

AGREEMENT

between

the

BOARD OF EDUCATION

of

WEST CHICAGO ELEMENTARY SCHOOL DISTRICT NO. 33

and

DISTRICT NO. 33

ELEMENTARY TEACHERS' ASSOCIATION OF WEST CHICAGO

2023-2026

(2022-2023, 2023-2024, 2024-2025, 2025-2026)

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ARTICLE I

RECOGNITION

A. Bargaining Unit

The Board of Education of Elementary District No. 33, West Chicago, DuPage County, Illinois (hereinafter referred to as the "Board") recognizes the Elementary Teachers' Association of West Chicago (hereinafter referred to as the "Association") as the exclusive bargaining agent for all professional certificated personnel **EXCEPT** the Superintendent, central office personnel, principals, assistant principals, nurses who do not have the school service personnel certificate, teacher aides, substitutes, paraprofessionals, temporary employees, and persons in positions created whose duties include evaluation of teachers or making meaningful recommendations for their employment, transfer, assignment, promotion, discipline or discharge.

B. Definition of Teacher

The term "teacher," when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph "A" above. When referring to elementary teachers, preschool teachers are included unless otherwise specified.

C. Exclusive Representation

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters covered by this Agreement.

D. New Teacher Information

A list of newly hired teachers shall be provided to the Association by the Board no later than August 15 of each year. Information concerning teachers hired after this date shall be provided to the Association as soon as practicable. With the consent of the newly hired teacher, information to be provided shall include the name, address, phone number, and step and lane placement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES

A. Management Rights

1. The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction of employees.
2. It is expressly understood and agreed by the Association that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board insofar as such authority is vested in it by the laws and constitutions of Illinois and the United States as authority properly exercised by it.

B. Use of School Buildings

The Board agrees that the Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property at approved times (by the principal or designee) provided that this does not interfere with or interrupt normal school operations. If special custodial service is required, the Association shall be charged the prevailing standard hourly rate. This section shall not apply if the requested use of the building is not for local Association business.

C. Use of School Facilities

The Association shall have the right to reasonable use of the District mail service, email service, and teacher mailboxes for communication with teachers. Security of the District system shall be considered. The Association will abide by the recommended limits on the size of the respective bulletin boards. If required, the Association shall be responsible for costs of required affixation of postage or fees in lieu thereof. The Association shall be provided with space for a bulletin board in each teacher's workroom in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will be initialed by them and will relate only to the Association official business as negotiating agent of teaching staff. Libelous or obscene material or material personally attacking Board members or employees or agents of the Board are prohibited.

Copies of all posted materials shall be made available to the Superintendent's office.

D. Privacy of Discussions

The Association agrees that matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of the students, if reasonably possible to be avoided.

E. Access to Information

The Association upon request shall be furnished with all regularly and routinely prepared public information concerning the financial conditions of the District, including the current annual financial statement, adopted budget, and approved Board minutes. In addition, the Board and the Administration will grant reasonable requests for any other readily available and public information pertinent to negotiations. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative. Nothing herein shall require the Board or the Association to research and assemble information.

F. Application of Agreement

Both parties agree that the provisions of this Agreement shall not be applied in a manner, which is arbitrary, capricious, or discriminatory.

G. Challenges to Teaching Materials and Methods

Any challenges other than by a supervisor to teacher adopted supplemental materials and a teacher's instructional methods shall be subject to the procedures of Instructional Resources Supplementary Material Selection and Challenge Rules and Regulations, 6:220-R in effect at the time of such challenge.

ARTICLE III

NEGOTIATION PROCEDURES

A. Selection of Representatives

Each party to negotiations shall select its negotiating representatives.

B. Commencement

Negotiations shall begin no later than January 15th of the year in which this Agreement expires, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties on mutually acceptable dates.

C. Tentative Agreements

When the negotiators reach a tentative agreement on all matters being negotiated the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

D. Mediation Procedures

1. When mediation is to be used, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as may be deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings public or recommend terms of the settlement.
2. If for any reason the Federal Mediation and Conciliation Service are unable or unwilling to provide a mediator within fifteen (15) calendar days of the request made to it, the parties shall seek to mutually agree upon the selection of another mediator. If the parties fail to agree within three (3) calendar days from the date of the FMCS notice, the IELRB shall be contacted to provide a mediator. Nothing herein shall preclude the parties from at any time agreeing upon a mediator from any source.

E. Contract Monitoring Committee

The Contract Monitoring Committee shall meet at least four (4) times per school year. The Presidents and two (2) other Association designees shall attend for the Association. The Superintendent and up to two (2) other representatives of the Board or administration shall attend for the Board.

ARTICLE IV

WORKING CONDITIONS

A. Duty-Free Lunch

The duty-free lunch period for teachers will be a minimum of thirty (30) minutes exclusive of passing time.

Teachers may be required to give up all or part (measured in increments of no less than 10 minutes) of their duty-free lunch up to one (1) time per trimester. Additionally, teachers may be required to give up the duty-free lunch period when unforeseen circumstances related to student or staff safety require the presence of the teacher. Whenever the teacher is required to forgo the duty-free lunch period, the teacher and principal/administrator will work together to find a reasonably scheduled substitute lunch period or otherwise flexibly adjust the teacher's schedule to provide for a full substitute lunch period.

In the event a substitute lunch period is unavailable, the teacher will be paid for the lost lunch period. Such payment will be paid through a payroll adjustment form approved by the building administrator. Teachers may submit a weekly or monthly log (payroll adjustment form) documenting partial missed lunch periods.

The Administration will review, as needed, schedules and systems in order to reduce the frequency of missed lunch periods. Teachers may prepare simplified or general substitute teacher plans when a substitute lunch period is provided, requiring the assignment of a substitute.

B. Lunchroom Supervision

1. Lunchroom supervision in lieu of a duty-free lunch period shall be voluntary. Teachers volunteering for such duty shall be compensated at the rate found in Appendix C. Such compensation shall be for one-half (1/2) hour of such duty per occurrence.
2. Lunchroom supervision will not be an assigned teacher duty at the Middle School more than once every three (3) school terms. Teacher volunteers for such supervision shall be sought prior to any assignments.

C. Internal Substitution

The Board acknowledges the desirability of typically providing substitutes for absent teachers if such substitutes are available. If a teacher shall be required to supervise the class of another teacher during what otherwise would be a personal planning/preparation period, or volunteers to work during a

duty-free lunch period, the teacher shall be compensated at the rate found in Appendix C.

To foster collaboration between building administration and building staff for the purpose of internal subbing, every building shall build and share with all teachers a daily internal substitute matrix for teachers to see who needs internal substitute coverage and who is covering.

D. Training Programs

Teachers shall not be required to take part in any specific training program, required of all teachers, outside the normal teacher workday, provided that during their first two years of employment in the District, teachers may be required to participate in the New Teachers Network. The administrator in charge shall end this meeting no later than two (2) hours following student dismissal at the elementary schools.

E. Committees

As partners in shaping the vision, direction, and results of our school district, district, and building administration will send all Opportunities to Serve Notices for district and building committee memberships, respectively, to sign up via all-certified district email to teachers. Membership will be openly solicited and will be voluntary. Teachers on district committees shall be paid in accordance with the Extra Duty Payscale, Appendix C.

Mentors

The mentoring model is a collaborative process designed to foster professional growth. No information gathered from this process will be considered in any formal teacher evaluation.

Hours for the Mentoring Program shall be pre-approved annually by the Contract Monitoring Committee. Mentors and coordinators shall be paid at the Professional/Consulting rate of pay found in the Extra Duty PayScale, Appendix c.

F. After School Meetings

The administrator in charge shall end required teacher after school meetings no later than two (2) hours following student dismissal (not including plan time), unless the participants unanimously consent to continue. After-school meeting agendas will be published at least 24 hours in advance of the meeting, and the administrator in charge shall identify participants who need to attend. Staff breakout sessions may be utilized where appropriate.

Meetings shall not be longer than 2 hours but may be divided into 1-hour blocks as needed. The first and last staff meeting of the school year will be held on the 3rd Wednesday of the month. Dates for the other meetings will be published by September 15th of each year. More than 2 hours of staff meeting

time may be scheduled and pertinent to a staff member. In that case, the administrator in charge will designate the required staff meeting and indicate the other meeting(s) are an invitation, but not required.

Meeting agendas will be developed with input from building-level committees (e.g. BLT, PBIS, MTSS, etc.). Administration will poll other staff for suggestions and items for consideration for the agendas.

While Early Childhood program staff are unable to be permanently located in one location, up to 25 minutes of meeting time will be allowed for travel to the meeting location. This travel time will be deducted from the 2-hour meeting schedule.

G. Work Year

1. The teacher work year shall not exceed 189 days with the commencement of the 2023-2024 school year, except that the Board shall abate up to five (5) unused emergency days. The 189 days will include one day added at the end of each trimester. For each of these additional trimester days, one-half will be teacher-driven and one-half will be administrator-driven. If the law requires additional days beyond 189, teachers may be required by the Board to work such additional days at the *per diem* rate.
2. As used herein, the "additional day" may be utilized as a student attendance day or as a professional development day. If an additional student attendance day is utilized, equivalent staff development time will be created without extending any calendar or day.

H. Workday

The teacher workday shall not exceed seven (7) clock hours inclusive of duty-free lunch at the elementary level, and shall not exceed seven and one-half (7 1/2) clock hours inclusive of duty-free lunch at the middle school. The workday for any other teacher shall not exceed seven and one-half (7 1/2) clock hours inclusive of duty-free lunch.

For Middle school, the current supervisory period becomes an intervention period beginning with the 2022-2023 school year.

I. Definition of Full-Time

As used in this Agreement a "full-time" teacher shall be a teacher who is regularly assigned five (5) days per week and who is regularly assigned to at least six (6) clock hours or more per day.

J. Overload

1. Any middle school teacher, excluding Learning Behavior Specialists, who takes on an additional teaching contact period shall be compensated at 120% of that teacher's *per diem* rate for all days worked with this increased load.

K. Planning Time

1. The Board agrees to provide full-time teachers at the middle school planning time equivalent to two (2) regular student periods within a normal student day.

The scheduling of this plan time at the middle school will include one (1) period each day of personal plan time. Additionally, each middle school teacher will participate in team planning as follows:

- 1 period per week of documented team time based upon a team-generated agenda.
- 1 period per week for PLT meetings using the District's agenda provided.
- 3 periods per week are devoted to personal planning or team planning.

2. The Board agrees to provide full-time teachers at the preschool and elementary schools at least two hundred (200) minutes per week within a normal student day.

Teachers who teach at both the elementary and middle school levels will be provided plan time that reflects the percentage of time their assignment is at each level. This will be fixed and established when each teacher's assignment is established.

3. As used herein, the normal student day shall be deemed to include the period of time from the scheduled arrival of students in the morning until the dismissal of students in the afternoon, exclusive of the lunch period. Transition time shall not be included in the computation of planning time, provided transition time includes only the time between scheduled classes.
4. The number of minutes references the amount of time available for planning if students were to be in attendance five (5) days per week in a full (regular) schedule each day thereof. If the student day is reduced below three hundred seventy-five (375) minutes at the middle school or three hundred fifty-five (355) minutes at the elementary school, excluding the lunch period, the amount of planning time shall be proportionately reduced. Such planning time shall not be applicable if the Board shall determine it is necessary to discontinue or reduce the number of physical education, art, or music classes available for students, or in the event of an emergency.

5.
 - a. For full-time Preschool teachers planning time shall include the period of time between the morning and afternoon sessions, exclusive of the 30-minute duty-free lunch period and the 10-minute dismissal supervisory responsibilities.
 - b. Both parties agree to renew the Memorandum of Understanding from May 21, 2007 for the duration of this contract (Appendix E-1).
6. Counselors, Psychologists, Nurses, Social Workers, Preschool Parent Facilitators, Speech Pathologists, Learning Behavior Specialists, IEP Specialists and BCBA(s) and any similar newly created position, shall submit a monthly planning schedule to their building principal and immediate supervisor, which designates tentative duty-free lunch periods and planning times. The first monthly planning schedule shall be submitted by the end of the second week of school with the consecutive monthly planning schedules being submitted on the 1st of every month.
7. Teachers who are required to travel between buildings for instructional purposes shall receive twenty-five (25) minutes to travel. This time is not included in the teacher's planning time and/or duty-free lunch.
8. The Board acknowledges that such planning time is most efficacious if available in reasonable blocks of time (no less than fifteen (15) minutes) and is professionally self-directed by the teacher, *i.e.*, the teacher is allowed to independently determine precise professional activities to be pursued. The Association acknowledges that there may be occasions when some or all of a planning period will need to be devoted to student staffings and IEP conferences, meetings with administrators, other teachers, parents, and/or students, and other comparable activities.
9. Any part-time teacher shall be guaranteed a minimum pro-rated planning time proportionate to the time spent teaching or supervising students.

L. Case Management

Learning Behavior Specialists at the Middle School shall be given one (1) period per day in addition to the guaranteed individual and team planning periods for student support services, case management and attendance at meetings. This case management plan time shall not accumulate or be compensated if unused.

Middle School LBSI with case management responsibilities will perform the following:

- a. Student Support Services - four (4) periods per week will involve student support service time. This time will be spent as student contact based upon student needs and in collaboration with

LBS1 teachers, LEA staff, and building administration. Based upon student needs and the

relevant IEP, student support services may include: organizing skills, LBS1 class “push-in” for student work, testing, etc., academic skills support, class support, assistive tec time, student organizational skills development, functional skill development, etc.

- b. Case Management Time - one (1) period per week for case management activities, in addition to guaranteed individual and team planning. This case management plan time shall not accumulate or be compensated if unused.

M. Consultative/Collaborative Teaching

All full-time equivalent Title I teachers will be given thirty (30) minutes per week (in addition to the two hundred (200) minutes of guaranteed planning time per week) for collaborative/consultative meetings with regular education teachers. This thirty (30) minute block of time will be cooperatively scheduled by the Title I teacher and the building administrator. The regular education teachers with students regularly assisted by Title I teachers shall have access to a portion of that thirty (30) minute block of time per week (in addition to the two hundred (200) minutes of guaranteed planning time per week) during the normal teacher workday and/or outside the student day to interact with such special teachers.

N. Medical Care

The Board shall make a reasonable effort to make teacher-delivered medical care unnecessary.

O. Evening Meetings

There may be up to two (2) required evening meetings set per year for the purpose of hosting an open house, curriculum night, middle school graduation, or other school-related events. At the elementary level, the Board shall set the date for one of these evenings. If an elementary building administrator and/or an elementary building staff chooses to host a second evening event, that event will be planned through each respective Building Leadership Team. The date, topic, and time will be a building decision. At the middle school, the two (2) evening meetings will be the open house and either graduation or fifth grade transition night.

P. Employee Discipline

Teachers shall not be suspended without pay without just cause.

Q. Special Education Committee

Annually, the Director of Student Services will solicit interest in serving on a Special Education Committee (SEC) to examine issues involving the District Special Education program. This Committee will be made up of LBSI teachers, Social Workers, Speech and Language Pathologists, Psychologist, and District Administrators. Every effort will be made in securing representation from each building and

especially areas. The SEC will meet at least six (6) times during the school year, with meeting dates set by the SEC. The SEC will create minutes of each meeting to be shared with District special education staff and school administrators.

The focus of the SEC is the annual review of a workload plan for recommendation to the Board of Education. As part of its work, the SEC will review available resources and discuss special education issues and concerns identified by special education teachers and specialists. The recommended workload plan will be shared with all special education licensed staff, annually, prior to the first day of student attendance.

In reviewing available resources, the SEC goal is equity of resources across all buildings and staff utilization of those resources to support student learning and improvement. In completing this work, the SEC will use the following definitions:

1. Caseload - the number of students assigned to a teacher or specialist
2. Workload - all responsibilities assigned to a teacher or specialist to support the assigned special education students.

R. Learning Behavior Specialists Work Loads

Learning Behavior Specialists and Building Principals shall convene at the beginning of the academic year, or the spring of the prior academic year, to construct caseloads based on services outlined in students' Individualized Education Programs (IEPs). A plan specifying Learning Behavior Specialist workloads will be outlined to ensure that all services required under the students' Individualized Educational Programs are provided. Reasonable efforts will be made to provide needed ancillary and support services at the requisite level of intensity. The Special Education Committee (SEC) shall review, assess, and amend the workload specification process for Learning Behavior Specialists as necessary or appropriate and in accordance with the recommendation from the Student Services Director.

A Special Education teacher or specialist who has concerns about workload exceeding District guidelines will report the concern(s) to the building administration for resolution. In the event the concern expressed is not satisfactorily resolved at the building level, the concern will be brought to the Director of Student Services for further consideration and resolution. In the event the concern is not satisfactorily resolved with the Director of Student Services, the Director will share the concern with the Special Education Committee for discussion and recommendations. In the event the Special Education Committee recommendation does not resolve the concern, the teacher may appeal the earlier decisions to the Superintendent for resolution. The decision of the Superintendent shall be final. The teacher may have an ETAWC representative in attendance at any or all of the above steps.

S. Trimesters

Effective the 2019-2020 school year, West Chicago Elementary School District 33 will move from a quarter grading system to a trimester grading system. As a result, a second parent-teacher conference between teachers and parents will take place during the school year. Such conference will take place during a non-student attendance day with the workday being added to the teacher's work year. Teacher hours for the conference will be the same as the conference schedule - 1:00 pm - 8:00 pm. For purposes of the parent-teacher conference, conferences shall be prioritized by student needs and those most at risk. Any parent/legal guardian that requests a conference, shall be scheduled for a conference by the teacher.

T. School Safety

Mutual respect and common courtesy are essential qualities needed to promote a positive educational and work environment. Each teacher has the responsibility for developing and implementing a classroom behavior plan based on strong relationships with students that promotes a positive classroom environment, is in accordance with building behavior plans, aligns with Board policy, and complies with appropriate state laws.

In the case of a threat to school safety or continued substantial disruption to the learning environment of other students, and in accordance with the District 33 MTSS/behavior management system, the teacher may temporarily remove a student from the classroom in accordance with established procedures in the building.

As an alternative to, or in conjunction with any student being removed from a classroom, a teacher may initiate a request for a meeting to review the student's educational program. This meeting will include the parent/guardian, student, teacher, appropriate support specialist/s, and administrator. This review is not intended to provide an evaluation of the teacher or student but will provide a re-examination of the program structure that is in place and its effectiveness. The Director of Student Services will work with the teacher, building administrator, and relevant student services staff to complete the review and implement recommended actions. Decisions relative to the student's programming will remain with the administration and will adhere to applicable requirements of the relevant IEP team, district policy, school code, and relevant statute.

U. Classroom/Building Cleanliness

Annually, prior to the first teacher workday, teachers will be provided with an approved list of cleaning supplies and products they may use in cleaning their classrooms and workspace. Additionally, teachers will be provided with instructions on the use of such products, as well as products provided by the District. The lists provided will be subject to change as circumstances may require.

Annually, prior to the first teacher workday, the District Administration will develop and provide teachers a process on how to report and, if necessary, handle concerns regarding classroom and building safety, cleanliness, and hazardous conditions.

V. Professional Relationships

West Chicago School District 33 is committed to engaging in professional relationships between and among its employees. In the event that an employee brings forth to the Administration a concern about another employee, which does not interfere with or disrupt the educational or working environment or delivery of education or educational support services, the Administration will encourage the complaining employee to attempt to resolve the concern with the other employee or refer to ETAWC President.

W. Parent Communication

1. During the length of this contract, the prekindergarten program will include the implementation of the APTT program.
2. Expectations for teacher communication with parents are found in the Teacher Handbook.

VACANCIES, TRANSFERS, AND PROMOTIONS

A. Notice of Vacancies

The Superintendent or designee shall send via all District email notice of all vacancies within three (3) employment days of their occurrence. Such notice shall be accompanied by a statement of minimum qualifications and salary range. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days. Any new vacancy, which arises after August 1 through the end of the following school term, may be filled after said vacancy has been posted and notice has been sent to the Association. Notice to the Association may be accomplished by delivery of the minutes of the Board of Education if said vacancy is described therein. The Board of Education has the right to decide when a vacancy exists.

B. Voluntary Transfer

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for a transfer within and/or to another building. Such application shall be in writing to the Superintendent or designee and shall receive every consideration.

C. Notice of Assignment Changes

Teachers shall be advised prior to the end of the school term of any change in their assignment for the forthcoming year if the reasons prompting such change were known prior to June 1. Change in assignment after this date shall be made known to the teacher as promptly as possible and shall be made only as the educational needs of the District shall require.

D. Involuntary Transfer Conference

All transfers during the school term that result in relocating a teacher in another building, or in reassigning a teacher and result in changing the teacher's immediate supervisor or building principal, shall be made only after a conference between the teacher and appropriate administrator(s).

ARTICLE VI
LEAVES OF ABSENCE AND JOB SHARING

A. Terms and Conditions

1. Effect of Leave

Any benefits under the provisions of this Agreement, which would otherwise accrue to a teacher granted an unpaid leave, shall be suspended during the leave of absence. However, any teacher who has completed one semester or more of the school term prior to beginning a leave shall be considered to have completed a full year for purposes of advancement on the salary schedule.

2. Non-Precedential Effect of Leaves

The granting or withholding of any leave of absence not made mandatory by the terms of this agreement shall be within the sole discretion of the Board and such shall be entirely non-precedential with respect to any other leave of absence.

3. Notification of Return

In all instances where a teacher is granted an unpaid leave of eight (8) months or more, as a condition thereof, the teacher shall advise the Superintendent in writing at least by March 1 of the calendar year in which employment shall commence, that the teacher will return to employment. Failure to advise the Superintendent or designee of intent to return as required herein shall be treated as an election not to return to employment and as a resignation from the District.

4. Cancellation/Early Termination of Leave

A teacher may cancel a leave prior to its beginning provided the Board has not contracted a replacement. Written notice of such cancellation shall be submitted to the Superintendent. A teacher on leave may request early termination by submitting a written request to the Superintendent. If approved, such teacher shall be returned to active employment in the next, or currently, vacant position for which the teacher is fully certified and qualified.

5. Group Insurance Continuation

Any teacher on an unpaid leave may continue in group insurance plans, in conformance with the carrier's contract, by paying the full cost of the premiums commencing with the start of that leave.

6. Definition of Immediate Family

For purposes of this Article the immediate family shall consist of a spouse, partners to a civil union, children, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, step-fathers, step-mothers, step-children, the biological parents of minors (under 18 years of age) living in the household, and legal guardians or wards.

7. Family and Medical Leave Act

- a. The Board of Education has adopted a policy in connection with the Family and Medical Leave Act (FMLA). This is policy 5:185 Family and Medical Leave and it is posted on the District's website under the School Board/Official Documents.
- b. The Board may designate as Family and Medical Leave Act (FMLA) leave any leave taken by a teacher for a reason constituting an FMLA qualifying event regardless of whether the teacher has requested FMLA leave. If a subsequent FMLA qualifying event occurs which is unrelated to the event causing the leave designated by the Board as FMLA leave, the Board shall grant the teacher an unpaid leave not to exceed the length of the previous leave(s) designated as FMLA leave by the Board.

B. Paid Leaves of Absence

1. Sick Leave

- a. Each full-time tenure teacher shall be entitled to a maximum of fifteen (15) sick leave days for each school year at full pay. Each full-time non tenure teacher shall be entitled to a maximum of fourteen (14) sick leave days for each school year at full pay. Each part-time teacher will receive a pro-rata share of the sick leave days. Sick leave may be utilized for personal illness, birth, adoption, placement for adoption, or serious illness or death in the immediate family or household. Sick leave shall not be applicable to cosmetic surgery (except as related to restoration of appearance damaged by accident or illness) or to matters which may be safely deferred to a vacation recess period, unless the teacher's physician determines postponement of such surgery would be detrimental to the health and well being of the patient.

Teachers may use up to thirty (30) days of their personal, available sick leave for birth, adoption, or placement for adoption. In addition, teachers may use up to ten (10) days of available sick leave for a non-medical reason related to the birth, adoption, or placement for the adoption of a child. In order to be eligible for this additional use of sick leave, the 10 days must be taken contiguous to the 30-day entitlement noted herein.

- b. Teachers employed full-time or part-time after the start of the school term shall be entitled to a pro-rata sick leave.
- c. Each teacher shall be entitled to an unlimited accumulation of sick days. All accumulated sick leave days will be available for use as service credit as permissible by law.
- d. When the schools and school offices are officially closed by the Superintendent, teacher sick leave days will not be deducted.
- e. In the event that a teacher is required to provide medical certification following the use of three or more sick days, the teacher will have up to seven calendar days after returning from leave to provide such medical certification to the district. The District also reserves its right to require medical certification for the use of fewer than three sick leave days as the district deems necessary.

2. Sick Leave Bank

All teachers who have contributed to the Sick Leave Bank will be eligible to utilize the bank, subject to the Sick Leave Bank Policy developed and maintained by the Association.

a. Donation to bank:

- 1. Each teacher upon employment shall contribute one (1) day to the bank. If at the end of the year, the bank has dropped below five hundred (500) days, each teacher will contribute one (1) additional day the following year.
- 2. Sick days, as contributed and withdrawn under the terms of this Agreement, will be prorated to reflect an individual teacher's assignment (for example, a .5 part-time teacher will contribute and be entitled to utilize .5 sick days).
- 3. A full or part-time teacher who is hired at the beginning of or during the second semester will contribute one half (1/2) day at the beginning of employment.
- 4. A teacher may opt-out of the Sick Leave Bank by providing written notice to the Association within 30 calendar days of employment with the District. Sick leave days contributed to the Bank may not be returned to an individual teacher.

5. If, during the school year, the bank drops below fifty (50) days, each teacher will donate one (1) additional day. If a teacher shall have exhausted all accumulated sick leave the contribution of one (1) day to the bank shall be made as soon as the same is available.

Anything in this sub-section to the contrary notwithstanding, a teacher shall not be compelled to donate more than one (1) day per school year.

- b. The teacher's own accrued sick leave shall be totally depleted before the bank can be utilized.
- c. The Association shall administer the Bank according to the terms of the Sick Leave Bank Policy. The Association will regularly share information with the District regarding sick leave bank participation, requests, usage, and banked totals, and will make each other aware of any other issues or questions relating to the administration of the Bank. Sick Leave Bank requests will be processed through a jointly-designed form shared between the employee requesting the leave, ETAWC, and the District Human Resources office. Additionally, a yearly report, will be jointly prepared by the Association and the District. The report will reflect donations and usage for the past school year.

The association agrees to indemnify and hold harmless the Board, its members, employees, and agents for and against any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the Sick Leave Bank, including, but not limited to, any claims based upon the committee's denial of an eligible employees application for Sick Leave Bank benefits. In the event that any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the Sick Leave Bank in any form shall be brought against the Board, its members, employees, and/or agents, the Board, at the Association's expense, shall retain the right to select counsel to defend such claims, grievances, actions, causes of action or liability subject to the approval of the Association. Said approval will not be unreasonably withheld. Employees may not grieve decisions of the Sick Leave Bank Committee, according to the provisions of this Collective Bargaining Agreement, specifically Article IX, Grievance procedures.

3. Bereavement Leave

In the event of the death of a member of the immediate family of any full-time teacher, such teacher shall be entitled to up to three (3) days of leave of absence without loss of pay or deduction of accumulated sick leave for each such death. This bereavement leave, which is provided as a period of mourning following the death, shall not be used intermittently or accumulate in any form. If a teacher needs to use more than three (3) bereavement days following the

death of an immediate family member, the teacher may utilize personal leave. If a teacher shall have exhausted all personal leave and an additional personal leave day is needed due to the death of the immediate family member, such day shall be granted. Thereafter, if circumstances require any additional absence due to such death, such shall be deducted from accumulated sick leave. Documentation of the need for bereavement leave is normally unnecessary, but the district reserves its right to require documentation in the event that the request for leave is questionable.

3A. Child Bereavement Leave

In the event of the death of a child, as defined under the Child Bereavement Leave Act to include step, foster, and adopted children, of any eligible employee, as defined by the Act, or full-time teacher, such employee shall be entitled to up to three (3) days of leave without loss of pay or paid leave days. In addition, such employee may utilize an additional and up to 7 (seven) days of their own sick/personal leave or receive unpaid leave for the following: 1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, 2) making arrangement necessitated by the death of the staff member's child, or 3) grieving the death of the staff member's child, without any adverse employment action. Thereafter, if circumstances require any additional absence due to such death, such days shall be deducted from accumulated sick leave. The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. Child bereavement shall not accumulate in any form.

4. Personal Business Leave

- a. Each full-time teacher shall be granted two (2) personal leave days per school year for business, which cannot be conducted during non-school hours, or for severe conditions, which prevent the teacher from reporting for work. Teachers shall not be obliged to disclose the nature of the details of the personal business involved in the leave, but shall advise their supervisor(s) that such leave is for necessary business pursuant to the standard set forth in the preceding sentence.
- b. Except in cases of emergency, written advance notice of the necessity for personal business leave shall be submitted within forty-eight (48) hours to the Superintendent or designee.
- c. Except in the case of emergency, personal business leave days shall not be used during the first five (5) teacher employment days or the last five (5) teacher employment days of the school year, the school day before or after a legal holiday or school holidays designated on the District calendar (including spring, summer and winter breaks) per IL School Code, and shall not be used in conjunction with sick days. Personal matters of extreme importance occurring during the above specified time may be applied for with an explanation to the Superintendent or designee (HR), who may allow for the use of this leave during these prohibited periods for circumstances beyond the control of the teacher, which must be explained in writing, and with two (2) weeks advance notice (if possible) of the need for the exception. Requests for

personal business leave during the restricted times listed above will be considered on an individual, non precedent-setting basis.

- d. Personal leave will be granted for travel necessary to conduct the personal business for which the employee is otherwise eligible to take personal leave.
- e. Unused personal business leave at the end of the school term shall accumulate as sick leave.
- f. When the schools and school offices are officially closed by the Superintendent, personal business leave days previously arranged for by a teacher will not be deducted.
- g. Personal business leave shall be taken in units of one-half ($1/2$) days or in whole-number multiples thereof.
- h. Anything in this Article to the contrary notwithstanding, personal business leave shall not be used for any purpose which would qualify for any other leave of absence, for activity which would result in compensation accruing to the teacher on leave, or to participate in any work stoppage or other collective bargaining dispute.

5. Family Military Leave

Employees eligible for Family Military Leave pursuant to 820 ILCS 151/1 (Illinois Compiled Statutes), et seq., shall be granted such leave without loss of benefits. The Board and the employee shall continue to pay their respective shares of the employee's benefits for the duration of the leave.

6. Sabbatical Leave

- a. A sabbatical leave may be granted during a school year to a teacher who has rendered at least six (6) consecutive years of full-time satisfactory service to the District. The maximum number of teachers receiving such leave during any school year shall not exceed five percent (5%). Such leave shall not be less than or exceed one (1) year unless mutually agreeable. Applications for sabbatical leave shall be made in writing to the Superintendent or designee on or before February 1 in the calendar year in which the leave is to commence, setting forth the purpose of such leave and the intended methods of implementation. The purpose of such leave shall be in conformance with the Illinois School Code, and the teacher shall not deviate from the approved plan except upon written approval of the Superintendent.
- b. A six (6) member sabbatical leave committee shall be established and composed of equal representation by the Board and Association. The committee shall evaluate all sabbatical leave applications and reserves the right to make priority recommendations to the Board. The committee shall also promulgate criteria upon which applications shall be judged and the rules regarding eligibility and conditions upon which the leave is taken. The applicant will be notified within fifteen (15) working days after the criteria and timelines are established by the

sabbatical leave committee of those criteria and timelines.

- c. A teacher granted sabbatical leave shall receive the same basic salary as if in actual service, except there shall be deducted therefrom an amount equivalent to the amount payable for substitute service, but in no case less than the minimum provided in the Illinois School Code. In all other particulars governing such leave, the teacher and the Board shall abide by the conditions and provisions of the Illinois School Code. The teacher shall continue to receive the fringe benefits granted to other teachers, and upon return from leave shall be placed on the salary schedule as though the teacher had been in actual service.
- d. No later than thirty (30) calendar days following the return to active service the teacher shall file a written report with the Superintendent summarizing and appraising the leave, with particular emphasis upon the values and benefits to be derived therefrom by the teacher and by the District.

7. Association Leave

- a. Leave of absence without loss of pay shall be granted by the Board to the Association President or designee for the purpose of attending local, state, or national conference(s), for up to eight (8) days.
- b. Fifteen (15) additional days may be taken for official Association business, provided the Association shall pay to the Board an amount equal to the then prevailing short-term daily substitute compensation for each such day when substitutes are provided.
- c. Notice of intention to utilize such a leave of absence shall be submitted in writing to the Superintendent or designee at least three (3) teacher employment days in advance of the onset of such leave.
- d. Leave of absence hereunder shall be non-accumulative.
- e. Except for scheduled events of the state and/or national affiliates, Association leave days shall not be taken on the institute or in-service days without the approval of the Superintendent or designee.

C. Unpaid Leaves of Absence

1. Parental Leave of Absence

- a. A teacher who has entered upon contractual continued service shall be eligible for parental leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section g. of this section, which is applicable only to nontenured teachers.)
- b. The teacher shall advise the Superintendent or designee of the pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, the teacher shall provide a written statement from the treating obstetrician or physician indicating the expected date of delivery.
- c. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
- d. The teacher and the Superintendent or designee shall agree upon a date and plan for the commencement and termination of such leave taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. In any circumstance, the original agreed upon date shall be adjusted to the actual date of delivery or the date on which the teacher shall be unable to continue in employment, whichever shall first occur. The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Any teacher whose leave is to commence during the summer recess shall be eligible for fringe benefits through August 31 of that year.
- e. Sick leave shall not be applicable during the period of parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- f. A teacher desiring parental leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Parental leave shall be granted upon written notification to the Superintendent or designee of the date the child is to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings, and as soon as known, the expected date of delivery of the child. The length of this leave shall be consistent with the parental leave timelines. This paragraph shall not be applicable in the case of the child attending school (except for kindergarten).

- g. A parental leave may be granted to a non-tenured teacher under unusual circumstances by the action of the Board of Education, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his/her first probationary year.

The granting of parental leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board.

- h. Nothing in this article shall be construed as requiring any teacher to apply for a parental leave. A teacher not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of illness and/or disability related to the pregnancy and/or to the delivery of the child.

2. Disability Leave

The Board shall grant an unpaid leave of absence to teachers who have exhausted all sick leave bank allowance and are unable to return to work because of personal illness or disability in the immediate family or household for so long as the teacher/family member is temporarily disabled as that term is defined by Board policy. However, such leave shall be for no less than forty-five (45) teacher employment days, if so requested by the teacher.

3. Unpaid Personal Leave

Any teacher with at least seven (7) years of continuous service to the District shall be granted upon request a one (1) year leave of absence without pay or benefits for personal reasons. Such leave shall not be used for reasons for which other leaves in this Agreement may be granted nor used in conjunction with any other leaves. No more than three (3) teachers shall be granted such leave annually, nor shall leave be afforded to more than one (1) teacher per building. Requests for leave under this Section shall be submitted in writing to the Superintendent or designee by March 1.

4. Other Leaves of Absence

The Board may grant other leaves of absence at its discretion. Such leaves shall be subject to the general terms of this Article.

D. Job Sharing

Two (2) tenured teachers may submit a proposal to the Board to share one teaching position for one academic year. The proposal shall be signed by both teachers proposing to share the position and specifying the position sought to be shared. The proposal shall include all pertinent details, including but not limited to days and hours of employment, job responsibilities, and holidays. Any such proposal shall be submitted prior to March 1 of the year preceding the year the job sharing is requested, although the Board will consider proposals submitted after March 1. The Board shall consider all proposals and may approve proposals on such terms and conditions the Board of Education deems appropriate subject to the following:

1. The Board retains the sole discretion to approve or not approve job-sharing proposals, and all such actions shall be non-precedential.
2. The contractual continued service status of a participating teacher shall not be affected by the approval of a job-sharing proposal.
3. If a job-sharing proposal is granted, such job sharing shall be for one (1) academic year only. Teachers who share positions may submit a proposal for job sharing in successive years, but each such proposal shall be individually considered.
4. A participating teacher shall advance one (1) full step on the salary schedule provided the teacher is otherwise eligible for such advancement.
5. Participating teachers' accrual of seniority shall be pro-rated based upon the percentage of full-time work performed by the teacher.
6. If one (1) teacher ceases to participate in the job-sharing for any reason, the Superintendent or designee shall first offer the remaining participating teacher full-time status.
7. Each participating teacher's salary shall be based on the District salary schedule, and shall be pro-rated based upon the percentage of full-time work performed. The combined percentage of full-time work performed by the participating teachers shall not exceed 100%.
8. Fringe benefits shall be pro-rated based upon the percentage of full-time worked. Participating teachers shall pay their portion of insurance premiums on a timely basis.
9. Each participating teacher shall be jointly responsible for all duties associated with the teaching position shared, including but not limited to student report cards, parent-teacher conferences, field trips, open house, weekly schedules, and student discipline plans. Both participating

teachers shall be required to be present at the school on the first and last student attendance days, at no additional pay.

E. Absence or Loss Due to Assault

1. Any case of assault upon a teacher while on duty for the school system shall be promptly reported to the Superintendent or designee. If the teacher is determined to have been acting in accordance with Board policy(ies) and administrative direction, the Board shall render reasonable assistance to the teacher in connection with the handling of the incident by the appropriate authorities.
2. If the teacher shall be asked to appear in any criminal proceedings arising from any such assault, the Board shall permit the teacher to request the assistance of its legal counsel in such proceedings.

ARTICLE VII

RETIREMENT

A. Retirement

Unless the parties agree to continue this Article in subsequent collective bargaining agreements, the following benefits will be denied to those who have not applied for retirement benefits before August 15, 2025, and this Article creates no vested right to benefits.

1. Beginning in the 2018-2019 school year, the Board of Education shall pay each eligible retiree (as defined below) with an effective retirement date on or before June 30, 2026, a post-retirement stipend calculated as follows, for each year of full-time service as a certified teacher in District 33:

\$800 per year for serving 10-20 years in District 33
\$1,000 per year for serving 21-25 years in District 33
\$1,200 per year for serving 26 or more years in District 33

The employee shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

2. Teachers that declare retirement during the term of this agreement by August 15, 2025, and who meet the eligibility requirements set forth below shall be considered on the “retirement track” and shall receive the same annual salary increases as all other ETAWC members (See Article XII A. Salary). Teachers that entered the “retirement track” under the previous Agreement will be grandfathered under this Agreement. This means they will receive no less than a three percent increase (3%). Teachers on the “retirement track” are not eligible for lane movement during the term of this contract.

Once notice of intent to retire is given (as required on Section 3, below), in no event may a retirement track teacher receive an increase in creditable earning of more than six percent (6%) over the previous year’s creditable earnings (except for in year 2023-2024 of this agreement due to the addition of the 3 days). A retiring teacher may receive no more than four (4) years of creditable earning increases under this program.

3. Eligibility and Notice Requirements

Teachers who are approved by the Board for the retirement incentives provided under this Agreement will be on the “retirement track.” Any teacher who notifies Human Resources by August 15th of the final year of this contract of their intent to retire, but whose effective retirement date is after June 30, 2026, may not be eligible for this Agreement’s post-retirement stipends. However, these teachers may be eligible for any post-retirement stipends that exist in any subsequent contracts.

This payment is not due and/or payable until at least the September following the teacher’s final day of employment.

Up to five (5) years of service in a District 33 classified staff position may be counted toward this stipend.

4. The eligibility requirements are as follows:

- At the time of retirement, the teacher must be eligible to retire from the Illinois Teachers Retirement System (TRS) without discount and without any required employer contribution.
- Minimum requirement of 10 years of service in District 33.
- The retiring teacher may not assume any new stipend/extra duty positions in any of the final years of employment in District 33 within this contract.

Teachers meeting the eligibility criteria must provide a written irrevocable notice of retirement by December 31, 2022, in order to be placed on the retirement track for the 2022-2023 school year. In order to begin the retirement track in the remaining years of this Agreement, the 2023-2024, 2024-2025, and 2025-2026 school years, notice must be received by August 15th of that year. Teachers may choose to apply for the retirement track as early as 4 years prior but may choose to apply as late as their last year of employment.

The notification will further indicate whether the teacher elects to receive the benefit as a one-time payment in September or two equal payments in September and January, following the teacher's final day of employment with District 33.

Due to the Retirement Track benefit, teachers planning on declaring retirement within the next (4) four years, shall contact the office of Human Resources in early August of the 1st year of retirement track to schedule a meeting to review their anticipated compensation leading up to retirement.

Should a teacher experience a life-changing event and desire the notification of retirement be rescinded, he/she may submit a letter detailing the event and impact on his/her life to the Superintendent who will present it to the Board of Education for consideration and a decision. A life-changing event is considered to be:

- a. the death in the retiree's immediate family (spouse/civil union partner or child)
- b. a change in the physical health of the retiree or retiree's spouse or civil union partner
- c. other reasons as determined solely by the Board, provided said reasons shall not be precedential with respect to granting or denying other requested changes in retirement.

B. Other Statutory Retirement Programs

A teacher who qualifies therefore may participate in any other statutory retirement program which may be adopted by the Illinois General Assembly to the extent permitted by law, whether now known or unknown, provided any increase in the financial contribution currently mandated of the Board by law as a consequence of such retirement shall be credited against its obligations under the sections of this Article.

C. Insurance Plan Participation

1. Teachers who terminate their service with the Board and retire from teaching may, at their option, continue in the group health and/or dental insurance plans provided by the Board in accordance with the Board's obligations under COBRA and any other applicable statutes.

ARTICLE VIII

TEACHER APPRAISAL

A. Teacher Evaluation Plan

The parties agree that the teacher evaluation procedures will be set forth in the District's "Teacher Evaluation Plan" which will be established and maintained in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010" (PERA).

Both, the "Licensed Professional Evaluation Plan Handbook" and "The Framework for Teaching Evaluation Instrument" may be found on the Intranet under Human Resources.

Joint Evaluation Committee

A Joint Evaluation Committee will be maintained. The Joint Evaluation Committee will be composed of equal representation selected by the district and its teachers or exclusive bargaining representative of teachers. Meetings will be held periodically or upon request of either party. The *Licensed Professional Evaluation Plan Handbook* may be amended as necessary by the Joint Evaluation Committee.

B. Evaluation Timelines

The timelines for completing evaluations are described on the Licensed Professional Evaluation Plan Handbook under Section 6: West Chicago District 33 Professional Evaluation Plan Timeline - Standard:

Timelines for Non-Tenured Teachers

Non-Tenured teachers shall be evaluated at least once during every school year until they reach tenure. A final report shall be signed by the evaluator and the teacher acknowledging receipt thereof by March 1. The timelines for completing evaluations are described in the Licensed Professional Evaluation Plan Handbook under Section 6: West Chicago District 33 Professional Evaluation Plan Timeline - Standard

Timelines for Part-time Non-tenured Teachers

1. Part-time non-tenured teachers shall be evaluated at least once during every school year. A final report shall be signed by the evaluator and the teacher acknowledging receipt thereof by March 1. The timelines for completing evaluations are described in the Licensed Professional Evaluation Plan Handbook under Section 6: West Chicago District 33 Professional Evaluation Plan Timeline - Standard

Timelines for Tenured Teachers

The timelines for completing evaluations are described in the Licensed Professional Evaluation Plan Handbook under Section 6: West Chicago District 33 Professional Evaluation Plan Timeline - Standard

1. The district has established a teacher evaluation plan that ensures that each tenured teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" is evaluated at least once in the course of the 3 school years after receipt of the rating, as well as an informal teacher evaluation plan that ensures that each tenured teacher in contractual continued service whose performance is rated as either "excellent" or "proficient" is informally evaluated at least once in the course of the 2 school years after receipt of the rating. However, a tenured teacher who has obtained a "needs improvement" or "unsatisfactory" rating on the previous year's evaluation shall be evaluated in the next school year after receiving that rating.
2. By March 1 there shall be at least one (1) hour of accumulated classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.
3. The formal evaluation process of tenured teachers shall be completed by the principal, the teacher's immediate supervisor, or other evaluators as may be permissible by law. If an evaluator other than the teacher's building principal or immediate supervisor completes the evaluation, the teacher's building principal or immediate supervisor shall, except in an emergency, provide input into the summative evaluation of such teacher. The teacher shall be furnished with a copy of such evaluation and shall acknowledge its receipt. The teacher may respond to such evaluation and such response shall be filed with the evaluation.
4. An individualized professional development plan directed at identified needs and including district supports will be developed within 30 school days of a tenured teacher receiving a summative rating of "needs improvement." Tenured teachers rated "needs improvement" must also receive a written evaluation at least once during the subsequent school year.

C. Modification of Timelines

1. Consistent with PERA, a first-year principal may evaluate any teacher during the principal's first year in a building.
2. The parties agree that during the life of this Agreement if any legislative changes arise or regulatory guidance is issued that conflicts with the timelines stated in Article IX D, the timelines will be modified to ensure consistency with applicable legislative and regulatory provisions.

D. Complaints and Informal Observations

1. Complaints, deemed by the principal to be significant enough to affect subsequent formal appraisal, shall be directed to the teacher by the principal or immediate supervisor as promptly as feasible. Complaints directed to the Superintendent's office will be channeled back to the building principal or immediate supervisor.
2. Any informal observations or complaints which are to be used for teacher appraisal or otherwise made a part of the teacher's record shall be completed in writing and discussed with the teacher and placed in the teacher's personnel file. A copy shall be given to the teacher who shall acknowledge the same.
3. Upon the teacher's request, a conference will be held concerning any complaint or informal observation. If the teacher so notifies the immediate supervisor, the complainant will be encouraged to and may be present. If, as a consequence of such a complaint, the teacher shall be subject to a disciplinary conference involving loss of salary and other benefits, the teacher may be accompanied by or with a Association representative.

E. Shared Teachers

Shared teachers are expected to perform their duties in an acceptable manner in all of their assigned buildings. Each shared teacher will be evaluated by a qualified evaluator. If the evaluations are not conducted by the teacher's supervisor, separate appraisals including conferences and reports will be done by the administrator in charge of each building to which the teacher is assigned. However, by agreement among the teacher, principal(s), and/or supervisor(s) involved, the number of separate appraisals may be fewer.

F. Teacher Rights

1. A copy of the informal and the formal teacher appraisal instruments typically used shall be provided to each teacher at or reasonably following the commencement of the school year, upon employment, and promptly following any amendment or change of such teacher appraisal instruments.
2. A copy of each proposed formal written evaluation shall be made available to the teacher at least 24 hours prior to the conference.
3. Teachers will be furnished a copy of any evaluative material, which is to be placed in their personnel file prior to such placement. The file copy shall be signed by the evaluator and the teacher. Such signature by the teacher indicates compliance with this provision and does not indicate agreement with the content of the material.

4. Teachers have the right to attach comments to any material placed in their file. The teacher must submit such comments as promptly as feasible after receipt of the basic material. The basic material shall have a notation added stating that the teacher's comments are attached.
5. Teachers can inspect their file at any time during normal business hours by prior arrangement. An employee of the Board may be present during the review. This sub-section shall not be applicable to recommendation or comments from other employers or institutions.

G. Procedures for Teachers

1. Teachers are encouraged to maintain an ongoing, informal dialogue with the Administration regarding professional concerns.
2. Teachers may and should make comments on each category of evaluation as provided in the Evaluation Plan. Teachers may respond to the administrator's comments or add information supplementing the administrator's observations as provided in Section G, above.

H. Procedures for Administrators

1. It is recognized that it is desirable for an administrator, where feasible, to observe a variety of subjects, classroom situations, and classes being taught by the teacher. This will typically include seeking to schedule observations at various times of the day. The length and date of observations will be recorded on the Record of Observations.
2. The administrator will seek to apprise the teacher as promptly as feasible of any problems and ways to correct these problems. Such discussions may be informal and/or verbal and will not necessarily be reported as part of the formal evaluation.
3. Administrators having input into the evaluation of a shared teacher will put in writing all evaluative statements that are to be used in the formal evaluation. Copies of such statements shall be furnished to the teacher.
4. As is the typical practice in matters pertaining to personnel, the contents of the evaluation instrument, including the summative rating of the teacher, will be held in confidence.
5. All administrators' statements written in the evaluation instrument will be based on observations made by or otherwise explained by the qualified evaluator.

J. Procedures for Consulting Teachers

The consulting teacher will enter into the consulting relationship for an amount of extra duty pay equal to .1 of the base salary (Step 1, BA column of current salary schedule) unless such amount is rejected by the administration, the consulting teacher, or the Association, in which case an alternative amount shall be agreed to. The consulting teacher for a remediation plan must be an educational employee as defined under the Illinois Educational Labor Relations Act, have at least five years of teaching experience and a familiarity with the assignment of the teacher being evaluated, and have received an “excellent” evaluation rating on his/her most recent evaluation.

K. Remediation Plan

1. Anything in the Evaluation Plan to the contrary notwithstanding any remediation plan shall be implemented as required by law. Otherwise, remediation plans shall be implemented according to the Evaluation Plan.
2. Any teacher on remediation shall receive a mid-point evaluation, as well as a final evaluation at the end of the ninety (90) day remediation period. The final evaluation will include an overall evaluation rating of the teacher's performance during the remediation period.
3. Written copies of both evaluations during the remediation process shall be issued to and discussed with the teacher within ten (10) days. Such evaluations shall identify any deficiencies in performance and recommendations for corrections.

L. Evaluation

Evaluators will personally type and/or handwrite the formal evaluation form(s) of the teachers they are evaluating.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition

Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of any provisions of the agreement shall be a grievance.

B. Statement of Basic Principles

1. Every teacher shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without participation by Association representatives.
2. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. Unless otherwise stated, all time limits shall be teacher employment days, except during summer recess when these shall be Central Office employment days.
3. Every teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion. Illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
4. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance, and said disposition shall not be in conflict with any of the terms or conditions of this agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.
5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, any employee whose presence is required shall be excused, without loss of pay, for that purpose.
6. Any investigation or other handling or processing of any grievance by the grievant or Association representatives shall be conducted outside of school hours.

C. Procedures

Informal (Pre-Grievance Meetings Process) - An attempt shall be made to resolve any grievance using an informal process. The purpose of this informal process is to encourage early communication about concerns and to facilitate open discussion about those concerns in order to attempt to reach a resolution. This process will include the complainant and the administrator with direct responsibility to the incident, and upon request, Association representatives and/or other District Administrators.

1. Step I - In the event the grievance is not resolved through the informal process, the grievant shall file a formal grievance in writing with his/her immediate supervisor, and/or the Administrator with direct responsibility. The written grievance shall note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The grievance must be filed within 45 calendar days from the date of the occurrence of the event giving rise to the grievance, or from the date when the grievant might reasonably have had knowledge thereof. The supervisor or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher, Superintendent, Associate Superintendent for Human Resources/Professional Learning, and the Association within ten (10) working days from receipt of the written grievance. The response shall include the reasons for the decision.
2. Step II – If the grievance is not resolved at Step I, the grievant shall file within ten (10) working days of the Step I response, a copy of the grievance with the Superintendent and the Associate Superintendent for Human Resources/ Professional Learning who shall hold a meeting with the grievant and Association representative within ten (10) working days from the date of receipt of the Step II appeal. The Associate Superintendent for Human Resources/Professional Learning shall issue a written determination to the grievant within ten (10) working days after the Step II meeting. This answer shall include the reasons for the decision.
3. Step III - In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within ten (10) working days of the supervisor's written decision and reason(s) at the second step, a copy of the Grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the Superintendent, or designee, shall hold a meeting with the grievant and the Association representative. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) working days in which to provide the written decision, with reasons, to the grievant and the Association.

4. Arbitration Step:

- a. If the Association is not satisfied with the disposition of the grievance by the Superintendent or the time limits expire without the issuance of the Superintendent's written reply, the Association shall have a maximum of 30 calendar days to submit the grievance to arbitration. Proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice of arbitration is given. If the parties fail to reach an agreement on an arbitrator, either party may request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit to the parties panel(s) of arbitrators in accordance with its practices from which the arbitrator shall be selected. The proceedings shall be conducted by the AAA or FMCS pursuant to its practices. The arbitrator's opinion and award shall be final and binding on the Association and the Board.
- b. Expenses for the arbitrator's services and expenses, which are common to both parties to the arbitration, shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- c. The arbitrator shall have no right to amend, modify, nullify, add to or subtract from any of the provisions of the agreement. The arbitrator's authority shall be limited strictly to the issue or issues presented to him or her in writing by the Board and/or the Association. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning and application of the agreement.

D. Other Rules

1. A grievance involving an administrator above the building level may be initially filed by the Association at Step 3 (III).
2. The Board shall cooperate with the Association in efforts to resolve the grievance.
3. No reprisals of any kind shall be taken by the Board or the administration against a teacher because of the teacher's participation in this grievance procedure.
4. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. A grievance may be withdrawn at any level without establishing precedent provided that, if withdrawn, such grievance shall be treated as if it were never filed.

ARTICLE X

REDUCTION OF PERSONNEL

A. Procedures

If removal or dismissal occurs as a result of a decision by the Board to decrease the number of teachers employed or to discontinue some particular teaching service, dismissal and recall will be in accordance with Section 24-12, and any other applicable sections of the Illinois School Code. Written notice will be given to teachers no later than forty-five (45) days before the end of the school term.

B. Seniority Definition

As required by law (and as may otherwise be applicable), the following definition of seniority will be used:

1. Seniority (length of continuing service) means the period of continuous employment with the District in a position, which is within the bargaining unit (as defined in Article I herein). Part-time service shall be pro-rated.
2. Non-paid leave of absence, when it interrupts or is continuous to full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority.
3. If two or more employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:
 - a. highest earned degree
 - b. most credit hours beyond the degree
 - c. total teaching experience
 - d. performance rating within Group 3
 - e. decision of the Superintendent

C. Recall Rights

Any employee falling within statutory RIF groups three (3) and four (4), whose active employment has been terminated due to an honorable dismissal shall have recall rights in accordance with Section 24-12 of *The School Code*.

1. If the Board prior to the onset of the second school term following an honorable dismissal employs additional teachers, such position(s) shall first be tendered to the teacher(s) honorably dismissed within such period in the reverse order of their dismissal(s).
2. Seniority, accumulated sick leave, and salary schedule position will be retained until recall.
3. Notice of recall shall be sent to the teacher by certified mail (return receipt requested) to the last address submitted to the Board by the teacher. Failure of the teacher to affirmatively respond to such notice within seven (7) calendar days of its receipt or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article.

D. Seniority/RIF Lists

The Board shall furnish the Association with the Sequence of Honorable Dismissal List, including groupings and criteria for placement of individual teachers, no later than seventy-five (75) days prior to the end of each school year. The seniority list will accompany the Sequence of Honorable Dismissal.

E. Joint Committee

1. A joint committee made up of three (3) Association representatives as appointed by the Association, and three (3) representatives appointed by the District, will meet, in accordance with Section 24-12 and all other applicable Sections of *The School Code*, before February 1 on any year in which the parties desire to make adjustments to the process for Reduction in Force.
2. In the event that the joint committee meets during regular working hours, Association representatives shall not suffer any loss of pay or benefits for time spent doing joint committee work.

ARTICLE XI

PAYROLL PROCEDURE

A. Pay Schedule

Salaries shall be paid on the 15th and last day of the month, unless those dates fall on Saturdays, Sundays, or holidays when they shall be paid on the preceding business days.

a. Dues Deductions

The Board agrees to deduct from the salaries of the teachers dues to the Association and its affiliates as said teachers shall individually and voluntarily authorize. Deductions shall be made twice each month beginning with the first paycheck in October and concluding with the final pay schedule as designated by the teacher, provided that the Board shall have received a dues deduction authorization form, in the language set forth, signed by the teacher at least three weeks prior to the distribution of the first paycheck in October. The Board shall forward to the treasurer of the Association all such deductions no later than the 20th day of the month following their deduction. Throughout the year, the Association will notify the Board within five (5) business days of a teacher's change in authorization.

The Association agrees to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

b. Other Payroll Deductions

Teachers may authorize payroll deductions for tax-sheltered annuities, insurance plans, charities, and credit union, provided written notice is given to the Executive Director of Business and Operations at least four (4) weeks prior to the commencement of the deduction and the deduction is one of those previously approved for such purpose by the Board of Education. Said deduction shall only begin on the 15th or the first paycheck of the month. Authorizations shall be for the remainder of the school year.

c. Automatic Deposit

Upon request, the Board shall provide for automatic deposit of teacher's pay to any designated bank or other financial institution.

d. Annual Payment Options

1. Each teacher shall have the option to select one of the following payroll options:
 - a. Ten (10) months (Twenty (20) pay periods)
 - b. Twelve (12) months (Twenty-four (24) pay periods)
2. Each teacher employed by the District during the preceding school year shall notify the Business office, on forms provided, of the choice prior to August 30. New teachers shall indicate their options at the time of signing a contract with the right to change no later than August 30.
3. Teachers employed following August 30 shall indicate said option at the time of employment. Each such payroll option notice shall remain in effect for the payment of all compensation due the teacher for the pertinent school year.

F. Summer Paychecks

During the summer recess, paychecks shall be mailed by 2:00 p.m. on the second business day prior to the scheduled pay date, provided teachers may arrange to personally pick up such paycheck at the District Business Office.

G. Sick Leave and Annuity Accounting

Paycheck stubs will include a year-to-date accounting of accumulated sick leave and tax-sheltered annuity payments in addition to customary information.

ARTICLE XII

SALARY

A. Salary Increases

1. The new agreement is for four (4) years from 2022-23 through 2025-26. The salary schedule for all four years will reflect steps of 2.25% for all 18 steps. There is no change to lane movement increases. A base increase of 2.75% will be added for the 2022-2023 school year making the total increase for 2022-23 five percent (5.0%). A base increase of 2.25% will be added for the 2023-2024 school year making the total increase for the 2023-24 four and a half percent (4.5%).
 - a. In order to correctly place teachers for the 2022-2023 school year and beyond, the current 2021-2022 salary schedule will be adjusted to reflect steps of 2.25%. See Appendix B.
 - b. Each teacher will then be placed on the adjusted schedule, within their current lane on a step closest to their current salary without being placed at a salary lower than their current salary. In some cases, this may mean teachers move one or more steps. The cell may be a cell with a salary slightly higher than their current salary. Appendix B-1.
 - c. The 2022-2023 increase of five percent (5%) will then be applied.
2. For the 2024-2025 and 2025-2026 school years, a base increase will be added to the guaranteed 2.25% step increase where the total combined increase of base and step will be equal to 90% of the Consumer Price Index (CPI-U) as used by the Property Tax Extension Limitation Law (i.e. “tax cap” law) for the District’s annual tax levy.
3. Teachers who are off the salary schedule for any or all of the four years of this agreement (including those in the MOU Group and on the retirement track) will receive the same annual percentage increase as those moving on the salary schedule (See Article XII A. Salary)
4. Lane movement continues and will be applied retroactively to the first day of teacher attendance for those who are eligible.

B. Salary Deduction Pro-Rations

Any teacher who shall be absent or otherwise unable to perform the required service, and who shall not be on leave for which payment is authorized and allowable, shall have deducted an amount equal to one/one hundred eighty one (1/181) for the 2022-2023 school year and one hundred eighty-four (1/184) for the remaining school years. Nothing herein shall be construed as precluding disciplinary action consistent with the offense in addition to such salary deduction for an unauthorized absence from employment. As an emergency measure in the case of any teacher who has been on sick leave or other absence in excess of one (1) day for which payment is not authorized, the following procedures shall be followed:

Multiply the number of days of absence that are not covered by any other leave by the teacher's per diem pay. The product shall be subtracted from the unpaid balance of the teacher's yearly gross so that subsequent bi-monthly paychecks will be equally diminished.

C. Additional Compensation

1. Any teacher who is requested to perform services beyond the requirement of the school calendar, and who does provide such services shall be compensated at the rate of 1/181 for the 2022-2023 school year and 1/184 with the commencement of the 2023-2024 school year of the annual salary for each day of service. Service for less than a full day shall be pro-rated. This paragraph shall not apply to the orientation period for new teachers and may be waived by the teacher.
2. A part-time teacher who works additional hours beyond the contractual assignment, shall be compensated for the additional time worked at an hourly rate based on that teacher's per diem pay, provided such additional work shall occur during the normal teacher workday and shall be substantially identical to the duties performed during such contractual assignment. Substitution for an absent teacher shall not be deemed duties, which are substantially identical.

D. Extra Duty Pay Schedule

1. The extra duty pay schedule is included as Appendix C.
2. Translating

A teacher who performs written or oral language translation of at least fifteen (15) minutes in length will be compensated as provided in Appendix C, when such translation is to be completed outside of the normal teacher workday, during the teacher's duty-free lunch, or during the teacher's preparation time, including preparation time occurring before or after the student attendance day.

3. In-service

A teacher, who makes a presentation of at least thirty (30) minutes in length at a Building or District In-service or Building or District Institute, will be compensated as provided in Appendix C. The compensation will be based on a rate of two (2) hours of pay for each hour of presentation given during the normal teacher workday. Presentations occurring outside of the normal teacher workday will be compensated at a rate of three (3) hours pay for each hour of presentation. If the District provides release time for the preparation of a presentation and if the release time equals two (2) hours for each hour of presentation, then compensation will not be paid, except for any presentation time occurring outside of the normal teacher workday. In situations where a teacher makes multiple presentations of similar material within the same fiscal year, compensation for planning time will be reduced by one (1) hour for each presentation beyond the first. Teachers adapting an existing presentation will receive compensation equal to half ($\frac{1}{2}$) the amount referenced above.

4. Chaperoning

Except as may be otherwise provided in this Agreement, a teacher who supervises or chaperones students outside of the normal teacher workday or attends a District or building sponsored function occurring outside of the normal teacher workday, will be compensated as provided in Appendix C. This does not include teacher attendance at curriculum night, open house, or eighth grade graduation.

5. Multipliers/Positions

The multipliers stated in Appendix C reflect the agreement between the parties as to the number of hours typically required for a particular extra duty. If an extra duty position becomes a shared responsibility between teachers, the multiplier shall be adjusted accordingly, but the total compensation of the duty shall not be less than as stated in Appendix C for such duty. If two separate positions are combined into one position, or if previously shared duties are combined into one position, the multiplier for the single position shall equal the sum of the multipliers of the combined positions.

6. Extra Duty Vacancies

Extra duty vacancies shall be offered first to teachers, with preference given to those teachers in which the building vacancy is located. If a vacancy is not filled by the building teachers, the vacancy shall be posted in the District, as is the practice described in Article V, Section A of this Agreement. If the vacancy is not filled by teachers, the vacancy may be offered to persons not covered by this Agreement.

This section shall not be applicable to game scorekeepers, bus supervision, lunchroom supervision, chaperoning/supervision, translating, and eighth-grade graduation dance.

7. Summer School

Teachers employed to teach summer school will be compensated as provided in Appendix C.

8. Summer Curriculum Work/In-service

Teachers employed for summer curriculum work/in-service will be compensated as provided in Appendix C.

9. After School/Saturday

Teachers employed for after-school and/or Saturday programs will be compensated as provided in Appendix C.

10. Plan Time for After School Tutors

Teachers who provide after-school tutoring that requires preparation in order to implement a particular curriculum, will be compensated a pro-rata calculation of plan time. Such plan time shall be based on the contractual number of planning minutes divided by the contractual workday that is in effect at the time of the service. Teachers employed for After-School Tutoring will be compensated as provided in Appendix C.

11. Summer School Case Study Evaluations/Transition Meetings

Teachers employed to complete case study evaluations and/or attend transition meetings during the summer will be compensated per case as provided in Appendix C.

E. Course Approval

A teacher may request approval from the Superintendent to take a course for salary schedule credit. Criteria for approval are listed below.

1. The course must be offered by an accredited institution and/or an accredited program of higher learning.
2. The course(s) may be face-to-face or online in format.
3. If online courses are part of a degree, endorsement, or specialist program the teacher is completing, there is no limit to the number of online courses taken within the program.
4. If the teacher is not completing a degree, endorsement, or specialist program, he/she is limited to two (2) online courses per school year.

5. All online courses must be aligned to D33 current teaching or learning initiatives.
6. Courses must be described on the District's Approval for Salary Advancement form and receive the prior approval of the Superintendent or designee.
7. A grade of "B" or better must be received for a course to count for salary schedule credit.
8. A course does not have to be part of an advanced degree program to be eligible for approval by the Superintendent whose determination shall be non-precedential and in the Superintendent's sole discretion. Approval or denial of courses will be provided to a teacher within two (2) weeks from the date of the principal's signature acknowledging the submission of the course approval form.

F. Movement on Salary Schedule

A teacher must submit an official college document for approved coursework prior to September 30 to receive credit on the salary schedule for the entire school term.

G. Tuition Reimbursement

Tenured teachers may request approval from the Superintendent or designee to take courses for tuition reimbursement. Such courses of study shall be designed to improve their job skills and/or expertise. Review the requirements for Course Approval above - courses must meet requirements 1 through 8 to be eligible for tuition reimbursement. Such teacher requests shall be in writing on forms provided by the District for this purpose and shall include specific information indicating the value of the course to the District. If approved, the tenured teacher shall be reimbursed the cost of the tuition fees of such course, provided the maximum reimbursement to any individual in any single school year shall be \$800.

Upon successful completion of an approved course, tenured teachers will be eligible to apply for tuition reimbursement. The submission of an official transcript demonstrating successful completion of the course of study with a grade of "B" or better, or passing a pass/fail course, along with proof of payment of that course and the tuition reimbursement request form requesting the specific amount for reimbursement should be submitted within two months of the class being completed. University vouchers and grants shall not be used with tuition reimbursement.

The maximum total reimbursement available to the bargaining unit per school year pursuant to this section shall be twenty-four thousand (\$24,000.00) dollars as follows:

Up to \$8,000 per year for classes taken by teachers in the Fall Semester

Up to \$8,000 per year for classes taken by teachers in the Spring Semester

Up to \$8,000 per year for classes taken by teachers in the Summer Semester

Summers are counted as part of the school year ending, i.e. summer 2018 will be counted towards the 2017-2018 school year.

Should the members of the bargaining unit not exhaust the entire \$8,000 allowance for a particular semester, the unused funds shall be utilized to cover the following semester within that year not to exceed a total maximum reimbursement of \$24,000/year.

H. Psychologists, Social Workers, and Speech and Language Pathologists

1. An internship shall be computed as a year of experience in determining step placement on the salary schedule. As used herein “internship” shall mean a full school year of training, which includes at least 1,000 hours during such year, in an established program for the training of psychologists.
2. The foregoing shall also apply to the placement of social workers and speech and language pathologists.
3. Where a teacher’s credentials require hours beyond the normal Master’s Degree, such additional hours shall qualify the teacher for placement in a salary column beyond the M.A., provided in such computation, the Master’s Degree shall be valued at forty (40) semester hours. (e.g., if such teacher has an M.A. of sixty-five (65) hours, the teacher shall be deemed to have twenty-five (25) hours beyond the Master’s for salary schedule placement.) Graduate hours earned for the “internship” will not be credited in calculating hours beyond 40 semester hours Master’s Degree program.

H. Hard to Fill Positions

In areas of shortage, the Board of Education may, upon notification to the Association, provide new employees a one-time signing bonus of up to \$5,000.00 to be paid over three years. These determinations shall be within the sole discretion of the Board of Education, shall be non precedential, and such adjustments may be made differently as determined by the Board.

ARTICLE XIII
FRINGE BENEFITS

A. Hospital/Dental Insurance

1. When a spouse turns age 65, they are no longer eligible for coverage under the district's health insurance plan as they are now eligible for Medicare coverage. However, for employees who, as of the date of contract final approval by the Board of Education, are signed up for family coverage and who have a spouse age 65 or older, such spouses shall remain eligible for coverage under the District's health insurance plan for the term of this Agreement, subject to the plan's rules.
2. A hospitalization program shall be provided with comprehensive medical/surgical and major medical coverages as were in effect during the last previous Agreement, except as improved or changed as listed in Appendix D or as listed in Article XIII A 2 below.
3. Effective January 1, 2016, health and dental premium sharing will remain as follows and described in Appendix D:

Premium Sharing:

- a. Low-deductible PPO: Board 70% / Employee 30% (single and family)
- b. HMO (IL): Board 80% / Employee 20% (single); Board 75% / Employee 25% (family)
- c. HMO (BA): Board 80% / Employee 20% (single); Board 80% / Employee 20% (family)
- d. HSA: Board 80% / Employee 20% (single); Board 80% / Employee 20% (family)
- e. Dental: Board 80% / Employee 20% (single and family)

Plan Details:

- a. Co-pay \$20.00
 - b. Co-insurance 80%
 - c. Emergency room co-pays \$75.00
 - d. Continue to work with the Board of Education to educate staff members on wellness
3. In addition, the following plan changes for the low deductible PPO will be implemented, effective January 1, 2016:
- a. Phased-in PPO deductible changes as follows:
 - January 1, 2016 PPO deductible to \$500 single, \$1,500 family
 - January 1, 2017 PPO deductible to \$1,000 single, \$3,000 family
 - b. Phased-in PPO out-of-pocket maximum limits (which includes deductible) changes as follows

follows:

- January 1, 2016 PPO out of pocket to \$1,500 single, \$4,500 family
- January 1, 2017 PPO out of pocket to \$2,000 single, \$6,000 family

B. Insurance Management (replaces Article VI in 2012-2015 Negotiated Agreement)

West Chicago School District 33 Board Policy 4:100 Insurance Management provides a description of the District's liability, catastrophic accident insurance (for students), comprehensive property insurance, and workers' compensation insurance. Please refer to this policy for more information.

C. Life Insurance

The Board will provide each full-time teacher a \$20,000 term life insurance policy. For teachers employed less than full-time, the amount of the term life insurance shall be adjusted pro-rata, provided such coverage is available through the insurance carrier.

C. Section 125 Plan

The Board will make available a Section 125 Plan to teachers. The participants in the Plan shall bear all the individual (service) costs thereof.

D. Payment to Teachers' Retirement System

The Board shall remit for each teacher the required amount due for each teacher, pursuant to and from the Salary Schedules of this Agreement, to the Illinois Teachers' Retirement System. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the fund so remitted except as they may subsequently become available from the Illinois Teachers' Retirement System.

E. Part-Time Pro-ration

All benefits provided herein shall be pro-rated as to part-time teachers based upon the proportion of their service to full-time.

ARTICLE XV

EFFECT OF AGREEMENT

A. Complete Understandings

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

B. Precedence of Agreement

This Agreement shall control if any provision hereof shall conflict with Board policy.

C. Individual Contracts

Individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.

D. Severability Provision

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

E. Waiver of Additional Negotiations

The parties acknowledge that they have had the opportunity to negotiate all items not removed by law, and therefore each waives the right to negotiate any other subject during the term of this Agreement, except by mutual consent.

F. No Strike Provision

During the term of this Agreement and any extension thereof, neither the Association nor any member of the bargaining unit shall engage in, authorize, or instigate any strike or other illegal concerted activity directed against the Board.

ARTICLE XVI

DURATION

This Agreement shall be effective on the date of its execution. Any back pay shall be paid as a lump sum in a separate check within 30 days following the Board approval of the contract.

This Agreement shall continue in effect through 11:59 P.M. on the day prior to the first day of the 2025-2026 school term.

President (s)
Elementary Teacher's Association of
West Chicago

President, Board of Education
West Chicago Elementary School District 33
DuPage County, Illinois

Date: _____

Date: _____

APPENDIX A

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**APPENDIX B
PLACEMENT SALARY SCHEDULE**

2021 - 22 Adjusted Salary Schedule For Employee Placement																		Every employee on salary schedule gets placed into their same lane and the cell closest to their current salary but not lower. Employees whose current salaries are higher than Step 18 in their lane would be placed off schedule at their current 2021-22 salary.							
STEP	BA-0		BA-8		BA-16		BA-24		BA-32		MA-0		MA-8		MA-16		MA-24		MA-32		MA-40		MA-48		
1	\$44,895.15		\$46,329.65		\$47,815.38		\$49,346.98		\$50,395.11		\$51,497.67		\$52,701.61		\$53,968.54		\$55,856.65		\$57,808.79						
2	\$45,905.29	2.25%	\$47,372.07	2.25%	\$48,891.23	2.25%	\$50,457.29	2.25%	\$51,529.00	2.25%	\$52,656.37	2.25%	\$53,887.40	2.25%	\$55,182.83	2.25%	\$57,113.42	2.25%	\$59,109.49	2.25%					
3	\$46,938.16	2.25%	\$48,437.94	2.25%	\$49,991.28	2.25%	\$51,592.58	2.25%	\$52,688.40	2.25%	\$53,841.14	2.25%	\$55,099.86	2.25%	\$56,424.45	2.25%	\$58,398.48	2.25%	\$60,439.45	2.25%					
4	\$47,994.27	2.25%	\$49,527.79	2.25%	\$51,116.08	2.25%	\$52,753.41	2.25%	\$53,873.89	2.25%	\$55,052.56	2.25%	\$56,339.61	2.25%	\$57,694.00	2.25%	\$59,712.44	2.25%	\$61,799.34	2.25%					
5	\$49,074.14	2.25%	\$50,642.17	2.25%	\$52,266.19	2.25%	\$53,940.36	2.25%	\$55,086.05	2.25%	\$56,291.24	2.25%	\$57,607.25	2.25%	\$58,992.11	2.25%	\$61,055.97	2.25%	\$63,189.82	2.25%					
6	\$50,178.31	2.25%	\$51,781.62	2.25%	\$53,442.18	2.25%	\$55,154.02	2.25%	\$56,325.49	2.25%	\$57,557.80	2.25%	\$58,903.41	2.25%	\$60,319.43	2.25%	\$62,429.73	2.25%	\$64,611.60	2.25%					
7	\$51,307.32	2.25%	\$52,946.70	2.25%	\$54,644.63	2.25%	\$56,394.98	2.25%	\$57,592.81	2.25%	\$58,852.85	2.25%	\$60,228.74	2.25%	\$61,676.62	2.25%	\$63,834.40	2.25%	\$66,065.36	2.25%					
8	\$52,461.73	2.25%	\$54,138.00	2.25%	\$55,874.14	2.25%	\$57,663.87	2.25%	\$58,888.65	2.25%	\$60,177.04	2.25%	\$61,583.89	2.25%	\$63,064.34	2.25%	\$65,270.67	2.25%	\$67,551.83	2.25%					
9	\$53,642.12	2.25%	\$55,356.11	2.25%	\$57,131.31	2.25%	\$58,961.31	2.25%	\$60,213.65	2.25%	\$61,531.02	2.25%	\$62,969.52	2.25%	\$64,483.29	2.25%	\$66,739.26	2.25%	\$69,071.74	2.25%					
10	\$54,849.07	2.25%	\$56,601.62	2.25%	\$58,416.76	2.25%	\$60,287.94	2.25%	\$61,568.45	2.25%	\$62,915.47	2.25%	\$64,386.34	2.25%	\$65,934.17	2.25%	\$68,240.90	2.25%	\$70,625.86	2.25%	\$74,538.53	2.25%	\$77,147.38	2.25%	
11	\$56,083.18	2.25%	\$57,875.16	2.25%	\$59,731.14	2.25%	\$61,644.42	2.25%	\$62,953.74	2.25%	\$64,331.07	2.25%	\$65,835.03	2.25%	\$67,417.69	2.25%	\$69,776.32	2.25%	\$72,214.94	2.25%	\$76,215.65	2.25%	\$78,883.19	2.25%	
12	\$57,345.05	2.25%	\$59,177.35	2.25%	\$61,075.09	2.25%	\$63,031.42	2.25%	\$64,370.20	2.25%	\$65,778.51	2.25%	\$67,316.32	2.25%	\$68,934.58	2.25%	\$71,346.29	2.25%	\$73,839.77	2.25%	\$77,930.50	2.25%	\$80,658.07	2.25%	
13	\$58,635.31	2.25%	\$60,508.84	2.25%	\$62,449.28	2.25%	\$64,449.62	2.25%	\$65,818.53	2.25%	\$67,258.53	2.25%	\$68,830.94	2.25%	\$70,485.61	2.25%	\$72,951.58	2.25%	\$75,501.17	2.25%	\$79,683.93	2.25%	\$82,472.87	2.25%	
14	\$59,954.60	2.25%	\$61,870.29	2.25%	\$63,854.39	2.25%	\$65,899.74	2.25%	\$67,299.45	2.25%	\$68,771.85	2.25%	\$70,379.63	2.25%	\$72,071.54	2.25%	\$74,592.99	2.25%	\$77,199.95	2.25%	\$81,476.82	2.25%	\$84,328.51	2.25%	
15	\$61,303.58	2.25%	\$63,262.37	2.25%	\$65,291.11	2.25%	\$67,382.48	2.25%	\$68,813.69	2.25%	\$70,319.21	2.25%	\$71,963.18	2.25%	\$73,693.15	2.25%	\$76,271.33	2.25%	\$78,936.94	2.25%	\$83,310.05	2.25%	\$86,225.90	2.25%	
16	\$62,682.91	2.25%	\$64,685.77	2.25%	\$66,760.16	2.25%	\$68,898.59	2.25%	\$70,362.00	2.25%	\$71,901.40	2.25%	\$73,582.35	2.25%	\$75,351.24	2.25%	\$77,987.43	2.25%	\$80,713.03	2.25%	\$85,184.53	2.25%	\$88,165.99	2.25%	
							\$70,448.81	2.25%	\$71,945.14	2.25%	\$73,519.18	2.25%	\$75,237.95	2.25%	\$77,046.65	2.25%	\$79,742.15	2.25%	\$82,529.07	2.25%	\$87,101.18	2.25%	\$90,149.72	2.25%	
							\$72,033.91	2.25%	\$73,563.91	2.25%	\$75,173.36	2.25%	\$76,930.80	2.25%	\$78,780.20	2.25%	\$81,536.35	2.25%	\$84,385.97	2.25%	\$89,060.96	2.25%	\$92,178.09	2.25%	

APPENDIX B - 1
SALARY SCHEDULE
2022-2023 SCHOOL YEAR

2022-2023 Salary Schedule																2.25% Step Increase plus 2.75% Base Increase = 5.06% actual with compounding									
STEP	BA-0		BA-8		BA-16		BA-24		BA-32		MA-0		MA-8		MA-16		MA-24		MA-32		MA-40		MA-48		
1	\$ 46,129.77		\$ 47,603.72		\$ 49,130.30		\$ 50,704.02		\$ 51,780.98		\$ 52,913.86		\$ 54,150.90		\$ 55,452.67		\$ 57,392.71		\$ 59,398.53						
2	\$ 47,167.69	2.25%	\$ 48,674.80	2.25%	\$ 50,235.73	2.25%	\$ 51,844.86	2.25%	\$ 52,946.05	2.25%	\$ 54,104.42	2.25%	\$ 55,369.30	2.25%	\$ 56,700.36	2.25%	\$ 58,684.04	2.25%	\$ 60,735.00	2.25%					
3	\$ 48,228.96	2.25%	\$ 49,769.98	2.25%	\$ 51,366.04	2.25%	\$ 53,011.37	2.25%	\$ 54,137.33	2.25%	\$ 55,321.77	2.25%	\$ 56,615.11	2.25%	\$ 57,976.12	2.25%	\$ 60,004.43	2.25%	\$ 62,101.54	2.25%					
4	\$ 49,314.11	2.25%	\$ 50,889.81	2.25%	\$ 52,521.77	2.25%	\$ 54,204.13	2.25%	\$ 55,355.42	2.25%	\$ 56,566.51	2.25%	\$ 57,888.95	2.25%	\$ 59,280.58	2.25%	\$ 61,354.53	2.25%	\$ 63,498.82	2.25%					
5	\$ 50,423.68	2.25%	\$ 52,034.83	2.25%	\$ 53,703.51	2.25%	\$ 55,423.72	2.25%	\$ 56,600.92	2.25%	\$ 57,839.25	2.25%	\$ 59,191.45	2.25%	\$ 60,614.39	2.25%	\$ 62,735.01	2.25%	\$ 64,927.54	2.25%					
6	\$ 51,558.21	2.25%	\$ 53,205.61	2.25%	\$ 54,911.84	2.25%	\$ 56,670.75	2.25%	\$ 57,874.44	2.25%	\$ 59,140.64	2.25%	\$ 60,523.26	2.25%	\$ 61,978.22	2.25%	\$ 64,146.55	2.25%	\$ 66,388.41	2.25%					
7	\$ 52,718.27	2.25%	\$ 54,402.74	2.25%	\$ 56,147.36	2.25%	\$ 57,945.85	2.25%	\$ 59,176.62	2.25%	\$ 60,471.30	2.25%	\$ 61,885.03	2.25%	\$ 63,372.73	2.25%	\$ 65,589.85	2.25%	\$ 67,882.15	2.25%					
8	\$ 53,904.43	2.25%	\$ 55,626.80	2.25%	\$ 57,410.68	2.25%	\$ 59,249.63	2.25%	\$ 60,508.09	2.25%	\$ 61,831.91	2.25%	\$ 63,277.44	2.25%	\$ 64,798.61	2.25%	\$ 67,065.62	2.25%	\$ 69,409.50	2.25%					
9	\$ 55,117.28	2.25%	\$ 56,878.40	2.25%	\$ 58,702.42	2.25%	\$ 60,582.74	2.25%	\$ 61,869.52	2.25%	\$ 63,223.12	2.25%	\$ 64,701.19	2.25%	\$ 66,256.58	2.25%	\$ 68,574.59	2.25%	\$ 70,971.22	2.25%					
10	\$ 56,357.42	2.25%	\$ 58,158.17	2.25%	\$ 60,023.22	2.25%	\$ 61,945.86	2.25%	\$ 63,261.59	2.25%	\$ 64,645.64	2.25%	\$ 66,156.96	2.25%	\$ 67,747.36	2.25%	\$ 70,117.52	2.25%	\$ 72,568.07	2.25%	\$ 76,588.34	2.25%	\$ 79,268.93	2.25%	
11	\$ 57,625.46	2.25%	\$ 59,466.72	2.25%	\$ 61,373.74	2.25%	\$ 63,339.64	2.25%	\$ 64,684.97	2.25%	\$ 66,100.17	2.25%	\$ 67,645.50	2.25%	\$ 69,271.67	2.25%	\$ 71,695.17	2.25%	\$ 74,200.85	2.25%	\$ 78,311.58	2.25%	\$ 81,052.48	2.25%	
12	\$ 58,922.04	2.25%	\$ 60,804.73	2.25%	\$ 62,754.65	2.25%	\$ 64,764.78	2.25%	\$ 66,140.38	2.25%	\$ 67,587.42	2.25%	\$ 69,167.52	2.25%	\$ 70,830.28	2.25%	\$ 73,308.31	2.25%	\$ 75,870.37	2.25%	\$ 80,073.59	2.25%	\$ 82,876.16	2.25%	
13	\$ 60,247.78	2.25%	\$ 62,172.83	2.25%	\$ 64,166.63	2.25%	\$ 66,221.99	2.25%	\$ 67,628.54	2.25%	\$ 69,108.14	2.25%	\$ 70,723.79	2.25%	\$ 72,423.97	2.25%	\$ 74,957.75	2.25%	\$ 77,577.45	2.25%	\$ 81,875.24	2.25%	\$ 84,740.88	2.25%	
14	\$ 61,603.36	2.25%	\$ 63,571.72	2.25%	\$ 65,610.38	2.25%	\$ 67,711.98	2.25%	\$ 69,150.18	2.25%	\$ 70,663.07	2.25%	\$ 72,315.07	2.25%	\$ 74,053.50	2.25%	\$ 76,644.29	2.25%	\$ 79,322.94	2.25%	\$ 83,717.44	2.25%	\$ 86,647.55	2.25%	
15	\$ 62,989.43	2.25%	\$ 65,002.08	2.25%	\$ 67,086.61	2.25%	\$ 69,235.50	2.25%	\$ 70,706.06	2.25%	\$ 72,252.99	2.25%	\$ 73,942.16	2.25%	\$ 75,719.71	2.25%	\$ 78,368.79	2.25%	\$ 81,107.71	2.25%	\$ 85,601.08	2.25%	\$ 88,597.12	2.25%	
16	\$ 64,406.69	2.25%	\$ 66,464.63	2.25%	\$ 68,596.06	2.25%	\$ 70,793.30	2.25%	\$ 72,296.95	2.25%	\$ 73,878.69	2.25%	\$ 75,605.86	2.25%	\$ 77,423.40	2.25%	\$ 80,132.09	2.25%	\$ 82,932.63	2.25%	\$ 87,527.10	2.25%	\$ 90,590.55	2.25%	
							\$ 72,386.15	2.25%	\$ 73,923.63	2.25%	\$ 75,540.96	2.25%	\$ 77,306.99	2.25%	\$ 79,165.43	2.25%	\$ 81,935.06	2.25%	\$ 84,798.62	2.25%	\$ 89,496.46	2.25%	\$ 92,628.84	2.25%	
							\$ 74,014.84	2.25%	\$ 75,586.91	2.25%	\$ 77,240.63	2.25%	\$ 79,046.40	2.25%	\$ 80,946.65	2.25%	\$ 83,778.60	2.25%	\$ 86,706.59	2.25%	\$ 91,510.13	2.25%	\$ 94,712.99	2.25%	

APPENDIX B - 2
SALARY SCHEDULE
2023-2024 SCHOOL YEAR

2023-24 Salary Schedule													2.25% Step Increase plus 2.25% Base Increase plus 1.66% Additional 3 Day Increase = 6.29% actual with compounding												
STEP	BA-0		BA-8		BA-16		BA-24		BA-32		MA-0		MA-8		MA-16		MA-24		MA-32		MA-40		MA-48		
1	\$ 47,950.67		\$ 49,482.80		\$ 51,069.65		\$ 52,705.49		\$ 53,824.95		\$ 55,002.55		\$ 56,288.43		\$ 57,641.59		\$ 59,658.20		\$ 61,743.20						
2	\$ 49,029.56	2.25%	\$ 50,596.16	2.25%	\$ 52,218.72	2.25%	\$ 53,891.36	2.25%	\$ 55,036.01	2.25%	\$ 56,240.11	2.25%	\$ 57,554.92	2.25%	\$ 58,938.52	2.25%	\$ 61,000.51	2.25%	\$ 63,132.42	2.25%					
3	\$ 50,132.73	2.25%	\$ 51,734.58	2.25%	\$ 53,393.64	2.25%	\$ 55,103.92	2.25%	\$ 56,274.32	2.25%	\$ 57,505.51	2.25%	\$ 58,849.91	2.25%	\$ 60,264.64	2.25%	\$ 62,373.02	2.25%	\$ 64,552.90	2.25%					
4	\$ 51,260.71	2.25%	\$ 52,898.61	2.25%	\$ 54,594.99	2.25%	\$ 56,343.75	2.25%	\$ 57,540.50	2.25%	\$ 58,799.38	2.25%	\$ 60,174.03	2.25%	\$ 61,620.59	2.25%	\$ 63,776.41	2.25%	\$ 66,005.34	2.25%					
5	\$ 52,414.08	2.25%	\$ 54,088.82	2.25%	\$ 55,823.38	2.25%	\$ 57,611.49	2.25%	\$ 58,835.16	2.25%	\$ 60,122.37	2.25%	\$ 61,527.94	2.25%	\$ 63,007.06	2.25%	\$ 65,211.38	2.25%	\$ 67,490.46	2.25%					
6	\$ 53,593.39	2.25%	\$ 55,305.82	2.25%	\$ 57,079.41	2.25%	\$ 58,907.75	2.25%	\$ 60,158.95	2.25%	\$ 61,475.12	2.25%	\$ 62,912.32	2.25%	\$ 64,424.71	2.25%	\$ 66,678.64	2.25%	\$ 69,009.00	2.25%					
7	\$ 54,799.25	2.25%	\$ 56,550.20	2.25%	\$ 58,363.69	2.25%	\$ 60,233.17	2.25%	\$ 61,512.52	2.25%	\$ 62,858.31	2.25%	\$ 64,327.85	2.25%	\$ 65,874.27	2.25%	\$ 68,178.91	2.25%	\$ 70,561.70	2.25%					
8	\$ 56,032.23	2.25%	\$ 57,822.58	2.25%	\$ 59,676.88	2.25%	\$ 61,588.42	2.25%	\$ 62,896.56	2.25%	\$ 64,272.63	2.25%	\$ 65,775.23	2.25%	\$ 67,356.44	2.25%	\$ 69,712.93	2.25%	\$ 72,149.34	2.25%					
9	\$ 57,292.95	2.25%	\$ 59,123.59	2.25%	\$ 61,019.61	2.25%	\$ 62,974.16	2.25%	\$ 64,311.73	2.25%	\$ 65,718.76	2.25%	\$ 67,255.17	2.25%	\$ 68,871.96	2.25%	\$ 71,281.47	2.25%	\$ 73,772.70	2.25%					
10	\$ 58,582.05	2.25%	\$ 60,453.87	2.25%	\$ 62,392.55	2.25%	\$ 64,391.08	2.25%	\$ 65,758.74	2.25%	\$ 67,197.43	2.25%	\$ 68,768.41	2.25%	\$ 70,421.58	2.25%	\$ 72,885.31	2.25%	\$ 75,432.58	2.25%	\$ 79,611.55	2.25%	\$ 82,397.95	2.25%	
11	\$ 59,900.14	2.25%	\$ 61,814.08	2.25%	\$ 63,796.38	2.25%	\$ 65,839.88	2.25%	\$ 67,238.31	2.25%	\$ 68,709.38	2.25%	\$ 70,315.70	2.25%	\$ 72,006.07	2.25%	\$ 74,525.23	2.25%	\$ 77,129.82	2.25%	\$ 81,402.81	2.25%	\$ 84,251.91	2.25%	
12	\$ 61,247.89	2.25%	\$ 63,204.90	2.25%	\$ 65,231.80	2.25%	\$ 67,321.27	2.25%	\$ 68,751.18	2.25%	\$ 70,255.34	2.25%	\$ 71,897.80	2.25%	\$ 73,626.20	2.25%	\$ 76,202.04	2.25%	\$ 78,865.24	2.25%	\$ 83,234.37	2.25%	\$ 86,147.57	2.25%	
13	\$ 62,625.97	2.25%	\$ 64,627.01	2.25%	\$ 66,699.51	2.25%	\$ 68,836.00	2.25%	\$ 70,298.08	2.25%	\$ 71,836.08	2.25%	\$ 73,515.50	2.25%	\$ 75,282.79	2.25%	\$ 77,916.59	2.25%	\$ 80,639.71	2.25%	\$ 85,107.14	2.25%	\$ 88,085.90	2.25%	
14	\$ 64,035.06	2.25%	\$ 66,081.12	2.25%	\$ 68,200.25	2.25%	\$ 70,384.81	2.25%	\$ 71,879.78	2.25%	\$ 73,452.39	2.25%	\$ 75,169.60	2.25%	\$ 76,976.66	2.25%	\$ 79,669.71	2.25%	\$ 82,454.10	2.25%	\$ 87,022.06	2.25%	\$ 90,067.83	2.25%	
15	\$ 65,475.85	2.25%	\$ 67,567.94	2.25%	\$ 69,734.76	2.25%	\$ 71,968.47	2.25%	\$ 73,497.08	2.25%	\$ 75,105.07	2.25%	\$ 76,860.92	2.25%	\$ 78,708.63	2.25%	\$ 81,462.28	2.25%	\$ 84,309.32	2.25%	\$ 88,980.05	2.25%	\$ 92,094.35	2.25%	
16	\$ 66,949.05	2.25%	\$ 69,088.22	2.25%	\$ 71,303.79	2.25%	\$ 73,587.76	2.25%	\$ 75,150.76	2.25%	\$ 76,794.94	2.25%	\$ 78,590.29	2.25%	\$ 80,479.57	2.25%	\$ 83,295.18	2.25%	\$ 86,206.28	2.25%	\$ 90,982.10	2.25%	\$ 94,166.48	2.25%	
							\$ 75,243.48	2.25%	\$ 76,841.66	2.25%	\$ 78,522.82	2.25%	\$ 80,358.57	2.25%	\$ 82,290.37	2.25%	\$ 85,169.32	2.25%	\$ 88,145.92	2.25%	\$ 93,029.20	2.25%	\$ 96,285.22	2.25%	
							\$ 76,936.46	2.25%	\$ 78,570.59	2.25%	\$ 80,289.59	2.25%	\$ 82,166.64	2.25%	\$ 84,141.90	2.25%	\$ 87,085.63	2.25%	\$ 90,129.20	2.25%	\$ 95,122.36	2.25%	\$ 98,451.64	2.25%	

**APPENDIX B - 3
SALARY SCHEDULE
2024-2025 SCHOOL YEAR**

2024-25 Salary Schedule								2.25% Step Increase plus Base Increase % to be determined. Total increase (Base plus Step) equals 90% of CPI-U or 2.25% whichever is higher. CPI-U is determined by US Department of Labor in January, 2024. Employees off the salary schedule receive the same total % increase.							
STEP	BA-0	BA-8	BA-16	BA-24	BA-32	MA-0	MA-8	MA-16	MA-24	MA-32	MA-40	MA-48			
1															
2		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
3		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
4		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
5		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
6		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
7		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
8		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
9		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				
10		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
11		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
12		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
13		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
14		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
15		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
16		2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
						2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			
						2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%			

**APPENDIX B - 4
SALARY SCHEDULE
2025-2026 SCHOOL YEAR**

2025-26 Salary Schedule																	2.25% Step Increase plus Base Increase % to be determined. Total increase (Base plus Step) equals 90% of CPI-U or 2.25% whichever is higher. CPI-U is determined by US Department of Labor in January, 2025. Employees off the salary schedule receive the same total % increase.	
STEP	BA-0	BA-8	BA-16	BA-24	BA-32	MA-0	MA-8	MA-16	MA-24	MA-32	MA-40	MA-48						
1																		
2	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
3	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
4	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
5	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
6	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
7	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
8	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
9	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%						
10	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
11	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
12	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
13	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
14	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
15	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
16	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
						2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	
						2.25%	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%				2.25%	2.25%	

APPENDIX C

EXTRA DUTY PAY SCALE

APPENDIX C

EXTRA DUTY PAY SCALE

To determine extra duty salary, multiply the current base salary (Step 1, Column 1) by the index points for each activity.

The compensation indicated below is for the full duration of the listed activity.

ACTIVITY	BA/Step1	\$46,130	MA/Step 1	\$52,914
	(1-4 yrs, exp)		(5+ yrs, exp)	
Elementary Band	0.0706	\$3,257	0.0841	\$4,450
Elementary Orch.	0.0706	\$3,257	0.0841	\$4,450
Middle School Ballet Folklorico	0.0706	\$3,257	0.0841	\$4,450
Middle School Mariachi Band	0.0706	\$3,257	0.0841	\$4,450
Middle School Mariachi Orchestra	0.0706	\$3,257	0.0841	\$4,450
Middle School Mariachi Choir	0.04942	\$2,280	0.05887	\$3,115
Middle School Band	0.0706	\$3,257	0.0841	\$4,450
Middle School Orch.	0.0706	\$3,257	0.0841	\$4,450
Middle School Choir Stipend	0.0706	\$3,257	0.0841	\$4,450
Jazz Band Stipend	0.04942	\$2,280	0.05887	\$3,115
Drama (Middle School)	0.0457	\$2,108	0.0545	\$2,884
Musical Director (Middle School)	0.0457	\$2,108	0.0545	\$2,884
Yearbook	0.0457	\$2,108	0.0545	\$2,884
Student Council (Middle School)	0.0575	\$2,652	0.0657	\$3,476
Athletic Director	0.0800	\$3,690	0.0935	\$4,947
Intramural Volleyball	0.015	\$692		
Intramural Basketball	0.023	\$1,061		
8th Grade Graduation Dance	.00065x19	\$570		
Game Scorekeepers/Timekeepers	.00065x2.5	\$75		
Talent Show (Middle School)	.000685x15	\$474		
Elementary Club (max of 5 clubs per Elem School)	0.0175	\$807	0.0208	\$1,101

COACHING				
Basketball	0.0732	\$3,377	0.0872	\$4,614
Soccer	0.05	\$2,307	0.0592	\$3,133
Track	0.05	\$2,307	0.0592	\$3,133
Volleyball	0.05	\$2,307	0.0592	\$3,133
Cross Country	0.05	\$2,307	0.0592	\$3,133
Softball	0.05	\$2,307	0.0592	\$3,133
Head Wrestling	0.0732	\$3,377	0.0872	\$4,614
Assistant Wrestling	0.064	\$2,952	0.0763	\$4,037
Cheerleading/Pompons	0.0588	\$2,712	0.0701	\$3,709
SUPERVISION				
Bus	0.0575	\$2,652.48		
Lunchroom - compensation in lieu of preparation or duty free lunch, provided that assignment is not in lieu of classroom assignment	0.0555	\$2,560		
Chaperone/Supervision	.00065/hr	\$29.98		
After-School Detention Hall (Middle School)	.00065/hr	\$29.98		
Overnights	.002/night	\$92.26		
Lunch Detention (9 positions available)	.00065X58	\$1,693.00		
Toileting/Diapering Stipend			TBA per SSA CBA	

CURRICULUM				
Internal Substitute	Elementary - 0 Occurrence free; .000823/hr after that (\$38/hr) Middle School - 1st Occurrence free; .000951/hr after that (\$44/hr)			
Science Fair (Middle School)	.00065/hr x 15		\$450	
Math Contest (Middle School)	.00065/hr x 13		\$390	
Middle School - Grade Level Team Leader	.00065/hr x 35		\$1,049	
SAC Work			\$35/hr	
BLT	0.000685/hr		\$31.60	
District Committees	0.000685/hr		\$31.60	
Pilot Committee Members	0.000685/hr		\$31.60	

PROFESSIONAL/CONSULTING		
Presentation-Dist. or Building Institute/In-Service Translating (Bld./District)	0.000685	\$31.60
Summer School	0.000685	\$31.60
Teacher After-School Program/Tutors	0.000685	\$31.60
Mentoring Program	0.000685	\$31.60
<i>Summer Preschool Student Case Study Evaluations</i>		
Psychologist	.000685 x 20 hours per case	\$632
Speech and Language Pathologist	.000685 x 20 hours per case	\$632
Facilitator	.000685 x 20 hours per case	\$632
Nurse	.000685 x 10 hours per case	\$316
Social Worker	.000685 x 10 hours per case	\$316
Summer Preschool Transition Meetings	0.000685	\$31.60
Saturday Scholars	0.000685	\$31.60
Summer Curriculum Consulting	0.000685	\$31.60
Zero Hour Spanish Instruction	0.000685	\$31.60

APPENDIX D
Insurance Information

INSURANCE INFORMATION (EFFECTIVE JANUARY 1, 2016)

1. Teachers returning from a leave of absence who have dropped coverage while on leave may re-enroll upon return to active employment without being considered a late entrant in accordance with the carrier contract.
2. At the execution of this Agreement the medical deductible and coinsurance information is as listed below. Such amounts may change based on the process further outlined in appendix D. For specific information regarding PPO deductible changes, see Article XIII.

MEDICAL DEDUCTIBLE AND COINSURANCE INFORMATION for 2016

	PPO - In-Network	PPO - Out of Network	HMO
Lifetime maximum	Unlimited	Unlimited	Unlimited
BENEFIT:			
Deductible:			
Individual	\$500	\$1,000	None
Family	\$1,500 (aggregate)	\$3,000	None
Co-Pay	\$20	60% of customary charges	\$10
Coinsurance:			
PAR Benefit	80% (you pay 20%)		100%*
Non-PAR Benefit		60% (you pay 40%)	Not Available
			* HMO pays 100% of covered charges after member's co-payments if any. See plan document for co-pay/specific services and procedures
Out-of-pocket limit:			
Individual	\$1,500 (includes deductibles)	\$3,000 (includes deductibles)	\$1,500 (includes deductibles)
Family	\$4,500 (aggregate) (includes deductibles)	\$9,000 (aggregate) (includes deductibles)	\$3,000 (aggregate) (includes deductibles)

Health Savings Account (HSA) plan changes for 2016: All HSA plan design items reflect current IRS regulations which remain the same as 2015 - single deductible and out of pocket maximum - \$2,700, family deductible and out of pocket maximum - \$5,200. There is no lifetime maximum benefit per the Affordable Care Act law.

MEDICAL DEDUCTIBLE AND COINSURANCE INFORMATION for 2017, 2018

	PPO - In-Network	PPO - Out of Network	HMO
Lifetime maximum	Unlimited	Unlimited	Unlimited
BENEFIT:			
Deductible:			
Individual	\$1,000	\$2,000	None
Family	\$3,000 (aggregate) (includes deductible)	\$6,000 (aggregate) (includes deductible)	None
Co-Pay	\$20	60% of customary charges	\$10
Coinsurance:			
PAR Benefit	80% (you pay 20%)		100%*
Non-PAR Benefit		60% (you pay 40%)	Not Available
			* HMO pays 100% of covered charges after member's co-payments, if any. See plan document for co-pay/specific services and procedures
Out-of-pocket limit:			
Individual	\$2,000 (includes deductibles)	\$4,000 (includes deductibles)	\$1,500 (includes deductibles)
Family	\$6,000 (aggregate) (includes deductibles)	\$12,000 (aggregate) (includes deductibles)	\$3,000 (aggregate) (includes deductibles)

Health Savings Account (HSA) plan changes for 2017, 2018: All HSA plan design items reflect current IRS regulations which may change from one year to the next. Current plan design – Single deductible and out-of-pocket maximum - \$2,700, Family deductible and out-of-pocket maximum - \$5,200. There is no lifetime maximum benefit per the Affordable Care Act law.

When the amount of combined covered expenses paid by you and/or all your covered dependents satisfy the deductible and out-of-pocket limits are shown on the Schedule of Benefits, the Plan will pay 100% of covered expenses for the remainder of the calendar year, unless specifically indicated, subject to any calendar year maximums and the lifetime maximum of the Plan.

3. Unless otherwise agreed to in writing, any items mandatorily prescribed by regulations of the Illinois Department of Insurance applicable to health/major medical policies of insurance shall be incorporated and made a part of the benefit coverages provided by the Board during the life of this Agreement.
4. There shall be a District insurance committee comprised of three (3) teachers, two (2) administrators, and three (3) other District employees representative of other District employee groups. The teachers shall be appointed by the Association, and all other members of the committee shall be appointed by the Superintendent or designee. This committee shall have the responsibility of monitoring insurance expenses and claims (provided the privacy rights of all employees shall be protected at all times), of gathering pertinent information, and review of rates. The committee shall periodically review the level and scope of benefits and make recommendations to the Association and to the Board. With the consent of the affected employee, the committee may discuss issues involved in the resolution of disputed claims. The committee shall not have the authority to adopt any change in health/major medical benefits, such authority being subject to the express written agreement of both the Association and the Board.
5. The parties acknowledge that the adoption by the Board of a self-insured health/major medical program administered by a third party administrator does not constitute any waiver by either party of its position with respect to the negotiability of the identity of the insurance carrier, third party administrator, broker, or consultant, or of any funding mechanism for the provision of health/major medical benefits.

APPENDIX E-1

MEMORANDUM OF UNDERSTANDING **PRESCHOOL AUTISM PROGRAM**

The purpose of this letter of agreement between the Elementary Teachers Association of West Chicago (ETAWC) and the Board of Education of West Chicago School District 33 is to make allowance for one preschool teacher to implement a specialized supportive program for preschoolers with autism. This program is an extended day program that keeps preschoolers in school until 1:30 pm. The preschool teacher working with these students would not be able to take lunch and access plan time between am and pm sessions as other preschool and kindergarten teachers do, and as described in the current contract between the two above listed parties, in Article IV L 4.

It is agreed, between ETAWC and the Board of Education that the preschool teacher working in this program would have a 30-minute duty-free lunch provided at 11:30 am with other preschool staff. Two hundred and twenty-five (225) minutes of plan time will be provided. Other program activities will occur during the remaining 150 minutes per week. There would be no change in the normal start of the teacher's workday.

This letter of agreement expires with the current contract between ETAWC and the Board of Education. No language or intent of meaning expressed in this agreement is to be considered precedential, nor is there any expectation of use of specific language or intent of meaning in any future agreements between ETAWC and the Board of Education.

APPENDIX E-2

MEMORANDUM OF UNDERSTANDING **CLASSROOM SUPPORT**

The parties agree to support classroom teachers by providing student support in the area of Social and Emotional Growth and Instruction by

- a. Defining the allocation of paraprofessionals;
- b. Defining and distinguishing the roles of guidance counselors and administrators as it relates to students' social and emotional support and discipline;
- c. Soliciting and employing social worker interns;
- d. Considering students' social and emotional needs when creating staffing (paraprofessional, certified, and administrative) allocations each year;
- e. Reviewing the curricular program that addresses students' social and emotional needs;
- f. Striving to coordinate instruction and support within and between buildings for students' social and emotional support in the classroom; and
- g. Recruiting and soliciting community partners and volunteers as appropriate for further student support in the classroom.

APPENDIX E-4

MEMORANDUM OF UNDERSTANDING **Parent Communication**

During negotiations for a successor Agreement to their 2018-2021 Agreement, the Board and ETAWC teams discussed the topic of parent communication. As part of that discussion, the parties agreed as follows:

A two-year pilot program would be implemented in order to implement the APTT program in grades K through 5. This pilot will continue during the 2022-2023 school year with the goal being all K-5 grade levels will be represented in each building with at least one teacher per grade level in each building. Participation during the 2022-2023 school year will be voluntary and paid at the District Committee rate found in Appendix C of the Agreement.

During the 2023-2024 school year, in the event there are insufficient volunteers to fill the required number and representation levels, the Superintendent may assign teachers to serve on the Committee. Assigned teachers will also be paid at the District Committee rate in Appendix C.

At the end of the 2023-2024 school year, the parties will meet to evaluate the implementation of the APTT pilot program and determine whether it should be implemented on a districtwide basis.

APPENDIX F

MEMORANDUM OF UNDERSTANDING **Salary increases and post-retirement stipend for teachers** **that were on Step 18 _ 17-18 school year or Prior MOU**

The purpose of this letter of agreement between the Elementary Teachers Association of West Chicago (ETAWC) and the Board of Education of West Chicago School District 33 is to allow for the teachers listed below to receive annual salary increases equal to those of the other members (See Article XII A. Salary). Teachers that are part of the MOU group under the previous Agreement will be grandfathered under this Agreement. This means they will receive no less than a two-and-a-half percent increase (2.5%).

Like all other District teachers, to receive the retirement benefits provided under this Agreement, these teachers must follow the requirements set forth in Articles VII and XII of the Agreement, which includes applying for said benefits by August 15th. In addition, these teachers will be eligible for a post-retirement benefit lump sum of \$3,500.

The reason for this additional compensation is that these teachers fell below market level between the years 2012 and 2018. By compensating these teachers in this manner, the District is bringing them back to market-level compensation.

The teachers listed below are those teachers that were on step 18 of the teachers' salary schedule as of the 2017-2018 school year or prior.

Allen, Nicole	Frohnauer, Marie	Karecki, Kimberly
Alvarado-Romero, Violeta	Gaikis, Vilia	Kazar, Denise
Arguello, Luisa	Garcia, Julie	Knapp, Christine
Ayala, Melinda	Ghobrial, Alexander	Koch, Lori
Campos-Arroyo, Rosemary	Godoy, Eric	Langellier, Christiana
Carrera Urbina, Myrna	Gorgas, Vanessa	Laraia, Margaret
Casperson-Mendoza, Laura	Grogan, Kathy	Laukaitis, Karen
Castro, Krisann	Gustafson, Andrea	Laws, Tracey
Charvat, Tamara	Gutierrez, Ellen	Legorreta-King, Julie
Childs, Lynda	Gutierrez, Rosario	Lemon, Denise
Cisowski, Veronica	Harnew, Cynthia	Leuer, Anna
Croy, Kimberly	Hernandez, Jeannette	Maxwell, Stephen
Dauber, Elisabet	Hinch, Peter	Martin, Janice
Duffey, Kerry	Huser, Nancy	McMillan, Patrick
Eakins, Amanda	Islas, Hilda	Miller, Brian
Fors, Bridget	Jirovec, Lisa	Navarro, Guadalupe
Fors, Daniel	Johnson, Lori	Nguyen, Bang

Nieto, Julissa
Olson, Amy
Panson, Irene
Ramos, Jackie
Rivera, Rachel
Rocha, Pilar
Rodriguez, Rosalind
Rummel, Karen
Sanchez, Magdalena

Sawicki, Kathleen
Schlender, Danial
Serna, Jesus
Sikma, Janet
Smith, Sara
Spanu, Deanna
Szul, Mary
Tamayo, Alejandro
Tamayo, Edgar

Tamayo, Salvador
Taylor, Deborah
Uhlhorn, Eunice
Valdivia, Leticia
Vander Kuyl, Estela
Wagner, Amy
White, Traci
Williams, Scott
Zarndt, Mary