staff member meets the following criteria:
 - a. Is a certified staff member as defined by this Agreement.
 - b. Has at least five (5) years of teaching experience.
 - c. Has reasonable familiarity with the assignment of the certified staff member to whom he/she may serve as consultant.
 - d. Has received an "excellent" on his/her most recent evaluation.
2. The Superintendent, on behalf of the Board, shall furnish the Union with a roster of all certified staff members qualified as consulting certified staff members whenever the need to select a consulting certified staff member arises. The roster shall include the discipline and/or qualified teaching area of each certified staff member. The Union shall submit to the Administration a selection roster of at least five (5) qualified certified staff members or all such qualified certified staff members if that number is less than five (5), from which the Administration shall select the consulting certified staff member. Should the Union fail to submit a selection roster within ten (10) school days of receipt of the roster of qualified certified staff members, then the Administration may select any consulting certified staff member, provided however that the selected consulting certified staff member is not a newly eligible certified staff member that was unknown to the Union. Any certified staff member may decline to serve as a consulting certified staff member.
3. A consulting certified staff member shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting certified staff member and shall receive as compensation an amount as agreed in advance by the certified staff member, the Superintendent, and the Union.
4. Any tenured certified staff member who receives an overall evaluation composite rating of "unsatisfactory," and the reasons for such rating are deemed remediable, shall be placed upon remediation status. Within thirty (30) school days of being placed upon remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the plan shall include the certified staff member, a qualified evaluator, and a consulting certified staff member. The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the certified staff member's official personnel file and one (1) copy sent to the Union. Should the participants fail to agree on a remediation plan, the administration shall proceed with implementation of its remediation plan and any participant(s) may attach written exception within ten (10) working days.

5. If required by law, any certified staff member on remediation status shall have a mid-point and final evaluation in the ninety (90) school day remediation period. While the consulting certified staff member shall provide advice and counsel to the certified staff member rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, he/she shall not participate in the evaluation of the certified staff member.
6. The Board shall hold harmless the consulting certified staff members from any liability arising from the performance of their duties as consulting certified staff members while acting within the scope of their duties.

4.5. Personnel Files

Certified Staff

1. Only one official Board personnel file shall be kept for each certified staff member. A copy of any non-confidential material added to the official file shall be given to the certified staff member at the time it is added.
2. Each certified staff member shall have the right upon reasonable request to review and copy the contents of his/her official personnel file, except that privileged information such as confidential credentials and related personal references sought at the time of employment are specifically exempt from such review. The certified staff member shall pay for such copies at the rate of five cents (\$.05) per page. The Board may designate an employee to be present during such review and may designate who shall do the copying.
3. Each certified staff member shall have the right to submit communications, letters and memorandums for filing in his/her official personnel file at any time, provided such shall be submitted within thirty (30) days of the event being memorialized or date of receipt of copy of the item which is the subject of the certified staff member's response.
4. Neither a certified staff member's official file nor any of its contents shall be copied, shown, or forwarded to other persons without the certified staff member's permission during his/her service in the school district, provided however, such official file shall be available for use by the Board, the Board's agent, the Superintendent, the certified staff member's Building Principal or Supervisor, or as may be required by Federal and/or State Law or by any court or duly constituted hearing agency or upon subpoena.
5. Only items which have been reduced to writing, signed or initialed by the certified staff member, dated, and placed in the certified staff member's official file may be used for commendatory or disciplinary purposes. In the event the certified staff member refuses to sign or initial the document, it shall be so noted and placed in the file.
6. No information contained in the official personnel files may be removed by any certified staff member except under the auspices and with the approval of the Superintendent or designee. No information contained in the official personnel files may be removed by the Board, the Superintendent, or any agent of the Board without prior written notification to the certified staff member.

Classified Staff Employees

Information contained in the classified staff employee personnel file shall be regarded as confidential and shall not be disclosed to anyone other than Board members, appropriate Board supervisory/administrative personnel, and other appropriate agents of the Board of Education (e.g., legal counsel), except as required by Federal and State law.

Concurrent with anything being placed in a classified staff employee personnel file of an evaluative nature, a copy shall be provided to the classified staff employee, who shall acknowledge receipt of

the same. Such acknowledgment shall not be deemed to be acceptance of the accuracy of the comments contained therein. A classified staff employee may attach dissenting or explanatory material to any item placed in the classified staff employee's file if such explanatory material is submitted within twenty (20) working days of the original material.

A classified staff employee shall be allowed to examine his/her personnel file upon reasonable advance request, provided such does not interfere with the performance of the classified staff employee's duties and that such examination shall occur in the presence of a Board designee. The classified staff employee shall not permanently remove anything from his/her file.

4.6. Discipline

Classified Staff Employees

All discipline shall be progressive. Steps within the progressive discipline shall typically be oral warning, written warning including a conference with the immediate supervisor and/or the Executive Director of Human Resources and Communications, suspension, and dismissal. Suspension without pay shall be for reasonable cause.

Due process shall be afforded each classified staff employee throughout the course of any disciplinary action or actions. Administration shall send notice to the Union President or designee at the time a classified staff employee who may face disciplinary action is called to participate in an investigative interview and, unless the employee requests in writing that no notice be sent, when such individual is called to a disciplinary conference or hearing.

Written warnings shall bear the signature of an appropriate supervisor and shall recommend ways for the classified staff employee to correct the violation or problem about which the warning is addressed. A written warning shall be removed from the file and shall not be held against the classified staff employee if no further problems occur with the same or similar offense within two (2) calendar years of the event giving rise to the written warning.

A hearing before the Board or a Board appointed Hearing Officer shall be held prior to any suspension without pay or dismissal; reasons for the recommended disciplinary action shall be presented to the classified staff employee for whom discipline is contemplated in writing no later than one week prior to the hearing. The classified staff employee shall have the right to be represented by a person of his or her choosing at the hearing.

Certified Staff Employees

Administration shall send notice to the Union President or designee at the time a certified staff employee who may face disciplinary action is called to participate in an investigative interview and, unless the employee requests in writing that no notice be sent, when such individual is called to a disciplinary conference or hearing.

4.7. Evaluation - Classified Staff Employees

Formal evaluation of classified staff employees shall be the responsibility of an appropriate administrator(s) or designated supervisor. Formal evaluations shall be completed at least once every two years. The evaluated classified staff employee shall receive a copy of the results of such evaluation within seven (7) working days of the evaluation conference.

Upon request of the Union, an evaluation committee shall be formed consisting of an equal number of classified staff employees appointed by the Union President or designee and by the Superintendent or designee to review evaluation forms and procedures and to make any recommendations for their revision. The foregoing sentence shall not be construed as rendering

the evaluation form or the procedures thereunder as part of this Agreement or mandatorily negotiable unless otherwise required by law.

ARTICLE 5. LEAVES

5.1. Sick Leave

Sick leave shall be interpreted to mean personal illness, doctor’s appointments, mental health complications, quarantine at home, or illness or death in the immediate family or household. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Immediate family shall include the employee and the employee’s parents, spouse, domestic partner, brothers, sisters, children, stepchildren, grandparents of either the employee or the employee’s spouse, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The District requires a certificate after an employee uses three (3) consecutive workdays of sick leave and may require a certificate as it deems necessary in other cases. If the District does require a certificate as a basis for pay during leaves of less than three (3) consecutive days for personal illness, the District shall pay the expenses incurred by the employee in obtaining the certificate.

Certificates can be obtained for the purpose of the above documentation from a physician licensed to practice medicine or surgery, a licensed chiropractic physician, a licensed advanced practice registered nurse, a licensed physician assistant, a licensed mental health professional providing ongoing care or treatment to the employee, or, if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee’s faith.

Except in extenuating circumstances as mutually agreed upon by the Superintendent and Union President, annual sick leave allotment shall not be awarded to an employee who ended the prior school year on a leave of absence until such time as the employee returns to active duty. Any awarding of days in such a circumstance would be non-precedential.

Classified Staff Employees

Each classified staff employee shall receive sick leave days as follows.

<u>YEARS</u>	<u>1-3</u>	<u>4-8</u>	<u>9+</u>
12-month Secretaries	12	13	15
10-month Secretaries	10	12	15
Instructional Aides	10	12	15
Paraprofessionals	10	12	15
Program Attendants	10	12	15

Unused sick leave may accumulate to a maximum of two hundred forty (240) days.

Certified Staff

Every full-time certified staff member shall, without deduction in pay, be entitled to at least ten (10) days sick leave per year. Sick leave (leave necessitated by personal illness, quarantine at home, or serious illness in the immediate family) shall be cumulative as follows:

- From 1st through 3rd years at Z-B - 10 days per year,
- From 4th through 8th years at Z-B - 12 days per year,
- Beginning with the 9th year at Z-B - 15 days per year,

To a limit of three hundred fifty-five (355) days.

5.2. Bereavement Leave

Each employee shall, without deduction in pay, be entitled to five (5) days bereavement leave, for each death in the immediate family, which shall be used within 60 days following the passing of the qualifying family member. Immediate family shall be the same as defined in Section 5.1 above. Unused bereavement leave does not accumulate.

The *Family Bereavement Leave Act* ("FBLA") provides certain qualifying employees unpaid bereavement leave resulting from the death of a covered family member (defined in the law) or from a miscarriage, an unsuccessful reproductive procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth. To the extent a bereavement leave qualifies under the FBLA and this Agreement, employees will be deemed to have chosen to use the paid days under this Section concurrently with their FBLA leave.

Each leave for a death outside the immediate family is subject to the discretionary and non-precedential approval of the Superintendent.

5.3. Personal/Emergency Leave

Every full-time employee shall be granted two (2) days of personal/emergency leave per year.

If, in a given year, an employee uses less than two (2) days of personal/emergency leave, the first such unused day or unused portion(s) thereof shall be cumulative as personal/emergency leave to a maximum of four (4) days; the second such unused day or unused portion(s) thereof shall accumulate as sick leave. That is, if an employee uses exactly two (2) half-days of personal/emergency leave in a given year, zero (0) days would accumulate as personal/emergency leave, and (1) day would accumulate as sick leave, up to the respective contractual maximums. Unused personal/emergency leave beyond four (4) days shall be converted to accumulated sick leave at the end of the school year. Upon retirement, unused personal/emergency leave shall be converted to accumulated sick leave.

1. Personal/emergency shall be defined as a personal or business situation which cannot be attended to at any other time. The employee shall not be required to state the reason for this personal/emergency leave.
2. This leave may not be used during the opening or closing days of the school year. In general, this shall be interpreted to mean the first and last two (2) weeks of the school year. Exceptions shall be made only under extreme circumstances, such as a mandatory court appearance, tornado or flood damage to a home, etc.
3. Request for this leave shall be made at least two (2) days in advance, unless circumstances make this time limitation impossible. In such cases, the request must be made at the earliest possible date or time. Lack of pre-notification when it could have been made may void the use of personal/emergency leave.
4. Personal/emergency leave may not be used as an addition to sick leave or for purposes of recreation or vacation.

Personal/emergency leave may not be used prior to or following a school vacation unless, in the judgment of the Superintendent, special circumstances make its use legitimate and/or unavoidable.

5.4. Unpaid Leave (Non-Disability/Pregnancy/Adoption/Etc.)

Classified Staff Employees

A classified staff employee shall be eligible for an unpaid leave of absence, subject to the following:

1. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated onset of the leave, and subject to the approval of the Board of Education.
2. The classified staff employee and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain.
3. Sick leave shall not be applicable during the period of the leave but may be used during any period of illness or disability immediately preceding the leave. Any accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and return to employment in the District.

Certified Staff

Upon written application, an unpaid leave of absence may be granted to any tenured certified staff member in the District. As a condition of such leave, the certified staff member shall give written notice not later than February 1 of intent to return to full-time duty. The absence of such notice will be deemed a resignation by the certified staff member.

Nothing in this Section shall be construed as requiring any certified staff member to apply for an unpaid leave of absence. A non-tenured certified staff member or a tenured certified staff member not desiring an unpaid leave of absence may utilize accumulated sick leave during any period of temporary disability. If such certified staff members exhaust their accumulated sick leave, they shall be granted an unpaid leave during the period of temporary disability. Such certified staff member shall return to employment immediately following the termination of such temporary disability.

As used in this Section, "school term" is that portion of the school year when school is in session.

A tenured certified staff member shall receive an unpaid leave of absence upon request subject to the conditions hereinafter set forth. Such leave may be used during and after any period of temporary disability or following the use of sick/parental leave during any period of temporary disability. The leave is subject to the following conditions:

1. The tenured certified staff member shall make written request to the Superintendent or designee for unpaid leave of absence at least three (3) months prior to the onset of the requested leave, but not less than one (1) month prior to the end of the school term, if at all possible.
2. In cases of pregnancy, the tenured certified staff member shall provide a written statement from an obstetrician/physician indicating the expected date of delivery.
3. The Superintendent or designee and the tenured certified staff member shall agree on the dates of commencement and termination of the leave, taking into consideration maintenance of continuity of instruction (e.g., grading periods), the needs of the tenured certified staff member, and other pertinent medical-related and time factors. The unpaid leave of absence shall not exceed the balance of the school term in which it commences or, in the case of a leave of absence that begins in the second semester of a school term, the balance of that school term plus one (1) additional school term. Any unpaid leave of absence that commences during the summer recess is deemed to begin at the start of the ensuing school term and is limited to that one ensuing school term (i.e., a leave beginning

in the summer does not result in a 2-school-year absence). Every effort shall be made to have the unpaid leave of absence terminate immediately prior to the start of a new school term.

4. Sick leave shall not be applicable during any unpaid leave of absence. Any accumulated sick leave available at the commencement of the unpaid leave of absence shall be available to the tenured certified staff member upon return to employment.
5. Earned insurance benefits normally provided by the Board shall not be applicable during any unpaid leave of absence, except that, with the consent of the carrier and at the tenured certified staff member's sole expense, the tenured certified staff member may maintain insurance benefits while on an unpaid leave of absence. Where the unpaid leave of absence commences or terminates during the course of a school term, available Board-paid earned insurance benefits for that portion of the school term worked by the certified staff member shall be computed pro-rata. (Example: A certified staff member who works one (1) semester shall receive six (6) months of Board-paid earned insurance benefits.)
6. Any tenured certified staff member who works ninety (90) or more days of the school term is entitled to such advancement in salary as the tenured certified staff member would have had if the unpaid leave of absence had not occurred.
7. For a school term to count toward the attainment of tenure, the non-tenured certified staff member must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for the purposes of determining whether the non-tenured certified staff member has been employed for the period of time necessary to attain tenure, provided that the non-tenured certified staff member actually teaches or is otherwise present and participating in the District's educational program in the following school term. The granting of such leave to any non-tenured certified staff member shall not constitute a precedent for the granting or withholding of leave to any other certified staff member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured certified staff member to apply for such leave or to accept the conditions established therefore.
9. As a condition precedent to the granting of an unpaid leave of absence of four (4) calendar months or more, the certified staff member shall deposit either cash or a bank/cashier's check made payable to the District, into a District escrow account ("Liquidated Damages"). If the certified staff member takes a leave of absence for educational attainment in the educational field, the certified staff member shall remit an amount of Five Hundred Dollars (\$500.00) into the District escrow account. If the certified staff member takes a leave of absence for other reasons such as outside employment, then the certified staff member shall remit an amount of Two Thousand Dollars (\$2,000.00) into the District escrow account. No certified staff member shall be required to provide a deposit for any medical-related leave. In the event the certified staff member fails to return to the employ of the District after the requested period of leave, unless the failure to return is due to death, or permanent disability, the certified staff member shall forfeit the Liquidated Damages to the District.
10. The Board shall indemnify and hold harmless the Union, its affiliates, members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the Board or a certified staff member as a result of the requirements of the promissory note or an executed promissory note. In the event of a dispute arising out of the requirement of the promissory note or an executed promissory note, a party may proceed to expedited arbitration which shall result in a binding and final decision.

11. A certified staff member who has been granted an unpaid leave of absence shall not become eligible for a subsequent unpaid leave of absence unless and until such certified staff member has returned to full-time service for at least one (1) year, provided that the Board may grant such a subsequent leave in its sole and absolute discretion. The granting or withholding of such a subsequent leave has no precedential effect.

5.5. Parental Leave

Following the birth of an employee's child or adoption, placement for adoption, or the acceptance of a child in need of foster care, a full-time employee may use up to 30 days of paid leave (or more if there is a qualifying medical need). The Board shall grant the employee paid personal leave days for the first 20 days of parental leave. The employee may use an additional 10 days (or more if there is a qualifying medical need) of sick leave, if accumulated. This leave will run concurrently with FMLA leave but not on an intermittent basis. Nothing in this section shall limit or preclude an employee's right to take their full leave as allowed by FMLA law, if eligible. If an employee does not have enough paid leave days accumulated to get to 30 total days of parental leave, the employee will be granted unpaid personal leave days sufficient to enable them to take 30 days of leave for the parental purposes outlined in this section. For a second parental leave, the employee will be granted only 10 paid parental leave days, and no additional days will be granted for a third or subsequent parental leave.

5.6. Advancement in Salary - Certified Staff

Any certified staff member who receives paid leave and/or is active at work for ninety (90) or more days of the school term prior to the commencement of an unpaid leave of absence, following the termination of an unpaid leave of absence, or a combination of before and after an unpaid leave of absence in the same school term shall be entitled to advancement in salary as the certified staff member would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for salary advancement.

5.7. Jury Duty Leave

An employee who is required for jury duty, or is subpoenaed in criminal proceedings, shall be granted the time without loss of pay. The employee shall give to the District any pay, less travel and other documented allowances, received for service as a juror or witness.

5.8. Military Leave

Employees shall be given leave of absence for duty in one of the uniformed services, in accordance with State and Federal law. (Applicable laws: *Uniformed Services Employment and Reemployment Rights Act of 1994*, 38 USC 4301 et seq; *School Code*, 105 ILCS 5/10-20.7b, 5/24-13.1; *Municipal Employees Military Active Duty Act*, 50 ILCS 12/1 et seq.; and the *Public Employee Armed Services Rights Act*, 5 ILCS 330/1 et seq.)

5.9. Partial Leave Day

Leaves of absence with pay shall be computed in units of fifteen (15) minutes or major fraction thereof.

5.10. Special Leave Policy - Certified Staff

Whenever a certified staff member is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, the certified staff member shall be paid full salary for the period of absence up to six (6) months or the remainder of the school year, if necessary, whichever is the longer, without having the absence charged against the certified staff member's annual sick leave or accumulated sick leave. To receive advantage of this benefit, the certified staff member shall not be found guilty of said assault and/or battery by a court of competent jurisdiction and said certified staff member shall apply for worker's compensation and/or disability benefits from the Teachers Retirement System ("TRS"), and any amount of salary paid pursuant to this Section shall be reduced by the amount of worker's compensation award for temporary disability due to the said assault and/or battery injury for the period for which such salary is paid. This provision shall not apply if: (1) the District would incur an "excess sick leave contribution" from TRS by virtue of paying the certified staff member a full salary without having the absence charged against the certified staff member's annual sick leave or accumulated sick leave; or (2) at the time of the injury, the certified staff member is within two years of retirement and the days to be paid by the Board would not be recognized by TRS for service credit under the "3-Step Formula." In the event either condition exists, the Union and the Administration shall meet to discuss and work toward mutual resolution, on a case-by-case basis, the cost of the excess sick leave contribution for the Board and the impact on the certified staff member if he or she must use his/her own sick leave days. The Board shall have the right to have the certified staff member examined by a physician designated by the Board for the purpose of establishing the point at which the certified staff member is able to return to duty.

5.11. Special Leave Policy - Classified Staff Employees

Whenever a classified staff employee is absent from school as a result of personal injury caused by a battery arising out of and in the course of his/her employment, the classified staff employee shall be paid full wages for the period of absence up to ninety (90) calendar days or the remainder of the school year, whichever occurs first, without having the absence charged against the classified staff employee's annual sick leave or accumulated sick leave. To receive advantage of this benefit, the classified staff employee shall not be found guilty of said battery by a court of competent jurisdiction and said employee shall apply for worker's compensation and/or disability benefits from the Illinois Municipal Retirement Fund, and any amount of wages paid pursuant to this Section shall be reduced by the amount of workers compensation award for temporary disability due to the said battery injury for the period for which such wages are paid. The Board shall have the right to have the classified staff employee examined by a physician designated by the Board for the purpose of establishing the point at which the classified staff employee is able to return to duty.

The foregoing shall not apply if the classified staff employee has in any respect not adhered to any pertinent policy of the Board of Education or to the specific direction of an administrator relating to the events giving rise to the battery.

ARTICLE 6. WORKING CONDITIONS

6.1. School Term – Certified Staff

The school term shall consist of one hundred eighty-five (185) school days, of which one hundred eighty (180) shall be certified staff member workdays and five (5) shall be emergency days. Any unused emergency days shall not become certified staff member workdays but shall be deleted from the school calendar.

6.2. Workday - Certified Staff

1. Certified staff members shall be required to report to their teaching or assignment station at least ten (10) minutes before the first class begins, except that such reporting time for Early Bird teachers shall be five (5) minutes. Teachers who have a preparation period scheduled during the first period of the day must be present in the building at least ten (10) minutes before and until the first class begins. Teachers who have a preparation period scheduled during the final period of the day must be present in the building at the conclusion of the final period of the day. Certified staff members shall not be required to remain after students have cleared the building at the end of the school day, except as the certified staff member or administration shall reasonably deem necessary for the completion of professional responsibilities or as is necessary for meetings with administrators, parents or students.
2. Certified staff members shall be required to attend, unless given administrative leave, no more than two (2) formally scheduled district-wide parent/teacher conference or open house times which extend beyond the normal school day and into the evening, one (1) in the fall semester and one (1) in the spring semester. Such conferences shall be scheduled to end by 8:30 p.m., providing this shall not obviate certified staff members from remaining until all conferences are completed. There shall be a minimum of four (4) days as compensation for the two (2) formally scheduled District-wide parent/teacher conferences where certified staff members are released at least forty-seven (47) minutes early on each. The dates of these compensation days shall be mutually agreed upon between the Superintendent and the Union President. Additionally, certified staff members shall schedule individual conferences with parents as the need arises throughout the year upon the request of the certified staff member, parents, or the administration.
3. The Principal or designee shall not have the latitude in special situations to allow certified staff members to leave the building early without loss of sick time or personal leave time.
4. The school schedule shall consist of:

- 47 minute class periods
- 46 minute combination class periods (consecutive)
- 45 minute early bird period
- 21 minute advisory period
- 21 minute AB periods
- 5 minute passing periods
- 4 minute passing between A/B periods

Schedule				
EB Teachers	6:55			
EB	7:00	to	7:45	(45)

Reg. Teachers	7:40			
1	7:50	to	8:37	(47)
2	8:42	to	9:29	(47)
3	9:34	to	10:21	(47)
4A	10:26	to	10:47	(21)
4B	10:51	to	11:12	(21)
5A	11:17	to	11:38	(21)
5B	11:42	to	12:03	(21)
6A	12:08	to	12:29	(21)
6B	12:33	to	12:54	(21)
7*	12:59	to	1:46	(47)
8	1:51	to	2:38	(47)

* Teacher lunch for those with classes 4th, 5th and 6th.

The specific starting time of the day and the specific ending time of the day may be adjusted by the Board, but any such adjustment shall maintain the equivalent number of working hours for each certified staff member.

Each teacher shall be assigned a regular workload of:

- a. five (5) class periods of forty-seven (47) minutes each (46 minutes if the class is 4th, 5th, or 6th period)
 - b. one (1) supervision period of forty-seven (47) minutes (46 minutes if the supervision is 4th, 5th or 6th period)
- or
- one (1) advisory period of twenty-one (21) minutes.
- c. one (1) duty free preparation period of forty-seven (47) minutes (46 minutes if the preparation is 4th, 5th, or 6th period)
 - d. one (1) duty free lunch period consisting of not less than thirty (30) consecutive minutes, including nine (9) minutes passing time.

No formal supervisory assignments shall be made during the passing periods except under temporary emergency circumstances.

5. Departures in time of more than thirty (30) minutes from the above schedule, including but not limited to double shifts or back-to-back shifts, shall be negotiated between the parties.
6. Acceptance of an Early Bird Teacher Day assignment shall be voluntary on the part of each teacher. Early Bird Teacher Day shall end one (1) period early.
7. Responsibilities during a supervision period will be assigned by the building principal and may include study hall, academic labs, or intervention guided study labs.

The workday at the New Tech High @ Zion-Benton East campus will be structured at the discretion of the board, which may include a block or modular schedule of the workday. All other terms and conditions for the New Tech High @ Zion-Benton East campus shall be bargained consistent with the terms of the Letter of Understanding dated January 31, 2007, between the Union and the Board.

6.3. Extra-Curricular Assignments

A reasonable effort shall be made to fill extra-curricular positions on a voluntary basis, including sports positions. However, if a qualified volunteer is not available, the Superintendent or designee shall have the right to assign a certified staff member. The Union agrees to assist the Superintendent or designee in the recruitment process for extra-curricular posts, as requested. The assigned certified staff member shall not be assigned to the same assignment two (2) consecutive years, without mutual consent.

6.4. Voluntary Internal Substitution - Certified Staff

Substituting shall be voluntary, except in emergency as determined by the Superintendent or designee.

6.5. Posting of Vacancies - Certified Staff

During the school term, notice shall be given of any promotional or extra-curricular vacancies via email prior to permanently filling the position. At other times the postings shall be made for three (3) consecutive business days on the employee bulletin board in the mailroom.

6.6. Promotions - Certified Staff

The Board shall have the sole responsibility to promote certified staff members to positions outside the bargaining unit.

6.7. Advisory Program - Teachers

1. **Content:** The parties recognize that the various topics discussed during the advisory period may be subject to change in content.
2. **Lead Advisor Committee:** A Lead Advisor Committee shall be appointed to develop and recommend standardized, learning enhancement curriculum (including but not limited to study skills, test taking strategies, organizational skills, substance abuse awareness) for implementation in advisory periods and to develop an evaluation instrument for use with advisors, subject to approval by the Superintendent.
 - a. **Composition:** The Committee shall be composed of eight (8) teacher/counselor members who shall be designated as Lead Advisors. The teachers who serve on this committee also will serve as Advisors. Up to two (2) additional members will be administrators, appointed by the Superintendent. No more than four (4) members will be counselors. The balance of the committee shall be teachers. The Union shall present to the Superintendent a slate of 12 persons to fill the counselor and teacher positions from which the Superintendent will select the Committee members.
 - b. **Curriculum:** Curriculum materials may be developed through curriculum writing projects or determined by the administration. The Lead Advisors will modify and adapt the provided curriculum as needed throughout the year. The District shall provide additional funding for curriculum development for the Lead Advisor Teams at the discretion of the Superintendent or designee.
 - c. **Stipend:** An annual stipend as designated in the Miscellaneous Stipend Schedule shall be paid to the Lead Advisor Committee members.

3. **Training:** The Lead Advisor Committee shall conduct informal visits into advisories, serve as a mentor/coach to respective advisors, and meet once per month prior to the general advisory meeting to develop the advisory meeting agenda. In-service programs for Advisors may be conducted throughout the school term as the need arises. In-service programs shall not exceed sixty (60) minutes in length and no more than ten (10) such programs shall be scheduled in any single school term.
4. **Appointment and Commitment:** Openings for Advisors and Lead Advisors shall be posted annually for appointment by the administration. All teachers in the bargaining unit shall be available to be Advisors, with the following exceptions:
 - a. School Nurse
 - b. Counselors

Advisors shall be appointed on a volunteer basis. In the event there are an insufficient number of volunteer Advisors, Administration may appoint Advisors. Each Advisor shall serve for a period of one academic year.
5. **Evaluation:** The Lead Advisor Committee shall develop an evaluation tool, subject to the Superintendent's approval, to assess the performance of the Advisors in the advisory assignment only. The performance of teachers as Advisors, with the exception of being on duty during the required advisory period, shall have no effect on the summative evaluation of the teacher.

The Board recognizes that Advisors are not trained counselors and, thus, cannot be held to standards normally attributed thereto. The evaluation developed for Advisors shall take this into consideration. The evaluation may be conducted annually by an administrator designated by the Superintendent. Such evaluation shall be discussed with, and given to, the Advisor in a conference as requested by either the administrator or the advisor. The evaluation shall not be placed in the Advisor's personnel file unless a written request to do so, signed and dated by the Advisor, is attached to the letter.
6. **Student Assignment:** As physical space permits, the Board shall make an earnest effort to hold down the number of students assigned to each Advisor.

6.8. Work Schedule - Classified Staff Employees

The normal workweek shall consist of thirty-seven and one-half (37.5) hours per five (5) day work week, exclusive of lunch. Classified staff employees shall also be entitled to a fifteen (15) minute break for each three (3) consecutive full hours of employment per day. The normal workday is 7:00 a.m. to 4:00 p.m., except as duties may otherwise reasonably require. In any case, it is understood that there are numerous classified staff employees who routinely do not follow the hours of the normal workday.

In the event that the Board determines either that the needs in an area have changed, or that services should be delivered at different times, the Board shall use the following methods to fill the resulting staffing shift necessitated by the change.

1. Volunteers shall be sought from bargaining unit personnel within the affected area and classification to shift their assigned work hours; this may be done through "whole classified staff employees" shifting hours, or rotation among all or some of the classified staff employees in the affected area and classification. If more classified staff employees volunteer than are needed for the change, then the Board shall have discretion in selection of classified staff employees from those that volunteer.

As compensation for classified staff employees hired before the execution date of this Collective Bargaining Agreement, any selected classified staff employee(s) who volunteers to shift hours on a regular basis when that shift results in a schedule beyond 5:00 p.m., such classified staff employee(s) shall be paid a premium of five percent (5%) per day's wages in addition to regular pay for each shift lasting beyond 5:00 p.m. This premium shall begin on the eleventh (11th) such workday of each school year. Premium pay shall not be applicable to occasional changes in schedule when hours are traded in exchange for work after 5:00 p.m. or when overtime is paid for such hours. Such occasional hours shall not be computed in the eleventh (11th) day described in the second preceding sentence.

2. If an insufficient number of classified staff employees volunteer to fully address the needed change, the Board shall consider if the same goals can be met through use of non-bargaining unit personnel, and the Board shall determine if this method is desirable.
3. If the Board decides that the needed change cannot or should not be fully addressed through use of non-bargaining unit personnel, the Board may involuntarily shift the hours of any bargaining unit classified staff employee hired after the execution date of this Collective Bargaining Agreement. That is, the Board shall have the right to shift the hours of these classified staff employees without limit, and the Administration shall make that right known to such classified staff employees upon onset of employment with the District. The Administration shall give any such shifted classified staff employee two (2) full calendar weeks written notice of such a time shift.
4. If an insufficient number of classified staff employees hired after the execution date of this Collective Bargaining Agreement are available to have time shifted to address the needed change, then the Board may involuntarily shift the time without limit of one (1) paraprofessional hired before the execution date of this Collective Bargaining Agreement. This shall be the paraprofessional with the least seniority. The Administration shall give any such shifted classified staff employee two (2) full calendar weeks written notice of such a shift. This classified staff employee shall be entitled to the premium pay cited in paragraph 1, if applicable.

However, if two (2) paraprofessionals are hired after the execution date of this Collective Bargaining Agreement (and the second is not a replacement for the first), then the Board shall no longer involuntarily shift without limit any classified staff employee hired before the execution date of this Collective Bargaining Agreement, and any such classified staff employee already shifted shall have the right to return to the former time schedule.

5. The Administration may involuntarily shift the work schedule of bargaining unit classified staff employees, on the basis of inverse seniority in the district, from among those who work in the affected area and classification. The total shift of these classified staff employees shall be no greater than one-half (1/2) hour in any direction. The classified staff employee shall have two (2) full weeks written notice of the change. The length of the lunch period shall not be involuntarily changed.

6.9. Courtesy and Respect

Whenever feasible, sensitive and potentially critical discussions with employees will not be held in the presence of students or other employees.

6.10. Potentially Dangerous Situations

To the extent possible without interfering with a pending investigation and consistent with student records confidentiality laws, when a significant and/or potentially dangerous situation occurs on any

District 126 property or involving any District 126 student, the administration will notify all District employees prior to the start of the following school day.

6.11. Work Year – Classified Staff Employees

Twelve-month secretaries hired on or after July 1, 2004 shall be paid for 1,920 hours per year. Twelve month secretaries hired before July 1, 2004 shall be paid for 1,836 hours per year.

Ten-month secretaries shall be paid for 1,530 hours per year; the work year for these employees shall include a number of days equal to 1,524-1,530 hours, 1,530 being the maximum number of hours worked per year. The report date for ten-month employees will be determined by the need of the office in which they work. That report date will be created in consultation with the Union President or designee and shall be communicated with impacted employees via written notice no later than March 1 of the prior school year. The number and days worked for ten-month employees shall use the definition of 1,530 hours if the employee comes within 1-7 hours of 1,530 on their final day of work for the school year.

Secretarial employees may be asked to be on duty on days when students may be recessed for regularly established vacation purposes. Such work days shall not be in conflict with legal school holidays as defined in the *School Code* and under holidays elsewhere in this Agreement.

Instructional Aides and Program Attendants shall be paid for 1,350 hours per year, which is seven and one-half (7-1/2) hours per day for one hundred eighty (180) days. Instructional Aides shall typically work the same days that certified staff members work and shall report unless specifically told not to report by an administrator. District administration will email a draft schedule to each Instructional Aide and Program Attendant at least five (5) business days before their report date. However, the Administration reserves the right to modify that schedule and will notify the employee in writing at least two (2) school days prior to any such change. This schedule does not restrict the District from requesting or directing Instructional Aides, Program Attendants, or Bilingual Aides to adjust their schedule in emergency situations or day-to-day substitute situations.

Paraprofessionals shall be paid for 1,350 hours per year, which is seven and one-half (7-1/2) hours per day for one hundred eighty (180) days. Paraprofessionals shall typically work the first day of certified staff member attendance of the school term, all student attendance days, and three (3) additional days. If these additional days are before the start of the school term, paraprofessionals shall be notified in writing by March 1 of the preceding school year. A paraprofessional employee hired after the notification date shall receive written notice of the alternate starting date within ten (10) working days after beginning employment with the District.

At the discretion of the Chief School Business Official, shortened student day hours may be given off with pay.

During the work schedule, any and all time away from the job which exceeds the lunch or break time will be considered unpaid time. The classified staff employee's absence must be entered in the District's timekeeping system and approved by the immediate supervisor for these instances.

6.12. Holidays – Classified Staff Employees

Each classified staff employee who qualifies* for holiday pay shall be granted the day off with pay for the regular established school holidays listed below. This holiday pay shall be in addition to the defined paid work year found elsewhere. If school is in session on any of these days, the holiday is automatically canceled. *(Qualification for holiday pay shall be indicated in the employee's Conditions of Employment document. It is agreed that any changes to an existing staff member's Conditions of Employment document require mutual agreement between the Superintendent and Union President.)

Classified staff employees called to work for any of these days shall be paid at an overtime rate provided school is not in session. Overtime rate of pay is established at a rate equal to one and one-half (1-1/2) times the regular hourly rate of pay.

A classified staff employee who qualifies for holiday pay will lose their holiday pay if they are not present the last working day before and the first working day after said holiday. If the qualifying classified staff employee is ill and the illness is substantiated by a doctor's statement, payment for the holiday will be made.

Whenever the legal holiday July 4th, Christmas Eve Day, Christmas Day, or New Year's Day falls on a Saturday or Sunday, either the following Monday or the preceding Friday will be granted off with full pay provided school is not in session.

- | | |
|--------------------------------------------------------------------|----------------------------------------------------------|
| 1. Labor Day | 8. Independence Day - July 4th (12-month employees only) |
| 2. Veteran's Day | 9. Columbus Day |
| 3. Thanksgiving Friday | 10. Thanksgiving Day |
| 4. New Year's Day | 11. December 24 |
| 5. President's Day | 12. December 25 |
| 6. School Holiday (Good Friday or mutually agreed upon substitute) | 13. Martin Luther King Day |
| 7. Juneteenth – June 19th (12-month employees only) | 14. Casimir Pulaski Day |
| | 15. Memorial Day |

If, in a given year, the Board does not declare Good Friday a school holiday, another paid holiday shall be declared by the Board to replace it.

6.13. Vacations - Classified Staff Employees

1. Paid vacation will apply only to classified staff employees who are employed on a full-time, 12-month basis.
2. All classified staff employees are responsible to their immediate supervisor for day-to-day activities of employment. All requests for vacation must have the approval of the immediate supervisor and the Superintendent or designee.

Vacation time should be taken between the dates of June 15 and August 15 unless an alternative time is requested and approved by the Superintendent or designee. Requests for vacation shall be approved unless there exists an impairment to the proper operation of the District. In case of conflicts between the requested vacation times by classified staff employees, the date of the request shall be the first tie breaker, with seniority in the District the second consideration. If there remains a tie, then the order of preference shall be determined by lot.

3. For employees hired with a start date on or after July 1, 2023, vacation time credit will be as follows:

- a. **First Partial Year of Employment.** A classified staff employee employed during July, August, or September will receive five (5) days paid vacation (100% of the chart below) after the successful completion of their 90-day probationary period;

A classified staff employee employed during October, November, or December will receive four (4) days paid vacation (80% of the chart below) after successful completion of their 90-day probationary period;

A classified staff employee employed during January, February, or March will receive three (3) days paid vacation (60% of the chart below) after successful completion of their 90-day probationary period; and

A classified staff employee employed during April, May, or June will receive no paid vacation until successful completion of their 90-day probationary period.

- c. **First Full Year of Employment.** Beginning with the employee’s first full fiscal year (July 1 – June 30) of employment, annual vacation time is as follows:

First partial year of employment.....Prorated, up to 5 days

First full year of emp. (July 1-June 30)10 days (unless hired in April, May, or June, in which case the allocation is 5 days, available upon successful completion of probationary period)

After first full year of employment 10 days

After 8 full years of employment 15 days

After 14 full years of employment20 days

- d. While the days in the chart above are the total earned on an annual basis, actual vacation time is earned and shall accrue by fractions on a payroll period basis throughout the period. Employees who resign or whose employment is terminated are entitled to the monetary equivalent of all unused, earned vacation and must repay any used, unearned vacation. Any amount owed back to the District will be deducted from the employee’s final paycheck or will be repaid by the employee within 30 calendar days.

- 4. Classified staff employees taking a vacation in which a holiday falls will be granted an extra day off with pay.
- 5. Classified staff employees who leave the District prior to July 1st will have their vacation prorated, based on 3a-3d above.
- 6. Classified staff employees are limited to carrying over five (5) unused vacation days from one fiscal year to the following fiscal year effective with the 2011-12 fiscal year except for the unused “grandfathered” vacation days a classified staff employee has accrued prior to the 2011-12 fiscal year. Any carryover days, other than “grandfathered” days, must be used by the following January 1 or they are forfeited.
- 7. For purposes of calculating years of service toward vacation, an employee who changes from a school-year position to a 12-month position will be given a fractional year of service for each year worked in the school-year position, calculated as follows:

Hours worked each year in prior position
x
Number of years in prior position
÷
Hours that would have been worked in a 12-month position over the same time period

Any fractions of a year above six (6) months will be rounded up.

- 8. At least six (6) months prior to their official last day of employment in the District, classified staff employees will submit their request to use all remaining vacation days prior to their last day of employment in the District. Supervisors will, to the extent they deem possible

without impacting District operations, schedule the outgoing employee's remaining job duties so the outgoing employee can use all accumulated vacation prior to retirement. In the event employees are not able to use all accumulated vacation days because their supervisor requires their presence at work so as not to impact District operations, then the employees will be paid out for any earned, unused vacation in the month after the month following their resignation date and last day of work (e.g., paid out in August following a June retirement).

6.14. Time Clock - Classified Staff Employees

Classified staff employees shall be required to digitally record their times in and out online via the District's electronic timekeeping system, excluding breaks and lunches. It is understood that each classified staff employee shall work his/her own regularly scheduled days and hours, unless specifically authorized to modify his/her hours on a given day by his/her supervisor.

Classified staff employees will record their absences via the District's online absence reporting system. If a classified staff employee is absent after the deadline for reporting the absence online, is tardy, leaves early, or otherwise fails to complete his/her assigned work shift, he/she shall notify the designated supervisor and/or central office employee responsible for ensuring the employee's time off is recorded. Classified staff employee absence reports (if applicable) shall be submitted to the Business Office the first possible workday following the weekly pay period. Failure to submit such information, or submission of false or inaccurate information, shall be cause for delay of payment and/or disciplinary action or termination.

6.15. Full Day School Closing - Classified Staff Employees

If school is closed, Paraprofessionals and Instructional Aides shall not be required to work and shall suffer no loss of pay in that they shall work the rescheduled day. If ten month secretarial employees are not required to work, they shall suffer no loss of pay, and shall not have the work year extended. If twelve month classified staff employees are not required to work, they shall suffer no loss of pay.

6.16. Partial Day Bad Weather Closing – Classified Staff Employees

If school is on either a late arrival schedule or on an early release schedule because of bad weather, classified staff employees shall be released with pay along the same guidelines as certified staff members, in the case of early release, no later than thirty (30) minutes after students are gone from the building. Classified staff employees whose work activities shall be reasonably required for the efficient operation of the School District may be individually exempted from this provision on a case by case basis.

6.17. Overtime – Classified Staff Employees

Overtime shall be compensated as required by law. The Supervisor and employee shall jointly maintain a written record of compensatory time earned by an employee. The employee shall request use of earned compensatory time via the Classified Leave form, to be approved by the Supervisor.

6.18. Summer Work Schedule – Secretarial Employees

During the summer months, 12-month classified staff employees shall work an alternate schedule. The Administration shall notify affected employees via email two (2) calendar weeks prior to commencing the summer work schedule. The summer work schedule will consist of a four-day workweek, Monday through Thursday. The summer work schedule will commence the Monday

following graduation and will end the Friday prior to schedule pick-up in August. The workday shall begin at 7:00 a.m. unless an alternate starting time is approved by the Chief School Business Official. Work schedules will be as follows:

Secretarial employees will work a reduced workweek of 35 hours.

35-hour week employees: 8 hours and 45 minutes, Monday through Thursday, 30 minute lunch

40-hour week employees: 10 hours and 0 minutes, Monday through Thursday, 30 minute lunch

During the summer work schedule, a single day absence for a 35-hour week employee will result in a deduction of 8.75 hours of leave. A single day absence for a 40-hour week employee will result in a deduction of 10 hours of leave. A staff member who is absent for a full week, Monday through Thursday, will utilize five "days" of paid leave time (vacation or any other leave) to cover his/her absence. Should Juneteenth or the 4th of July holiday fall during a full week of absence, the 35-hour week employee will be deducted 30 hours (equivalent of 4 "days") of leave (subject to the provision of Section 6.12) and the 40-hour week employee will be deducted 32 hours (equivalent of 4 "days") of leave. With approval of his/her immediate supervisor, an employee may float his/her Juneteenth or 4th of July holiday to an alternate date prior to the final date of the summer work schedule to accommodate summer responsibilities.

6.19. Job Descriptions – Classified Staff Employees

A job description shall be developed or revised by the Board's designee for each position prior to posting the vacancy. Any disagreement by any classified staff employee as to the content of such job description shall be discussed with a supervisor to be designated by the Board. Within six (6) months of the Union's ratification of this Agreement, a copy of Union job descriptions shall be provided to the Union President. New Union job descriptions will be provided to the Union President whenever they are updated and annually no later than September 1.

Classified staff employees required to work outside their job category for more than ten (10) continuous days (or more than thirty (30) days in any calendar quarter) shall be paid at the higher rate of pay (if applicable) effective with the 11th day of such employment. A classified staff employee is deemed to be working outside his/her job category if he/she spends more than 50% of his/her regular workday in such assignment.

6.20. Transfer, Promotion and Assignment - Classified Staff Employees

Classified staff employees shall be notified via email of a support staff vacancy at least four (4) business days before being permanently filled. The compensation and qualifications of the position shall be included in the posting. All applicants of the position shall be notified of the filling of such position (if such occurs) within five working days of the filling of such position. As used herein, "vacancy" shall mean a position for which the Board has determined to add to the total number of classified staff employees within the bargaining unit.

6.21. Employee Handbook

Each employee shall be provided with an employee handbook.

6.22. Chain of Command - Classified Staff Employees

Each classified staff employee shall be informed in writing of the identity of the classified staff employee's immediate supervisor at the start of the school term.

6.23. Chair Usage – Classified Staff Employees

Paraprofessionals assigned to hall monitoring duties shall be provided with a chair on which they can sit beginning ten (10) minutes after the student full period class attendance bell is chimed until twenty (20) minutes after the student full period class attendance bell has chimed throughout the duration of the workday, when students are in attendance.

Paraprofessionals will remain vigilant and responsible for their supervision area during such time as they are provided seating. Further, nothing in this section shall construe that paraprofessionals must be seated during this time. Paraprofessionals shall move to any area of their responsibility in order to maintain the safety and security of students, employees and facilities.

6.24. Civility and Respect

Employees who encounter abusive, derogatory, threatening, or intimidating language or conduct by parents or other visitors to school property are encouraged to de-escalate, to seek administrator assistance, or if necessary, to disengage from the parent or visitor professionally and respectfully, being mindful of the safety of students and others in the vicinity. In the event an employee has to disengage or has to have a parent or visitor removed from school premises, the employee shall provide written documentation of the incident to their direct supervisor within two (2) school days of the incident.

6.25. Student and Staff Safety

There shall be an administrator on call (though not necessarily in the school buildings) every day that district employees are working. The staff shall be notified of the name and contact information of this administrator in writing or by electronic means. This includes breaks when classified staff are in the buildings.

In the event of a student mental/physical health crisis that extends beyond contractual hours, the staff member's direct supervisor, or other administrator in the absence of the direct supervisor, shall be required to stay with the student and staff member as well. If an employee is required to stay beyond contractual hours to assist in responding to the crisis, the direct supervisor or other administrator shall notify the employee of that fact by the end of the school day or as soon thereafter as the supervisor or administrator becomes aware of the crisis. Compensation for an employee in such a situation is addressed in Section 7.3 of this Agreement.

Nothing in this agreement shall preclude the District from closing the building to visitors and/or moving to remote work during breaks in student attendance of three (3) days or more if an administrator is not able to be physically present in the building on workdays. However, this provision is not a guarantee of building closures or of the availability/feasibility of remote work for any position in the District.

6.26. Student/Parent Complaints

The Union acknowledges that many student and parent complaints/concerns, when presented to the administration, are resolved within the initial conversation.

Step 1: Employee

For those complaints that are not immediately resolved upon initial contact and except in cases of alleged physical or sexual misconduct, students or parents who submit a complaint against an employee will be encouraged to address the matter first with the individual employee. The administrator who fields the complaint will notify the employee within two (2) school days of receiving the complaint, and the employee will attempt to reach out to the student or parent that

initiated the complaint to discuss and make every effort to resolve the issue. Within two (2) school days, the employee will notify the administrator who fielded the complaint of the outcome of the employee's communication with the parent.

Step 2: Counselor/Social Worker/Case Manager

If the employee's attempt to reach out to the complainant is unsuccessful or the student or parent chooses not to address the matter with the employee, or if they have done so but the concern has not been resolved, then the student or parent will be encouraged to address their concern with a school counselor/social worker/case manager. The employee will be notified if the student or parent refuses to engage in attempts at lower-level resolution.

Step 3: Direct Supervisor

If the student or parent chooses not to address their concern with a school counselor/social worker/case manager, or if they have done so but the concern has not been resolved, then they will be encouraged to address their concern with the employee's direct supervisor.

Step 4: Administration (beyond Direct Supervisor)

If the student or parent chooses not to address their concern with the employee's direct supervisor and the concern is substantive (e.g., more than a complaint about a certified staff member giving a minor reprimand such as being late to class or about the grade a teacher gave a student on an assignment), or if they have addressed their concern at a lower level but the concern has not been resolved, then the Administration may meet with the employee (and, if requested by the employee, with a Union representative) to discuss the complaint and allow the employee an opportunity to respond. If a complaint reaches the Administration's level, the Union President will be notified.

While the parties intend to address complaints, especially non-substantive ones, at the lowest level possible, Administration's determination of whether a concern is substantive is not grievable.

6.27. Training on Student Medical/Hygiene Needs

Employees whose position requires them to work with a student or students with medical or hygiene needs will receive instruction and, if applicable, training in the performance of those duties. As medical and hygiene needs are typically decided through the IEP and/or Section 504 process, employees will be notified when the medical and/or hygiene needs of a student they serve are changed. If an employee is uncomfortable providing the medical and/or hygiene services required by a student they serve, the employee can contact the Department Head of Alternative Programming to discuss options for additional training or to request a voluntary reassignment, if available.

ARTICLE 7. COMPENSATION AND FRINGE BENEFITS

7.1. Payroll Procedure

Employees will be provided access to their current salary and extra duty stipends (to the extent already appointed) and their accumulated sick leave, personal leave, and vacation days as follows:

- For 12-month employees, by their second paycheck in July;
- For 10-month employees, by their first check in August;
- For certified staff members, by their first check of the school term; and
- For new employees, within two (2) weeks of hire.

Resources and/or training will be provided to help employees familiarize themselves with payroll forms and applicable online HR portals, with the understanding that the District does not provide employees tax advice, and all financial decisions and the accuracy of all documents completed by the employee remain solely the responsibility of the employee.

The District will provide notification each spring (no later than April 1) for returning employees that includes a printout with step-by-step instructions on how to find and read when vacation time will expire. Additionally, the District will send annual reminders to employees to check the employee portal for expiring days.

Certified Staff

Salary shall be paid at the certified staff member's option on the basis of twenty-two (22) or twenty-six (26) pay periods. A certified staff member choosing twenty-six (26) pay periods shall have the further option of receiving the remainder of his/her salary no later than the last pay day in June. The Friday on or immediately preceding July 15th shall be used each year to establish the two (2) week cycle. Certified staff members shall receive salary payments every other Friday, commencing with the first working Friday of the cycle in each school term.

Starting salaries and salary tiers with corresponding associated percentage increases are set forth as Appendix A. All certified staff members eligible to receive the percentage increase associated with their tier placement each year shall receive such additional compensation.

Classified Staff Employees

Wages shall be paid at the classified staff employee's option on the basis of twenty-two (22) or twenty-six (26) pay periods, except twelve month classified staff employees shall receive wages over twenty-six (26) pay periods. Pay for the year shall be calculated and divided evenly over all pay periods.

The two (2) week cycle shall be the same as for certified staff members. Payments shall be made every other Friday, unless such day is not a regular work day, in which case payment shall be made no later than the preceding work day

7.2. Extra-Duty Pay

All extra-duty salaries shall be as listed in Appendices B and C. Any newly created activities during the life of this Agreement shall be placed on the Extra-Duty Schedule as determined by the Superintendent and the Union President. All certified staff members eligible to advance one (1) lane on the compensation schedule each year, shall receive such additional compensation. Such pay will be paid at the certified staff member's selected twenty-two (22) or twenty-six (26) pay period

as indicated in Section A. The only exception shall be the performing arts productions. These exceptions shall be paid in the next pay period, but no more than three (3) weeks from the notification from the administration of completion of their duties or submission and approval by the Superintendent or designee of their projects.

7.3. Receipt of Compensation for Services Not Covered by Contractual Salary-Certified Staff

Where a certified staff member is entitled to compensation over and above his/her contractual salary, the certified staff member shall receive such compensation pro-rata in each paycheck. The only exceptions shall be for summer work and programs newly created during the school term. These exceptions shall be paid in the next pay period, but no more than three (3) weeks from the notification from the administration of completion of their duties or submission and approval by the Superintendent or designee of their projects.

Any work days beyond the limits of the school term shall be on a voluntary basis. Contracts for such work shall be executed by the Board and the individual certified staff member and shall indicate the dates and times to be worked and the rate of pay. Counselors who work outside the school term shall be compensated as specified in the Miscellaneous Stipend Schedule. Other contracts for work outside the school term shall be compensated at either the summer school hourly rate of pay or a designated stipend as mutually agreed by the certified staff member and the Board.

A certified staff member who has been requested to stay beyond their contractual time by an administrator as outlined in Section 6.25 shall be compensated if they stay more than one hour beyond their contractual working hours. The certified staff member shall be compensated for work that is more than one hour beyond their contractual working hours at the Summer School rate as outlined on the Miscellaneous Stipend Schedule.

A classified staff member who has been requested to stay beyond their contractual time by an administrator as outlined in Section 6.25 shall be compensated for any time beyond their contractual working hours at their hourly rate.

7.4. Mailing Salary Checks

During summer months, live checks shall be mailed to 10-month employees who are not enrolled in direct deposit. Should there be an emergency day and the building is closed, live checks will be distributed the next workday the building is open. For this reason, direct deposit is strongly encouraged.

7.5. Experience Credits - Certified Staff

1. Credit for Outside Experience

Newly employed certified staff members shall be compensated as determined by the Superintendent and approved by the Board of Education so long as the certified staff member is not placed on the scale above the actual years of experience or placed beyond existing certified staff members with like degree and like years' experience.

2. Military service credit shall be provided in accordance with State and federal law.

3. Salary Advancement

Any certified staff member who receives paid leave and/or is active at work for District #126 for 90 days or more shall receive a year's credit and be eligible for a percentage increase corresponding with his/her prospective tier placement for that service.

7.6. Degree and Educational Salary Advancement - Certified Staff

Undergraduate courses shall not qualify for educational salary advancement.

Graduate courses shall:

1. Automatically qualify toward educational salary advancement if they meet any of the following conditions:
 - a. Courses that are part of a degree program at an accredited institution of higher learning and such program is not in conflict with sub-paragraph 2, hereunder.
 - b. Courses within any area of certification held by the certified staff member.
 - c. Courses offered by a Department or College of Education at a College or University.
 - d. Courses in Educational Administration.
2. Be subject to the approval of the Superintendent in order to qualify for educational salary advancement if they do not meet the requirements of sub-section 1, above, and do meet any of the following conditions:
 - a. Courses that are outside the field of education.
 - b. Courses that are outside the area(s) of certification held by the certified staff member.
 - c. Courses offered in a non-traditional manner or setting.
 - d. Courses specifically related to qualification or certification for any occupation outside the area of education.
 - e. Courses in Educational Law.

Any certified staff member who has completed degree or coursework requirements that qualify the certified staff member for educational salary advancement shall receive such salary adjustment effective with the onset or mid-point (12th or 14th pay period) of the school term, providing the official transcript verifying the advancement is received by the office of the Superintendent not later than August 25th or January 10th, respectively. In the event coursework is completed by the respective deadline but transcript issuance is delayed, the certified staff member may provide written notification to the Superintendent's designee prior to the aforementioned deadline and receive the appropriate salary advancement once the transcript is received. Certified staff members who have been on the final step of the BA lane for more than one (1) year under prior Agreements or who may reach and remain on the final step of the BA or BA+15 lane of this Agreement for more than one (1) year and who subsequently attain the hours or degree necessary to move to a new lane with additional steps, shall be placed on the same step of the new lane as other certified staff members with like experience.

7.7. Payroll Deductions

The school business office shall, at the request of any certified staff member from whom written authorization is received, deduct from the certified staff member's salary approved payments as outlined below. Payment shall be made to the authorized payee within five (5) business days of the date of the check from which such funds were deducted.

Limits on the kinds of authorizations which may be made by certified staff members include:

1. Tax Sheltered Annuity Programs

Only programs in which three (3) or more staff members participate shall be included. Furthermore, in the instances when the minimum acceptable deposit is less than the amount deducted, no payment shall be made until the aggregate deductions meet or exceed such minimum requirement.

2. Health Insurance Program

Only additional program(s) mutually accepted by the Board and the Union shall be considered for deduction authorization.

3. Life Insurance Program

Only additional program(s) mutually accepted by the Board and the Union shall be considered for deduction authorization.

4. Disability and Other Ancillary Insurance Programs

Additional disability insurance and other ancillary insurance programs mutually accepted by the Board and the Union shall qualify for deduction authorization provided such deduction is in excess of three dollars (\$3) per item per pay period.

There shall be no service charge made by the business office for such deductions. The school district and the Board assume no liability for the solvency and operation of these programs. The certified staff member shall sign up for or drop the program by September 10th of each school year. For those certified staff members electing to make changes up through October 1st, the cost for such changes shall be borne by the individual certified staff member or the Union.

7.8. Health and Medical Insurance

All Health Plan Participants

Effective July 1, 2011, eligible participants in either the PPO or PPO Plus health plan shall be provided coverage as required under the Federal Health Care Reform Act. The plan document shall be amended consistent with provisions under the Federal Health Care Act.

Effective July 1, 2011, vision coverage as provided under the PPO Plus health plan shall be removed from the plan. Reimbursement up to one hundred dollars (\$100.00) annually will be available directly through the District for those individuals grandfathered based on the agreement reached between the Union and the Board of Education on May 27, 2011. This benefit will continue for grandfathered participants should they switch to the PPO Plan.

Maintenance prescription drugs shall be limited to a thirty (30) day supply if obtained from an approved drug retailer. There shall be no such limitation for maintenance prescription drugs obtained the mail order option provided by the Prescription Drug carrier.

Cadillac Tax Reopener

If during the term of the Collective Bargaining Agreement, the Board would incur a penalty under the "Cadillac Tax" provision of the *Affordable Care Act* (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

Health and Medical Insurance Program

A health and medical insurance program shall be provided for each employee regularly working 18.75 or more hours per week. There shall be two health plans offered, a PPO plan and a PPO Plus plan. The PPO Plus health plan is available only to employees enrolled in the PPO Plus health plan at the time of ratification of the 2011-2014 Master Agreement. The PPO Plus plan is closed to new enrollees and to any employee who elects to leave the PPO Plus plan. Premium payments shall be made as follows:

Employees who enroll in the District’s health and medical insurance program will owe the following premium (effective each July 1), with the Board paying the remainder:

		Certified Staff		Classified Staff	
		PPO	PPO Plus (closed)	PPO	PPO Plus (closed)
Single	23-24	\$0/mo	\$40/mo	\$0/mo	\$40/mo
	24-25	\$40/mo	\$100/mo	\$20/mo	\$100/mo
	25-26	\$50/mo	\$110/mo	\$30/mo	\$110/mo
	26-27	\$60/mo	\$120/mo	\$40/mo	\$120/mo
Single + 1	23-24	Closed	\$80/mo	Closed	Closed
	24-25	Closed	\$200/mo	Closed	Closed
	25-26	Closed	\$220/mo	Closed	Closed
	26-27	Closed	\$240/mo	Closed	Closed
Family	23-24	The Board shall pay up to \$252 per month. If the premium cost exceeds this amount, the certified staff member shall pay up to the next \$70 per month. If the premium cost still exceeds this amount, the Board shall pay 75% and the certified staff member shall pay 25% of the excess.	The Board shall pay up to \$252 per month. If the premium cost exceeds this amount, the certified staff member shall pay up to the next \$175 per month. If the premium exceeds \$427 per month, then the remainder shall be split between the certified staff member and the Board, with the Board paying 75% of the excess and the certified staff member paying 25% of the excess.	\$1,821/mo	\$2,130/mo
	24-25			The Board shall pay up to \$252 per month. If the premium cost exceeds this amount, the classified staff member shall pay up to the next \$70 per month. If the premium cost still exceeds this amount, the Board shall pay 75% and the classified staff member shall pay 25% of the excess.	The Board shall pay up to \$252 per month. If the premium cost exceeds this amount, the classified staff member shall pay up to the next \$175 per month. If the premium exceeds \$427 per month, then the remainder shall be split between the classified staff member and the Board, with the Board paying 75% of the excess and the classified staff member paying 25% of the excess.
	25-26				
	26-27				

A joint insurance committee of employees and administrators shall be established by the parties. This committee shall investigate insurance coverage options, insurance carriers, and in general monitor the existing insurance programs. Any recommendations of this committee shall be reduced to writing and submitted to the Board. The Board shall retain sole discretion for decisions affecting

the insurance program, except that the Board shall not unilaterally reduce insurance coverage without the express written consent of the Union except as required by the Federal Health Care Reform Act.

The parties agree to continue the IRS Section 125 Flexible Benefit Plan established and implemented by the Board on January 1, 1991. Any administrative costs related thereto shall be borne by the Board and likewise any forfeiture of flexible spending account monies shall revert to the Board. The Board shall offer a Dental Option, selected by the Union, as part of the Flexible Benefit Plan.

Any employee regularly assigned less than an average eighteen and three-fourths (18.75) hours per week shall not be eligible for the health and medical insurance program.

7.9. Life Insurance

Certified Staff

A life insurance program in an amount equal to the certified staff member's combined annual salary and extra-duty stipends, but excluding any additional stipends, (rounded to the nearest thousand dollars of TRS creditable earnings) shall be provided for each certified staff member by the Board. The annual salary, as defined above, shall be established once each school year. There shall be no adjustments to these annual salaries regardless of unanticipated changes in extra-duty assignments. A certified staff member shall have the option of purchasing additional coverage at the same group rates to provide up to five (5) times the amount of the Board policy. Such additional coverage shall be subject to approval by the insurance carrier. Additional coverage at the same group rates for dependents shall be handled directly between the certified staff member and the insurance carrier and shall be subject to the approval of the insurance carrier.

Age proration insurance provisions will apply in accordance with policy language for all employees.

Classified Staff Employees

Secretarial staff and instructional aides shall be provided a life insurance program in the amount of ten thousand dollars (\$10,000). This amount shall be increased to fifteen thousand dollars (\$15,000) if no health insurance is desired. Paraprofessionals shall be provided with a twenty-five thousand dollar (\$25,000) life insurance policy.

Any classified staff employee regularly assigned less than eighteen and three-fourths (18.75) hours per week shall not be eligible for the life insurance program.

Age proration insurance provisions will apply in accordance with policy language for all employees.

7.10. Personal Property Insurance

The Board shall reimburse employees up to five hundred dollars (\$500) for receipted loss or damage to personal property (not otherwise reimbursed), other than money or jewelry, when such loss or damage is incurred in the course of the employee's employment and the personal property has been brought on school property with the express consent of the Board or such damage was occasioned by the negligence of the Board. Anything herein to the contrary notwithstanding, the maximum expenditure by the Board in any single fiscal year pursuant to this Section shall be two thousand five hundred dollars (\$2,500). If total claims exceed this amount, they shall be pro-rated.

7.11. Accidental Death and Dismemberment Insurance - Certified Staff

Section 7.9 above, providing an additional amount equal to two (2) times the certified staff member's annual base salary and extra-duty schedule, but excluding any additional stipends, (rounded to the nearest thousand dollars of TRS creditable earnings) in case of accidental death, shall be provided to each certified staff member by the Board. The annual salary, as defined above, shall be established once each school year. There shall be no adjustments to these annual salaries regardless of unanticipated changes in extra-duty assignments. Payment for dismemberment shall be according to the schedule of the insurance coverage.

7.12. Income Protection Disability Insurance - Certified Staff

The Board shall contribute an amount, as specified in the Miscellaneous Stipend Schedule, for the premium cost for long term income protection disability insurance (group plan). Such coverage shall be based on the certified staff member's annual base salary and extra-duty schedule, but excluding any additional stipends (rounded to the nearest thousand dollars of TRS creditable earnings). The annual salary, as defined above, shall be established once each school year. There shall be no adjustments to these annual salaries regardless of unanticipated changes in extra-duty assignments.

7.13. Liability Insurance - Certified Staff

The Board shall maintain a comprehensive general liability insurance coverage which shall include protection as required by the *School Code* for the actions of certified staff members in the performance of their duties. This general liability insurance coverage shall be no less than three million dollars (\$3,000,000) in amount.

7.14. Internal Substitution Pay – Certified Staff

Payment shall be at the rate specified in the Miscellaneous Stipend Schedule for each regular class or supervision period taught. Supervision at school assemblies shall not constitute internal substitution, providing no certified staff member shall be required to supervise at school assemblies during his/her preparation period more than one (1) time each semester unless given internal substitution pay.

The parties agree that, due to the unique services and duties of non-teaching certified staff members (i.e., case managers, coordinators, interventionists, school psychologists, counselors, and social workers), it is preferable that individuals in these positions not be assigned internal sub duties. However, in the event it is necessary to assign an individual in one of these positions to internally substitute in the absence of the regularly assigned teacher and it does not interfere with their existing professional and legal responsibilities (i.e., IEP minutes, 504 meetings), they will be paid the internal sub rate specified in the Miscellaneous Stipend Schedule.

Classified staff members who hold a current professional educator license and who serve as an internal substitute teacher (i.e., one who is assigned to internal substitution by the administration or designee for the entire class period) in the absence of the regularly assigned teacher will be paid at the internal sub rate specified in the Miscellaneous Stipend Schedule in lieu of their normal hourly rate. This payment will be made in the next payroll cycle. Any hours worked as an internal sub will count toward calculation of overtime eligibility. Classified staff members will be paid in 30-minute increments (i.e., 1-30 minutes = paid for 30 minutes; 31-60 minutes = paid for 60 minutes).

7.15. Overload Assignments – Certified Staff

1. Certified staff members may agree to accept an academic class or supervisory assignment in excess of the normal load for the certified staff member's position.
2. Any certified staff member who accepts a supervisory overload shall receive a stipend, as specified in the Miscellaneous Stipend Schedule, for each semester. Should an extended absence of three (3) school weeks or more in the position of counselor, social worker, school psychologist, or case manager result in added caseloads due to an inability to find a substitute, those employees voluntarily accepting extra cases will be treated as if they were teaching a full-period overload and compensated with a stipend as specified in the Miscellaneous Stipend Schedule, back-dated to the start date of the coverage. Overload assignments shall be pro-rated based on the portion of the semester for which they carried the added caseload.
3. Any teacher who does not serve as an advisor and who accepts an academic class overload shall receive:
 - a. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, and be released from one (1) period of supervisory duty; or
 - b. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, and not be released from the one (1) period of supervisory duty, providing the academic class overload is a duplicate preparation of a class concurrently being taught by the teacher; or
 - c. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, and not be released from the one (1) period of supervisory duty, providing the academic class overload is a new preparation for the teacher; or
 - d. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, and released from the one (1) period of supervisory duty, providing the academic class overload is a new preparation for the teacher.
4. Any teacher who serves as an advisor and who accepts an academic class overload shall receive:
 - a. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, providing the academic class overload is a duplicate preparation of a class concurrently being taught by the teacher, or
 - b. a stipend as specified in the Miscellaneous Stipend Schedule, per full period assignment, per semester, providing the academic class overload is a new preparation for the teacher.

7.16. Saturday Detention - Certified Staff

If the Board shall conduct a Saturday morning detention program, the acceptance of such supervisory assignment shall be voluntary on the part of the certified staff member and shall be compensated as specified in the Miscellaneous Stipend Schedule with a guarantee of at least four (4) hours pay.

7.17. Summer School/Credit Recovery - Certified Staff

Certified staff members who perform summer school/credit recovery duties shall be compensated as specified in the Miscellaneous Stipend Schedule.

7.18. Tuition Reimbursement

Certified Staff

Certified staff members shall receive tuition reimbursement, per hour, at the rate specified in the Miscellaneous Stipend Schedule, but not to exceed the actual cost of tuition. All courses for tuition reimbursement must be pre-approved by the Superintendent. Undergraduate credits shall not qualify for tuition reimbursement, except in special cases approved by the Superintendent. Approval forms for this purpose are available in the office of the Superintendent or Principal. Approved courses shall be those deemed beneficial to the individual teaching situation, and for the most part, in the certified staff member's assigned field. Tuition reimbursement shall not be given for coursework taken to change fields or for an administrative credential unless the certified staff member already possesses his/her first secondary education Master's Degree.

Certified staff members enrolled in Master's programs shall be granted approval of elective courses which are part of the course of study leading to the Master's Degree in the assigned certified staff member field.

There shall be a twelve (12) hour limit per year on tuition reimbursement unless the certified staff member is enrolled in a Master's Degree program in which case there shall be no such limit.

Certified staff members must present official evidence of satisfactory completion of courses showing a passing grade and credit, and have an official transcript forwarded to the office of the Superintendent prior to the issuance of tuition reimbursement. Tuition reimbursement shall be issued within fifteen (15) working days of receipt of the official transcript.

Certified staff members enrolled in an approved Master's Degree program must return to regular employment in the district for a period of two (2) years following conferral of the Master's Degree. If the certified staff member does not return for the entire two (2) year period the district may withhold an amount equal to the tuition reimbursement for the Master's Degree from certified staff member's final paycheck or paychecks.

Classified Staff Employees

Classified staff employees shall receive tuition reimbursement, per hour, at the rate specified in the Miscellaneous Stipend Schedule, but not to exceed the actual cost of tuition. All courses for tuition reimbursement must be pre-approved by the Superintendent or designee. Approval forms for this purpose shall be available in the office of the Superintendent or Principal. Approved courses shall be those deemed beneficial to the individual assignment. Approval or denial of any course shall be nonprecedential for any other classified staff employee or for the same employee in other situations. Tuition reimbursement shall not be given for coursework to change fields.

Classified staff employees must present official evidence of satisfactory completion of courses showing a passing grade and credit, and have an official transcript forwarded to the office of the Superintendent or designee prior to the issuance of tuition reimbursement. Tuition reimbursement shall be issued within fifteen (15) working days of receipt of the official transcript.

7.19. Professional Meetings – Certified Staff

1. Meetings Requested by Administration

Certified staff members may be asked to attend such professional meetings as may be recommended by the Administration.

2. Meetings Requested by Certified Staff Members

Certified staff members attending various professional meetings shall be excused from teaching assignments, without loss of pay, and be reimbursed for meeting and travel expenses, providing the certified staff member has obtained approval, prior to the meeting, from the Superintendent or designee to attend such meeting. An estimate of meeting and travel expenses must be submitted, in writing, to the Superintendent, by the certified staff member, when requesting permission to attend professional meetings.

3. Allowance

Required registration fees shall be paid by the District. The actual receipted cost of lodging shall be paid by the District, provided the reservations and cost have been pre-approved by the Superintendent.

Meals shall be reimbursed at actual cost up to the rates specified in the Miscellaneous Stipend Schedule:

The certified staff member shall have the option of increasing the amount spent on one (1) meal by decreasing the amount on another, providing the total for one (1) meal does not exceed the above rates, providing the total for any two (2) meals does not exceed the combined total for those meals as stated in the above rates, and providing the total for three (3) meals does not exceed the combined total for the three (3) meals as stated in the above rates. Exceptions may be made by the Superintendent in the event required meals related to the meeting exceed these rates or if the expense rates in the particular area of the meeting generally exceed these rates.

Transportation by common carrier shall be paid by the District. Personal car expenses shall be paid at the current IRS rate per mile, plus tolls and parking. If the certified staff member agrees to use a school car, actual expenses involved in its use shall be paid by the District.

The Superintendent may pre-approve only partial payment of the above costs should funds not be available, provided no certified staff member shall be required to attend any professional meeting under this circumstance.

A written request for anticipated travel expenses made at least ten (10) school days in advance of the scheduled leave shall be honored and the amount advanced to the certified staff member in a timely manner. Within three (3) school days of the certified staff member's return, expense reports and receipts, as well as any unspent money, shall be submitted to the Business Office. Any money due the certified staff member as reimbursement shall be paid within fifteen (15) school days.

7.20. Professional Visitation - Certified Staff

The Board encourages certified staff members to visit classes in other schools or classes within our own school where they may see practices and receive stimulation which may be of value to the District. To that end, any certified staff member may make application for a visiting day to the Principal through the Division Chair, stating the date and place the certified staff member would like

to visit, and a brief summary of the work the certified staff member hopes to observe. Final approval for the visiting day, without loss of pay, may be granted by the Superintendent or designee.

7.21. IMRF Participation - Classified Staff Employees

All classified staff employees working six hundred (600) hours or more annually shall be required to participate in the Illinois Municipal Retirement Fund.

7.22. Retirement Options – Certified Staff

1. Certified staff members aged fifty-five (55) years or older, who retire shall be eligible for the benefit described in this sub-section, provided they shall submit their irrevocable letter of resignation, hereinafter referred to as retirement notice, to the Board no later than the December 31 in their fourth to last, third to last, second to last or final year of service to the District. Such resignation and retirement shall be effective no later than the end of the school term of the final year noted in the retirement notice.

In such instance, the Board shall increase the retiring certified staff member's salary in the last year or years of service by six percent (6%) dependent upon his/her years of service in the District. For purposes of this section, the certified staff member's salary shall be his or her base salary (inclusive of any longevity bumps) only, which shall be increased as follows:

Certified staff members who have reached eleven (11) years of service in the District shall receive a six percent (6%) increase in each of their final two (2) years of service in the District provided that they have provided the District with their retirement notice prior to December 31st in their second to final year of service.

Certified staff members who have reached nineteen years (19) years of service in the District shall receive a six percent (6%) increase in each of their final three (3) years of service in the District provided that they have provided the District with their retirement notice prior to December 31st in their third to final year of service.

Certified staff members who have reached twenty-three (23) years of service in the District shall receive a six percent (6%) increase in each of their final four (4) years of service in the District provided that they have provided the District with their retirement notice prior to December 31st in their fourth to final year of service.

Certified staff members who provide the retirement notice in any year after they could qualify for any of the above retirement incentives shall only receive their incentive for that year and any subsequent years of eligibility, provided the retirement notice is given to the District no later than December 31st of their notification year.

2. Certified staff members aged fifty-five (55) years or older, with a minimum of ten (10) years' full-time employment in the District immediately preceding their retirement who retire under the provisions of the Illinois Teacher's Retirement System (ITRS) and who are not covered by another employer's insurance program, may enroll in a qualified Health Maintenance Organization (HMO) or in the hospital/surgical-major medical insurance group plan provided by the ITRS. The Board shall submit directly to the Teachers' Retirement Insurance Plan (TRIP) payment for the premium for the individual coverage under such plan, provided such premium contribution shall not exceed the then-current cost of the single premium in the group plan provided by ITRS, not to exceed the amount stipulated to in the Miscellaneous Stipend Schedule. In the event that a certified staff member submits his/her retirement notice, subsequently retires earlier than the date detailed in the letter, and causes the Board to incur a penalty for exceeding the six percent (6%) limitation during

his/her final four (4) years of service as described in Section 7.32, said certified staff member shall be precluded from receiving the insurance premium contribution until such time as the Board has recouped a dollar amount equal to the amount of the incurred penalty. This sub-section shall cease to be operative upon the death of the retiree or after a period equal to the length of the certified staff member's consecutive full-time service to the District or after fifteen (15) years, whichever occurs first.

3. Certified staff members who terminate their service with the Board and retire from teaching may, at their option, continue in the group health/major medical and/or dental insurance plans provided by the Board in accordance with COBRA and any other applicable statute.
4. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives to individual certified staff members. The Union shall consider any such additional incentives offered by the Board as non-precedential with respect to individual certified staff members and future contractual agreements between the Board and the Union. Nothing in this Agreement shall preclude an agreement between a certified staff member and the Board to adjust the certified staff member's salary during the final four (4) years (or during the final eight (8) years in the case of a TRS Tier 2 employee) of employment in the District, provided that at the time of such agreement the Union is so notified.

7.23. Retirement Incentive - Classified Staff Employees

Classified staff employees eligible for retirement under the provisions of the Illinois Municipal Retirement Fund, who have a minimum of ten (10) years of service in the district, and who provide the District with an irrevocable letter of resignation at least two months prior to the anticipated retirement date, but no later than February 1 of a given school year, and resign by June 30 of the same year, shall receive a retirement severance in the amount stated in the Miscellaneous Stipend Schedule in their final paycheck or paychecks provided the payments do not cause the District to incur a financial penalty or accelerated payment for exceeding the IMRF limitation. In the event that the employee's retirement severance would cause the District to incur a financial penalty or accelerated payment because his/her last twelve-months' earnings exceed his/her immediately preceding twelve-months' earnings by the greater of six percent (6%) or one and one-half (1.5) times the increase in the Consumer Price Index-Urban (as of the previous September), the employee may submit the irrevocable letter of resignation a year early and have the severance divided between the two (2) years preceding retirement. Any dollar amount in excess of the limitation which would cause a penalty or accelerated payment for the District, regardless of the year in which the irrevocable letter is submitted, shall be paid in a lump sum to the employee in a post-retirement severance payment paid on the first regular pay date following the sixty (60) day hiatus after her/his last day of employment. The District will attempt to distribute the creditable earnings in a manner that maximizes the allowable creditable earnings for the employee.

Classified staff who are within four (4) years of retirement eligibility shall be limited to no more than a six percent (6%) increase for IMRF penalty purposes unless the earnings are exempt from the limitation formula. If during these four (4) years the employee's annual wage increase exceeds six percent (6%), the earnings beyond six percent (6%) will be accumulated and paid as a post-retirement severance.

If the Illinois General Assembly adopts an employer optional retirement incentive program for IMRF employees, the Board will promptly negotiate with the Union with regard to implementation of such.

7.24. Reclassification - Classified Staff Employees

1. Classified employees have the right to seek reclassification by September 30th of the school term.

2. The employee shall enumerate in writing any changes to job responsibilities or duties regularly performed by the individual that have occurred over the past school year and deliver this to the direct supervisor, Union President, and the Human Resources designee.
3. A meeting shall be held within 15 school days with the employee, the direct supervisor, a Union Representative, and an HR designee to discuss reclassification.
4. The District shall inform the employee of the decision in writing no later than 15 school days following the meeting. Should the reclassification be denied, a written rationale (i.e., an explanation with more than a simple "granted" or "denied") will be provided.
5. A classified staff employee shall be given copies of any job descriptions upon request.

7.25. Longevity Pay - Classified Staff Employees

Secretarial employees shall receive a longevity pay increase, per hour, at the rate specified in the Miscellaneous Stipend Schedule. This increase shall be above and beyond any other compensation and shall commence after fifteen (15) years of service.

7.26. Wages - Classified Staff Employees

Wages shall be increased as set forth in Appendix A.

7.27. Starting Wages - Classified Staff Employees

The Board shall set beginning wages for new classified staff employees within the range of their job classification.

7.28. Advisor Pay -Teachers

Each Advisor shall receive a stipend at the rate specified in the Miscellaneous Stipend Schedule. Each Lead Advisor shall receive an additional stipend as specified in the Miscellaneous Stipend Schedule.

7.29. Split Period Pay - Teachers

Teachers assigned a split academic class, a split preparation period or a split supervision period shall receive a stipend as specified in the Miscellaneous Stipend Schedule.

7.30. Retirement System Payments – Certified Staff

Beginning with the 2016-17 school term, on behalf of the certified staff member, the Board shall remit no greater than nine percent (current ITRS factor; .098091) of the certified staff member's creditable earnings, to the Illinois Teachers' Retirement System (ITRS). This amount equals the entire employee contribution during the 2016-17 school term.

7.31. Work During Spring Break and Winter Vacation Periods - Classified Staff Employees

During spring break and winter vacation periods, no employees, except 12 month employees hired after July 1, 2004, are required to report. If additional assistance is needed during these break periods, administration may solicit volunteers through a written notice. Volunteers selected, with

preference to those whose regular job it is to perform those duties, will be compensated at their regular hourly rate.

7.32. Salary Increase - Certified Staff

Certified staff members shall receive their scheduled salary increase, including their tier raise and any educational salary advancement, stipends as listed in the miscellaneous stipend schedule and extra curricular stipends unless they are within ten (10) years of retirement eligibility. Certified staff members who are within ten (10) years of retirement eligibility in the Illinois Teacher Retirement System shall receive the lesser of their scheduled increases and stipends or a salary which may not exceed six percent (6%) over their previous year's scheduled salary and stipends.

Any certified staff member submitting an irrevocable letter of resignation, referred to as "retirement notice," for the purpose of salary enhancement as detailed in Section 7.23.1, consistent with the provisions of this Agreement shall be excluded from the above provision until his or her final four years of service in the District. However, any Tier II certified staff member (as defined by the Illinois *Pension Code*) who submits a retirement notice for the purpose of salary enhancement as detailed in Section 7.23.1 consistent with the provision of this Agreement, shall be excluded from the above provision until his or her final eight years of service in the District.

The parties agree to negotiate any impact on wages and conditions of employment should the Illinois legislature enact legislation which amends any current statutory liability of the District for a certified staff member's pension.

7.33. Certifications – Classified Staff

If the Administration requires and pre-approves an employee to obtain a specific, relevant formal certification by an accrediting agency outside the District to provide a certain form of medical care for a student that was not part of the job requirements at the time the individual was hired into the role, the Board will pay for the certification, and the Superintendent or designee will meet with the ZBFT President to agree on an appropriate stipend or pay differential for the certification. The District reserves the right to limit the number of certifications in a building or across the District.

ARTICLE 8. GRIEVANCE PROCEDURE

8.1. Purpose

The primary purpose of this procedure is to secure at the lowest level possible equitable solution to the problems of the parties.

8.2. Definitions and General Terms

1. A grievance is defined to be a complaint by any employee or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment. Any final disposition of a grievance determined by the Union to be in conflict with this Agreement shall be grievable by the Union.
3. The parties shall make a sincere and determined effort to settle meritorious grievances in the steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.
4. No reprisals of any kind shall be taken by the Board or the Administration against any employee because of his/her participation in any of these grievance procedures.
5. The failure of an employee or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.
6. If any organization is to represent an employee, that organization shall be the Union or its representative.
7. Hearings and conferences under the procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible after regular school hours, or during non-work time of personnel involved. When such hearings and conferences are held with the approval of the Superintendent or designee during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
8. As used in this Article, "days" shall mean employee employment days, except during the summer recess when it shall mean days on which the District Business Office is open.
9. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level. It is further understood that no employee shall be required to discuss any grievance if the Union representative is not given a reasonable opportunity to be present.
10. The Administration and the Union shall cooperate in the investigation of any grievance.

11. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn shall be deemed as though never having been filed.
12. Investigation or processing of any grievance shall be carried out in the most expedient manner; however, such work shall not interfere with any certified staff members' normal duties, unless prior permission is obtained from the Superintendent for release from classroom duty for such activity.
13. Re-employment of probationary certified staff members and matters involving discharge of tenure certified staff members shall not be a proper subject for grievances under the grievance procedure, but rather shall be handled in accordance with the *School Code*. However, violation of evaluation procedures, as outlined elsewhere herein, shall be subject to the grievance procedure.

8.3. Procedure

An employee with a grievance shall first discuss the alleged complaint with the immediate supervisor, normally the building principal or designee, with the objective of resolving the matter informally.

Step #1. If the grievance has not been settled, the grievant shall submit the matter in writing to the immediate supervisor within twenty (20) days from the alleged occurrence or when the grievant might have reasonable knowledge of the incident. The parties shall meet within five (5) days and make a reasonable attempt to settle the grievance. The immediate supervisor shall file a written decision with the grievant and the Union within ten (10) days of the Step #1 meeting.

Step #2. If the grievance is not resolved in Step #1, the grievant may submit the matter in writing to the Superintendent within ten (10) days of the receipt of the Step #1 written decision. The parties shall meet within five (5) days and make a reasonable attempt to settle the grievance. The Superintendent shall file a written decision with the grievant and the Union within ten (10) days of the Step #2 meeting.

Step #3. If the grievance is not resolved in Step #1, the Union may submit the grievance to binding arbitration. A Demand for Arbitration shall be filed with the Board within twenty (20) days of the receipt of the decision in the preceding step. The parties shall mutually agree to a third party who shall act as the administrator of the proceedings. If the parties cannot agree, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator in accordance with its practice. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the arbitration proceedings shall be borne jointly by the parties. The arbitrator, in his/her decision, shall not suggest amending, modifying, nullifying, ignoring, or adding to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented in writing by the Board and the Union and the decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement. Upon mutual agreement of the parties, an alternate method of selecting an arbitrator may be used.

At any time subsequent to the filing of the initial grievance and prior to the submission of the grievance to binding arbitration, either the Union or the Board (but not any individual grievant) may unilaterally request that timelines be frozen, provided the maximum amount of time such may be frozen by any one party in the processing of any single grievance shall be thirty (30) calendar days.

The parties may mutually agree to skip Step #1 or Step #2 of the grievance procedure.

**ARTICLE 9.
DURATION OF CONTRACT SUCCEEDING
NEGOTIATIONS AND RELATED TECHNICAL CLAUSES**

9.1. Duration

This Agreement shall be in effect as of July 1, 2023, and shall continue in full force and effect until June 30, 2027.

9.2. Complete Understanding

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties thereto.

9.3. Savings

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

9.4. Negotiation Procedure

1. Each party to negotiations shall select its negotiating representatives.
2. Negotiations shall begin no later than February 1 of the final year of this Agreement, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
3. All individual tentative agreements shall be reduced to writing and initialed by the parties. The complete tentative Agreement shall be subject to ratification by the Board and the Union.
4. The parties shall cooperate and make every effort to comply with the timeline and notice provisions of the Illinois Educational Labor Relations Act.

9.5. No Strike Provision

The Union and its membership hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board for the life of this Agreement.

9.6. Amendment

This Agreement may be reopened at any time by mutual consent of the parties.

9.7. Typing and Printing of this Agreement

Unless some alternate arrangement in whole or in part is mutually agreed upon, the Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the

parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for the cost of such printing.

IN WITNESS WHEREOF, the Parties have caused these presents to be signed by their Presidents and attested by their Secretaries, this 23rd day of April, AD, 2024.

**THE BOARD OF EDUCATION OF
ZION-BENTON TOWNSHIP HIGH SCHOOL,
DISTRICT NO. 126, LAKE COUNTY, ILLINOIS**

**ZION-BENTON FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO**

President

President

Secretary

Secretary

APPENDIX A

Certified Staff Compensation

Salary Levels

Salary Levels are determined by original placement in the District upon employment. New hires may not be placed on a Level that exceeds those with comparable years of experience and their initial salary may not exceed those with that same Level who possess the same level of education. In the event a new hire does not receive full recognition for his/her years of service when placed, his/her Level will align with his/her initial salary versus years of teaching experience.

Those certified staff members who have not attained BA15 after 10 years or MA after 12 years will continue to have one year added to their Level and will receive the value of a Tier 2 raise until such time as they attain educational advancement that qualifies them for a Tier 1 raise.

Salary Tiers

Salary Tier 1: Salary Levels 1 – 17

Salary Tier 2: Salary Levels 18 – 33

Salary Tier 3: Salary Levels 34+

Longevity Bumps

Longevity Bumps will occur for certified staff members who possess a Master's Degree and have completed Level 25, 27, or 30. The amount of the bump is in lieu of, not in addition to, the Salary Tier 2 negotiated increase.

Educational Increases

Educational categories for all certified staff will be: BA, BA15, MA, MA15, MA30, MA45, MA60. Only TRS Tier II certified staff shall be eligible for an MA75 category. Increases for those advancing educational categories will be: 5%, 5%, 2%, 2%, 2%, 2%, 2% respectively. Certified staff members who earn a raise associated with educational attainment at the semester will receive half of that raise at the semester and the value of the other half of that raise at the start of the following school year and prior to calculating the certified staff member's other raises.

New Certified Staff

Psychologists, Speech Pathologist, Counselors, and Social Workers awarded a Master's Degree in a program requiring a minimum of 55 semester hours (or its equivalent) shall receive a starting salary commensurate with the MA+30 level. Effective beginning the 2023-2024 school year, the 10 specific individuals currently in those positions at the MA level will be moved to the MA+30 level, and the two specific Speech Language Pathologists who did not receive the MA+30 credit for their SLP coursework originally but who have since advanced to at least the MA+30 level will be moved to the MA+60 level.

Starting Pay for New Certified Staff- Tier 1, Level 1*

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
BA	\$49,493	\$50,607	\$52,062	\$53,364
BA15	\$51,742	\$52,921	\$54,442	\$55,803
MA	\$54,096	\$55,343	\$56,934	\$58,357
MA15	\$55,069	\$56,344	\$57,964	\$59,413
MA30	\$56,040	\$57,343	\$58,992	\$60,467
MA45	\$57,005	\$58,335	\$60,012	\$61,512
MA60	\$57,969	\$59,327	\$61,033	\$62,559

*Values Exclusive of TRS Contribution

Certified Staff Salary Increases

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Salary Tier 1	\$4,500	5.00%	5.00%	5.00%
Salary Tier 2	\$4,500	4.375%	4.00%	4.375%
Salary Tier 3	\$4,500	3.375%	2.875%	3.375%
Longevity Bumps	\$4,500	5.00%	5.00%	5.00%

Classified Staff Compensation

Classified staff will receive increases to their 2022-2023 hourly wage as follows:

- 2023-2024 \$3.30/hour market adjustment over 2022-2023, and then increased by 5.0% (e.g., an employee who earned \$20.00/hour in 2022-2023 will be increased to \$23.30/hour, and then increased by 5.0%, to an hourly rate for 2023-2024 of \$24.47, a net raise of 22.3%)
- 2024-2025 \$1.25/hour
- 2025-2026 4.5%
- 2026-2027 \$1.00/hour

The District reserves the right to increase the starting rate for a new classified staff hire if the District determines the new hire’s skills, training, license(s), or experience warrant additional compensation. At no time shall a new classified staff employee earn more per hour than an existing employee with equivalent experience.

APPENDIX B. EXTRA-DUTY SCHEDULE

CATEGORY A

Athletic Trainer – Fall
Athletic Trainer – Winter
Athletic Trainer - Spring
Head Basketball (Boys & Girls)
Head Football (Boys)
Head Wrestling

CATEGORY B

Head Baseball
Head Bowling (Boys & Girls)
Head Soccer (Boys & Girls)
Head Softball
Head Swimming (Boys & Girls)
Head Track (Boys & Girls)
Head Volleyball (Boys & Girls)
Head Cross County (Boys & Girls)
Strength/Cond. Coach (4 seasons) (Categ. Bx2)
NJROTC Drill Team
NJROTC Rifle Team

CATEGORY C

Head Badminton
Head Cheerleading - Winter
Head Golf
Head Tennis (Boys & Girls)
Girls Flag Football Head Coach
Ass't Basketball (Boys & Girls)
 Varsity Ass't
 Head Sophomore
 Head Freshman
 Freshman Ass't
Ass't Football
 Varsity Ass't
 JV
 Head Freshman
Ass't Soccer (Boys & Girls)
 Varsity Ass't
Ass't Track (Boys & Girls)
(Moved to Category D if coach is
unable to fulfill indoor track season obligations)

CATEGORY D

Ass't Baseball
 Varsity Ass't
 Head Sophomore
 Head Freshman
Ass't Basketball (Boys & Girls)

Freshman B
Sophomore B
Ass't Football
 Freshman Ass't
Ass't Softball
 Varsity Ass't
 Head Sophomore
 Head Freshman
Ass't Soccer (Boys & Girls)
 Head Junior Varsity
 Head Sophomore
 Head Freshman
Ass't Volleyball (Boys & Girls)
 Varsity Ass't
 Head Sophomore
 Head Freshman
 Freshman Ass't
Ass't Bowling (Boys & Girls)
Ass't Swimming (Boys & Girls)
Ass't Wrestling
Girls Ass't Flag Football Coach
Head Majorettes
Head Cheerleading Fall

CATEGORY E

Ass't Badminton
Ass't Baseball
 Freshman B
Ass't Cross Country
Ass't Golf
Ass't Tennis (Boys & Girls)
Freshman Cheerleading – Fall
Sophomore Cheerleading – Fall
Ass't Cheerleading - Winter
Sophomore Cheerleading – Winter
Freshman Cheerleading –Winter
Orienteering & NJROTC Unit Coordinator
ELL Coordinator
Aquatics Director
Choral/Swing
Jazz/Marching Band
Newspaper
SAP Chair (3)
Yearbook
ZBTV

CATEGORY F

Academic Team Sponsor x 2
Forensics Debate Club – Head

Mosaics
NJROTC Ass't Rifle Team

CATEGORY G

Band Director – Ass't
Drama Director x4
Drama Producer
Drama Tech Director x4
Homecoming
Mentor Coordinator x2

CATEGORY H

Bass Fishing
ZB Bee Leader x2
Class Sponsor Senior
Drama Ass't Director x4
Drama Ass't Technical Dir. X4
FBLA Club
Forensics Debate Club – Ass't
Prom
NT Bee Leader
Robotics

CATEGORY I

Digital Media
Girls Who Code
TechEd Club
Class Sponsor F, J, S
Drama-Musical-Choreography
French Club
German Club
NT Student Govn.
SAGA
Spanish Club
Special Olympics

CATEGORY J

Bee Crafty
D&D
Drama-Musical-Instrumental
Drama-Musical-Vocal
NHS
NT NHS
Drama Sound/Lights x4

CATEGORY K

Anime Club
Art Club
Black Student Union
Brotherhood of Extraordinary
Dance Club
NT Fitness Club x3 seasons
Game Club
Garden Club
H.A.T.T. (LASO)
Healthy Youth
Key Club
NT Art Club
NT Black Student Union
NT Brotherhood of Extraordinary
NT Green Bees
NT Healthy Youth
NT Interact
NT S2S
S2S
Swarm
Thespians
TriM
Summer Baseball x2

The above stipends and duties may be split by mutual agreement between the sponsors and the administration.

Exceptions to any of the following bulleted stipulations below must be discussed with the respective Assistant Principal at each school with permission granted by the Assistant Principal in writing via email:

- All clubs and activities must maintain at least 10 students or more who meet/gather regularly for each meeting or scheduled event.
- Meeting dates, field trips, and events should occur before or after school hours.
- Only adopted assistant stipends listed above will be granted.
- Club/Activity sponsors must fulfill the full responsibilities to receive the full stipend.
- Club/Activity Sponsor must adhere to the respective Job Description

2023-2024*(Figures do not include the Board paid employee retirement system contribution)*

<u>Extra Duty Category</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
A	9,790	10,371	10,945	11,520
B	7,781	8,349	8,929	9,506
C	6,629	7,200	7,781	8,349
D	6,042	6,629	7,200	7,781
E	4,969	5,542	6,118	6,698
F	4,300	4,625		
G	3,500	3,950		
H	3,000	3,450		
I	2,500	2,840		
J	2,000	2,425		
K	1,500	1,785		

2024-2025*(Figures do not include the Board paid employee retirement system contribution)*

<u>Extra Duty Category</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
A	10,034.75	10,630.28	11,218.63	11,808.00
B	7,975.53	8,557.73	9,152.23	9,743.65
C	6,794.73	7,380.00	7,975.53	8,557.73
D	6,193.05	6,794.73	7,380.00	7,975.53
E	5,093.23	5,680.55	6,270.95	6,865.45
F	4,407.50	4,740.63		
G	3,587.50	4,048.75		
H	3,075.00	3,536.25		
I	2,562.50	2,911.00		
J	2,050.00	2,485.63		
K	1,537.50	1,829.63		

2025-2026*(Figures do not include the Board paid employee retirement system contribution)*

<u>Extra Duty Category</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
A	10,285.62	10,896.03	11,499.09	12,103.20
B	8,174.91	8,771.67	9,381.03	9,987.24
C	6,964.59	7,564.50	8,174.91	8,771.67
D	6,347.88	6,964.59	7,564.50	8,174.91
E	5,220.56	5,822.56	6,427.72	7,037.09
F	4,517.69	4,859.14		
G	3,677.19	4,149.97		
H	3,151.88	3,624.66		
I	2,626.56	2,983.78		
J	2,101.25	2,547.77		
K	1,575.94	1,875.37		

2026-2027*(Figures do not include the Board paid employee retirement system contribution)*

<u>Extra Duty Category</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
A	10,542.76	11,168.43	11,786.57	12,405.78
B	8,379.29	8,990.96	9,615.56	10,236.92
C	7,138.71	7,753.61	8,379.29	8,990.96
D	6,506.57	7,138.71	7,753.61	8,379.29
E	5,351.07	5,968.13	6,588.42	7,213.01
F	4,630.63	4,980.62		
G	3,769.12	4,253.72		
H	3,230.67	3,715.27		
I	2,692.23	3,058.37		
J	2,153.78	2,611.46		
K	1,615.34	1,922.25		

APPENDIX C MISCELLANEOUS STIPEND SCHEDULE

<u>Section</u>	<u>Subject</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
7.3	Counselors*	\$482	\$492	\$502	\$512
7.12	Disability	\$21.43	\$22.02	\$22.63	\$23.25
7.14	Substitution*	\$0.93	\$0.96	\$0.98	\$1.00
7.15.2	Overload-Full Period*	\$4,589	\$4,818	\$5,059	\$5,312
	Overload-Half Period*	\$2,293	\$2,408	\$2,528	\$2,655
7.15.3.a	Overload*	\$4,589	\$4,818	\$5,059	\$5,312
7.15.3.b	Overload*	\$5,735	\$6,022	\$6,323	\$6,639
7.15.3.c	Overload*	\$6,882	\$7,226	\$7,587	\$7,966
7.15.3.d	Overload*	\$5,735	\$6,022	\$6,323	\$6,639
7.15.4.a	Overload*	\$5,735	\$6,022	\$6,323	\$6,639
7.15.4.b	Overload*	\$6,882	\$7,226	\$7,587	\$7,966
7.16	Saturday Detention*	\$33.91	\$33.91	\$33.91	\$33.91
7.17	Summer School*	\$48.88	\$49.86	\$50.85	\$51.87
	Credit Recovery*	\$48.88	\$49.86	\$50.85	\$51.87
7.18	Tuition-Certified	\$245.14	\$252.49	\$260.07	\$267.87
	Tuition-Classified	\$144.20	\$148.53	\$152.98	\$157.57
7.19.3	Meal Allowance:				
	Breakfast	\$17.50	\$17.50	\$17.50	\$17.50
	Lunch	\$26.35	\$26.35	\$26.35	\$26.35
	Dinner	\$44.24	\$44.24	\$44.24	\$44.24
7.22.2	Retirement-Certified	\$258	\$265	\$273	\$281
7.23	Retirement-Classified	\$11,135	\$11,358	\$11,585	\$11,817
7.25	Longevity-Classified	\$0.36	\$0.37	\$0.39	\$0.41
7.28	Advisor*	\$3,466	\$3,535	\$3,535	\$3,606
	Lead Advisor*	\$1,395	\$1,423	\$1,423	\$1,451
7.29	Split period:				
	Academic Class*	\$934	\$934	\$934	\$934
	Prep/Supervision*	\$467	\$467	\$467	\$467
NJROTC		Increase per Navy Contract	Increase per Navy Contract	Increase per Navy Contract	Increase per Navy Contract

*Does not include the Board paid employee retirement system contribution

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