

AGREEMENT

BETWEEN THE

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106, COOK COUNTY,
ILLINOIS

AND THE

HIGHLANDS ASSOCIATION OF TEACHERS COUNCIL AFT-LOCAL 604,
AFL-CIO

JULY 1, 2023 – JUNE 30, 2028

ARTICLE I - INTRODUCTION.....	5
A. RECOGNITION.....	5
B. SCOPE.....	5
ARTICLE II – UNION RIGHTS AND RESPONSIBILITIES.....	6
A. UNION AND SUPERINTENDENT MEETINGS.....	6
B. USE OF SCHOOL FACILITIES.....	6
C. STATISTICAL DATA.....	7
D. PRINTING.....	7
E. UNION DUES DEDUCTION.....	7
ARTICLE III - GENERAL CONDITIONS.....	8
A. PERSONNEL FILES.....	8
B. ACADEMIC FREEDOM.....	8
C. MEETINGS.....	9
D. TEACHING ASSIGNMENTS.....	9
E. POSTING.....	9
F. SENIORITY.....	10
G. TEACHER EVALUATION.....	10
H. COMPLAINTS.....	11
I. PROGRESSIVE DISCIPLINE.....	11
ARTICLE IV - LEAVES.....	12
A. SICK LEAVE.....	12
B. BEREAVEMENT LEAVE.....	13
C. PERSONAL LEAVE.....	13
D. JURY DUTY LEAVE.....	14
E. MILITARY LEAVE.....	14
F. FMLA (see chart).....	14
G. COORDINATION OF LEAVES.....	16
H. PARENTAL LEAVE (see chart).....	16
I. UNPAID LEAVES (see chart).....	18
J. FLEXTIME.....	19
ARTICLE V - WORKING CONDITIONS.....	20
A. SCHOOL CALENDAR.....	20
B. SUPERVISION ALLOWANCE.....	20
C. NONSCHOOL EMPLOYMENT.....	20
D. PAYROLL DEDUCTIONS.....	20
E. TEACHER PAYMENT PLANS.....	21
F. MILEAGE REIMBURSEMENT.....	21
G. TEACHER ABSENCES.....	21
H. LESSON PLANS.....	21

I. CREDIT ALLOWANCE FOR RECOGNIZED TRAVEL.....	22
J. PROFESSIONAL CONFERENCES AND VISITATIONS.....	22
K. PROFESSIONAL DEVELOPMENT COMMITTEE.....	22
L. SELECTION OF SUMMER SCHOOL TEACHERS.....	23
M. SUMMER SCHOOL PLANNING TIME.....	23
N. TEACHERS WORK DAY.....	24
O. TEACHER INFORMATION.....	24
P. PLANNING TIME.....	25
Q. CLASS SIZE AND COMPOSITION.....	25
R. TEACHER INDUCTION/MENTORING.....	26
ARTICLE VI - GRIEVANCE PROCEDURE (see chart).....	27
A. DEFINITIONS.....	27
B. PROCEDURE.....	27
C. INFORMAL STEP.....	27
D. STEP ONE.....	28
E. STEP TWO.....	28
F. STEP THREE.....	28
G. STEP FOUR.....	28
H. GRIEVANCE PROCEDURE CHART.....	29
ARTICLE VII – RETIREMENT.....	30
A. ELIGIBILITY.....	30
B. PROCEDURES.....	31
C. BENEFIT.....	31
D. DURATION.....	33
ARTICLE VIII – SALARY PROVISIONS.....	33
A. LIFE INSURANCE.....	33
B. HEALTH INSURANCE.....	34
C. EXTRA CURRICULAR STIPENDS AND EXCESS TIME PAY 2023 - 2024.....	34
D. PROFESSIONAL EDUCATOR MOVES.....	38
E. SALARY PROVISIONS.....	38
F. SALARY SCHEDULE.....	42

ARTICLE IX - GENERAL..... 43
 A. DURATION..... 43
 B. NO STRIKE..... 43
 C. EFFECT OF AGREEMENT..... 43
 D. RATIFICATION OF AGREEMENT..... 44
 E. EXECUTION OF AGREEMENT..... 44
APPENDIX A – LETTERS OF AGREEMENT..... 45
APPENDIX B – NEW HIRE SALARY MATRIX..... 46

ARTICLE I - INTRODUCTION

A. RECOGNITION

This Agreement is entered into on the 1st day of July 2023, by and between the Board of Education of LaGrange Highlands School District 106, Cook County, Illinois, hereinafter referred to as the “Board” and the Highlands Association of Teachers Council of AFT-Local 604, AFL-CIO, hereinafter referred to as the “Union” which is hereby recognized as the sole and exclusive bargaining agent of all full and part-time regularly employed certified personnel (including teachers, social workers, school certified nurses, librarians, permanent substitutes and speech and language pathologists), hereinafter referred to as “teachers”, with regard to wages, hours, and terms and conditions of employment, except for the Superintendent, building principal(s), substitute teachers, all non-certified personnel and educational support employees, as well as other employees who are supervisory, managerial, and/or confidential and as determined by Public Act 83- 1014 and its subsequent rulings. The Board of Education of LaGrange Highlands School District 106 and the Highlands Association of Teachers Council AFT-Local 604, AFL-CIO hereby agree that this July 1, 2023 - June 30, 2028 collective bargaining between the parties shall supercede the August 16, 2019 - August 15, 2024 collective bargaining agreement and be in full force and effect as of July 1, 2023.

B. SCOPE

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, or contrary to statutory law, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law and that provision shall be subject of negotiation with the Union in successor Agreements. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

The Board and the Union agree that in successor agreements to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, which do not compel either party to agree to a proposal or require the making of a concession.

It is agreed that the Union will not require the Board to bargain over matters of inherent managerial policy e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees. Any appendices that are noted as integral parts of this Agreement will be considered part of this Agreement and by this reference are incorporated herein.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and serves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and the Constitution of the State and of the United States. These powers and rights shall include but not be limited to:

1. To direct the work of its employees and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
2. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;
3. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
4. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; to determine the methods of raising revenue; and take action on any matter in the event of an emergency.

This above list is not meant to be exclusive or to at all suggest the limitation of the Board's powers but merely an illustration of the Board's management abilities and rights.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the constitution and laws of the United States.

ARTICLE II – UNION RIGHTS AND RESPONSIBILITIES

A. UNION AND SUPERINTENDENT MEETINGS

The Superintendent or his/her designee shall meet at least monthly with the union leadership at mutually agreeable times during the school term to discuss the operation of this Agreement and matters of mutual concern.

No meeting requiring teachers' attendance shall be called for after school on the third Monday of each month, which is the scheduled Highland Association of Teachers' Union meeting night.

B. USE OF SCHOOL FACILITIES

The Union may hold meetings on District property subsequent to advance notice and approval of the Superintendent.

The Union shall pay for any unusual costs associated with these meetings and such meetings shall not interfere with any aspect of the school programs.

The Union shall have the right to use district mailboxes, e-mail, telephones, and bulletin boards during non-instructional time and e-mail usage subject to the Board Internet Policy. Open Union materials shall be identified as Union publications when distributed throughout the district, and a copy shall be furnished to the Superintendent and appropriate building principal.

C. STATISTICAL DATA

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school district including an annual financial statement, and adopted budget and salary placement for new hires. The Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the administration staff to research and assemble information. At no time will confidential information regarding any employee be shared with the Union.

The Union shall be furnished a copy of the notice of any regular or special meeting of the Board.

D. PRINTING

The Union agrees to pay for the cost of typing this Agreement from a mutually agreed upon copy. A copy ready document will be provided to the administration for reproduction of a reasonable number of copies for dissemination.

E. UNION DUES DEDUCTION

1. The Board, upon notification by the Union and receipt of a copy of a dues authorization card, agrees to deduct from each pay period, starting with the first (1st) pay period and through and including the twentieth (20th) pay period, the member/employee's Union dues from his/her pay and remit such deduction to the Treasurer of the local Union no more than five (5) working days after the payday for which the deduction is made. The Union shall certify a list of member/ employee names and amounts of the bi-monthly Union dues to be deducted and shall provide copies of the listed employees' dues authorization cards. Authorized deductions may be revoked only in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the Superintendent or designee after the close of the revocation window.
2. The Union, the Illinois Federation of Teachers and American Federation of teachers agree to indemnify and hold harmless the Board from all claims, demands, suits, and costs, including attorney's fees, incurred in connection with any such claim, demand, suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this article. The Board shall have the right to retain

legal counsel of its choice to handle any litigation involving compliance with the provisions of this section.

ARTICLE III - GENERAL CONDITIONS

A. PERSONNEL FILES

There shall be only one official file for each teacher. This file shall be maintained by the Superintendent or his/her designee and housed in a central file in the administrative office.

All materials relating to professional performance to be placed in a teacher's official file must be inserted in a timely fashion. Teachers shall be notified when materials are inserted in their files.

Teachers shall have access to all non-confidential information in their file. This access shall occur at a time and in a manner mutually acceptable to the teacher and administration. Clerical persons shall have access to these files only upon the direction of the Superintendent. In all cases, the Superintendent or his/her designee shall be present when a file is being inspected by a teacher. At the request of the teacher, a union representative shall be allowed to be present when a file is being inspected. A teacher has the right to reproduce the non-confidential contents of their personnel file, including but not limited to scanning, copying, and/or printing for personal use.

Pre-employment information not subject to inspection under the Illinois Access to Personnel Records Act shall not be subject to inspection or copying.

Teachers shall have the right to add any material relating to professional performance to his/her official file and to attach dissenting or explanatory material to any document or other piece of material in the file, but within twenty (20) days of notification that materials were inserted.

No person shall remove any material from a teacher's official file without the mutual consent of the teacher and the Superintendent or his/her designee, unless otherwise required by law. The teacher shall be notified of all requests for file materials.

All materials in the teacher's official file shall be respected by the teacher, the administration, and the Board as confidential vis-à-vis students and the general public except as may be required by the Union or the teacher for purposes of representation of the teacher in the implementation of this Agreement, or by the Board in implementing the administration of its personnel.

B. ACADEMIC FREEDOM

Academic freedom shall mean that teachers are free to present instructional materials that are pertinent to the subject and level taught, within the maturity level of students and within the

outlines of the District-wide curriculum and curriculum guides. Teachers shall have the right to use learning materials, methods of instruction and grading procedures within the instructional program according to their best judgment and the accepted guidelines of the District. Teachers shall ensure that all materials and methods are consistent with the approved curriculum guides content and course content. Any deviation from the curriculum guides or course content as described in appropriate Board policy and/or administrative regulations shall have **prior approval** of the respective school principal. Teachers shall ensure that all materials and methods of teaching match the maturity of the learner age group.

C. MEETINGS

Teachers are required to attend faculty, departmental, or other District meetings, called by the Superintendent or his/her designee. The principal and building teachers will work together to minimize the number of required meetings, taking into consideration the ability of teachers to coordinate required functions without the need to convene a required meeting.

The length of voluntary District committee meetings held beyond the regular workday shall not exceed ninety (90) minutes, unless otherwise determined by the committee.

No meeting requiring teachers' attendance shall be called for after school on the third Monday of each month, which is the scheduled Highland Association of Teachers' Union meeting night.

D. TEACHING ASSIGNMENTS

As soon as practicable, teachers shall be notified in writing of change in their teaching assignments for the following school term as to grade level, school, and/or subject area. Administration shall communicate changes in teaching assignment by July 15. If an extenuating circumstance or urgent issue results in the need to change a teaching assignment after July 15, Administration shall notify the teacher(s) affected and Union leadership. At times, it may be determined by Administration and the Board that staffing of an additional, overload teaching assignment (i.e., in which a teacher instructs during his/her planning time) is needed. In such a situation, the overload position will be posted and qualified teachers may apply. For such an assignment, the teacher will be compensated at "1/x" of his/her salary, in which "x" is the number of typical instructional periods taught. Example: If a middle school teacher instructs six (6) classes each day and accepts a seventh (7th) class as an overload, that teacher will be compensated with an additional one-sixth (1/6th) of his/her salary. In the event of an emergency situation, a staff member may be assigned an overload section. In these circumstances, Administration will discuss the issue with Union leadership, including sharing the efforts made to secure an alternate teacher.

E. POSTING

The Superintendent or designee shall distribute electronically to staff via District email, a notice of all open teaching and extra duty positions as they occur. Such posting shall contain

a description of job duties and shall be posted for five (5) work days. If in the opinion of the Superintendent, an emergency exists, then the position may be filled sooner as indicated on the posting. Vacancies that occur over the summer shall be made known to the staff via District email and not filled, unless an emergency situation exists, as determined by the Superintendent, for at least five (5) work days after the posting. In the event that a teacher vacates his/her teaching position during the school year, it is not necessary to post this vacancy if it is filled by another staff member from within the District. The last opening created by internal transfers, however, shall be posted. Teachers applying for such openings, and not appointed, shall be notified in writing.

F. SENIORITY

Seniority is defined as that principle of employment which accords certain benefits and privileges among employees on the basis of length of service.

District seniority is defined as the length of continuous service as a teacher in the District and shall begin on the date that the teacher was officially hired by the Board of Education at an official Board meeting. If two or more teachers have the same seniority, the determining factor will be total certified teaching experience in the District. If a tie still remains, the determining factor will be total certified teaching experience outside the District. If a tie still remains, the teachers will draw lots.

G. TEACHER EVALUATION

The evaluation of professional staff in LaGrange Highlands School District 106 has as a primary objective the improvement of instruction. Teacher evaluation shall be conducted in accordance with the requirements set forth in Section 24A of the Illinois School Code and the District's teacher evaluation plan. The Administration will develop, through collaboration with the Union, the evaluation plan. The Joint Committee will work cooperatively to meet its responsibility to incorporate data and indicators of student growth as a significant factor in rating teacher performance. Classroom teaching performance of regular full-time first and second year classroom teachers will be formally evaluated a minimum of twice each school year. Classroom teaching performance of regular third and fourth year classroom teachers will be formally evaluated once or twice a year, as decided by the administrator. Beyond their fourth year of service, classroom teachers, as a minimum, will be formally evaluated biennially by the administration. Evaluation is an ongoing process, which provides for the examination of specific instruction skills and a general evaluation of overall performance.

In order to assess the quality of the teacher's professional practice, the evaluation plan shall include an instructional framework developed or adopted by the school district that is based upon research regarding effective instruction; addresses at least planning, instructional delivery, and classroom management; and aligns to the Illinois Professional Teaching Standards. The evaluation process shall identify the teacher's strengths and weaknesses, with supporting reasons.

The final summative evaluation shall provide for a rating of each teacher's performance as "excellent", "proficient", "needs improvement" or "unsatisfactory".

H. COMPLAINTS

When an administrator receives a complaint regarding a teacher, the complainant will be encouraged to discuss the complaint with the teacher. In the event the complainant is unwilling to do so, no later than five (5) school days after receipt of the complaint, the teacher will be advised of the complaint and will meet with the administrator to discuss the nature of the complaint. The teacher has the right to ask a union representative to attend this meeting. After giving the teacher an opportunity to respond to the complaint, the administrator will determine if an investigation is warranted. The investigation, if any, will be professional, confidential, and conducted in a discreet manner. The administrator may invite the complainant and the teacher to attend a meeting to discuss the complaint. The teacher will be notified of the action taken based upon the complaint. Should any written record, evaluation, or reprimand result from such a complaint, the teacher shall have the right to attach written comments thereto. The timelines in this section may be extended whenever circumstances dictate.

I. PROGRESSIVE DISCIPLINE

The discipline of teachers shall, in the usual case, follow progressive discipline concepts, and be applied for just cause, with the disciplinary steps being:

1. Verbal warning (record of warning will be transmitted and kept)
2. Written reprimand
3. Suspension without pay
4. Termination

The disciplinary steps shall be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate.

Where the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the Superintendent or designee may apply discipline at a higher step that is reasonably proportionate to the offense committed.

This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in the work force.

When a teacher is required to appear before the Board or the administration concerning any matter which could result in discipline, the teacher will be entitled to have a representative of the Union present. Prior to the meeting, the teacher will be advised of the reasons for the required appearance. The teacher's right to representation shall not apply to regular

evaluation conferences, impromptu meetings and/or conversations relative to regular daily performance.

ARTICLE IV - LEAVES

A. SICK LEAVE

1. Teachers shall be granted sick leave based upon the teacher’s accumulated sick leave prior to the first work day annually as noted below:

No. of Accumulated Sick Days	Annual Teacher Allocation
Less than 100	16
100 - 150	17
150.5 - 200	18
More than 200	20

Three (3) sick leave days per year may be used as personal leave days, according to Section “C” Personal Leave.

Accumulation of sick leave shall be without limitation.

Teachers not employed for a full school year will receive one sick day per each month of service.

Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to 30 days. Immediate family includes: parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardian or others at the discretion of the Superintendent. Those days the Superintendent approves/disapproves at his/her discretion shall not be considered precedent setting.

2. Sick Leave Bank

The Board, in cooperation with the Union, shall maintain a Sick Leave Bank for tenured teachers, who may voluntarily participate. The Union shall be responsible for the administration of the Bank and shall develop rules for implementation of the Bank. A copy of these rules shall be on file in the Superintendent’s Office, as well as electronically for access to each member of the Bank. The Union will immediately give notice to the Superintendent of any approved charges against the Bank. The Union agrees

to hold harmless and indemnify the Board, its members and employees for any claims, damages or other legal actions initiated pursuant to the paragraph.

B. BEREAVEMENT LEAVE

Up to two (2) paid bereavement leave days will be granted, per occurrence, for the death of parents-in-law, brothers-in-law, sisters-in-law, or others at the discretion of the Superintendent. Those days the Superintendent approves/disapproves shall not be considered precedent setting. Up to five (5) paid bereavement leave days will be granted for the death of parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, and legal guardian.

As set forth by the Illinois Family Bereavement Leave Act, 820 ILCS 154/1 et seq., teachers may utilize up to ten work days, inclusive of the days listed above, for the purposes of bereavement. This leave may be paid or unpaid, as designated by the teacher, as long as the teacher has accumulated sufficient days of paid sick leave to cover the designated bereavement period. The ten allowable days are to be granted per occurrence up to a total of six weeks within a 12-month period. Any change in law supersedes the language set forth herein.

C. PERSONAL LEAVE

Each teacher in District 106 will be eligible to use three (3) sick leave days annually as paid personal leave days.

No reason shall be required for the personal leave day use except as noted below:

1. A school day prior to or following a vacation or school holiday, days when parent-teacher conferences have been scheduled, the first week or last week of school, on which formal testing has been scheduled, institute days, or early dismissal days. In case of an emergency or other extenuating circumstances beyond the teacher's control, the Superintendent or designee may grant personal leave days during these times based on his/her absolute non-reviewable discretion, however, the granting or not granting shall not be precedent setting for future requests. In these situations, a reason for the leave request is required.
2. If more than two teachers per school request the same leave day, approval must be obtained by the Superintendent or designee. In these situations, a reason for the leave request is required.

Application for a personal leave day shall be made on the appropriate form and submitted to the Superintendent or designee five (5) school days **prior** to the personal leave day. Within three (3) District business days of submission the person requesting said leave will be notified of approval/denial.

If a teacher has exhausted his/her three (3) personal leave days, the Superintendent or designee may allow the teacher to convert one additional sick leave day to a fourth (4th) personal leave day in case of an emergency or other extenuating circumstance(s) beyond the teacher's control. In these situations, a reason for the leave request is required. Requests for a fourth (4th) personal leave day are subject to the superintendent's absolute non-reviewable discretion and shall not be precedent setting.

Teachers who begin service in District 106 after the 91st day of the school term shall be eligible to use one and one-half sick leave days as a personal leave day. Unused personal days shall not accumulate from year to year, but revert back to sick leave days.

D. JURY DUTY LEAVE

A teacher will be excused at full pay for the purpose of fulfilling jury duty. There shall be no loss of personal leave or salary for jury duty and/or court appearances mandated by subpoena that are related to school.

E. MILITARY LEAVE

Military leave shall be granted for National Guard or Reserve duty or other active duty over which the teacher has no control. During the teacher's absence, the salary will be reduced by the amount of base salary the teacher receives for his/her duties. Additional benefits or limitations for said leave shall be conducted in accordance to State and Federal Law.

F. FMLA (see chart)

Eligible Teachers are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

1. "Eligible Teacher" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,000 hours during the twelve months preceding the period of the requested leave.
2. Eligible teachers will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
 - a. The birth of a child, and to care for the newborn child.
 - b. The placement with the teacher of a child for adoption or foster care, and to care for the newly placed child.
 - c. To care for the teacher's spouse (or partner in a legally recognized civil union), child, or parent with a serious health condition.
 - d. A serious health condition that makes the teacher unable to perform one or more of the essential functions of his or her job.
 - e. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

FMLA leave shall be extended for up to a total of twenty-six (26) weeks per twelve (12) month period to care for a spouse (or partner in a legally recognized civil union), son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

3. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date a teacher uses any FMLA leave. Under this method, each time a teacher takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
4. While FMLA leave is normally unpaid, the District will substitute/apply a teacher's accrued paid personal leave or sick leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted/applied for unpaid FMLA leave. Any substitution/application of paid leave for unpaid FMLA leave will count against the teacher's FMLA leave entitlement. After all available accrued paid personal or sick leave has been expended, the remaining FMLA leave will be unpaid. For example, teachers taking FMLA leave to care for a family member, a member of the teacher's household, or the teacher's own serious health condition must use accrued paid sick leave days concurrently with the running of the period of FMLA leave.

Additionally, a teacher can only use the 30 days of sick leave for birth, adoption or placement for adoption concurrent with FMLA leave, unless the other conditions for which sick leave is available apply.

5. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the teacher, family member, or member of the teacher's household, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable. Whenever feasible, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of intent to return from the leave.
6. FMLA leaves will be governed by the terms of the Family and Medical Leave Act and the regulations issued by the U.S. Department of Labor, including continuation of insurance and reinstatement to an equivalent position, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

G. COORDINATION OF LEAVES

When a teacher contemplates leave in connection with the birth or adoption of a child, the following provisions will apply:

1. For that portion of the pregnancy and recovery period where the teacher is unable to perform the functions of his or her job due to a medical condition, the teacher will be required to use paid accumulated sick and personal leave. During this time of disability, the leave will also be considered qualifying FMLA leave.
2. Beginning with the period of disability preceding the birth of the child, or when the adopted child is received, the teacher may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the teacher has used in the twelve months preceding the start of the requested leave. During the period of FMLA leave in which the teacher is unable to perform the functions of her job, the teacher may use any accumulated sick and personal leave (for conditions for which sick and/or personal leave is applicable). Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid. The teacher will be allowed to continue in the District's health insurance program provided the teacher pays her required share of the monthly premium.
3. A teacher may elect to take parental leave pursuant to Article IV (H) in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article IV (H). While sick leave is not available for use during the period of parental leave, any portion of the leave that qualifies for FMLA leave will be deducted from the teacher's remaining allotment of FMLA leave. Subject to the approval of the District's insurance provider, a teacher on parental leave may continue to participate in the District's health insurance plan by paying all of the required premiums once all FMLA leave is depleted.

H. PARENTAL LEAVE (see chart)

1. A tenured teacher shall be eligible for a parental leave subject to the following:
 - a. The teacher shall advise the Superintendent of the fact of pregnancy and anticipated leave plans no later than sixty (60) calendar days before the expected start of the leave. The teacher shall also provide a written statement from her physician indicating the expected date of delivery and his opinion that the teacher may continue in her employment, including the performance of all regular duties.
 - b. The teacher and the Superintendent shall agree upon a plan for the start and end of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it begins, plus one (1) additional school year.

- c. Sick leave shall not be earned during the period of leave, but any accumulated sick leave available at the time of the start of the leave shall be available upon termination of such leave and return to employment in the District.
 - d. For purposes of advancement on the salary schedule, and seniority credit, a teacher who is employed ninety (90) work days or more shall be entitled to advancement as though the entire year has been completed.
 - e. The period of leave shall be without salary.
2. Under special circumstances, a parental leave may be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing and to further agreement of the teacher that the period of time of the leave and of any year of employment which shall be less than an entire school term, shall not constitute any of the time necessary for employment prior to achieving tenure. The granting of parental leave to one non-tenure teacher shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.
3. Any tenured teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceeding. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It is the responsibility of the applicant to keep the Superintendent informed of the proceeding and, as soon as known the expected date of the delivery to the adoptive parent(s) of the child.
4. Written notice of intent to return to teaching in the system shall be made to the Superintendent by the teacher by February 1st of the final school year of the leave. Failure to so advise the Superintendent shall be treated as notification of election not to return to employment and as a resignation from the District.
5. A teacher on leave may continue insurance coverage at his/her own expense once all FMLA leave is depleted.
6. Upon return to employment at the end of the leave, the teacher will be assigned to a position for which the teacher is qualified. Every consideration shall be given to returning the teacher to his/her former position.
7. Teachers on leave will be subject to the same non-renewal or reduction-in-force displacements as any other teacher.
8. In order to be eligible for additional parental leave(s), the teacher must return to District employment for a period of one full school year prior to being granted the successor parental leave.

9. Acceptance of employment elsewhere during the term of the leave cancels the leave and terminates employment unless the employment is agreed upon in advance by the Board.

I. UNPAID LEAVES (see chart)

Unpaid leaves of absence may be granted to teachers. Applications for such leaves must be made to the Superintendent of Schools in writing at least ninety (90) days before such leaves are to begin. The application must state the period of requested leave and describe such activity as is contemplated during the period of absence. The decision to grant or deny such leaves shall not be precedential with respect to future requests for such leaves.

1. Sick leave shall not be earned during the period of leave, but any accumulated sick leave available at the time of the start of the leave shall be available upon termination of such leave and return to employment in the district.
2. For purposes of advancement on the salary schedule, and seniority credit, a teacher who is employed ninety (90) work days or more shall be entitled to advancement as though the entire year has been completed.
3. The period of leave shall be without salary.
4. A teacher on leave may continue insurance coverage at his/her own expense.
5. Upon return to employment at the end of the leave, the teacher will be assigned to a position for which the teacher is qualified. Every consideration shall be given to returning the teacher to his/her former position.
6. Teachers on leave will be subject to the same non-renewal or reduction-in-force displacements as any other teacher.
7. Acceptance of employment elsewhere during the term of the leave cancels the leave and terminates employment unless the employment is agreed upon in advance by the Board.
8. An unpaid leave may be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing. Further, in granting such leave, the teacher granted leave will not receive credit toward the acquisition of tenure, seniority or benefits for the period of the leave. The granting of such unpaid leave to a non-tenured teacher shall not constitute a precedent for the granting of the leave to any other non-tenured teacher; each case will be judged upon its own merits.
9. In order to be eligible for additional leave(s), the teacher must return to District employment for a period of one full school year prior to being granted the successor leave.

SHORT TERM AND PARENTAL LEAVE OPTIONS*

	SICK LEAVE (ARTICLE VI-A)	FAMILY AND MEDICAL LEAVE ACT (ARTICLE VI-F)	PARENTAL LEAVE (ARTICLE IV-H)
Eligibility	All Teachers	All teachers employed at least one year and who have worked at least 1000 hours during the 12 months preceding the start of the leave	Tenured teachers Non-tenured teachers subject to Board approval
Maximum Length	Until sick leave is exhausted	12 Weeks During any 12-month rolling period	Remainder of school year plus one additional school year
Application Date	As soon as need for sick leave is known	Foreseeable: 30 days prior to start of leave Unforeseeable: as soon as practical after leave begins	No later than 60 calendar days before the expected start of the leave
Return to Work	When sick leave is exhausted or need for leave is removed	Notify District in writing of intent to return 30 calendar days prior to end of leave	Notify District in writing by February 1st of final school years of leave of intent to retire
Insurance	Premiums paid as though teacher was working	Premiums paid as though teacher was working	Premiums paid by teacher unless part of an FMLA leave
Paid/Unpaid	Paid	Paid if teacher has sick leave available and leave would qualify for sick leave use. Otherwise, unpaid	Unpaid

*** This chart is provided for convenience and as a reference, but shall not superseded the contract language**

J. FLEXTIME

A flextime absence is any absence from work for forty-two (42) minutes or less not including the teacher’s lunch break. Flextime absences may be used for the same purposes as set forth above for sick leave (Article IV, Section A) and personal leave (Article IV, Section C).

Before using flextime, teachers must notify the Superintendent or designee and the building principal when they will be using flextime and who will be covering their classroom and other duties.

The District will maintain a record of the number of flextime absences used by each teacher. For every five (5) flextime absences a teacher uses each school year, he/she will be charged one half-day of sick leave.

ARTICLE V - WORKING CONDITIONS

A. SCHOOL CALENDAR

The annual school calendar shall consist of one hundred and eighty-two (182) work days. The Board may designate two (2) evening conferences, each counting as one-half (1/2) workday.

In addition, five (5) days shall be designated as snow or emergency days, which will be used in lieu of days lost from the stated above because of an emergency school closing and which, if not used, at the Board's discretion may be declared non student attendance days at spring vacation or the end of the school term.

This calendar shall be established by the Board in the spring of each year for the following school year. Times for vacations, length of vacations, starting date and closing date, will be determined by the Board after the Union provides advisory input to the Superintendent.

B. SUPERVISION ALLOWANCE

Teachers may be paid up to a total of fourteen (14) hours at the professional rate for any combination of the following activities:

- Up to seven (7) hours setting up teacher workspace and preparing for the school year on the two days immediately prior to the start of the school year.
- Up to seven (7) hours to wrap up at the end of the year on the two days immediately following the end of the school year.
- Any supervision duty including, but not limited to: arrival, dismissal, lunchroom, field trips outside of normal school hours, sporting events, etc.

C. NON-SCHOOL EMPLOYMENT

No staff member shall accept non-school employment which conflicts with his/her ability to carry out the responsibilities and duties of his/her employment and contractual status with District 106.

D. PAYROLL DEDUCTIONS

Upon the request of a teacher, the business office shall make deductions from the teacher's paycheck for:

1. Membership dues to the Highlands Council, A.F.T. - Local 604; 16
2. Current tax-sheltered annuity plans, 457 deferred compensation plans, or others, as approved by the Board;
3. Current payroll savings plans, i.e. Western Springs, Federal Credit Union, U.S. Government Savings Bonds, or others, as approved by the Board;
4. Premium for approved medical/surgical/life insurance or other plans;
5. Others that are mutually agreeable or required by law.

E. TEACHER PAYMENT PLANS

Teachers may select the following payment plans:

1. Twenty (20) equal semi-monthly installments;
2. Twenty-four (24) equal semi-monthly installments - all summer paychecks received on the last day of school.

These semi-monthly salary payments will be on the 15th and each final day of the month. When the 15th or final day of the month falls on a weekend or holiday, payment shall be made on the preceding weekday. After initial election of a payment plan at the end of the school year no change can be made for the following school year.

F. MILEAGE REIMBURSEMENT

Teachers are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used.

Mileage to and from work at the beginning and end of a school day is not claimable.

All mileage claims must be filed in accordance with District regulations on forms provided by the District.

The rate of reimbursement will be determined annually by the Board of Education based on IRS guidelines.

G. TEACHER ABSENCES

Teachers who will be absent shall enter their absence into the absence management system by 6:30 a.m. unless there are extenuating circumstances. If the absence is entered after 6:30 a.m., the teacher will send an email or text directly to the building secretary and administrators notifying them of the absence.

H. LESSON PLANS

Each teacher shall have complete lesson plans for each day's work and have them available in the classroom at all times. These plans would include where to find necessary teacher and student materials, any log-in information, and sufficient information for a substitute teacher to carry on with the regular lesson.

I. CREDIT ALLOWANCE FOR RECOGNIZED TRAVEL

Credit allowance for recognized travel shall be at the discretion of the Superintendent.

Permission for credit allowance for any trip shall be requested of the Superintendent in advance and in writing. Depending on the length of the trip and the anticipated educational benefits, the Superintendent may or may not grant credit.

Following the trip and before credit can be rendered, a written report shall be submitted in duplicate to the Superintendent of schools.

J. PROFESSIONAL CONFERENCES AND VISITATIONS

The Board of Education recognizes the benefits to the District derived by staff members from educational visitations and attendance at professional conferences.

When funds are available and have been budgeted for this purpose, the Board of Education will reimburse staff members for expenses incurred while attending approved professional conferences or approved educational visitations.

In the event that a teacher was asked by administration to attend any such conference outside of their workday, then the teacher may be entitled to compensation for their time at the professional rate. If a teacher elects to attend a conference outside of their workday, they are not entitled to compensation for their time.

K. PROFESSIONAL DEVELOPMENT COMMITTEE

The Administration and Union will convene a Professional Development Committee. The Committee's purpose is to discuss and make recommendations to Administration regarding various aspects of the district's professional development plan, including, but not limited to: the focus and content of professional development offerings; the number of professional development sessions and their placement in the school calendar; the feedback from professional development sessions; and ways to ensure best practices related to professional development, such as differentiated offerings and alignment to School Improvement Plans. The Committee will be co-chaired by a teacher and a designated administrator. When the Committee meets outside of the regular school day the teacher members will receive compensation at the contractual Professional Rate. The Committee will meet at least twice annually to discuss and make recommendations to Administration, per the purpose statement above. The administration will publish the professional development calendar for the school year one week before the first day of school. This calendar will forecast the professional development topics to be covered during Institute Days, School Improvement Days, and late starts. The administration reserves the right to make adjustments to the professional development calendar during the course of the year as it deems necessary.

L. SELECTION OF SUMMER SCHOOL TEACHERS

Notice of summer school teaching positions will be electronically distributed to staff via District email annually by May 1st. The authority to fill such positions shall rest with the designated summer school supervisor who shall select the best-qualified applicant for each position. Priority will be given to assigning teachers to a teaching position based on their current assignment and one grade level above or below their current teaching placement, unless agreed upon by the teacher and the summer school supervisor. The teacher will have the ability to withdraw by May 15th if they disagree with the placement.

District 106 teachers shall have preference to these positions over outside applicants. In determining each selection the designated summer school supervisor shall consider each applicant’s relevant summer school and teaching experience, skills, abilities, interests, and education.

Tentative notice of summer school assignments will be provided by April 1, annually. Applicants who are not selected will receive written notice and may request that the reason(s) for the decision be provided.

M. SUMMER SCHOOL PLANNING TIME

Proposed courses in the District’s summer school program shall be offered to qualified teachers within the bargaining unit before opening the position outside the bargaining unit. Summer school teachers that are not members of the bargaining unit shall be paid at a rate not to exceed the negotiated rate of pay for Union members.

It is agreed by both parties that the paid planning time for summer school shall be based upon the minutes of instructional time per class multiplied by the number of weeks the class is in session as illustrated in the chart below:

Summer School Plan Time						
Hours per class/Weeks in Session	1 Week	2 Weeks	3 Weeks	4 Weeks	5 Weeks	6 Weeks
1.5 hours (Enrichment Courses)	1.2 hrs	2.4 hrs	3.6 hrs	4.8 hrs	6.0 hrs	7.2 hrs
1.5 hours (Math or Reading Achievers Courses)	2 hrs	4 hrs	6 hrs	8 hrs	10 hrs	12 hrs

Plan time will be adjusted proportionally if the number of minutes or weeks is adjusted.

The hours of planning articulated in the table above are based on a 4-day summer school instructional week. Any adjustment up or down in the schedule would equate to an equivalent adjustment in planning time.

If an additional session of a class is taught using the same curriculum, one week’s additional planning time will be paid based on the minutes the additional class is in session.

If an additional class is taught requiring a different curriculum, additional planning time will be paid based on the minutes of the additional class for each week the class is taught as noted above in the chart.

For each newly developed summer course, the teacher shall be compensated for his/her pre-approved curriculum development time at the established Summer School Rate.

N. TEACHERS WORK DAY

The length of the regular workday is 7 hours and 25 minutes, including lunch. Teachers are expected to arrive at least 20 minutes before the regular start of the student day (the time when the students are expected to enter the building). Teachers may depart 10 minutes after the end of the regular student day.

Student Supervision

The administration will attempt to fill all morning and afternoon supervision through teacher volunteers and the assignment of paraprofessionals. If, after assigning volunteers and paraprofessionals, the administration determines more morning or afternoon supervisors are needed to ensure student safety, the administration may assign morning or afternoon supervision to certified staff members. All supervision will be paid at the supervisory rate, and involuntary assignments will be assigned on a weekly basis and distributed evenly among the staff in order of reverse seniority. Administration will post the projected number of openings by August 1st of each year and subsequently repost open positions each month. If additional positions are deemed necessary after the start of the school year, administration will post those positions prior to making involuntary assignments.

On professional growth days, teachers are expected to arrive at least 35 minutes before the start of the regular student day, and they will attend 75 minutes of professional growth before the start of the student day. There will be no more than two professional growth days during any single month. On occasion, this time may be used for faculty meetings.

The Board retains the right to adjust the working hours of the employees as a result of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent or designee and is expressly excluded from the provisions of the grievance procedure.

The Board reserves the right to adjust working hours as a result in a change of student attendance hours.

O. TEACHER INFORMATION

Annually, no later than August 1, each teacher shall receive notice of his/her accumulated sick leave, previous year's base salary, current salary paid and degree and graduate hours earned through the end of the next school year, provided that the employee provide the appropriate transcripts to the administration no later than June 30th of the previous school year. Any transcript submitted after that date will not be considered until the next window period.

P. PLANNING TIME

It is the intent of the parties that the plan time for all teachers shall be in a range of 410 minutes to 580 minutes per regular workweek, which shall include the 20 minutes of non-

instructional time before the start of the students' regular school day. This provision, in regard to plan time, does not apply to nurses.

Part-time teachers shall receive prorated planning time. Plan time for all teachers shall include at least one twenty-five (25) minute segment excluding the 20 minutes before the school day. If a teacher participates in a staffing or professional meeting during planning time that results in the teacher having less than 25 minutes of planning time for that day, the teacher will be compensated for the loss of the planning time at the contractual Professional Rate or receive equivalent alternative planning time within the same week, if possible. If the alternative planning time offered is inconvenient, the teacher and administrator will work together to determine and agree upon a different option. The choice of pay or alternative plan time will be made by the Superintendent or designee.

When a teacher substitutes during his/her planning time, the time will be compensated at the contractual Professional Rate. When a teacher is assigned by administration or designee to substitute by assuming responsibility for a class in addition to his/her own class, the time will be compensated at the contractual Professional Rate. Example: A classroom teacher has his/her own class and, due to a lack of substitute teachers (in-house and external), also assumes responsibility for another class which results in 30 or more students in the combined class.

In such a situation, the teacher will receive the contractual Professional Rate. In the absence of a nurse which requires the remaining nurse to address the needs of students in both schools, the nurse will be compensated at the contractual Professional Rate.

In the event a physical education teacher is assigned to locker room supervision within his/her plan time, the teacher shall be paid at the extra duty supervisory rate of pay for the time.

Q. CLASS SIZE AND COMPOSITION

The Board and the Union recognize the importance of class size and composition on teacher productivity and student achievement. The parties also recognize the challenges and limitations created by space and financial considerations when attempting to create optimal class groupings.

When attempting to balance class size or compositions at all levels, including subject areas, the following factors will be taken into consideration: students' age, gender, student ability levels and needs, and teachers' skills, experience and abilities.

Any teacher who has concerns about the composition of a class to which the teacher is assigned may request and will receive an opportunity for a review of the situation. This review will initially be conducted by the Principal. In attendances at each level of the review process at the elementary school level will be the affected teacher, a Union representative,

and the other grade level teachers. At the middle school level, participants in the review process will be the affected teacher, the subject area team, and a Union representative. The decision of the Principal may be appealed by the teacher to the Superintendent and the Board for a final determination.

When a class size exceeds 25 students, the Principal will automatically convene a meeting of the affected teacher, a Union representative, and the other grade level/subject area teachers within five (5) school days of finalizing the schedule to discuss and outline options of support.

R. TEACHER INDUCTION/MENTORING

The Superintendent has instituted an induction/mentoring program to assist newly-hired teachers (“protégé”) in their transition to teaching in the District. Each protégé will be paired with a mentor teacher, who will provide advice and assistance to the protégé.

The participation of the mentor shall be voluntary. Principals will email all certified staff of the available positions by August 1st. Teachers may volunteer to serve as mentors. In the event an insufficient number of volunteers are available or the volunteers available would not be an appropriate match for the protégé, the principal may personally solicit specific individuals to serve as mentors. The final decision on the selection of the mentors rests with the principal. Mentors will be paid the stipend listed in the Extra Duty Schedule. If a new teacher is part-time or if a new teacher is hired mid-year, he/she may be provided a mentor as deemed necessary by the administration. The mentor teacher will be paid for all hours pre-approved by the administration, up to the full stipend amount. Long term substitutes may be provided a mentor and the mentor may submit a timesheet for the professional rate based on hours agreed upon by the principal and the mentor, up to 20 hours.

The induction/mentoring program will be evaluated annually by the Superintendent, who will solicit input from mentors and protégés. The program model endorsed by the Illinois State Board of Education will be reviewed by the Administration and Union to determine its usefulness, if any, for the District model.

ARTICLE VI - GRIEVANCE PROCEDURE (see chart)

A. DEFINITIONS

1. **GRIEVANCE:** A grievance shall be defined as a complaint that there has been an alleged violation, misapplication, or misinterpretation of any of the specific provisions of this Agreement, any subsequent Memorandums of Understanding or Letters of Agreement.
2. **TIME LIMITS:** All time limits consist of school days. When school is not in session, time limits will be defined as days when the District business office is open. Official school holidays shall not be counted as part of this time limit.

The failure of a teacher or the Union to act within the time limit will act as a bar to any further appeal and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Union to proceed to the next step. Time limits may be extended only by mutual agreement.

3. **STATEMENT OF BASIC PRINCIPLES:** At least one (1) Union representative and one (1) representative of the Administration shall be present at any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. The teacher or group of teachers involved in the grievance have the right to be present at the meeting and to be represented by the Union. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the teacher's supervisor, however the grievance cannot be adjusted, finalized, or resolved without providing written notice of the proposed resolution to the Union President, at least 2 school business days prior to the official resolution of the grievance. The final disposition of any grievance shall be reported to both the grievant(s) and the Union President, and shall be consistent with the terms of this Agreement.

B. PROCEDURE

Hearings and conferences held under this procedure shall be conducted at a time and place determined by mutual agreement which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.

C. INFORMAL STEP

Before a grievance is filed, a sincere attempt should be made to resolve any differences informally between the aggrieved and the principal or whomever the grievance is against. At a minimum at this meeting, a Union representative(s) is entitled to be present if requested by the teacher(s).

The informal step as well as the other grievance stages may be bypassed to arbitration upon mutual agreement between the Board and the Union.

D. STEP ONE

The filing of the grievance must be within twenty (20) school days of either the first occurrence of the grievance or the Union and/or grievant becoming aware of the grievance. The aggrieved teacher or the Union shall present the grievance in writing to the appropriate administrator who will arrange for a meeting to take place within five (5) school days after receipt of the written grievance. The administrator shall respond in writing within five (5) school days after the meeting to the teacher, Superintendent, and the Union President.

E. STEP TWO

In the event the grievance has not been satisfactorily resolved in step one, the aggrieved teacher or his/her union designee, will file in writing, within five (5) school days of the

receipt of the administrator's written response, a letter to the Superintendent requesting a meeting.

Within five (5) school days, after such written grievance is received by the Superintendent, the aggrieved, the Union representatives not to exceed four (4), the appropriate administrator, and the Superintendent will meet to resolve the grievance. The Superintendent will respond in writing within five (5) school days of step two's grievance meeting to the teacher, administrator, and Union President.

F. STEP THREE

In the event the grievance has not been satisfactorily resolved in STEP TWO, the Union will submit in writing the grievance to the Board of Education. If the appeal to the Board is submitted at least five (5) school days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than five (5) school days' notice before the Board's regularly scheduled meeting, then the grievance meeting may be scheduled for the following regular Board meeting, or the Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting. The grievance appeal will be heard during executive session. The Board will provide a written response within ten (10) school days of the grievance appeal. The ten (10) –day period may be extended by mutual agreement.

G. STEP FOUR

If the grievance is not resolved satisfactorily to the union in STEP THREE there shall be a fourth step of impartial arbitration. The Union may submit in writing within ten (10) school days of the Board of Education's decision a request to enter into such arbitration. The parties shall jointly request the American Arbitration Association to submit to them a list of five arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list the party requesting arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and the Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred will be paid for by the party engaging the legal counsel.

The arbitrator is limited solely and simply to interpretation and implementation of the terms of this contract; both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

H. GRIEVANCE PROCEDURE CHART

GRIEVANCE PROCEDURE		WHO'S INVOLVED	PAPERWORK	TIME LIMITS	UNION
INFORMAL STEP		The aggrieved teacher an/or Union, principal or whomever the grievance is against	None	1) Within 20 school days of the first occurrence of the grievance OR the Union and/or the grievant becoming aware of the grievance	If desired
STEP ONE	FILING	Teacher OR Union	Submitted in writing to appropriate administrator	1) Within 20 school days of the first occurrence of the grievance OR the Union and/or the grievant becoming aware of the grievance	YES
	MEETING	Administrator will arrange meeting: Appropriate Administrator, Teacher and/or Union Representative(s)		Within 5 school days after receipt of written grievance	YES
	RESPONSE	Administrator	Response in writing to: the teacher, Superintendent and Union President	Within 5 school days after the meeting	YES
STEP TWO	AGGRIEVED RESPONSE	The aggrieved teacher OR Union Designee	Letter to Superintendent requesting a meeting	Within 5 school days after receiving administrator's response	YES
	MEETING	The aggrieved, Union Representatives (not to exceed 4 reps), Appropriate Administrator, Superintendent		Within 5 school days after receiving administrator's response	YES
	RESPONSE	Superintendent	Response in writing to: Teacher, Administrator, and Union President	Within 5 school days of grievance meeting	YES

GRIEVANCE PROCEDURE		WHO'S INVOLVED	PAPERWORK	TIME LIMITS	UNION
STEP THREE	AGGRIEVED RESPONSE	The aggrieved teacher OR Union Designee	Letter to Board of Education requesting a grievance appeal meeting (executive session)	At least 5 days prior to a regular Board meeting for that Board meeting; if not at least 5 days prior to a regular Board meeting, may be scheduled for next regular meeting; OR at Board sole discretion, Board may schedule a special meeting	YES
	MEETING	The aggrieved, Union Representatives (not to exceed 4 reps), Appropriate Administrator, Superintendent, Board of Education		At least 5 days prior to a regular Board meeting for that Board meeting; if not at least 5 days prior to a regular Board meeting, may be scheduled for next regular meeting; OR at Board sole discretion, Board may schedule a special meeting	YES
	RESPONSE	Board of Education	Response in writing to: Teacher, Administrator, and Union President	Within 10 school days of the grievance appeal meeting (may be extended by mutual agreement)	YES
STEP FOUR	Impartial Arbitration Request	Union	Request for arbitration in writing	Within 10 school days of Board of Education's decision	YES
	American Arbitration Assoc.	Administration, Union	Request jointly list of 5 arbitrator's names and qualifications		YES
	Procedure	Administration, Union	Either party may reject one entire list. Another list is submitted by the AAA. Party requesting arbitration will strike 2 names. Other party will strike 2 names. Remaining name shall be arbitrator.		YES

* This chart is provided for convenience and as a reference but shall not supersede the contract language.

ARTICLE VII – RETIREMENT

A. ELIGIBILITY

A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria:

1. Completed at least 15 years of full time service (or equivalent thereof) in the District; and
2. Are considered by the Illinois Teachers' Retirement System ("TRS") to be age 55 on the date of the teacher's retirement; and
3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2032. Provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the Modified Early Retirement Option, or this District program, but not both.
4. Submitted a Letter of Intent to Retire as required below.

B. PROCEDURES

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2032. This letter of intent to retire must be received by the Superintendent by February 1st of any year of this agreement. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

The Board shall grant a number of requests for this district plan of not less than ten percent (10%) of those teachers eligible to retire in any one year. All requests will be granted according to seniority. Seniority will be determined by the date the teacher was officially hired by the Board. However, upon the sole discretion of the Board, it may grant more than ten percent (10%) of those teachers eligible to retire in any one year. The Board's decision to allow more than 10% of those eligible to retire will be non- precedential and its decision to grant or deny such will not be subject to review.

C. BENEFIT

Current certified staff may apply for the following retirement incentives, provided they will be eligible to retire with TRS pension benefits within the next four (4) years. A teacher must submit their intent to retire by no later than February 1st of the school year prior to the year in which they will begin receiving retirement incentives.

1. STIPEND

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 5% over the teacher's prior year's reported TRS creditable earnings beginning with the school year in which notice is given in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program (5% paid by the Board and an optional 1% deducted from the teacher's service stipend as set forth below). The number of increases a teacher will be eligible for will be determined by the following:

In order to receive all four years of retirement increases a teacher must retire within five (5) years of when she is first eligible to retire with full TRS pension benefits. For each school year that a teacher delays their retirement beyond this five-year window, the number of retirement increases will be reduced by one.

Examples:

Teacher A is eligible to retire in 2028 with a full TRS pension. She submits a Letter of Intent to Retire in four years prior to February 1, 2024. Teacher A will receive four years of retirement increases.

Teacher B is eligible to retire in 2028 with a full TRS pension. She does not feel ready to retire until 2033, so she submits a Letter of Intent to Retire by February 1, 2029. Teacher B will receive four years of retirement increases.

Teacher C is eligible to retire in 2028 with a full TRS pension. She does not feel ready to retire until 2035, two (2) years beyond the five-year window. Teacher C will receive retirement increases for two years only.

Teacher D is eligible to retire in 2028 with a full TRS pension. She does not feel ready to retire until 2038, five (5) years beyond the five-year window. Teacher D will receive no retirement increases.

The Board and the Union shall create a form to memorialize a teacher's individual retirement benefits upon notice of retirement, with stated amounts of increases and post-retirement benefits. The purpose of such form will be to protect the employee from any defaults that may result in an earnings reduction, and protect the District from incurring any TRS penalties.

In the event a life-altering event occurs after a teacher tenders their notice of retirement, the teacher may withdraw the notice up until the time the Board has tendered an offer of employment to a replacement for the teacher. In that event, the teacher's retirement

benefit shall terminate and the teacher will be paid, based on educational attainment and years of service, at the same rate as what they would have been paid had they not submitted their retirement notice. Life-altering events are those that have a significant and negative financial impact on the teacher such as the loss of a spouse, etc.

A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increase provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive creditable earnings increase for more than 6% over the teacher's prior year's creditable earnings.

2. SERVICE STIPEND

The Board of Education shall additionally pay to each eligible retiree a post-retirement service stipend for each year of full-time teacher service (or equivalent thereof) in District 106 of \$550 per year of service, up to \$20,000. This service stipend will not be due, owing or payable until after the teacher has retired and received his or her final paycheck for regular earnings. If a teacher has put in for the retirement incentives who would otherwise have earned a greater than 6% raise in one or more of those years, their earnings will be reduced to the equivalent of a 6% raise, and the difference will be added to the service stipend. No teacher who has given notice of early retirement will receive pay increases that will result in an additional payment/penalty to TRS by the Board. If a teacher retires without providing sufficient notice and this results in the District being required to pay a TRS penalty, the teacher will be required to pay the District back an amount equal to the penalty.

A retiring teacher may elect to increase his/her TRS creditable earnings by an additional 1% over the teacher's prior year's reported TRS creditable earnings, for a total of 6% over the teacher's prior year's reported TRS creditable earnings, for each remaining year of the teacher's employment in the District beginning with the school year in which notice is given by deducting sufficient dollars to raise his/her creditable earnings by 1% from this service stipend. Any such deductions will be added together and the sum will be subtracted from the applicable service stipend to determine the final amount of the service stipend. Any dollars remaining from the service stipend calculation thereafter, shall be the property of the teacher and paid as a post-retirement bonus as noted above.

D. DURATION

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond February 1, 2024, nor shall the same be regarded as a policy, custom, practice, or contractual agreement between the parties beyond such date. Nothing in this

Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this agreement during or after June 30, 2024.

In the event there are changes to the Teacher's Retirement System laws or regulations that would result in the District having to pay a penalty or make an additional contribution because of the benefits provided herein, the District and the Association will negotiate changes to this plan to eliminate the factor(s) that would cause a penalty or contribution to be assessed.

ARTICLE VIII – SALARY PROVISIONS

A. LIFE INSURANCE

The Board will provide group term life insurance for all teachers covered by this Agreement. The amount of coverage shall be \$50,000.

B. HEALTH INSURANCE

The Board will offer a health insurance program for teachers. The Board will pay ninety-three percent (93%) of the individual coverage premium and the Board will pay sixty-five percent (65%) of the family or employee plus one coverage premium. HAT members who were enrolled in PPO family insurance in FY23 will receive an annual \$800 stipend each year that they remain enrolled in the PPO family insurance. This does not include those who were enrolled in the PPO Blue Choice family plan. This \$800 is equivalent to the amount above the District's 65% portion that those employees were not required to pay in FY23. This stipend will be paid on the May 15th paycheck.

A teacher who elects not to take health insurance coverage from the District program will be paid an insurance waiver stipend each year of such election. If insurance is waived for the entire fiscal year, the teacher will receive a full stipend of \$1,500. If the employee has a Qualifying Life Event (e.g. getting married, having a baby, or losing health coverage) the employee may elect to enroll in the District insurance and/or receive a partial stipend. A partial stipend will be prorated from \$1,500 based on the number of months insurance was waived; a waived month is to be defined as a month following when the change was made. Any partial or full insurance waiver stipends will be paid on the May 15th paycheck.

Example:

A teacher begins the year taking health insurance coverage from the District. On November 12, the teacher experiences a life event and moves off the insurance plan. This teacher would be considered on the insurance coverage for July – November (5 months) and off the insurance coverage for December – June (7 months). Therefore, the teacher would receive \$875, or 7/12 of the \$1,500 stipend.

Any teacher who retires after the 2018-19 school year and beyond will be eligible to participate in the District health insurance program. Retired teachers will be required to pay 100% of the premium.

C. EXTRA CURRICULAR STIPENDS AND EXCESS TIME PAY 2023 - 2024

ACTIVITY (# of positions)	Hours	2023-24	2024-25	2025-26	2026-27	2027-28	How is it paid?
Supervision Rate	Hourly	\$32.51	\$33.00	\$33.50	\$34.00	\$34.51	
Professional Rate	Hourly	\$44.80	\$45.47	\$46.15	\$46.84	\$47.54	
Lunchroom Supervision	Hourly	\$37.54	\$38.10	\$38.67	\$39.25	\$39.84	
Scorekeeper/Timer	Per Event	\$59.73	\$60.63	\$61.54	\$62.46	\$63.40	
Summer School	Hourly	\$54.96	\$55.78	\$56.62	\$57.47	\$58.33	
Art Club - Elementary (1)	50	\$2,240	\$2,274	\$2,308	\$2,342	\$2,377	End of Activity
Art Club - Middle (1)	30	\$1,344	\$1,364	\$1,385	\$1,405	\$1,426	End of Activity
Athletic Director (1)	88	\$3,942	\$4,001	\$4,061	\$4,122	\$4,184	Quarterly
Basketball, 7th Grade Girls (1)	91	\$4,077	\$4,138	\$4,200	\$4,262	\$4,326	End of Activity
Basketball, 8th Grade Girls (1)	91	\$4,077	\$4,138	\$4,200	\$4,262	\$4,326	End of Activity
Basketball, 7th Grade Boys (1)	101	\$4,525	\$4,592	\$4,661	\$4,731	\$4,802	End of Activity
Basketball, 8th Grade Boys (1)	101	\$4,525	\$4,592	\$4,661	\$4,731	\$4,802	End of Activity
Battle of the Books (1)	18	\$806	\$818	\$831	\$843	\$856	End of Activity
Book Club - Elementary (2)	16	\$717	\$728	\$738	\$749	\$761	End of Activity
Bowling (1)	27	\$1,210	\$1,228	\$1,246	\$1,265	\$1,284	End of Activity
Business Club & School Store - ES (1)	25	\$1,120	\$1,137	\$1,154	\$1,171	\$1,189	Quarterly
Buzz Words Spelling Club (1)	16	\$717	\$728	\$738	\$749	\$761	End of Activity
Chamber Orchestra (1)	50	\$2,240	\$2,274	\$2,308	\$2,342	\$2,377	Quarterly
Cheerleading, 7th (1)	95	\$4,256	\$4,320	\$4,384	\$4,450	\$4,516	End of Activity
Cheerleading, 8th (1)	95	\$4,256	\$4,320	\$4,384	\$4,450	\$4,516	End of Activity
Chess Club - 2 sessions (1)	16	\$717	\$728	\$738	\$749	\$761	End of Activity
Choir - 4th/5th Grade (1)	40	\$1,792	\$1,819	\$1,846	\$1,874	\$1,902	End of Activity
Chorus (1)	40	\$1,792	\$1,819	\$1,846	\$1,874	\$1,902	End of Activity
Cross Country (4)	71	\$3,181	\$3,228	\$3,277	\$3,326	\$3,375	End of Activity
Dance Team (1)	66	\$2,957	\$3,001	\$3,046	\$3,091	\$3,138	End of Activity
Elementary Band (1)	68	\$3,046	\$3,092	\$3,138	\$3,185	\$3,233	Quarterly
Elementary Orchestra (1)	65	\$2,912	\$2,956	\$3,000	\$3,045	\$3,090	Quarterly
Fitness Club (1)	36	\$1,613	\$1,637	\$1,661	\$1,686	\$1,711	End of Activity
Game Club (1)	12	\$538	\$546	\$554	\$562	\$570	End of Activity
Garden Club (1)	30	\$1,344	\$1,364	\$1,385	\$1,405	\$1,426	End of Activity
Intramural Sports (2)	60	\$2,688	\$2,728	\$2,769	\$2,810	\$2,852	End of Activity
Jazz Band (1)	58	\$2,598	\$2,637	\$2,677	\$2,717	\$2,757	Quarterly
Math Team (1)	36	\$1,613	\$1,637	\$1,661	\$1,686	\$1,711	Quarterly
Mentor, 0-2 years (6)	36	\$1,613	\$1,637	\$1,661	\$1,686	\$1,711	Quarterly
Mentor, 3+ years (3)	24	\$1,075	\$1,091	\$1,108	\$1,124	\$1,141	Quarterly
Middle School Band (1)	137	\$6,138	\$6,229	\$6,323	\$6,417	\$6,513	Quarterly
Middle School Orchestra (1)	103	\$4,614	\$4,683	\$4,753	\$4,825	\$4,897	Quarterly
Musical Choreographer (1)	25	\$1,120	\$1,137	\$1,154	\$1,171	\$1,189	End of Activity
Musical Director (1)	105	\$4,704	\$4,774	\$4,846	\$4,918	\$4,992	End of Activity
Musical Set Design (1)	25	\$1,120	\$1,137	\$1,154	\$1,171	\$1,189	End of Activity
Newspaper (1)	65	\$2,912	\$2,956	\$3,000	\$3,045	\$3,090	Quarterly
Outdoor Education (7)	two nights	\$636	\$645	\$655	\$665	\$675	End of Activity
Peer Leadership/Friendship (2)	10	\$448	\$455	\$462	\$468	\$475	End of Activity
Rainbows (4)	10	\$448	\$455	\$462	\$468	\$475	End of Activity
Recycling Club (1)	28	\$1,254	\$1,273	\$1,292	\$1,312	\$1,331	Quarterly
Show Choir (1)	69	\$3,091	\$3,137	\$3,184	\$3,232	\$3,280	Quarterly
Soccer (2)	71	\$3,181	\$3,228	\$3,277	\$3,326	\$3,375	End of Activity
Softball, 7th (1)	66	\$2,957	\$3,001	\$3,046	\$3,091	\$3,138	End of Activity
Softball, 8th (1)	66	\$2,957	\$3,001	\$3,046	\$3,091	\$3,138	End of Activity
Softball, 7th (1)	66	\$2,957	\$3,001	\$3,046	\$3,091	\$3,138	End of Activity
Softball, 8th (1)	66	\$2,957	\$3,001	\$3,046	\$3,091	\$3,138	End of Activity
SOS Club (1)	14	\$627	\$637	\$646	\$656	\$665	Quarterly
STEM Club - 3rd Grade (1)	60	\$2,688	\$2,728	\$2,769	\$2,810	\$2,852	End of Activity
STEM Club - 4th Grade (1)	60	\$2,688	\$2,728	\$2,769	\$2,810	\$2,852	End of Activity
Student Council (1)	84	\$3,763	\$3,819	\$3,877	\$3,935	\$3,993	Quarterly
Team Leader (11)	54	\$2,419	\$2,455	\$2,492	\$2,529	\$2,567	Quarterly
Tech Club (1)	50	\$2,240	\$2,274	\$2,308	\$2,342	\$2,377	Quarterly
Volleyball, 7th Grade Girls (1)	80	\$3,584	\$3,638	\$3,692	\$3,747	\$3,803	End of Activity
Volleyball, 8th Grade Girls (1)	80	\$3,584	\$3,638	\$3,692	\$3,747	\$3,803	End of Activity
Volleyball, 7th Grade Boys (1)	72	\$3,226	\$3,274	\$3,323	\$3,372	\$3,423	End of Activity
Volleyball, 8th Grade Boys (1)	72	\$3,226	\$3,274	\$3,323	\$3,372	\$3,423	End of Activity
Yearbook - Elementary (1)	115	\$5,152	\$5,229	\$5,307	\$5,387	\$5,467	Quarterly
Yearbook - Middle (1)	100	\$4,480	\$4,547	\$4,615	\$4,684	\$4,754	Quarterly
TOTALS		\$192,648	\$195,538	\$198,471	\$201,448	\$204,470	

*Rates above reflect total pay for the activity, which will be divided and paid in four quarterly installments.

For the 2023-2028 contract years, teachers will be compensated for extra-curricular stipends (sports, fine arts, academic and non-academic enrichment) and excess time (hourly rates for supervision, mentoring, summer school, and other hourly activities) as set forth in the chart above. The listing of Extra Duty assignments in the table above in no way is to be considered as a minimum listing, and the Board reserves the right to delete or add to this listing as it determines to be in the best interest of the district.

For the 2023-2024, 2024-2025, 2025-2026, 2026-27, and 2027-2028 school years, hourly rates will increase 1.5% each contract year. The total pool of money for extra-curricular stipends will also increase 1.5% each contract year, however, individual stipend rates will be adjusted through the work of the stipend review committee, as described below.

1. Stipend Review Committee

By April 1, the Administration and the Union will form a stipend review committee to review/create job descriptions for each extra-curricular stipend, and review the extra-curricular program of the District in relation to the needs and interests of the students in the District. The committee will also make recommendations in regard to the appropriate rate of pay for each extra-curricular position offered by the District. Recommendations for adjustments in rate of pay will be submitted to the Board for approval by June 30th of each year. The purpose of this committee's annual work will be to identify unfilled stipend positions or discontinued clubs/activities. New club/activity applications will be reviewed and created based on student interest. Stipends for new clubs/activities will use the same formula as current clubs. The pool of available dollars for stipends and each individual stipend will increase annually by 1.5%

2. Assignment of Extra-Duty

All Extra Duty activities and assignments need to be pre-approved by Administration.

The Superintendent or designee shall distribute electronically to staff, via District email, a notice of all open Extra Duty positions as they occur. Such posting shall contain a description of job duties, and it shall be posted for five (5) work days. If in the opinion of the Superintendent, an emergency exists, then the position may be filled sooner as indicated on the posting. Vacancies that occur over the summer shall be made known to the staff via District email and not filled, unless an emergency situation exists, as determined by the Superintendent, for at least five (5) work days after the posting.

By October 15, the teacher will receive an Extra Duty letter separate from his/her salary letter.

For those activities which are paid upon completion of an activity, the teacher is responsible for submitting a form for approval to the principal who will then forward it to the district office.

Payments for stipends paid quarterly shall be paid in the 5th, 10th, 15th, and 20th paycheck of the teacher pay schedule.

Teachers will be paid for lunchroom, playground, outdoor supervision, and crossing duty for only those days when supervision was provided, unless the supervision was missed due to the teacher(s) being required by the Administration to attend school-related functions. Timesheets should be filled out to receive compensation for these extra duties.

*The Professional assignments and activities to be paid at the hourly professional rate (must be pre-approved by Administration) shall include district-mandated professional development sessions and workshops held outside the workday; curriculum development conducted outside the workday; homebound tutoring conducted outside the workday; and preparation time conducted outside the workday when preparing for a formal school or district presentation. If a teacher is mandated by the district to participate in a presentation, program or activity that is outside the regular workday and is above and beyond the one (1) activity established as a professional responsibility, the hourly professional rate shall be paid. When an optional and voluntary professional development opportunity is offered, this activity may be offered without compensating participants at the hourly professional rate or may be offered with alternate compensation, such as a one-time honorarium.

**Supervisory assignments include assignments which are supervisory in nature and any required supervision of students. Supervisory assignments may include but are not limited to: am/pm supervision, concerts, dances, evening extended programs, extended day study hall, and extended day field trips.

+With a maximum total of \$3,190 for all participants per musical in each school year.

For the Extra Duty activities designated as being paid "Per Hour" or "Per Event," teachers will be paid for only those days when supervision was provided, unless the supervision was missed due to the teacher(s) being required by the Administration to attend school-related functions. Timesheets should be filled out to receive compensation for these extra duties.

In the event no qualified bargaining unit members elects to accept an Extra Duty position, the Board may staff the Extra Duty with a non-bargaining unit member at a rate of pay, if any, not to exceed the contract stipend(s). If any Extra Duty position is filled by a non-bargaining unit member, it must be reposted the following school year.

D. PROFESSIONAL EDUCATOR MOVES

Teachers who are required by the District to pack/unpack their entire room for the purpose of construction, relocation, or other reason, will receive a \$250 stipend.

Teachers who are required by the District to pack/unpack their materials from a shared space for the purpose of construction, relocation, or other reason, will receive a \$125 stipend.

E. SALARY PROVISIONS

In school years 2024-25, 2025-26, 2026-27, and 2027-28, annual salary raises for HAT members who are not “off schedule” will be calculated as defined in the bargaining agreement using the annual CPI rate, as limited by Property Tax Extension Limitation Law (PTELL), which is released in January of each year. For example, the annual CPI rate released in January 2024 will be utilized to determine raises for the 2024-25 school year. Administration will inform the union president of the CPI rate within two (2) weeks of its release.

1. Annual Increases. Annual increases are not automatic and may be withheld, through Board action, if the most recent summative evaluation rating was “Unsatisfactory.” The Superintendent will consult with Union leadership before making a recommendation regarding the annual increase to the Board of Education.
2. Credit for Past Experience. Full credit for applicable previous full-time teaching experience of up to ten (10) years may be given on the salary matrix. Such experience must be applicable to the teaching assignment offered. The Board reserves the right to judge applicability of experience to be counted on this schedule and make adjustment in new teacher placement as deemed necessary according to the District’s need.

Partial credit for applicable previous part-time teaching experience of up to ten (10) years may be given on the salary matrix. Such experience must be applicable to the teaching assignment offered and be completed while holding a Professional Educator’s License. The number of years multiplied by their respective FTE will be totaled for equivalent service. That total will always be rounded up.

For example: If Teacher A has three years of part-time teaching experience at a 0.3 FTE, then that shall be totaled to 0.9 FTE and given credit for one year. If Teacher B has one year teaching experience at 0.5 FTE and two years of teaching experience at 0.6 FTE,

then their credit will be calculated as follows:

$(1 \times 0.5) + (2 \times 0.6) = 1.7$, for which the teacher would be granted 2 years.

3. Retirement Contributions. The Board will shelter the entire retirement contribution of the State Teachers' Retirement System of Illinois within the compensation schedule.
4. Credit for Military Service. Credit shall be allowed for military service when the service term follows full-time employment in District #106. This credit shall not exceed two (2) years.
5. Credit for Graduate Work. Teachers may receive credit on the salary matrix by completing graduate coursework. For a teacher whose highest degree earned is a Bachelor's, the coursework must be part of an approved Master's program or a program or area of focus that meets a specific District need; for all teachers, the coursework shall be applicable to the teacher's professional assignment or otherwise be of value to the District. Graduate credit shall be counted toward salary advancement under the following terms:
 - a. During their entire term of employment at the District, Teachers may receive credit for 36 graduate hours after a BA, and 50 graduate hours after a M.A.
 - b. Teachers may receive credit for a maximum of 18 graduate hours earned per school year.

In order to ensure the coursework is of the highest quality and maximally beneficial for our teachers and students, the following criteria will be used when evaluating all coursework approval requests.

1. Designed, taught and evaluated by staff affiliated with the institution of higher learning granting the credit
 2. Graduate-level
 3. Offered by a regionally accredited college or university.
- c. New hires shall be credited \$150 per hour for each graduate hour earned beyond the Bachelor's or Master's degree upon hire and placement on the salary matrix. Following initial hire and placement on the salary matrix, teachers shall be paid \$200 for each new graduate hour earned.

Speech-language pathologists and social workers with Master's degrees will be granted credit for 24 additional credit hours (\$3,600) in their base salaries upon hire. These additional credit hours will count towards their maximum accrual of 50 hours.

SLPs and SWs currently employed by the District will be given retroactive credit for the 24 hours, which will count towards their maximum accrual of 50 hours. They will

also receive the \$3,600 increase for these credit hours. The \$1,500 salary adjustment they received upon hire will be deducted from that \$3,600.

EXAMPLE: If a current HAT SLP or SW was hired at MA+0 at a salary of \$48,500 (\$47,000 + \$1,500), they would be changed to MA +24 and receive a \$2,100 base salary increase in addition to the regular annual salary increase. If a currently employed SLP or SW has already achieved MA +50, they will receive a \$900 base salary increase.

- d. In addition to the compensation listed in part 5c above, a teacher who earns a Master's Degree and has not received a master's adjustment in prior years shall receive \$1,500 added to the base salary.
- e. Graduate coursework must be preapproved by the Superintendent. For preapproval of graduate credit hours, teachers must submit the course description and/or syllabus to the Superintendent about the coursework at least 10 business days prior to the start date of the course. Approval from the Superintendent will be given within 5 business days of said submission. All graduate course work credited, either at the time of hire or from teachers currently employed, must be reported to the Superintendent in an official transcript form in order to count toward salary advancement. All preapproved graduate credit hours will count toward salary advancement, provided the teacher presents an official transcript demonstrating the coursework was completed with a "B" or better (not a B-) or, for a pass/fail course, a "Pass."

All courses, whether traditional or on-line, which are offered by an Illinois State Board of Education approved college, university, or professional development provider, may be approved for salary credit provided that the course is (1) part of an approved Master's program (for teachers whose highest degree earned is a Bachelor's) (2) is part of a program or area of focus that meets a specific district need, or (3) applicable to the teacher's professional assignment. However, in the case of courses offered solely as professional development rather than toward attainment of a degree, salary advancement will be calculated per the Professional Growth Credit Chart set forth in part 7 below, rather than per the language in 5c above.

Teachers will be provided the opportunity to earn additional compensation on their base salary through an approved teacher-paid microcredentialing program as set forth in the professional growth activity chart in Section 7 below.

6. Timelines for Salary Adjustments through Earned Graduate Credit. Salary adjustment for degrees and graduate coursework successfully completed shall be effective as follows:

Transcript Submitted by	Salary Adjustment Effective
October 15:	Retroactive to Start of School Year
February 15:	Retroactive to Start of Second Semester (paid as lump sum)

Full (non-prorated) salary, divided among pay periods, based on the pre-approved graduate credit hours earned, will begin at the start of the following Highlands school year for those whose initial increase (as noted above) takes effect at the start of the second semester.

7. Credit for Professional Growth. Once employed by the District, teachers may receive salary advancement through participation in the professional growth activities described below. Teachers shall be paid \$200 for each professional growth unit earned, and said salary advancement will be documented on teacher’s salary letter. Once MA+50 is achieved, professional growth units will only be awarded for NBC-T certification (initial and renewal) or an advanced endorsement or certification that is needed, requested, and approved by the District. (e.g. EL certification, Wilson certification, etc) starting with the 2024-25 school year.
8. Tuition Reimbursement for Teachers No Longer Eligible for Salary Advancement Through Completion of Graduate Credit. A teacher who has obtained a Masters+50 and is no longer eligible for salary advancement through the completion of graduate coursework will be eligible for tuition reimbursement according to the formula below for up to three (3) preapproved graduate hours every three (3) years. In order to be eligible for tuition reimbursement, the course(s) must be completed with a grade of “B” or better (or “Pass” in a Pass/Fail class) and appropriate evidence of the tuition payment made must be submitted. For purposes of determining when a teacher is eligible for tuition reimbursement, a three-year measurement window will be utilized. For teachers who have attained MA+50 as of July 1, 2015, their first three-year window starts effective September 1, 2015. For a teacher who has not attained MA+50 as of July 1, 2015, the first three-year window will begin on the following September 1st after the attainment of MA+50. During each three-year window, a teacher will be eligible for reimbursement for up to 3 credit hours. Each teacher’s individual measurement window will restart every three years.

Tuition Reimbursement Formula:

\$0-400 = 100% paid

\$401-800 = \$400 + 75% of the cost of tuition over \$400

\$801-1,200 = \$700 + 50% of the cost of tuition over \$800

\$1,201-1,600 = \$900 + 25% of the cost of tuition over \$1,200

F. SALARY SCHEDULE

For each year of this contract (5 years), salaries shall increase over the previous year subject to the table and terms listed below:

Employee Category	2023-24	2024-25	2025-26	2026-27	2027-28
"Off-schedule" definition	Any teacher whose base salary at the end of the 2022-23 school year is greater than or equal to \$105,000.	Any teacher whose base salary at the end of the 2023-24 school year is greater than or equal to \$107,625.	Any teacher whose base salary at the end of the 2024-25 school year is greater than or equal to \$109,778.	Any teacher whose base salary at the end of the 2025-26 school year is greater than or equal to \$111,424.	Any teacher whose base salary at the end of the 2026-27 school year is greater than or equal to \$112,538.
"Off schedule"	\$3,500	2.50%	2.50%	2.50%	2.50%
Those with MA (not off-schedule)	\$8,000	CPI (floor of 3%, ceiling of 4.25%)		CPI (floor of 3%, ceiling of 4.5%)	
Those with BA (not off-schedule)	\$6,000				

HAT members who are not "off-schedule" will receive the full salary increase for that year unless that increase would result in their salary surpassing another HAT member who is already "off-schedule."

Example: In January of 2024, the PTELL CPI rate is published to be 4.0%. Teacher A with a salary of \$106,000 would receive the full 4% increase and have an annual salary of \$110,240 for the 2024-25 school year, even though that increase moves her above the "off-schedule line." Exceptions:

- If the 4% increase would result in Teacher A's salary leapfrogging Teacher B's salary, Teacher A's annual increase will be reduced so that Teacher A and Teacher B's salaries are the same.
- If the 4% increase would not result in Teacher A's salary leapfrogging Teacher B, but Teacher A completed graduate coursework that resulted in her salary surpassing that of Teacher B, no reduction in the annual increase would be made.

If a teacher has put in for the retirement incentives who would otherwise have earned a greater than 6% raise in one or more of those years, their earnings will be reduced to the equivalent of a 6% raise, and the difference will be added to the service stipend. No teacher who has given notice of early retirement will receive pay increases that will result in an additional payment/penalty to TRS by the Board. If a teacher retires without providing

sufficient notice and this results in the District being required to pay a TRS penalty, the teacher will be required to pay the District back an amount equal to the penalty.

New teachers shall enter on the Board proposed salary matrix.

Salary includes base salary, master's adjustment (if applicable), and graduate credit hour compensation. The new hire salary matrix is found at Appendix B.

ARTICLE IX - GENERAL

A. DURATION

This Agreement shall be effective as of July 1, 2023 and shall continue in full force and effect through June 30, 2028.

B. NO STRIKE

During the life of this Agreement the Union and the employees covered by this Agreement recognize and agree that the rendering of instructional services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued.

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Section and the above paragraphs to return to work.

C. EFFECT OF AGREEMENT

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to, or covered by this Agreement or discussed through negotiations leading to this Agreement. There may be a reopener of Article VII or VIII should there be changes

relative to pension reform, TRS cost shift, local tax freeze, or school funding reform that would impact the district financially. Good faith bargaining would be required of both parties if the contract reopener clause is utilized. One party would be required to notify the other party in writing that the reopener clause is being invoked. Negotiations shall commence within 15 business days of notification. This contract provision shall expire at the conclusion of the contract unless extended by mutual agreement. Therefore, this Agreement between the District and the employee's representative expresses full and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before the signing of this Agreement are not subject to this Agreement.

D. RATIFICATION OF AGREEMENT

This Agreement will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

E. EXECUTION OF AGREEMENT

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated the 16th day of May, 2023

FOR THE BOARD OF EDUCATION OF
DISTRICT #106

FOR THE HIGHLANDS COUNCIL,
AFT-LOCAL 604, AFL-CIO

President

President

Secretary

Secretary

Attest: _____

John Munch, Superintendent of Schools

APPENDIX A – LETTERS OF AGREEMENT

A. SEVENTH AND EIGHTH GRADE TRIP MEETINGS

Annually, the 7th and 8th grade teams will meet with the Middle School Principal to make recommendations for the annual year-end student trips.

1. Grade level teachers will make every effort to attend field trips.
2. A teacher is not required to attend a field trip that extends beyond the school day.
3. Teachers attending field trips that extend beyond the contractual school day will be compensated at a rate to be determined by the Board of Education, the Superintendent, and the Union.
4. Those teachers not attending the field trip will provide substitute coverage for teachers who are on the field trip.

B. INSURANCE COMMITTEE

Insurance Committee

The Administration will convene an insurance advisory committee upon the recommendation of the Superintendent or the Union Executive Board, which will investigate cost containment and/or cost reduction relating to the teacher's insurance program. Operating in an unpaid advisory capacity, this committee will be composed of three (3) teachers selected by the Superintendent. Committee recommendations will be given to the Board and Union Executive Board for consideration. No Changes will be made in the existing insurance program unless approved by both the Board and the Union Executive Board.

APPENDIX B – NEW HIRE SALARY MATRIX

New Hire Salary Matrix		
2023-24		
Step Placement	BA	MA
1	\$46,500	\$53,750
2	\$47,250	\$54,500
3	\$48,252	\$55,675
4	\$49,278	\$56,879
5	\$50,329	\$58,114
6	\$51,405	\$59,379
7	\$52,506	\$60,676
8	\$53,634	\$62,006
9	\$54,790	\$63,368
10	\$55,430	\$63,983

In school years 2024-25, 2025-26, 2026-27, and 2027-28, increases to the new hire matrix will be calculated using the annual CPI rate, as limited by Property Tax Extension Limitation Law (PTELL), which is released in January of each year. For example, the annual CPI rate released in January 2024 will be utilized to determine raises for the 2024-25 school year. Administration will inform the union president of the CPI rate within two (2) weeks of its release. During the 2024-25 and 2025-26 school years, the increase will not be less than 3% or more than 4.25%. During the 2026-27 and 2027-28 school years, the increase will not be less than 3% or more than 4.5%.