

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**BOARD OF EDUCATION  
SKOKIE SCHOOL DISTRICT NUMBER 73½**

**and the**

**McCRACKEN, MIDDLETON, MEYER EDUCATION ASSOCIATION**

**2022-2026**

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## **ARTICLE I RECOGNITION**

**Section 1.1 - Bargaining Agent.** The Board of Education of School District Number 73½, Cook County, Illinois (hereinafter referred to as the "Board"), recognizes the McCracken, Middleton, Meyer Education Association (hereinafter referred to as the "Association") as the exclusive negotiations agent for all regularly employed certificated personnel (hereinafter referred to as "teachers"). This shall not include the Superintendent, Principals, Business Manager, Psychologist, Nurses, Teacher Aides, Paraprofessionals, Substitutes and any other positions which may be created which shall include responsibility for making recommendations for the hiring, dismissal, transfer or discipline of any teacher.

**Section 1.2 - Exclusivity/Individual Teacher Contracts.** The Board agrees not to negotiate with any teacher organization other than the Association during the duration of this Agreement except as otherwise authorized by the Illinois Educational Labor Relations Act. The Board shall not negotiate with any teacher individually during the duration of this Agreement on matters defined as negotiable herein and covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual teacher contracts by the Board to new and non-tenured teachers, provided only that such individual teacher contracts shall conform to this Agreement.

**Section 1.3 - Board Prerogatives.** 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 of 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 and assignment of employees.

**Section 1.4 - Reservation of Rights.** It is expressly understood and agreed by the parties 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 as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

## **ARTICLE II ASSOCIATION AND TEACHER RIGHTS**

**Section 2.1 - Right of Representation and Disciplinary Action.** When any teacher is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that teacher in their employment or salary, the teacher shall be given reasonable prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent them during such meeting or interview.

Any disciplinary action against a teacher, other than dismissal, which involves the loss of salary or other benefits, shall be for just cause. Teacher dismissals shall be governed by the requirements of the Illinois School Code. The parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary or capricious.

**Section 2.2 - Personnel File.** The Board shall maintain a central personnel file for each teacher. Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review may be by appointment during normal office business hours (but not including the times when teachers have instructional responsibility) and in the presence of a designated employee of the Board. No teacher shall remove any material from a personnel file; however, a teacher shall have the right to copy any material available to the teacher under this Section, or to have such copies made by District office personnel at a cost of ten cents (\$.10) per copy. Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of a teacher by a previous employer,

shall not be deemed to be a part of the teacher's personnel file described in this Section. Teachers shall be given copies of all materials placed in their personnel file within five (5) working days of the date of filing. Teachers shall be afforded an opportunity to attach a written response to any material placed in their personnel file.

**Section 2.3 - Right to Organize.** Teachers shall have the right to organize, join and assist that Association, and to participate in professional negotiations with the Board through representatives of their own choosing or to refrain from any of these rights. The Board shall not discriminate against any teacher by reason of their membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

**Section 2.4 - Dues Deduction and Employee Information.**

- A. The Board shall deduct from the pay of each teacher current membership dues of the Association and its affiliates, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction, voluntarily executed by the teacher. Such authorization shall specify the amount of dues to be deducted from each teacher's salary for the current school year. The amount of dues to be deducted shall be annually certified by the Association and submitted, in writing, to the Board by October 1.
- B. A teacher in continuing employment or employed on or before the start of the school year may authorize dues deduction by presenting an authorization card with the annual amount of deduction specified to the Board on or before October 30. The amount specified will be prorated and deducted from the monthly paychecks starting in November and ending in June. A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided) on the last day of employment.
- C. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made. A list of employees for whom dues deductions have been made and the amount of each deduction shall accompany each remittance of dues to the Association. The list shall also include the name, worksite location, employee identification number (if available), date of hire, work phone



number(s), work email address, address, home/personal telephone number(s) (if known), personal email address (if known), and applicable bargaining unit job title for all bargaining unit positions. This same information shall be provided to the Treasurer of the Association within 10 calendar days from the beginning of each school year and from the date of hire for newly hired employees.

- D. The Board shall furnish to the Association, by October 1, a list of all employees who have requested dues deduction.
- E. The Association shall refund directly to the Board any monies erroneously deducted and remitted to the Association within ten (10) days of the notice of the erroneous deduction.
- F. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and hold the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, including reimbursements for any legal fees or expenses incurred in connection therewith. The Association agrees to provide the attorneys for the Board with copies of notices, motions, and pleadings in any matter in which the Board is a named defendant. In addition, the Association agrees to confer with the attorneys for the Board during the course of any trial or settlement negotiations in any matter in which the Board is a named defendant.

## **Section 2.6 - Meetings, Notices and General Information.**

- A. The Association shall have the right to hold general membership meetings before or after school on School District property, provided such meetings in no way interfere with any aspect of the total instructional program and any other previously scheduled activities and provided that, if such meetings entail additional maintenance, custodial or other expenses, the Association will pay such costs. Notification for such use shall be submitted to the Principal of the building at least twenty-four (24) hours in advance of the time of intended use. If the meeting shall involve more than twenty (20) persons where less than eighty percent (80%) of those attending are employees of the District, a request for permission to use the building shall be made through the business office at least forty-eight (48) hours in advance of the time of intended use. The requirements set forth herein may be waived by the Superintendent or their designee upon request of the Association.
- B. The Association shall have the right to use the District's inter-school distribution facilities and teacher mailboxes for a reasonable quantity of

Association materials, provided that, if communications are not individually addressed and, if submitted to more than twenty-five percent (25%) of the teachers in each single building, such material shall be properly identified as official Association publications and a copy thereof concurrently provided to the Principal or Superintendent.

- C. Authorized Association members shall have the right to use on-site District equipment, such as: computers, e-mail and internet services, telephones, calculators, and Xerox machines when approval for such use has been granted by the administrator responsible for such equipment. The Association shall pay the cost of all materials and supplies and the cost of any repairs resulting from the negligence of the authorized Association member.

## **Section 2.7 - Notification of Assignments.**

- A. **Change in Assignment.** Teachers shall be given written notice of a change in their assignment for the forthcoming year prior to the end of the school term if such change in assignment shall be then known. In the event changes in the assignment are necessary after the close of the school term, the teacher affected shall be notified as promptly as circumstances permit and given the opportunity for a conference with the Superintendent or designee to discuss such assignments. If such change is not acceptable to the teacher, they shall be allowed to resign without prejudice in fifteen (15) days, or sooner if a suitable replacement becomes available.
- B. **Vacancies.** The Superintendent or their designee shall post a notice of all teaching vacancies in each building as they occur. Such notices shall be posted for at least ten (10) calendar days. If these vacancies occur when school is not in session, the Association President and teachers who have made a written request for a change in grade level or subject area shall be notified by mail. The District's selection of a candidate for a new or vacant teaching position will be based upon a consideration of factors that include, without limitation, certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the District will not be considered as a factor, unless all other factors are determined by the District to be equal. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance resolution procedures of this Collective Bargaining Agreement (See, 105 ILCS 5/24-1.5, New or Vacant Teaching Positions).
- C. **Transfers - Voluntary.** A teacher who desires to transfer from one teaching position to another shall make their desires known in writing to the Superintendent.

- D. **Transfer - Involuntary.** If involuntary transfers become necessary due to the overall reduction of teachers in a particular building, the Board shall consider any volunteer(s) for such positions provided such volunteer(s) are legally qualified to fill the position(s). A reasonable effort will be made not to transfer any teacher(s) who has been involuntarily transferred one school year the following school year without the teacher's consent.

**Section 2.8 - Pupil Problems.** The teacher has the primary responsibility for the maintenance of discipline within the classroom. The Board, through its administration, will provide support and assistance, where feasible and appropriate, to the teacher in such maintenance of discipline.

**Section 2.9 - Additional Rights or Benefits.** Whenever any rights or benefits accorded employees under the School Code of the State of Illinois exceed the benefits accorded in this Agreement, the Board shall implement such rights and benefits.

**Section 2.10 - Parental Complaints.** Teachers shall be advised of any complaint made by a parent to an administrator which requires investigation and subsequent action. In the case of a complaint, the administration shall attempt to arrange and participate in a conference with the concerned parties, if desired by the parent or teacher. No disciplinary action against a teacher may be taken unless there has been an attempt, on the part of the administration, to schedule a conference. Any letter written by a parent and placed in a teacher's personnel file must be signed by the parent. Within five (5) school days, the teacher shall receive a copy of any letter placed in their personnel file.

**Section 2.11 – Notification of Receipt of Freedom of Information Act Requests.** When the District receives a request for records of a disciplinary report, letter of reprimand, or other disciplinary action in relation to an employee under the Freedom

of Information Act (FOIA), the District will send notification to the employee in written form on or before the day the District responds to the FOIA request. The notification will include the name of the person making the request.

**Section 2.12 - In-Service Programs.**

- A. The parties understand and acknowledge that teacher in-service opportunities are afforded by the Board in its discretion for the enhancement of the educational program of the entire District. It is the intent of in-service to provide participatory programs and experiences for all teachers to the extent determined appropriate within the best interests and needs of the District.
- B. Two of the Tuesday in-service days per trimester shall be designated by the District for report card preparation.
- C. In planning in-service programs, teachers shall be surveyed prior to the end of March of each school year. A team of three (3) teachers designated by the Association will meet with administration to provide input into the development of the survey. Planning meetings, utilizing the results of the survey, shall be held with the three (3) teacher team prior to the end of May in order to provide teachers with input into the content and scheduling of the in-services for the next school year.

**Section 2.13 - School Calendar.** The Board agrees that it shall adopt a 185-day calendar which shall include five (5) emergency days. The Board may use one (1) of the emergency days as a teacher workday. The Board shall release the remaining unused emergency days prior to June 1, and modify the calendar to reflect the action taken.

**Section 2.14 - Preparation Time.** The Board recognizes that teacher preparation time, which includes a combination of self-directed and District-directed time, is a valuable and integral part of the day. The Board agrees to maintain, at a minimum, the current number of preparation periods per week for each teacher unless special class subjects are reduced for students. The parties agree that a daily prepara-

tion period will be provided as special class scheduling permits. In the event a teacher forfeits their preparation period at the request of the administration to teach another teacher's class, they shall be compensated at the rate listed by duty in Appendix B. Administration will make reasonable efforts to obtain a substitute.

**Section 2.15 - Consolidation or Annexation.** If any annexation, consolidation or other reorganization of the District, pursuant to the provisions of Articles 7 and 11 of the School Code, is to be examined by the Board or any Board committee, the Association shall be notified of the Board's examination and may comment thereon and make non-binding recommendations.

**Section 2.16 - School Day**

A. The length of teacher school attendance time will be:

Middleton: 8:00 a.m. to 3:30 p.m. Monday, Wednesday and Thursday;  
8:00 a.m. to 4:00 p.m. Tuesday; 8:00 a.m. to 3:00 p.m. Friday.

McCracken: 7:45 a.m. to 3:10 p.m. Monday, Wednesday and Thursday;  
7:45 a.m. to 3:45 p.m. Tuesday; 7:45 a.m. to 3:00 p.m. Friday.

The parties recognize that, notwithstanding the above hours, teachers are occasionally required to stay until 4:00 p.m. on designated Tuesdays. On such days, the District shall designate a subsequent Tuesday on which the teachers' school attendance time shall end at 3:30 p.m.

Meyer: 8:00 a.m. to 3:30 p.m. Monday, Wednesday, Thursday;  
8:00 a.m. to 4:00 p.m. Tuesday; 8:00 a.m. to 3:00 p.m. Friday.

B. The parties agree that the professional responsibility of teachers may require their attendance at a reasonable number of staffings, principal meetings, curriculum meetings, parent-teacher conferences, evening meetings and such other administratively scheduled meetings required by the Superintendent or their designee to meet District needs. Both parties also recognize that occasionally such staffings, meetings and conferences may extend a reasonable time past recognized hours (as a guideline, no more than 15 minutes). Teachers will attend meetings within these parameters without expectation of extra-compensation and, unless reasonable notice is given, will not depart early prior to the meetings' conclusion.

C. Teacher(s) shall be entitled to a duty-free lunch period of no less than thirty (30)

continuous minutes as provided for in the School Code.

**Section 2.17 - Class Size.** The Board acknowledges the desirability of maintaining reasonable class sizes and teacher load. Where disparities in teacher load or class size exist, the Board shall reasonably attempt to minimize these, consistent with the needs and goals of the District and within any financial constraints.

If the Association believes that an imbalance in teacher loads or class size exists, the Association may meet and confer concerning the imbalance and possible remedies with the Superintendent. Remedies may include: 1) reallocation of students to other classes; 2) division of students and opening of the new class; and 3) the hiring of a teacher assistant to relieve the class load burden of the teacher involved.

If the matter is not resolved with the Superintendent, the Association may meet with the Board to discuss the matter.

**Section 2.18 - Academic Freedom.** The Board and the Association acknowledge the professional interest of teachers in the instruction which occurs in their classrooms and that the teacher is responsible for a balanced, fair presentation of controversial issues which may be taught in their class.

**Section 2.19 - Protection from Suit.** The Board shall abide by, and shall afford teachers indemnification and protection from claims and suits pursuant to, all applicable laws, including 105 ILCS 5/10-20.20 [Protection from Suit] and 105 ILCS 5/10-22.3 [Liability Insurance for School Board Members, School Board Employees and Student Teachers].

## **ARTICLE III EMPLOYEE EVALUATION**

**Section 3.1 - Formal Evaluation.** The parties agree that the Teacher Evaluation Plan in School District 73½ is designed to improve student achievement and to ensure quality instruction. The goal is to promote professional growth and lifelong learning based on a positive, collaborative approach among educational staff members, administrators, and other professionals within the school district. The teacher's evaluations, including any related rating shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Teachers shall be evaluated in accordance with the Teacher Evaluation Plan. A joint Association/District Committee shall be maintained to review and make recommendations to revise the current evaluative procedures and instruments. Either the Association President or Superintendent have the right to convene a meeting of the teacher evaluation plan committee.

**Section 3.2 - Notification of Procedures.** At the start of the school term, i.e. by the first day of student attendance, the Superintendent or their designee shall appropriately apprise each teacher of the evaluation procedures and the evaluation instrument(s) to be utilized. No formal evaluation shall take place until such orientation has been completed.

**Section 3.3 - Formal Observation.** Each formal evaluation shall be preceded by an in-classroom observation of no less than forty-five (45) minutes at a time; or an observation during a complete lesson; or an observation during an entire class period.

**Section 3.4 - Conference/Written Evaluation.** For each tenured teacher who received either an "excellent" or "proficient" performance evaluation rating in their last

performance evaluation, the District will conduct a minimum of two (2) observations, one of which must be a formal observation. For tenured teachers who received a “needs improvement” or “unsatisfactory” performance evaluation rating in their last performance evaluation, and for probationary non—tenured teachers, a minimum of three (3) observations shall be required, of which two must be formal observations.

Following a formal classroom observation, the evaluator shall have a meeting with the teacher. Such meeting shall occur within ten (10) teacher employment days following the classroom observation. The District shall provide the teacher with a copy of the final summative evaluation and conduct a conference by May 1<sup>st</sup> of the school year. Copies shall be given to the teacher, and the teacher shall acknowledge the file copy which shall then be placed in their personnel file. The procedures for observations, conferences and providing a teacher with their evaluation shall be in accordance with the Teacher Evaluation Plan, and the parties agree that the teacher may grieve an alleged violation of such procedures.

**Section 3.5 - Teacher Comments.** The teacher shall have the right to attach an explanation or statement with respect to any material contained in their evaluation and to have such made a part of their personnel file.

**Section 3.6 - Consulting Teacher.**

- A. The participation of the consulting teacher shall be voluntary.
- B. The consulting teacher must have at least five (5) years of teacher experience, reasonable familiarity with the assignment of the teacher being evaluated under a remediation plan and received an “Excellent” summative rating on their last evaluation.
- C. The consulting teacher shall advise the teacher under remediation on how to improve teaching skills and to successfully complete the remediation plan. The consulting teacher shall also participate in the development of



the remediation plan, however, the final decision on the content of the remediation plan shall be by the evaluator.

In addition, the consulting teacher shall advise the Administration of the recommendations and materials provided to the teacher under remediation. If requested by the Principal, the consulting teacher shall provide them with duplicate copies of the materials submitted to the teacher who is the subject of a remediation plan. Any statement(s) made by a consulting teacher to an administrator about the classroom performance of a teacher under remediation shall not be used by the Board of Education in any subsequent evaluation, teacher file, or discharge hearing. Further, it is agreed that neither party, nor the teacher subject to remediation, may compel the testimony of the consulting teacher in any discharge hearing or related legal proceeding.

- D. In accordance with applicable provisions of the School Code, the Board shall provide indemnification and protection from claims and suits against any teacher as a result of their role as a consulting teacher.
- E. Where appropriate, the consulting teacher shall be released from a teaching assignment to perform their necessary duties.
- F. When the consulting teacher is not released from their regular teaching duties, they shall be compensated at the rate set forth in Appendix B.

### **Section 3.7 – Compliance with Illinois Laws and State Board of Education**

**Regulations.** To the extent any provisions of this Article are in violation of Illinois laws, Illinois statutes, or rules and regulations of the Illinois State Board of Education, those laws, statutes, or rules and regulations will apply, and the contractual provisions set out in this Article are void and unenforceable.

## **ARTICLE IV REDUCTION IN FORCE**

**Section 4.1 - Notification/Association Views.** When in the exclusive and final judgment of the Board it is necessary to decrease the number of teachers employed or to discontinue a particular type of teaching service, the Administration shall attempt to accomplish such reduction by attrition. In the event it is determined a reduction in teachers shall occur, written advance notice thereof shall be given to the Association President or designee who shall also be given an opportunity to discuss such reduction with the Superintendent and present the views of the Association.

**Section 4.2 - Retention of Teachers.** At least 75 days before the end of each school term the District, in consultation with the Association, will establish and distribute to the Association a Sequence of Honorable Dismissal (SOHD) list which the District will use in carrying out any Reduction in Force (RIF). Such SOHD list will be created in accordance with the requirements outlined in Section 24-12 of the School Code. In addition, by February 1<sup>st</sup> of each school year, the District, in consultation with the Association, will establish and distribute to the Association, a Seniority List showing the length of continuing service of each teacher. The Seniority List will also show teachers' reported endorsements, certifications and approvals.— Because seniority plays a role in a RIF, the following process will be used in establishing seniority:

- A. Teachers who by law are to be placed on the Sequence of Honorable Dismissal (SOHD) list will have their seniority determined by continuous service as a teacher in a regular permanent teaching position from the date they were hired by the Board of Education. Teachers who are employed less than full-time will have their seniority calculated on a pro-rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive school days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board shall not constitute an interruption in employment for purposes of this Article only.

- B. If years of seniority with the District is equal between two or more teachers, then seniority shall be determined by years of continuous service as a teacher in the District, taking into account prior service to the District on a part-time basis. (Such service shall be computed as described in (A) above.)
- C. If total continuous service as a teacher with the District is equal between two or more teachers, then seniority shall be determined by total service as a teacher with the District whether or not continuous. (Such service shall be computed as described in (A) above.)
- D. If a tie remains after the application of the procedures as described in (A), (B), and (C) above, the order of dismissal shall be determined by a lottery to be held in the presence of McMEA representatives and the affected employees, if they desire.

**Section 4.3 - Reduction/Retention of Seniority/Recall.** Tenured teachers reduced to less than full-time, at the direction of the Board, (that is, by a decision of the Board to reduce-the-force and thereby reduce a tenured teacher's assignment to less than full-time) shall retain their tenure and accrue seniority on a pro-rata basis to that given full-time teachers. Acceptance of part-time employment by a teacher shall in no way affect the teacher's rights to recall to a full-time position.

**Section 4.4 - Rehiring Procedures.** If at any time during twenty (20) calendar months from the beginning of the following school term, the Board shall determine to increase the number of teachers employed or elect to replace teachers who have resigned, such position shall be offered to laid off teachers pursuant to the requirements of the Illinois School Code (provided such teacher shall be fully qualified to teach in such position). The offer shall be submitted to the teacher in writing by registered mail, return receipt requested, to the teacher's last known address on file with the Board. In addition, a copy of the offer shall be mailed to the President of the Association by

registered mail. Failure of the teacher to respond to such offer within fifteen (15) calendar days of its receipt shall automatically terminate a teacher's right of recall.

**Section 4.5 - Priority for Temporary Employment.** During the term of recall eligibility, any released teacher who files a written application shall be given priority for employment as a substitute, a part-time teacher or an aide if such positions are available, provided, however, that the released teacher is both certified and legally qualified for the position. The offer for the position shall be made in accordance with the provisions of Section. 4.4

**Section 4.6 - Continuation of Insurance Benefits.** Subject to the approval of the insurance carrier, all teachers honorably dismissed in accordance with the provisions of Article IV may participate for a period of eighteen (18) months from the last date of employment in the major medical, dental, and hospital insurance program, provided that they promptly submit to the District the premium payments in the sum and at such times as are required for transmittal to the insurance carrier.

## **ARTICLE V EMPLOYEE COMPENSATION AND FRINGE BENEFITS**

**Section 5.1 - School Year - Salary System.** The salary system for the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school terms shall be as set forth in Appendix A attached to and incorporated into this Agreement. All salaries shall be based on school calendars as adopted by the Board.

**Section 5.2 - Payroll Installments.** Each employee shall have the choice of benefits paid on the basis of either twenty-one (21) or twenty-six (26) payments for each of the school terms covered by this Agreement.

**Section 5.3 - Paydays - Specified.** The District shall issue all paychecks every fourteen (14) days.

**Section 5.4 - Supplemental Jobs - Added to Salary Schedule.**

- A. The Board shall attempt to fill all extra duty paid positions by qualified teachers who volunteer their service. In the event a lack of volunteers makes it necessary to assign teachers to fulfill extra duty paid positions, every attempt shall be made to allocate positions equitably among qualified staff members.
- B. The supplemental pay schedule shall be set forth in Appendix B attached to and incorporated into this Agreement.

**Section 5.5 - Supplemental Jobs - Payroll Procedures.** Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each pay period.

**Section 5.6 - Full Experience Credit.** Credit for past experience may be granted at the discretion of the Board. The decision of the Board is not subject to the grievance procedure of this Agreement.

**Section 5.7 - Benefits/Part-Time Teachers/Job Sharing.** Regularly employed certificated teachers who work half-time or more shall receive fringe benefits as

approved by the various insurance carriers pro-rated to correspond with their percentage of employment. Salary, sick leave and personal leave shall be prorated on the basis of the salary schedule and the benefits as set forth herein. Part-time certificated teachers who work less than half-time shall not receive contributions by the Board to health insurance or other insurance benefits.

5.7.1. Part-Time (non-job sharing) Responsibilities

Part-time teachers are required to attend institute days, parent-teacher conferences, and Open Houses. Attendance will be determined by the building principal based on the teacher's assignment, content of the in-service, and the teacher's schedule. Part-time teachers required to attend institute days, parent-teacher conferences, open houses, in-services, or other meetings and functions that are on days when the teacher is not scheduled to work on-site will complete and submit a time card and be paid at the applicable hourly rate set out in Appendix B.

5.7.2. Job sharing proposals shall be governed by the following provisions:

A. Purpose. Job sharing as defined in this Article is a voluntary program providing two (2) tenured teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.

B. Application Procedure. Teachers who wish to job share shall submit an application and proposed plan for a job sharing leave to the Superintendent by March 1 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment by the participants may be divided according to a plan designed by the participants, with the concurrence of the principal(s). The job sharing

plan shall include, but not be limited to, division of teaching responsibilities, schedule of work hours and/or days, substitution procedures, attendance at staff meetings, institute days, in-service days, District meetings, open houses, parent conferences, and field trips, and other teaching responsibilities. The Board of Education, at its discretion, may approve the job share application upon the recommendation of the Superintendent.

C.     Salary Credit Allowable. Part-time teachers and participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers' Retirement System shall be prorated according to the time worked. Part-time teachers and participants in job sharing positions shall receive salary step advancement at the start of each school year, subject to proration as addressed herein. .

D.     Length of Leave. The length of a job sharing leave shall be for one (1) school year and may be extended for additional years by the Board if another request to renew is made by the participants in accordance with Paragraph B. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year.

E.     Attendance at Required Meetings. The participants are required to attend institute days, staff meetings (at least one teacher), parent-teacher conferences and

open houses. Attendance at Tuesday in-services will be determined by the building principal based on the staff member's teaching assignment, content of the in-service, and schedule.

F. Seniority. Teachers participating in the job sharing program as set forth in this section shall accrue seniority in proportion to the time worked. The parties agree that a tenured teacher's participation in an approved job sharing program will not affect the teacher's tenure status.

G. Insurance and Leave Benefits Availability. Participants in job sharing positions who work at least a Full-Time Equivalency (FTE) of 50% or greater shall receive prorated paid fringe and leave benefits at a rate equal to the participant's FTE, except that job share participants who teach a FTE of 50% or greater will receive full life insurance benefits.

One health premium (medical and dental) and tuition reimbursement share for employee(s) will be paid by the Board for teachers who job share. The teachers must agree about the distribution of medical and dental premiums and of the tuition reimbursement share or the Board will pay these benefits in proportion to the amount of time worked. Other than as may be explicitly provided in this Agreement, a job share arrangement will not cost the District more for salary, compensation and benefits than the equivalent of one full time position.

H. Return From Leave. Participants in a job sharing program shall submit written notice of their intent to return to full-time employment by March 1. Upon return to full-time employment, the teacher(s) shall be returned to their former position, seniority permitting, if the position still exists or to a comparable position.



**Section 5.8 - Board Payment to Teachers' Retirement System.** From the Compensation System, the Board shall deduct and remit for each teacher a sum equal to the teacher's full TRS member contribution, pursuant to the Compensation Schedules, to the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teacher as required by law. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution to the State of Illinois Teachers' Retirement System is a condition of employment made in order to secure the teacher's future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

**Section 5.9 - Salary Reduction Program.** Each employee may designate a portion of their compensation for each contract year as salary reduction contributions to the extent an employee so elects to pay the employee's share of the cost of coverage under any existing Board sponsored health, medical, dental or hospitalization insurance plan for employees, eye or physical exams, eyeglasses, insurance deductibles and any amount paid for expenses of an employee for household services and/or for the care of a qualifying individual in accordance with the Skokie School District Flexible Spending Account plan and Section 125 of the Internal Revenue Code. The salary reduction contribution for an employee may be adjusted within the \$5,000 limitation by the Board if there is a change in the cost of the particular type of insurance coverage selected by an employee. An employee may not change coverage during a contract year because of a change in the cost of coverage.

Salary reduction contributions shall reduce the employee's compensation rate on each payday for 19 pay periods during the contract year.

An employee's initial benefit election shall be made as part of their Application to Participate. Thereafter, an employee shall annually elect the programs in which they wish to participate and the dollar allocation to be made to such program for the twelve month period (September 1 through August 31) on or before September 1. An employee's benefit election for any contract year shall be irrevocable during the contract year, except that in the event that there is a change in an employee's marital status or number of dependents or there is a termination of employment of the employee's spouse, an employee shall be entitled to change their benefit election in a manner that is consistent with such change in marital, dependent or employment status, by providing

written notice thereof to the Board, on a form acceptable to the Board. Any such change shall be effective for the latter of (a) the first day of the first calendar month beginning not less than thirty (30) days after the date such employee's written notice is received by the Board or (b) the first day of the first calendar month in which such change occurs. Reimbursement for employment related dependent care and/or household expenses shall occur not less than three times a year, once in February, June and October, upon submission of the original bill(s) and a photocopy of the canceled check(s) showing payment.

## **ARTICLE VI INSURANCE**

**Section 6.1 - Major Medical and Hospital Insurance.** For the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years, the Board of Education will pay ninety-five percent (95%) of the cost of the single person PPO plan for employees taking single coverage, and one hundred percent (100%) of the cost of the single person PPO plan for employees taking single plus one, or family plan, to a designated insurance carrier for each staff member who is employed on a full-time, regular basis and who takes health insurance.

In addition, the Board of Education will pay the following amounts toward the cost of family or single plus one insurance coverages for each staff member employed on a full-time, regular basis who takes coverage under a family or “single plus one” District health insurance plan:

- \$1,050 per year (\$87.46 per month) in the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years.

Employees are not to be covered under both the District’s Medical and Hospital Insurance Plan and any other Major Medical Health Insurance Plan. Employees who elect to take no Major Medical and Hospital Insurance for themselves or for their families, will receive an additional Five Hundred Dollars and no cents (\$500.00) each school year to be paid in equal amounts over the year.

The designated insurance carrier is to be selected by the District insurance committee, whose membership consists of three (3) certified staff members, up to three (3) members of the Skokie 73 ½ PSRP Council, Local 1274, IFT/AFT, AFL-CIO

and up to three (3) administrators. Two (2) of the certified staff members must be appointed by the President of the Association.

Prior to the District's annual open enrollment period, the Superintendent or designee shall provide information to teachers regarding insurance plan options/benefits offered by the District. Members of the District insurance committee may provide recommendations to the Superintendent or designee on content to include in the information provided to teachers based on questions or feedback received about insurance plan options/benefits; however, the Superintendent or designee has discretion to determine the scope of information provided.

**Section 6.2 - Dental Insurance.** The Board of Education will pay the cost of a single person dental PPO in the District toward the cost of a single, single plus one, or family plan to a designated insurance carrier for each teacher staff member who is employed on a full-time regular basis and who takes dental insurance. The designated insurance carrier is to be selected by the District insurance committee, whose membership consists of three (3) certified staff members and one (1) administrator. Two (2) of the certified staff members must be appointed by the President of the Association.

**Section 6.3 - Term Life Insurance.** The Board of Education will provide term life insurance coverage of Fifty Thousand Dollars and no cents (\$50,000.00) for each tenured teacher and each full-time, non-tenured teacher. The District insurance committee will recommend an appropriate insurance carrier for consideration by the Board of Education.

**Section 6.4 - Disability Income Plan.** The Board of Education will pay a total yearly premium not to exceed Sixteen Thousand Dollars and no cents (\$16,000.00) for the term of this Agreement to a designated insurance carrier to provide a disability income plan for each teacher staff member who is employed on a regular basis. The designated insurance carrier is to be selected by the District insurance committee, whose membership consists of three (3) certified staff members and one (1) administrator. Two (2) of the certified staff members must be appointed by the President of the Association.

**Section 6.5 – Potential Impact of Federal Insurance Reform Act.** The parties agree that if the adoption or implementation of the Federal Insurance Reform Act's terms or its regulations requires altering the insurance benefits or program described in this Article, the parties will meet at reasonable times to negotiate any necessary changes.

## **ARTICLE VII PROFESSIONAL DEVELOPMENT**

**Section 7.1 - Tuition Reimbursement.** Teachers will be reimbursed for tuition expended for graduate courses up to Two Thousand and 00/100 Dollars (\$2,000.00) in each of the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years. Requests for such reimbursement must be made by November 1 and reimbursement will be paid after the Accounts Payable report is approved at the December Board of Education meeting, provided the courses were completed during the previous school year. For purposes of reimbursement, a school year will be defined as from September 1 to August 31. All courses must be on the graduate level and the academic grade earned must be acceptable toward an advanced degree at that university. All courses must be approved by the Superintendent prior to enrollment. The total sum of reimbursement for which the Board is responsible shall not exceed Thirty-Five Thousand Dollars and no cents (\$35,000.00) in the 2022-2023, 2023-2024, 2024-2025 and 2025-2026 school years. If at any time the total requests for reimbursement exceed the amount available for reimbursement, the Superintendent shall prorate equally the amount available.

The individual teacher cap set forth herein will be Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in the first, second, third and fourth years of this contract for reimbursable course work in areas designated “district areas of instructional priority.” Such areas will be identified by the Board of Education by August 15 of each year. If a teacher takes reimbursable courses both in areas of instructional priority and in non-priority areas, the individual cap amount will be a blended rate between the two individual caps but in no event will a teacher be reimbursed more than the amounts of

the priority caps. If the non-priority cap is exceeded, the formula for each school year will be as follows:

(Percentage of the total amount of teacher reimbursement sought for priority course work X \$2,500.00) + (percentage of the total amount of tuition reimbursement sought for non-priority coursework X \$2,000.00) = blended individual teacher cap.

Example for 2022-2023 school year:

- Teacher seeks total reimbursement of \$2,500.00: \$1,250.00 for priority courses and \$1,250.00 for non-priority courses.
- Percentage of the total amount sought (\$2,500.00) for priority courses = 50%.
- $50\% \times \$2,500.00 = \$1,250.00$ .
- Percentage of total amount sought for non-priority courses = 50%.  $50\% \times \$2,000.00 = \$1,000.00$ .  $\$1,000.00 + \$1,250.00 = \$2,250.00$ .

The Superintendent or designee shall notify teacher(s) by November 15 of each contract year if their qualifying tuition reimbursement will be prorated because the cap was reached for that year.

In order to receive tuition reimbursement, an official transcript and invoice for the cost of tuition must be submitted.



## **ARTICLE VIII LEAVES**

### **Section 8.1 - Sick Leave.**

- A. Each teacher shall be entitled to a total of twelve (12) sick leave days for each school year without loss of pay. Such leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, illness or death in the immediate family or household, or for birth, adoption, placement for adoption or acceptance of a child in need of foster care. The immediate family for purposes of this Section shall include the spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians and partners to a civil union under Illinois law.
- B. Teachers who have ten (10) years of service in the District shall be entitled to fifteen (15) sick leave days per year.
- C. Sick leave may be used in minimum increments of one-half (1/2) school day, unless state or federal law requires that such leave may be taken in shorter increments.
- D. Teachers may also use up to five (5) accrued and unused sick leave days each school year for the death of a person with whom the teacher has a close relationship with but who is not a member of their immediate family or household. The District may request that the teacher provide documentation sufficient to support the use of sick leave days for this purpose.

**Section 8.2 - Personal Leave.** Each teacher will be granted three (3) personal days for each school year without loss of pay for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during work hours. Such leave shall be non-cumulative. If unused, it shall be added to accumulated sick leave. Written application for such leave shall be made to the Superintendent or their designee without reasons stated at least two (2) teacher employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with an explanation of such an emergency. Such leave will not be granted during the first five (5) or last five (5)

teacher employment days, immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays, an emergency which shall be explained, or if the teacher submits their written application for such leave at least 30 calendar days prior to the intended absence date. If less than 30 calendar days' notice is given to use a personal day on a restricted day, approval is in the sole discretion of the Superintendent or their designee, but shall not be unreasonably denied. If the number of teachers scheduled to be absent on a particular day would significantly impact operations, the District and Association shall work collaboratively to develop a plan to ensure appropriate staffing. Personal business leave for a proper purpose shall not be denied arbitrarily, but it shall not be available to perform other compensable work, or to attend a job interview which can be handled on non-school days or hours, or when school is not session.

Each teacher shall be entitled to one discretionary personal leave day per year for use in the event the teacher exhausts their three personal leave days. This discretionary day is not cumulative as personal leave or sick leave. The teacher must provide notice and reasons and the grant of a discretionary day is subject to approval of the Superintendent.

**Section 8.3 - Leaves of Absence.** At the sole discretion of the Board, a teacher may be granted a leave of absence without pay. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications will be in writing, in sufficient detail to describe the nature of the desired leave and submitted in advance to the Superintendent or their designee.

**Section 8.4 - Child-Rearing Leave for Teachers Who Have Completed At Least One Full School Year of Employment with the District.** Teachers who have completed at least one (1) full school year of employment with the District shall be eligible for child-rearing leave without pay, subject to the following conditions and to the general conditions for all unpaid leaves as set forth in Section 8.7 of this Article:

- A. The teacher and the Superintendent or their designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one (1) additional year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or their designee and the teacher, but no later than (a) fifteen (15) calendar days of the actual date of delivery, or custody in regard to adoption or (b) immediately after the last date for use of the permissible amount of accumulated sick leave for birth or adoption (see Section 8.6 below). Such leaves which commence during the summer recess shall begin no later than on the first day of the next school year, or as soon as the teacher has exhausted the permissible amount of accumulated sick leave for birth or adoption (see Section 8.6 below). The Superintendent or their designee may waive any of the provisions of this Section in their sole discretion, and any such waiver shall not be precedential in any respect.
- B. A tenured teacher may use the child rearing leave of this section in conjunction with the birth or adoption leave set forth in Section 8.6. below, but once the unpaid child-rearing portion of the leave commences, the employee may not access or use sick leave days. Any accumulated, unused, sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

**Section 8.5 - Child-Rearing Leaves for First-Year, Non-Tenured Teachers.** A child-rearing leave may be granted to a first-year, non-tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured teacher and provided the terms of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code

for the 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 the first, second, third or fourth probationary year as the case may be. The granting of a child-rearing leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.

**Section 8.6 - Use of Sick Leave for Birth or Adoption.**

- A. A tenured or non-tenured teacher may use sick leave for birth, adoption, placement for adoption or the acceptance of a child in need of foster care in accordance with 105 ILCS 5/24-6 or for up to a maximum of their FMLA-qualifying leave period following birth, adoption or bonding,
- B. Where the teacher (or the teacher's spouse or partner to a civil union or the teacher's baby) is, in fact, sick or incapacitated longer than the period described in 1 above, the teacher may use accumulated sick leave with appropriate medical documentation.
- C. Any teacher desiring adoption/child-rearing or foster/child-rearing leave as a result of becoming an adoptive or foster parent shall notify the Superintendent or their designee in writing upon the initiation of such proceedings. Adoption/foster leave in accordance with Section A. above shall be granted upon satisfactory written notification to the Superintendent or their designee of the date that the child is expected to be received. The teacher, based upon appropriate documentation, will be eligible to use accumulated sick leave for reasons relating to the formal adoption/foster care process or to travel for the adoption/foster care of a child. It shall be the responsibility of the applying teacher to keep the Superintendent or his/her designee fully informed of the status of the proceedings and, as soon as known, the expected date of delivery of the child. Adoption/foster leave shall be subject to all applicable provisions of Sections 8.4 through 8.7 of this Article.
- D. If applicable, a teacher who has exhausted accumulated sick leave following birth or adoption and who does not desire a child-rearing leave of absence shall be granted a leave of absence without pay during such period of illness or incapacitation related to their pregnancy or birth, not to exceed ninety (90) days or the balance of the school year, whichever shall be the lesser.

### **Section 8.7 - General Conditions for Unpaid Leaves.**

- A. All requests for leaves of five (5) days or more shall be made in writing to the Superintendent or their designee at least ninety (90) calendar days prior to the beginning of such leave or, if the leave is for the following school year, by March 1, of the preceding year with the exception of medical leaves and jury duty. Requests for leaves of less than five (5) days shall be made in writing to the Superintendent or their designee at least thirty (30) days prior to the beginning of the leave. Per its discretion under Section 8.3 above, the Board generally will not consider granting untimely requests for unpaid leave unless there are extraordinary circumstances or the reason for the leave is unforeseeable and these reasons are documented in writing for the Board's review. Eligibility to apply for another medical leave shall not require a return to full-time employment. Eligibility to apply for another child-rearing leave requires that a teacher shall return to full-time service for a minimum of one school year.
- B. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement and indicating the nature, extent and anticipated duration of medical disability. A physical examination may be required of teachers returning from leaves for personal medical reasons. Any medical examination requiring a Board-designated physician shall be at the Board's expense. During a medical leave the Board may require that the teacher submit a physician's statement(s) indicating their condition and prognosis.
- C. Any teacher who has been employed on ninety-five (95) or more days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as they would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for step advancement on the salary schedule.
- D. In all instances where a teacher is granted an unpaid leave of six (6) months or more, as a condition thereof, they shall advise the Superintendent or their designee in writing of their intent to return at least One Hundred and Eighty (180) calendar days prior to the termination of such leave or by March 1 if the leave extends to the end of the school year. Return to the District shall be in accord with the previously agreed upon plan. Failure to advise the Superintendent or their designee of intent to return as required by this Section shall be treated as an election not to return to employment and as a resignation from the District.
- E. While on leave, a teacher shall, at their own expense, have the option to remain an active participant in the State of Illinois Teachers' Retirement

System and further, at their own expense, participate in the insurance programs of the District, subject to the approval of the insurance carriers and the Retirement System.

**Section 8.8 - Association Leave.** In the event that the Association desires to send one (1) or two (2) [but not more than two (2)] representative(s) to local, state or national conferences, or on other business pertinent to Association affairs, the representative(s) shall be excused without loss of salary up to an aggregate of six (6) school days, providing the Association reimburses the District for the cost of the substitute(s), and, further providing, that the leave does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent or their designee forty-eight (48) hours in advance of the intended leave.

**Section 8.9 - Jury Duty.** The Board shall pay the regular salary to a teacher called to serve on jury duty or subpoenaed as a witness in a matter in which they are neither plaintiff nor defendant or in which the Board of Education is a party. A teacher who has been subpoenaed as a witness shall be entitled to one (1) day of leave without loss of pay. Daily rates received for such duties shall be reimbursed to the District only for those working days when the employee was absent and not include any compensation received for food or travel.

**Section 8.10 - Family and Medical Leave Act.** The District shall coordinate the provisions of the Family and Medical Leave Act with the benefits provided in this Article.

**Section 8.11 - Military Leaves.** The District will abide by and coordinate military leaves pursuant to all applicable federal and state laws including, but not limited to,

Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Illinois Local Government Employees Benefit Continuation Act.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **Section 9.1 - Grievance Definitions.**

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.
- B. All time limits shall consist of teacher employment days, except during the summer recess when they shall mean Monday through Friday, exclusive of legal holidays.
- C. Every teacher covered by this Agreement shall have the right to present grievances in accordance with this procedure. The Association shall also have this right.
- D. Failure of a teacher or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by mutual agreement.
- E. The initiation of this grievance procedure, other than the informal procedure described in Section 9.2, shall be conditioned upon the filing of the formal grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance or within twenty (20) days of when the occurrence may have been reasonably ascertained.

**Section 9.2 - Procedure.** The parties hereto acknowledge that it is usually most desirable for an employee and the employees' immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

**Step A.** The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor may be present for the meeting. Within ten (10) days of the meeting, the



grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

**Step B.** If the grievance is not resolved in Step A, then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step A answer or within ten (10) days after the Step A meeting, whichever is later. The Superintendent shall arrange for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. Within ten (10) days of the meeting, the Association and the grievant, if other than the Association, shall be provided with the Superintendent's written response, including the reasons for the decision.

**Step C.** If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, they shall jointly request a panel of arbitrators accepted to the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS) in accordance with its usual procedures. The parties shall alternatively strike names until one name remains, with the first strike being determined by coin toss. If a demand for arbitration is not filed within thirty-five (35) days of the receipt of the Step B answer, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The Arbitrator shall have no power to alter the terms of this Agreement. Their authority shall be strictly limited to deciding only the issue or issues presented to them by the Board and the Association, and their decision shall be based only upon interpretation of the meaning or the application of the express relevant language of the Agreement.
3. Each party shall bear the full costs for its representation in the arbitration. The cost of the Arbitrator and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. If a copy of the

transcript shall be furnished to the Arbitrator, the cost of such shall be divided equally between the parties.

**Step D.** If the Association or any teacher files any claim or complaint in any court of law or appropriate government agency other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure. This provision shall not apply to charges filed by bargaining unit members with the IELRB.

**Step E.** Any investigation or other handling or processing of any grievance by the grieving teacher, other than the formal arbitration hearing, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.

**Step F.** A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, such grievance shall be treated as never having been filed.

**ARTICLE X**  
**ADMINISTRATION/ASSOCIATION EXECUTIVE OFFICER COMMITTEE**

**Section 10.1 - Superintendent/Association Executive Officer Committee.** A

Superintendent/Association Executive Officer Committee shall be formed for the purpose of reviewing and evaluating District-wide matters of educational concern:

- A. Members of the Committee shall be the Superintendent of Schools and such other administrators whose participation is required from time to time and the executive officers of the Association.
- B. The Superintendent shall serve as Chairman and a teacher member as Recording Secretary.
- C. The Committee shall meet every other month and after the close of the regular school day. In September, the Superintendent and the Association President shall establish tentative dates for such meetings and shall distribute such schedule to the faculty.
- D. Although the Committee is primarily a means of communication between the administration and the executive officers of the Association, study committees may be formed to evaluate, investigate and make recommendations relative to matters of educational concern and the school calendar. (Membership in such committee shall be divided equally between administrators and faculty and the membership shall not be limited to the members of the Administration/Association Committee.)
- E. The agenda of topics of discussion shall at no time exceed six (6) items, three (3) proposed by the Administration and three (3) by the faculty.
- F. The Administration/Association Committee agenda shall at no time include the subject matter of faculty, administrative and other appointments to the staff.

Any major change in the duties and responsibilities of any position in the bargaining unit shall be discussed with the Administration/Association Committee prior to final action by the Administration.

- G. The District's teachers, administrators, and Board of Education members highly value maintaining positive open relationships and agree that all individuals should be treated with dignity, respect, and professionalism. Any teacher who believes that they have not been treated with dignity, respect or professionalism, should bring the matter to the attention of their Association representative. A meeting of the subcommittee of the Administration/Association Executive Officer Committee, consisting of the

Superintendent and Association president, will convene to review, discuss, and attempt to resolve the matter. If the matter is not resolved by the subcommittee, a meeting will be scheduled with the Superintendent, Association president, and a member of the Board of Education to review the matter.

- H. The subject matter covered by the Administration/Association Committee shall be advisory in nature and shall not be grievable under the provisions of Article IX.

Further, discussions should relate to the overall educational program, rather than to decisions of the Superintendent relating to routine fiscal operations of the District.

## **ARTICLE XI NEGOTIATIONS PROCEDURE**

**Section 11.1 - Scope of Agreement.** The parties agree to negotiate in good faith with respect to the salaries, related economic fringe benefits, leaves of absence, grievance procedures, negotiation procedures, working conditions and any other terms and conditions of employment as per the Illinois Educational Labor Relations Act.

**Section 11.2 - Negotiations Representatives.** Each party shall determine the make-up of its own negotiations representatives who shall be empowered to make proposals and counterproposals and to reach tentative agreements. Unless otherwise mutually agreed upon, negotiations for a successor contract shall commence no later than April 1 of the last year of the contract.

**Section 11.3 - Final Approval.** When the Association and Board reach a tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted first to the membership of the Association for ratification and then to the Board for official approval.

**Section 11.4 - Copies of Agreement.** Within thirty (30) days of ratification of the Agreement, the Board shall prepare and deliver copies of the Agreement to all teachers. The Board shall further provide the Association with at least ten (10) copies for Association use. The cost of preparation and copies shall be shared equally by the parties.

## **ARTICLE XII IMPASSE PROCEDURES**

**Section 12.1 - Impasse Declared.** The parties will comply with the Illinois School Code and Illinois Educational Labor Relations Act (IELRA) in declaring impasse and calling for mediation.

**Section 12.2 - Mediator Requested.** In the event of a declaration of impasse, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator from its staff. The request for a mediator will be in accordance with the IELRA and the FMCS guidelines.

## **ARTICLE XIII RETIREMENT INCENTIVE**

**Section 13.1 - Retirement Incentive Benefit Plan.** The Board shall recognize the service of teachers who have rendered at least ten (10) years of creditable service to District 73½ immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois under the following plan.

### **Section 13.2 - Eligibility and Notice.**

1. To be eligible the teacher must have served satisfactorily in the district for a minimum of ten (10) years of full-time, creditable service immediately preceding their retirement. Part-time service will count toward the 10 full years of service on a pro-rata basis.
2. The eligible teacher shall provide written notice to the Superintendent of their intention to retire and participate in the program one year, two years, three years or four years as the case may be, between January 1<sup>st</sup> and April 15<sup>th</sup> of the school year prior to the school year the benefits are to begin
3. The eligible teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, the Board may in exceptional circumstances (such as death or illness in the teacher's family), in its sole discretion, allow a teacher to revoke said notice of retirement on a non-precedential basis. Where the Board grants the teacher's request to revoke their notice of intent to retire, the teacher shall reimburse the District any amounts paid under the retirement benefit provisions of this Article within 30 days and the District will amend the teacher reported creditable earnings as appropriate under TRS regulations and any applicable statute or federal laws.
4. The teacher must (a) be eligible to retire without a reduction in the TRS annuity due to age (currently, age 60 for Tier I members and age 67 for Tier II members), or (b) have served the maximum number of creditable years recognized by TRS (currently 35 years of service), including any years of a service in a reciprocal retirement system, whether or not the years in the reciprocal retirement system have been repurchased.
5. To obtain the retirement incentive benefits described in this Article, the teacher must provide the notice referred to in 13.2.2 above so that the

employee retires no later than the fifth year after they first meet the eligibility requirements set forth in 13.2.1 through 13.2.4.

EXAMPLE: An employee who will first become eligible to retire under the criteria of this Agreement during the 2023-2024 year would need to give the required notice to the Board between January 1, 2025 and April 15, 2025, with a retirement date at the end of the 2028-2029 school year to receive the maximum four (4) years of six percent (6%) increases.

The same employee could submit notice between January 1, 2026- and April 15, 2026, with a retirement date at the end of the 2028-2029 school year, but would be eligible for only three (3) years of six percent (6%) increases.

### **Section 13.3 - Retirement Benefit Plan.**

1. An eligible teacher who submits a timely irrevocable letter of resignation will be paid a salary increase in their last one, two, three or four years of service as follows:
  - a. Eligible teachers receiving a one (1) year six percent (6%) salary increase will receive an increase in their final year's base salary, excluding any other compensation or creditable earnings such as stipends or pay for supplemental jobs.
  - b. Eligible teachers receiving two years of six percent (6%) salary increases will receive the first year's increase as described above in Section 1.a. The second and final year's salary increase will be six percent (6%) greater than the first year's base salary.
  - c. Eligible teachers receiving three years of six percent (6%) increases will receive the first two years' increases as described above in Section 1.b. The third and final year's salary increase will be six percent (6%) greater than the second year's base salary.
  - d. Eligible teachers receiving four years of six percent (6%) increases will receive the first three years' increases as described above in Section 1.c. The fourth and final year's salary increase will be six percent (6%) greater than the third year's base salary.

The parties intend that the District will not be obligated to pay any penalty as a result of exceeding the TRS "6% cap." To that end, if as part of a prior year's compensation, the eligible teacher earned a stipend or pay for a supplemental job, they are eligible to continue to perform the work and earn the additional pay. If the teacher ceases to perform the stipend



assignment or supplemental job or earns a stipend or supplemental job which pays less, the teacher may not in subsequent years increase their stipend or supplemental pay if it would cause the teacher's earnings to exceed their previous year's TRS creditable earnings by more than six percent (6%). A teacher receiving benefits under this Article may not assume or earn stipends or supplemental pay if by doing so the teacher's earnings would exceed their previous year's earnings by more than six percent (6%). Teachers receiving these six percent (6%) increases will be taken off the salary system and are not eligible to earn annual salary percentage or lane percentage increases.

2. Upon retirement, the District will contribute up to \$1,500 per year toward the cost of medical and dental insurance coverage for an eligible teacher provided the teacher elects to participate in the TRS or some other non-District insurance program for a period of three (3) years after the effective date of their retirement. In the alternative, the eligible teacher shall have the option of accepting a lump sum post-retirement, non-TRS creditable payment of \$4,500, less appropriate withholdings to be paid thirty (30) days after the teacher's last workday or receipt of their final paycheck, whichever date is later.

#### **Section 13.4 - Limitations and Planning Regarding Retirement Benefits.**

##### **1. Planning Meeting.**

Because a teacher may retire as early as age 55 and the teacher's pension is calculated by TRS using the creditable earnings from the best four consecutive years out of the last ten before retirement, planning for retirement begins at age 50. This is also the case from the Board's perspective because in those same years, the Board becomes subject to very expensive penalties from TRS if creditable earnings are paid to a teacher in excess of the TRS limitation.

The Superintendent will initiate the planning process by January 15 of the school year in which a teacher reaches age 50. The Superintendent will provide the teacher with a retirement planning form to be completed by the teacher and returned to the Superintendent by March 1 of the same school year. The information to be provided in the form will include the number of years of creditable service the teacher has with TRS, the years of creditable service which may be available for purchase from TRS, the number of days of unused sick leave which the teacher has accumulated with other districts and the teacher's projected retirement date if the teacher has identified such a date. By May 1 of the same school year, the teacher and the Superintendent will meet to discuss the form and questions or concerns the teacher may have about the Plan.

## **2. Creditable Earnings Limitations and Changes in a Teacher's Retirement Plan.**

If a teacher participating in the Plan resigns prior to the date originally approved for their retirement for any reason other than death or physical or mental disability which permanently renders the teacher unable to perform their duties, the Board shall have no obligation to pay the remaining retirement enhancements which would otherwise have been due under the Plan. Additionally, the teacher shall repay to the Board all amounts of creditable earnings necessary to avoid the Board being subject to TRS penalties. Repayment shall be made by salary withholding to the extent possible, but in any event, the teacher shall make full repayment within thirty (30) days after the date of the teacher's resignation or, if later, after the Board's receipt of notice of penalties from TRS. If the teacher fails to make repayment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the teacher shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS.

If a teacher is within four years of eligibility for TRS retirement but is not ready or eligible to participate in the Plan (See Section 13.3), the teacher may avoid the limitation set forth in the last paragraph of this section 13.4.2 by signing an agreement with the Board. The agreement will provide that if the teacher resigns and the Board becomes subject to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to avoid the penalties. Repayment shall be made by salary withholding to the extent possible, but in any event, the teacher shall make full repayment within 30 days after the date of the teacher's resignation or, if later, after the Board's receipt of notice of penalties from TRS. If the teacher fails to make repayment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the teacher shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS. Entry into the agreement does not preclude the teacher from later electing to participate in the Retirement Benefit Plan (See Section 13.3), so long as the teacher meets the eligibility requirements and makes any repayments necessary for the Board to avoid penalties.

Notwithstanding any provision of this collective bargaining agreement other than as permitted in the paragraph immediately above, a teacher within four years of eligibility for TRS retirement will be limited to a six percent (6%) increase in creditable earnings over the previous year if the

payment of such creditable earnings could result in the Board being required to make a penalty payment to TRS. Any adjustments necessary to meet this limitation will be made to the teacher's creditable earnings in the teacher's final paychecks for the school year in which the TRS limitation could be exceeded.

### **3. Changes in TRS Laws or Regulations.**

If the TRS laws or regulations change to increase or decrease the TRS limitation, negotiations on the retirement benefit will reopen at the request of either the Board or the Association.

**Section 13.5 - Continuation of Plan.** This Article expires by its terms on June 30, 2026 and no bargaining unit member should rely upon its continuance in a subsequent collective bargaining agreement. While the parties agree that the six percent (6%) benefits could be paid out for up to four years after June 30, 2026, unless the parties agree to continue this Article in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who have not applied for retirement benefits before June 30, 2026 and pursuant to 13.2(2), above and this Article creates no vested right to benefits.

**Section 13.6 – Retirement Benefit Contingencies.** The parties agree that in no event will the compensation and benefit increases under Article 13 exceed the maximum amount which results in the teacher's retirement annuity being fully funded by the Illinois Teachers' Retirement System, without Board liability for any portion of a teacher's retirement annuity. In no event will the compensation and benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of a teacher's retirement annuity. The parties recognize that employees' annual TRS creditable earnings will increase by Five Hundred Dollars and no cents

(\$500.00) due to the cash in lieu of insurance under Section 6.1 of this Agreement. Employees receiving end-of-career salary increases will have their six percent (6%) increases reduced each year to the extent necessary to eliminate any Board penalty.

The parties further agree that upon due demand they will bargain the impact of legislation which calls for shifting the financial responsibility for funding any portion of teachers' retirement benefits and/or annuities to individual boards of education or which otherwise directly affects the retirement benefits available to teachers under Illinois law. Nothing in this Article limits the right of the Board to reopen this Collective Bargaining Agreement pursuant to Article XIV.

## **ARTICLE XIV EFFECT OF AGREEMENT**

**Section 14.1 - Complete Understanding.** 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 may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

**Section 14.2 - Savings Clause.** 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 automatically be deleted from this Agreement to the extent that it has 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.

**Section 14.3 - Negotiations Acknowledgment and Waiver.** The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Association, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement which was known or should have been known when the Agreement was negotiated or executed, except as otherwise specifically provided herein. The parties each further agree that

they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement.

**Section 14.4 - No Strike Provision.** During the term of this Agreement and any extension thereof, no teacher covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever, or at any time, engage in, authorize, or instigate any strike, or any other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner the operation of the School District.

In the event of any violation or violations of any provision of this Article by the Association, its members or representatives or by any teacher, the Board reserves the right to discipline or discharge the teacher who engages in such unlawful strike activity.

**Section 14.5 – Reopeners.**

A. **Reopener - General**

If the local, state or federal government enact any legislation, regulation or rule which, in the opinion of the Board of Education, could significantly negatively affect the financial condition of the District (including, but not limited to, reducing the District's general state aid, increasing the District's pension or insurance-related costs, or freezing or reducing property tax revenues), then the Board shall be entitled to reopen the economic terms of the Agreement, including Article V (Compensation), Article VI (Insurance), Article VII (Professional Growth) and Article XIII (Retirement), for the remaining term of the Agreement.

After notice has been given for reopening the contract, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items regarding all economic terms. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the entire Collective Bargaining Agreement will be terminated and reopened and the Board and the Association

each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

B. Reopener — ACA/Insurance or any Federal or State Law Regarding Insurance

If the implementation of the Affordable Care Act (ACA) or any federal or state law regarding insurance causes the Board to be required to pay avoidable penalties or additional monies, including but not limited to what has been referred to as the “Cadillac Tax,” then the Board shall be entitled to reopen the economic terms of this agreement, including Article V (Compensation), Article VI (Insurance), Article VII (Professional Development) and Article XIII (Retirement), for the remaining term of the agreement.

After notice has been given for reopening the contract, the Board and the Association will convene a negotiating committee with respect to any or all economic items. The negotiating committee will consult the District’s Benefits Committee. The negotiating committee’s recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiation, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the entire Collective Bargaining Agreement will be terminated and reopened and the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

C. Transportation Fund Reopener

If a lawsuit or court order seriously jeopardizes and threatens the right of the Board of Education to transfer money from one fund to another or a court of competent jurisdiction rules that a transfer between Board funds to be in violation of state or federal law, or in any other way invalid, and thereby prohibiting said transfer or otherwise finding the Board’s levy or transfer to be void, the Board shall have the right to open this agreement and re-negotiate the economic terms set forth herein, including Article V (Compensation), Article VI (Insurance), Article VII (Professional Development) and Article XIII (Retirement).

After notice has been given for reopening the contract, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items regarding all economic terms. This negotiating committee’s recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the entire Collective Bargaining Agreement will be terminated and reopened and the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

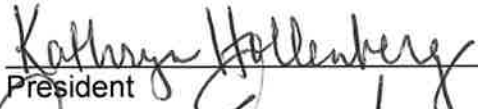

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This Agreement shall supersede any other Collective Bargaining Agreements between the parties and becomes effective upon ratification by both parties on July \_\_\_, 2022 and shall continue in effect until the day before the first teacher attendance day for the 2026-2027 school year.

This Agreement is signed this \_\_\_ day of August 2022.

IN WITNESS WHEREOF:

FOR THE McCracken, Middleton,  
Meyer Teachers Association

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NUMBER 73½

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



## APPENDIX A COMPENSATION AND SALARY SCHEDULE AND PLACEMENT

### 1. BASE SALARY SCHEDULE

Placement of existing employees (lane and step) on the 2022-2023 salary schedule was by mutual agreement of the Association and the District. This Agreement will have five (5) lanes: BA, BA+18, MA/BA+40, MA+18 and MA+36 / 2<sup>nd</sup> MA. Salary increases for existing employees are addressed in Section 5 below.

2022-2023					
	I	II	III	IV	V
1	\$51,986.70	\$53,546.30	\$57,294.54	\$60,159.27	\$63,167.23
2	\$53,286.37	\$54,884.96	\$58,726.91	\$61,663.25	\$64,746.41
3	\$54,618.53	\$56,257.08	\$60,195.08	\$63,204.83	\$66,365.07
4	\$55,983.99	\$57,663.51	\$61,699.96	\$64,784.95	\$68,024.20
5	\$57,383.59	\$59,105.10	\$63,242.45	\$66,404.58	\$69,724.81
6	\$58,818.18	\$60,582.72	\$64,823.52	\$68,064.69	\$71,467.93
7	\$60,288.63	\$62,097.29	\$66,444.10	\$69,766.31	\$73,254.62
8	\$61,795.85	\$63,649.73	\$68,105.21	\$71,510.47	\$75,085.99
9	\$63,340.75	\$65,240.97	\$69,807.84	\$73,298.23	\$76,963.14
10	\$65,240.97	\$67,198.20	\$71,902.07	\$75,497.17	\$79,272.03
11	\$66,219.58	\$68,206.17	\$72,980.60	\$76,629.63	\$80,461.11
12	\$67,212.88	\$69,229.26	\$74,075.31	\$77,779.08	\$81,668.03
13	\$68,221.07	\$70,267.70	\$75,186.44	\$78,945.76	\$82,893.05
14	\$69,244.39	\$71,321.72	\$76,314.24	\$80,129.95	\$84,136.45
15	\$70,283.05	\$72,391.54	\$77,458.95	\$81,331.90	\$85,398.49
16	\$70,985.88	\$73,115.46	\$78,233.54	\$82,145.22	\$86,252.48
17	\$71,695.74	\$73,846.61	\$79,015.88	\$82,966.67	\$87,115.00
18	\$72,412.70	\$74,585.08	\$79,806.03	\$83,796.34	\$87,986.15
19	\$73,136.83	\$75,330.93	\$80,604.10	\$84,634.30	\$88,866.01
20	\$75,330.93	\$77,590.86	\$83,022.22	\$87,173.33	\$91,532.00
21	\$77,214.20	\$79,530.63	\$85,097.77	\$89,352.66	\$93,820.30
22	\$79,144.56	\$81,518.90	\$87,225.22	\$91,586.48	\$96,165.80
23	\$81,123.17	\$83,556.87	\$89,405.85	\$93,876.14	\$98,569.95
24	\$83,151.25	\$85,645.79	\$91,640.99	\$96,223.04	\$101,034.20
25	\$85,230.03	\$87,786.93	\$93,932.02	\$98,628.62	\$103,560.05
26	\$86,508.48	\$89,103.74	\$95,341.00	\$100,108.05	\$105,113.45
27	\$87,806.11	\$90,440.29	\$96,771.11	\$101,609.67	\$106,690.15
28	\$89,123.20	\$91,796.90	\$98,222.68	\$103,133.82	\$108,290.51
29	\$90,460.05	\$93,173.85	\$99,696.02	\$104,680.82	\$109,914.86
30	\$93,173.85	\$95,969.07	\$102,686.90	\$107,821.25	\$113,212.31
31	\$94,571.46	\$97,408.60	\$104,227.21	\$109,438.57	\$114,910.49
32	\$95,990.03	\$98,869.73	\$105,790.61	\$111,080.14	\$116,634.15
33	\$97,429.88	\$100,352.78	\$107,377.47	\$112,746.35	\$118,383.66
34	\$98,891.33	\$101,858.07	\$108,988.14	\$114,437.54	\$120,159.42
35	\$100,374.70	\$103,385.94	\$110,622.96	\$116,154.10	\$121,961.81

2023-2024					
	I	II	III	IV	V
1	\$53,416.33	\$55,018.82	\$58,870.14	\$61,813.65	\$64,904.33
2	\$53,936.20	\$55,554.29	\$59,443.09	\$62,415.24	\$65,536.00
3	\$55,284.61	\$56,943.15	\$60,929.17	\$63,975.62	\$67,174.40
4	\$56,666.72	\$58,366.72	\$62,452.40	\$65,575.01	\$68,853.76
5	\$58,083.39	\$59,825.89	\$64,013.71	\$67,214.39	\$70,575.11
6	\$59,535.47	\$61,321.54	\$65,614.04	\$68,894.75	\$72,339.49
7	\$61,023.86	\$62,854.57	\$67,254.40	\$70,617.12	\$74,147.98
8	\$62,549.45	\$64,425.94	\$68,935.75	\$72,382.55	\$76,001.67
9	\$64,113.19	\$66,036.59	\$70,659.16	\$74,192.11	\$77,901.71
10	\$65,716.03	\$67,687.51	\$72,425.63	\$76,046.91	\$79,849.26
11	\$67,687.51	\$69,718.13	\$74,598.40	\$78,328.31	\$82,244.73
12	\$68,702.81	\$70,763.90	\$75,717.37	\$79,503.24	\$83,478.40
13	\$69,733.36	\$71,825.36	\$76,853.13	\$80,695.80	\$84,730.58
14	\$70,779.36	\$72,902.74	\$78,005.93	\$81,906.23	\$86,001.54
15	\$71,841.05	\$73,996.28	\$79,176.02	\$83,134.82	\$87,291.57
16	\$72,918.66	\$75,106.22	\$80,363.66	\$84,381.85	\$88,600.93
17	\$73,647.85	\$75,857.29	\$81,167.30	\$85,225.67	\$89,486.95
18	\$74,384.33	\$76,615.86	\$81,978.98	\$86,077.92	\$90,381.81
19	\$75,128.18	\$77,382.02	\$82,798.76	\$86,938.70	\$91,285.63
20	\$75,879.46	\$78,155.84	\$83,626.75	\$87,808.09	\$92,198.49
21	\$78,155.84	\$80,500.52	\$86,135.55	\$90,442.33	\$94,964.45
22	\$80,109.73	\$82,513.03	\$88,288.94	\$92,703.38	\$97,338.56
23	\$82,112.48	\$84,575.86	\$90,496.17	\$95,020.97	\$99,772.02
24	\$84,165.29	\$86,690.25	\$92,758.57	\$97,396.50	\$102,266.32
25	\$86,269.42	\$88,857.51	\$95,077.53	\$99,831.40	\$104,822.98
26	\$88,426.16	\$91,078.94	\$97,454.47	\$102,327.19	\$107,443.55
27	\$89,752.55	\$92,445.13	\$98,916.29	\$103,862.10	\$109,055.20
28	\$91,098.84	\$93,831.80	\$100,400.03	\$105,420.03	\$110,691.03
29	\$92,465.32	\$95,239.28	\$101,906.03	\$107,001.34	\$112,351.40
30	\$93,852.30	\$96,667.87	\$103,434.62	\$108,606.35	\$114,036.67
31	\$96,667.87	\$99,567.91	\$106,537.66	\$111,864.55	\$117,457.77
32	\$98,117.89	\$101,061.42	\$108,135.73	\$113,542.52	\$119,219.63
33	\$99,589.66	\$102,577.34	\$109,757.76	\$115,245.65	\$121,007.93
34	\$101,083.50	\$104,116.01	\$111,404.13	\$116,974.34	\$122,823.05
35	\$102,599.75	\$105,677.75	\$113,075.20	\$118,728.95	\$124,665.40

2024-2025					
	I	II	III	IV	V
1	\$54,484.66	\$56,119.20	\$60,047.54	\$63,049.92	\$66,202.42
2	\$55,018.82	\$56,669.39	\$60,636.24	\$63,668.06	\$66,851.46
3	\$55,554.29	\$57,220.91	\$61,226.38	\$64,287.70	\$67,502.08
4	\$56,943.15	\$58,651.44	\$62,757.04	\$65,894.89	\$69,189.63
5	\$58,366.73	\$60,117.72	\$64,325.97	\$67,542.26	\$70,919.37
6	\$59,825.89	\$61,620.67	\$65,934.12	\$69,230.82	\$72,692.36
7	\$61,321.54	\$63,161.19	\$67,582.46	\$70,961.59	\$74,509.68
8	\$62,854.58	\$64,740.21	\$69,272.03	\$72,735.63	\$76,372.42
9	\$64,425.94	\$66,358.72	\$71,003.83	\$74,554.02	\$78,281.72
10	\$66,036.59	\$68,017.69	\$72,778.93	\$76,417.88	\$80,238.77
11	\$67,687.51	\$69,718.13	\$74,598.40	\$78,328.32	\$82,244.74
12	\$69,718.13	\$71,809.68	\$76,836.35	\$80,678.16	\$84,712.07
13	\$70,763.90	\$72,886.82	\$77,988.89	\$81,888.34	\$85,982.75
14	\$71,825.36	\$73,980.12	\$79,158.73	\$83,116.67	\$87,272.50
15	\$72,902.74	\$75,089.82	\$80,346.11	\$84,363.41	\$88,581.59
16	\$73,996.29	\$76,216.17	\$81,551.30	\$85,628.87	\$89,910.31
17	\$75,106.22	\$77,359.41	\$82,774.57	\$86,913.30	\$91,258.96
18	\$75,857.29	\$78,133.01	\$83,602.32	\$87,782.44	\$92,171.56
19	\$76,615.86	\$78,914.33	\$84,438.34	\$88,660.26	\$93,093.27
20	\$77,382.02	\$79,703.48	\$85,282.72	\$89,546.86	\$94,024.20
21	\$78,155.84	\$80,500.52	\$86,135.56	\$90,442.33	\$94,964.44
22	\$80,500.52	\$82,915.53	\$88,719.62	\$93,155.60	\$97,813.38
23	\$82,513.02	\$84,988.42	\$90,937.60	\$95,484.49	\$100,258.72
24	\$84,575.86	\$87,113.13	\$93,211.05	\$97,871.60	\$102,765.18
25	\$86,690.25	\$89,290.96	\$95,541.33	\$100,318.39	\$105,334.31
26	\$88,857.50	\$91,523.23	\$97,929.85	\$102,826.35	\$107,967.67
27	\$91,078.94	\$93,811.31	\$100,378.10	\$105,397.01	\$110,666.86
28	\$92,445.12	\$95,218.48	\$101,883.78	\$106,977.96	\$112,326.86
29	\$93,831.80	\$96,646.75	\$103,412.03	\$108,582.63	\$114,011.76
30	\$95,239.28	\$98,096.46	\$104,963.21	\$110,211.38	\$115,721.95
31	\$96,667.87	\$99,567.91	\$106,537.66	\$111,864.54	\$117,457.77
32	\$99,567.91	\$102,554.95	\$109,733.79	\$115,220.48	\$120,981.50
33	\$101,061.43	\$104,093.27	\$111,379.80	\$116,948.79	\$122,796.22
34	\$102,577.35	\$105,654.67	\$113,050.49	\$118,703.01	\$124,638.17
35	\$104,116.01	\$107,239.49	\$114,746.25	\$120,483.57	\$126,507.74

2025-2026					
	I	II	III	IV	V
1	\$55,574.35	\$57,241.58	\$61,248.49	\$64,310.92	\$67,526.46
2	\$56,119.20	\$57,802.78	\$61,848.97	\$64,941.42	\$68,188.49
3	\$56,669.39	\$58,369.47	\$62,455.33	\$65,578.10	\$68,857.00
4	\$57,220.92	\$58,937.54	\$63,063.17	\$66,216.33	\$69,527.14
5	\$58,651.44	\$60,410.98	\$64,639.76	\$67,871.74	\$71,265.32
6	\$60,117.73	\$61,921.25	\$66,255.75	\$69,568.53	\$73,046.95
7	\$61,620.67	\$63,469.29	\$67,912.14	\$71,307.74	\$74,873.13
8	\$63,161.19	\$65,056.02	\$69,609.94	\$73,090.44	\$76,744.97
9	\$64,740.21	\$66,682.42	\$71,350.20	\$74,917.70	\$78,663.59
10	\$66,358.72	\$68,349.48	\$73,133.94	\$76,790.64	\$80,630.17
11	\$68,017.69	\$70,058.22	\$74,962.30	\$78,710.41	\$82,645.93
12	\$69,718.13	\$71,809.68	\$76,836.36	\$80,678.17	\$84,712.08
13	\$71,809.68	\$73,963.97	\$79,141.44	\$83,098.51	\$87,253.44
14	\$72,886.82	\$75,073.42	\$80,328.56	\$84,344.99	\$88,562.24
15	\$73,980.12	\$76,199.52	\$81,533.49	\$85,610.17	\$89,890.67
16	\$75,089.82	\$77,342.52	\$82,756.49	\$86,894.32	\$91,239.03
17	\$76,216.17	\$78,502.66	\$83,997.84	\$88,197.73	\$92,607.62
18	\$77,359.41	\$79,680.19	\$85,257.81	\$89,520.70	\$93,996.73
19	\$78,133.00	\$80,477.00	\$86,110.39	\$90,415.91	\$94,936.70
20	\$78,914.34	\$81,281.76	\$86,971.50	\$91,320.07	\$95,886.06
21	\$79,703.48	\$82,094.59	\$87,841.20	\$92,233.27	\$96,844.93
22	\$80,500.52	\$82,915.53	\$88,719.62	\$93,155.60	\$97,813.37
23	\$82,915.53	\$85,403.00	\$91,381.21	\$95,950.27	\$100,747.79
24	\$84,988.42	\$87,538.07	\$93,665.73	\$98,349.02	\$103,266.48
25	\$87,113.13	\$89,726.53	\$96,007.38	\$100,807.75	\$105,848.13
26	\$89,290.95	\$91,969.69	\$98,407.57	\$103,327.94	\$108,494.34
27	\$91,523.23	\$94,268.93	\$100,867.75	\$105,911.14	\$111,206.70
28	\$93,811.31	\$96,625.65	\$103,389.45	\$108,558.92	\$113,986.86
29	\$95,218.48	\$98,075.04	\$104,940.29	\$110,187.30	\$115,696.67
30	\$96,646.76	\$99,546.16	\$106,514.39	\$111,840.11	\$117,432.11
31	\$98,096.46	\$101,039.36	\$108,112.11	\$113,517.72	\$119,193.60
32	\$99,567.91	\$102,554.94	\$109,733.79	\$115,220.48	\$120,981.50
33	\$102,554.94	\$105,631.60	\$113,025.80	\$118,677.10	\$124,610.95
34	\$104,093.27	\$107,216.06	\$114,721.20	\$120,457.26	\$126,480.11
35	\$105,654.67	\$108,824.31	\$116,442.01	\$122,264.11	\$128,377.31

**2. Placement of New Hires on the Salary Schedule**

Newly hired employees will be placed and paid on the salary schedule during the life of this Agreement. Newly hired employees may be granted up to eight (8) years of prior experience at the Superintendent's discretion.

In the spring of each school year, the Superintendent and Association President will meet to determine by mutual agreement hard to fill positions where the demand significantly exceeds the supply. Hard to fill positions may be granted up to a total of eleven (11) years of experience at the Superintendent's discretion if they determine that this action is necessary to compete for staff to fill positions where the demand significantly exceeds the supply.

The Superintendent will provide Association President with names and salary placements for new hires by September 30 of each school year.

**3. LANE PLACEMENT**

The lane placement will be determined by the degrees and professional growth as set forth in Appendix D on file in the Superintendent's office on or before October 1 of each school year.

**4. HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE**

Employees moving from the BA lane to the BA+18 lane will receive a three percent (3%) increase on their prior year's base salaries. Employees moving from the BA+18 lane to the MA/BA+40 lane will receive a seven percent (7%) increase on their base salaries. Employees moving from the MA/BA+40 lane to the MA+18 will receive a five percent (5%) increase on their base salaries. Employees moving from the MA+18 lane to the MA+36/Second MA lane will receive a five percent (5%) increase on their base salaries.

5. **SALARY INCREASES – CURRENT EMPLOYEES**

**2022-2023**

Refer to salary schedule. Placement of existing employees on the salary schedule was by mutual agreement of the Association and the District. By August 1, 2022, the District shall communicate to each existing employee what their base salary was for the 2021-2022 school year, where they will be placed on the salary schedule for the 2022-2023 school year, and what the corresponding base salary is for the 2022-2023 school year.

**2023-2024**

Refer to salary schedule. Employees will receive a 3.75% increase over their 2022-2023 base salaries.

**2024-2025**

Refer to salary schedule. Employees will receive a 3.0% increase over their 2023-2024 base salaries.

**2025-2026**

Refer to salary schedule. Employees will receive a 3.0% increase over their 2024-2025 base salaries.

\* \* \*

Employees moving horizontally will add the annual percentage pay raise to the horizontal movement percentage pay raise to determine their total pay raise/annual salary amount (which may not correlate with a salary amount listed in the schedule for the respective school year).

**EXAMPLE:** The salary of an employee in the BA, Step 4 lane earning \$55,983.99 in 2022-2023 who will move into the BA+18 lane in 2023-2024, will be determined as follows:

- Salary increase of 3.75%
- Horizontal movement of 3%
- $3.75\% + 3\% = 6.75\%$
- $1.0675 \times \$55,983.99 = \$59,762.91$  (2023-2024 salary)

## APPENDIX B - SUPPLEMENTAL JOBS

APPENDIX B - SUPPLEMENTAL JOBS		Summer 2023 and 2022-2023	Summer 2024 and 2023-2024	Summer 2025 and 2024-2025	Summer 2026 and 2025-2026
<b>SUPERVISION- ACTIVE</b>					
After School Game Supervision	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Bus Duty	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Library Duty	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Lunch/Cafeteria Duty	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Playground/Recess Duty	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Academic Lunch/Study at Lunch Supervision	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
AM/PM Supervision	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Chaperone/Dance Supervision	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
Required Supervisory Attendance at Community Event	Hourly	\$35.00	\$35.00	\$35.00	\$35.00
<b>EXTRA DUTY INSTRUCTIONAL HOURLY</b>					
Un-Stipended Athletic or Enrichment Programs	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Homework Help or Tutoring	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Restorative Reflection	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Weekend and Evening Performances	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Summer School + 4 HOURS PAID PREP	Hourly	\$55.00	\$55.00	\$55.00	\$55.00
Testing Students	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Boost	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Interview Panel	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
District Approved After School Clubs (book, garden, social justice...)	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Assistant-Crew Leader Play/Musical (as needed)	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Activity/Enrichment Substitution	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
Required Instructional Support at Community Event	Hourly	\$40.00	\$40.00	\$40.00	\$40.00
NTEAA Representative	Hourly**	\$40.00	\$40.00	\$40.00	\$40.00
<b>EXTRA DUTY INSTRUCTIONAL STIPENDED</b>					
Grandfriends	Yearly	\$400.00	\$400.00	\$400.00	\$400.00
Garden Caretaker Summer	Yearly	\$400.00	\$400.00	\$400.00	\$400.00
Yearbook Photography - MCCracken	Yearly	\$900.00	\$900.00	\$900.00	\$900.00
Yearbook - MCCracken	Yearly	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00



Band (up to two directors, each director receives the stipend) INCLUDES: out of contract teaching, concerts, weekend events, etc)	Yearly	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Play/Musical Director - MCCracken	Yearly	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Play/Musical Director - MIDDLETON (up to two, each receives the stipend)		\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
Play/Musical Producer - MCCracken	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Vocal/Choir Music-McCracken	Yearly	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Yearbook including Photography - MIDDLETON	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Student Council	Yearly	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Safety Patrol Coordinators (up to two, each receives the stipend)	Yearly	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Enrichment Coordinator MD	Yearly	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Enrichment Assistant Coordinator MD	Yearly	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Enrichment Coordinator MY	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Robotics (up to three, each receives the stipend)**review stipend after year two of contract	Yearly	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
<b>EXTRA DUTY SPORTS/ATHLETIC COACHING</b>					
6th Grade Boys Basketball	Yearly	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
6th Grade Girls Basketball	Yearly	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Basketball Coach	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Girls Cheer	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Boys Basketball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Girls Basketball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Boys Basketball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Girls Basketball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Boys Soccer	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Girls Soccer	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Boys Soccer	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Girls Soccer	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
6th Boys Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
6th Girls Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Boys Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Girls Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Varsity Boys Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
JV Girls Volleyball	Yearly	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00

<b>PROFESSIONAL LEARNING OR COMMITTEE WORK</b>					
Mentor Teacher (per new hire, can be split by dept)	Yearly	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>
Bldg Leadership Teamleader (BLT) (lead B&C and PST meetings)	Yearly	<b>\$3,700.00</b>	<b>\$3,700.00</b>	<b>\$3,700.00</b>	<b>\$3,700.00</b>
Department Leader	Yearly	<b>\$650.00</b>	<b>\$650.00</b>	<b>\$650.00</b>	<b>\$650.00</b>
District Committee Member/Participant (DLT, DELT, MTSS....)	Hourly	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>
Curriculum workshop participant/ (district or school) - required non-working hours	Hourly	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>
Curriculum (writing/development) - District directed (can include summer work hours)	Hourly	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>
<b>SPECIAL ASSIGNMENTS</b>					
Presenter/teacher of professional development outside of contract hours (1:1 present/plan time paid)	Hourly	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>
Prep ONLY for PD presentation during contract hours (1:1 prep/hours)	Hourly	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>
Homebound Tutoring	Hourly	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>
Teaching Overload	Hourly	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>	<b>\$55.00</b>
Supervised Overnight Trip (Outdoor Education, i.e. Camp McLean/White Pines)	per day	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>	<b>\$250.00</b>
New Teacher Orientation days	Hourly	<b>\$40</b>	<b>\$40</b>	<b>\$40</b>	<b>\$40</b>
Academic Approval (two committee members, each receive stipend)	Stipend	<b>\$650</b>	<b>\$650</b>	<b>\$650</b>	<b>\$650</b>
Classroom Prep prior to school year (up to 4 hrs time-carded within the approved window for set-up)	Hourly	<b>\$40</b>	<b>\$40</b>	<b>\$40</b>	<b>\$40</b>

**SIDE LETTER**  
**LANE MOVEMENT POLICY**

Teachers shall be recognized for professional growth and salary placement.

**Professional Growth.**

Academic Approval Committee.

1. Responsibilities and purposes of the Academic Approval Committee shall be:
  - a. To maintain permanent minutes and records in order that subsequent committees may have the benefit of previous deliberations and recommendations.
  - b. To evaluate academic coursework and make appropriate recommendations to the Superintendent. This shall be an evaluation of the course and institution. Based on the committee's evaluations and findings, recommendations for hours shall be submitted to the Superintendent.
  - c. To evaluate procedures for obtaining hours and to recommend annually to the Superintendent any needed changes in the procedures for obtaining academic hours.
2. Composition.

The committee shall consist of two teachers, and one administrator. Committee members shall be appointed by the Superintendent. The date of appointment shall be established by rule.
3. Qualification for teacher membership shall be an employee's ability, interest and willingness to serve on the committee.

**Methods of Earning Approved Professional Academic Hours**

1. Academic Approval Google Form

All courses taken for professional academic hours must be approved in writing by the Academic Approval Committee and the Superintendent, prior to enrollment in the course, except that when considering lane movement a teacher may carry forward any earned academic credits not used toward the degree earned for lane movement. Courses not related to the needs of the School District and/or field of education will

not be approved. (Hours will not be allowed for courses which are taken to remove deficiencies listed by the state for proper initial certification and/or legal qualification.) All courses must be at the graduate level except as noted below in the paragraph on undergraduate credit.

a. Graduate Credit

Hours or approved graduate credit earned by enrollment at colleges and universities accredited by the North Central Association or its equivalent. A grade of "B" or better must be obtained for academic credit.

b. Undergraduate Credit

If coursework is not available at the graduate level, undergraduate coursework may be submitted for approval. Hours of approved undergraduate credit earned by enrollment at colleges and universities accredited by the North Central Association or its equivalent. A grade of "B" or better must be obtained for academic credit.

c. Award of Academic Hours

Academic hours will be awarded for university courses after receipt of official transcripts and invoice for the cost of tuition. Which are to be submitted no later than October 1<sup>st</sup> of the school year in which salary schedule credit is sought. Universities on term or quarter credits must be equated to semester credits which is 2/3 of a semester credit for each term/quarter.

Example: 1 term credit for Northwestern = 2/3 semester credit. 1 quarter credit from the University of Illinois at Chicago – 2/3 semester credit.

d. Tuition Reimbursement

All reimbursement forms must be submitted by November 1<sup>st</sup> to the Superintendent's office. Reimbursement payments will be paid after the Board meeting in December.

## **GRIEVABILITY OF LANE MOVEMENT POLICY**

The Board and the Association agree that the attachment of this policy to the collective bargaining agreement as a Side Letter constitutes a good faith effort on the part of the parties hereto to keep Association members knowledgeable regarding the policy and its implementation. The parties further agree that the implementation

of any aspect of this policy by the Academic Approval Committee and/or the Superintendent shall not constitute a grievance under the contract. The Association further agrees on its own behalf and on behalf of its members, individually and collectively, to expressly waive any right the Associate or any member, individually or collectively, may otherwise have to grieve any aspect of this policy.

The parties further agree that this policy shall not be changed for the duration of this Agreement unless the Academic Approval Committee recommends changes and the parties mutually agree to such change(s) in writing and attach a copy of such change(s) to this Side Letter.

**APPENDIX D**  
**SIDE LETTER RE: INSURANCE**

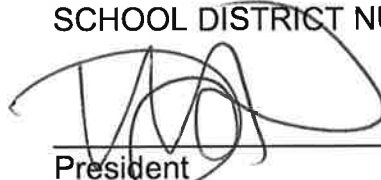
If the federal government passes legislation initiating a universal health care insurance program which eliminates the need for the District to make contracted or legally required contributions toward the payment of insurance premiums or any substitute for insurance premiums, the parties agree to meet and negotiate the manner in which the savings to the Board will be distributed to the teachers.

FOR THE McCracken, Middleton,  
MEYER EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NUMBER 73½

  
\_\_\_\_\_  
President

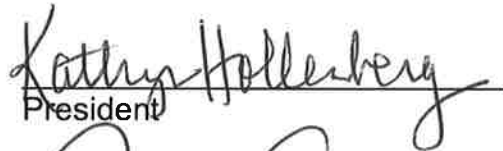
  
\_\_\_\_\_  
Secretary

**APPENDIX E**

**SIDE LETTER RE: SCHOOL YEAR**

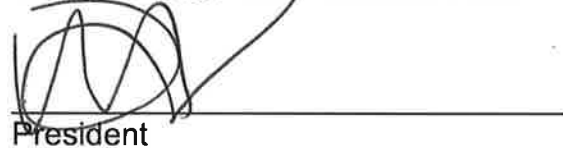
By March 1 of each school year, the Superintendent will inform the president of the Association and the president of the Association will inform the Superintendent of the Board's and the Association's respective wishes concerning adding additional days to the school year for the following school term. The notification will set forth either zero days, one day, two days, three days or four days. At least 50% of the days must be pupil contact days. If both parties request that additional days be worked in the following school year, the school calendar will be amended to reflect those additional days. The number of additional days will be determined by the lowest number submitted by either of the two parties. Teachers will be compensated for each additional day up to a maximum of four (4) at a rate of 1/181 of their annual base salary.

FOR THE McCRACKEN, MIDDLETON,  
MEYER EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NUMBER 73½

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**SKOKIE SCHOOL DISTRICT 73½  
RETIREMENT PLANNING FORM**

The Illinois Teachers' Retirement System (TRS) imposes substantial penalties on the Board of Education for increases in TRS creditable earnings in excess of 6% for any of the four years used to determine a teacher's pension. Because under certain conditions TRS permits a teacher to retire at age 55, the 6% limitation could apply as early as the school year in which the teacher reaches age 51. Thus, retirement planning should begin at age 50 to allow teachers to maximize earnings through lane advancement, extra duty, regular salary increases and the District 73½ retirement benefit program, while protecting the District from TRS penalties. Article XIII of the District 73½ 2022-2026 collective bargaining agreement provides for a retirement planning process which includes completion of this form and a planning meeting with the teacher in the school year in which the teacher reaches age 50. The planning meeting will be between the teacher and the Superintendent or other central office administrator and cover such topics as TRS requests, the District 73½ retirement benefit program, and questions from the teacher. **A teacher completing this form and engaging in the planning process is not committing to retirement.**

The following information is required for submission to the Superintendent by March 1, for all teachers age 50 or older during the school year.

Name: \_\_\_\_\_

Total TRS service credit as of  
June 30, \_\_\_\_: \_\_\_\_\_

Optional service credit available  
for purchase (includes out of  
state, maternity, refunds): \_\_\_\_\_

Service in a reciprocal system  
(e.g. IMRF): \_\_\_\_\_

Unused sick leave from  
other districts: \_\_\_\_\_

Projected retirement date(s)  
(optional): \_\_\_\_\_

Please also attach to this form a current "Benefits Report" from TRS. The estimate can be obtained by contacting a TRS benefits counselor at 800-877-7896. Again, this does not commit the teacher to retire on any particular date but will help determine the accuracy of your records and TRS records on sick leave and service credit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX G**

**SKOKIE SCHOOL DISTRICT 73½**  
**IRREVOCABLE NOTICE OF RESIGNATION AND RETIREMENT**

This Agreement is between the Board of Education of Skokie School District 73½ (Board) and \_\_\_\_\_, a teacher in the District who is expected to qualify for the retirement benefits as stated in Article XIII of the Collective Bargaining Agreement between the Board and the District 73½ Education Association. So long as the teacher satisfies all of the eligibility requirements specified in Article XIII of the Contract by the time of retirement, the Board and the teacher agree as follows:

1. The teacher's resignation and retirement date is the completion of the school term ending June, \_\_\_\_\_.
2. The Retirement Incentive shall be paid in the following school years to increase each year's creditable earnings in an amount equal to six percent (6%) over the base year's salary reflected on the Teachers' Salary Schedule (Appendix A) pursuant to Section 13.3 of the Collective Bargaining Agreement: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

If the teacher resigns and retires before June, \_\_\_\_\_, without meeting the eligibility requirements for participation in the plan, no further payments will be made and any payments already made must be repaid. The additional prepayment provisions of Article XIII will also apply.

Any changes to this Agreement will be governed by the provisions of Article XIII of the Contract.

Board of Education

Teacher

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SKOKIE SCHOOL DISTRICT 73½  
AGREEMENT REGARDING INCREASES IN TRS  
CREDITABLE EARNINGS EXCEEDING SIX PERCENT**

This Agreement ("Agreement") is between the Board of Education ("Board") of Skokie School District 73½ (District) and \_\_\_\_\_, a teacher ("Teacher") in the School District. This Agreement is required under Section 13.4.2 of the Collective Bargaining Agreement ("CBA") in order for the Teacher to be eligible to receive Illinois Teachers' Retirement System ("TRS") creditable earnings in excess of 6%. The Board and the Teacher agree:

- A. The Teacher will be eligible to receive TRS creditable earnings under the Collective Bargaining Agreement in excess of 6% from school year to school year, unless otherwise limited in a retirement agreement which replaces this Agreement.
- B. The Teacher will repay to the Board all TRS creditable earnings necessary to avoid TRS penalties to the Board if the Teacher retires under TRS and the Board is subject to penalties because the Teacher's creditable earnings in any school year used to determine the Teacher's pension exceed TRS's 6% limitation. To facilitate this repayment, the Teacher authorizes the Board to withhold such amounts as are necessary from any remaining paychecks on a pro rata basis and/or from other payments due the Teacher from the Board in connection with the Teacher's retirement.
- C. If repayment has not occurred in full under the withholding provided for in Paragraph B above, the Teacher will make any remaining payment due under B above in full within 30 days after the date of the Teacher's resignation from employment from the District or, if later, within 30 days after the Board's receipt of the penalty notice from TRS.
- D. The Teacher will pay the Board's attorney's fees and other expenses and costs of collection, through litigation or other collection efforts, if the Teacher does not repay the excess creditable earnings when due.
- E. The Board and the Teacher will cooperate as necessary to amend the applicable reports of creditable earnings to TRS to reflect the repayment and reduction in creditable earnings as provided for in Paragraph B above.
- F. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below and continue in force until such time as the Board is no longer subject to TRS penalties due to the Teacher's creditable earnings under the CBA.

BOARD OF EDUCATION  
SKOKIE SCHOOL DISTRICT 73½,  
Cook County, Illinois

TEACHER

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Teacher

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIDE LETTER ON NATIONAL BOARD CERTIFICATION**

**Eligibility and Benefits**

The provisions of this side letter will apply to teachers working toward or entering into a program to obtain National Board Certification.

1. Academic course work taken toward National Board Certification will either (1) count toward salary system credit, or (2) count toward earning National Board Certification per Section 3 below, but not both. Academic coursework will remain valid as long as the teacher is in the process of achieving National Board Certification.
2. Academic hours will be awarded no later than one year following achievement of National Board Certification.
3. Any teacher earning National Board Certification may elect a \$1,000, one-time non-recurring stipend in lieu of credit toward salary system movement.

**SIDE LETTER REGARDING CREATION OF NEW  
EXTRA-CURRICULAR ACTIVITIES AND STIPENDS**

When the District creates a new extra-curricular activity, the Superintendent will review the activity to determine the appropriate stipend (hourly or flat rate) for the activity taking into consideration such factors as the skill required, time commitment needed, and the amount of stipends paid for other similar or comparable activities. The Superintendent will notify the Association of the proposed stipend and if the Association has concerns about the rate it will promptly notify the Superintendent that it desires to meet and confer with their about the rate. The Superintendent will meet and confer with the Association representative(s) about the stipend amount but retains the right to establish the amount of the stipend.

If the District substantially changes the responsibilities of an extra-curricular activity, the Association may contact the Superintendent to meet and confer over the stipend amount. The Superintendent retains the right to establish the amount of the stipend.

This side letter does not apply to grant-funded extra-curricular activities.

**Side Letter – Exploratory Committee on Sabbatical Leaves**

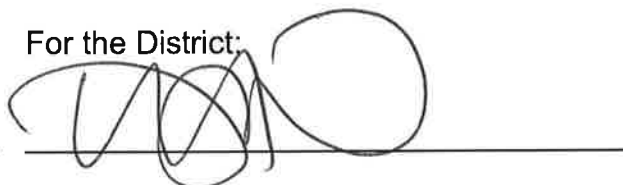
The McCracken, Middleton, Meyer Education Association (the "Association") and the Board of Education for Skokie School District Number 73 1/2, Cook County, Illinois (the "Board" or "District") agree to meet regularly beginning in the second year and over the life of the 2022-2026 Collective Bargaining Agreement to conduct research and explore possible options to provide sabbatical leaves for teachers. The exploratory committee shall include a reasonable number of Association and District representatives. No compensation shall be paid for research/analysis or meetings of the exploratory committee that occur during outside of normal work hours, unless otherwise mutually agreed by the parties.

The intent of this side letter and the exploratory committee's charge is to begin a process of joint exploration and investigation of possible options to provide sabbatical leaves to teachers that is informal, non-binding, and non-precedential. In no case will this joint exploration result in any changes to the negotiated agreement unless otherwise mutually agreed by the parties.

For the Association:

Date: 8-15-22

For the District:

Date: 8-9-22

## APPENDIX L

### Side Letter – Exploratory Committee on Class Size

The McCracken, Middleton, Meyer Education Association (the "Association") and the Board of Education for Skokie School District Number 73 1/2, Cook County, Illinois (the "Board" or "District") agree to meet regularly beginning in the third year and over the life of the 2022-2026 Collective Bargaining Agreement to study and present recommendations on class size to the respective negotiating teams for the District and the Association for consideration during negotiations for the next successor contract. The exploratory committee shall include a reasonable number of Association and District representatives. No compensation shall be paid for any work of the exploratory committee that occurs during outside of normal work hours, unless otherwise mutually agreed by the parties.

The intent of this side letter and the exploratory committee's charge is to begin a process of joint exploration, investigation and study of class size that is informal, non-binding, and non-precedential. In no case will this joint exploration result in any changes to the negotiated agreement unless otherwise mutually agreed by the parties.

For the Association:

Kathryn Hollenberg

Date: 8-15-22

For the District:

[Signature]

Date: 8-9-22