Collective Bargaining Agreement

between

Board of Education, Deerfield School District No. 109

and

Deerfield Education Association, IEA-NEA

2019-2020
2020-2021
2021-2022
2022-2023
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ARTICLE I – RECOGNITION

1.1 The Board of Education, Deerfield School District No. 109, Lake County, Illinois, hereinafter referred to as the “Board,” recognizes the Deerfield Education Association, IEA-NEA, hereinafter referred to as the “Association,” as the exclusive representative for all regularly employed full-time and part-time certificated personnel, hereinafter referred to as “teacher(s)” or “employee(s),” excluding supervisors, managers, administrators, and nonprofessionals, for the purposes of collective bargaining. The Board agrees not to negotiate with any teacher individually or any other group of employees or employee organization other than the Association for the duration of this agreement or any extension thereof unless otherwise permitted by statute, regulation, or case law.

1.2 The Association recognizes that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

1.3 Part-time teachers shall receive the following benefits on a pro-rata basis: Sections 13.1, 13.3, and 13.4, and Articles XIV and XV.

   Tenured teachers who are part-time shall also receive the following benefits: Sections 13.2 on a pro-rata basis and 13.5.

   The following portions of the Agreement shall not apply: Sections 8.2, 8.3, 8.5, 8.6, 8.7, 13.6, and 13.8, and Articles XI and XII.

   All remaining benefits conditions specified in this Agreement shall be provided.
ARTICLE II – MEDIATION PROCEDURE

2.1 It is agreed that the parties will request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions to seek a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.
ARTICLE III – GRIEVANCE PROCEDURE

3.1 Definition

A grievance shall be any claim by the Association or a teacher that there has been a violation, misapplication, or misinterpretation of a provision of this Agreement.

3.2 General Provisions

3.2.1 A grievance arising from the action of an authority higher than the principal may be presented at the appropriate step of the Grievance Procedure.

3.2.2 Failure to communicate the decision at any step within the specified time limits shall permit advancing to the next step of this procedure within the time allotted as though the lower decision had been communicated.

3.2.3 All time limits consist of teacher employment days. When a grievance is submitted fewer than ten (10) days before the close of the school term, time limits shall consist of all weekdays.

3.3 Procedure

3.3.1 Informal Conference

A grievance may be resolved in an informal conference between the principal and the teacher as long as any adjustment is not inconsistent with this agreement and the Association is informed of the resolution meeting and is given an opportunity to attend such meeting.

3.3.2 Within twenty (20) days of the occurrence giving rise to the grievance, or when the grievant(s) reasonably could have known of the occurrence, the grievant and/or the Association shall present a written statement of the alleged violation to the principal. The statement shall cite the alleged violation, list the section of the collective bargaining agreement violated and list the remedy requested. Within ten (10) days of the receipt of the grievance, the principal shall confer with the grievant and the Association to try to resolve the grievance.

Within ten (10) days after the completion of the conference, the principal shall give his/her written decision including the reasons therefore to the grievant and the Association.

3.3.3 In the event the grievance has not been resolved in the first step, the grievant and/or the Association may file an appeal to the Superintendent or designee. The appeal shall be made within ten (10) days of the receipt of the principal’s decision. Within ten (10) days of the receipt of the appeal, the Superintendent shall confer with Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) days following the conference,
shall give his/her written decision including the reasons therefore to the grievant and the Association.

3.3.4 If the Association wishes to appeal the Superintendent’s decision the appeal must be filed with the American Arbitration Association within twenty (20) days of the Superintendent’s decision. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply. Mutually incurred costs of the arbitration shall be borne equally by the Board and Association. The arbitrator shall have no power to alter the terms and conditions of this Agreement. The arbitrator’s decision shall be binding.

3.4 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed. Grievances involving an administrator above the building level may be initially filed at the Superintendent’s level, Section 3.3.3 of this Article.

3.5 Release Time

Should a grievance hearing be scheduled during the school day, the Association will give the Administration sufficient notice of the witnesses necessary to testify, and list as many as two (2) Association representatives who will attend the hearing so that the Administration can arrange for appropriate substitutes.

All witnesses necessary to testify and as many as two (2) Association representatives shall be released from their regular duties for the time necessary to participate in the grievance hearing without loss of pay or benefits.

3.6 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the Employees.
ARTICLE IV – EMPLOYEE RIGHTS

4.1 Both parties agree that they shall not discriminate against an employee or applicant for reason of race, creed, color, marital status, sex, age, or national origin.

4.2 Employer Hearing/Employee Rights

Each teacher has a right to have an Association representative present when a teacher is called to appear before the Board or an administrator to discuss matters which may, in the teacher’s perception, lead to disciplinary action against the teacher. In those situations where the teacher is called to appear before the Board the teacher shall be given written notification of such meeting at least three (3) workdays in advance along with reasons for the meeting.

4.3 Discipline

Formal disciplinary actions, such as written reprimands and changes in employment status, shall be subject to the grievance procedures. When requested by the teacher, the specific grounds forming the basis of the disciplinary action will be made available in writing. Any disciplinary action taken against a teacher other than dismissal shall be for just cause. Any information or incident that the teacher has not been informed of within twenty (20) work days of the District having reasonable notice shall not be used for formal disciplinary action, except in those instances where notification to the teacher would disrupt any ongoing efforts of law enforcement or quasi-law enforcement officials.

4.4 Complaints

Parents with specific concerns which do not rise to the level of the type of complaints contemplated below will be encouraged to deal with such concerns at the level closest to their child, which is the teacher.

The Administration shall inform the teacher of any and all consequential complaints regarding the teacher’s conduct made by any person against the teacher as soon as possible, except in those instances where notification to the teacher would disrupt any ongoing efforts of law enforcement or quasi-law enforcement officials. If the existence of a complaint has not been disclosed to a teacher due to ongoing efforts by law enforcement or quasi-law enforcement officials, the District shall not question the teacher unless done in accordance with the immunity safeguards afforded by prevailing law (see Atwell v. Lisle Park District). In the event that the District has reasonable cause to suspend a teacher during an ongoing investigation by law enforcement or quasi-law enforcement officials, any such suspension shall be with full pay and benefits, including the accrual of seniority. In processing any complaint, the administrator shall make every effort to assure fairness to the teacher, including investigation of such complaint. The District shall not expand the scope of the investigation beyond the scope of the original complaint unless evidence of misconduct is discovered. The teacher shall receive prompt notice of every person who is interviewed and copies of any interview notes or documents collected during the interview to the extent not precluded by law. Disputes regarding
disclosure of information under this section shall be resolved pursuant to the IELRA and shall not be subject to the grievance procedure. Anonymous complaints will not be the basis of any disciplinary action against a teacher or the basis for comments on a teacher’s evaluation unless independently verified by other witnesses and/or evidence. If requested by the teacher, a teacher/principal conference shall be held, at which time, if requested, the principal will detail the processing and investigation of the complaint. If the District delegates non-employees to investigate any complaint against a teacher, a District administrator shall be present during any interviews with students, parents, District employees or any other person, held during the course of the investigation. If a request is made by a tenured teacher, investigatory meetings with individuals who are not employed by the District will be held away from the employee’s school building or work site. In the case of a non-tenured teacher, either the non-tenured teacher or the Association may make such a request.

4.5 Personnel File

The District Administration shall maintain only one official personnel file for each teacher that shall be accessed in the District Administrative Center. Any complaint or evaluative material to be placed in the personnel file shall be forwarded to the teacher who shall initial a copy to indicate receipt. The personnel file shall include all available written commendations of, and complaints against, a teacher. The teacher shall have the opportunity to submit a written response to the material, and such response to the attached to the material. Teachers, accompanied by a representative if desired, may inspect the materials in their files with the exception of those materials that the teacher has previously waived the right of inspection.

4.6 Building Advisory Committee

Each building shall establish a Building Advisory Committee composed of teachers and administrators for the purpose of collaboratively addressing issues and concerns relative to that building. The size and structure of the committee will be determined collaboratively. The Association members in each building shall select their representatives for their committee. The committee membership will be generally representative of grade level, subject matter, and length of service in the District. The committee for each building shall determine their meeting times and schedules. Appropriate subjects, among others, might be professional concerns, building maintenance, supplies, quality of the physical environment, and morning and afternoon student supervision. Such discussions shall be deemed non-contractual in nature. The minutes of the committee meetings shall be mutually agreed upon by members of the committee and shall be sent to the Superintendent, the Board of Education, and the Association Secretary and DESSA Secretary. The Association and the Board shall provide joint training for the committees. A DESSA member, selected by the DESSA membership in each building, shall also serve on the committee.
4.7 Assistance and Control of Students/Parents

The Board shall support and assist teachers with respect to the maintenance of control and discipline of students in the teacher’s assigned work area.

Teachers may take such reasonable actions with a student and/or parent/guardian as necessary to protect themselves and other persons from attacks, either physical or verbal in nature, or to prevent damage to property. Any such occurrence should be reported immediately to the staff member’s immediate supervisor.

Student hearings shall be held during school time and any employee whose presence is required shall be released when necessary from duty with no loss of pay or benefits. The teacher shall be entitled to an Association representative.

4.8 Crisis Prevention Intervention Training

Periodic training shall be provided by the District to all teachers who hold positions for which there may be an increased likelihood of the need to physically restrain students. Teachers who may be required to undertake such training or who are otherwise approved for such training shall be determined by the District.
ARTICLE V – ASSOCIATION RIGHTS

5.1 A copy of all Board minutes shall be delivered to the Association President by email the day after they are approved.

5.2 The Board agrees that bulletin board space shall be provided for the use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular District mail service and email shall be made available to the Association for a reasonable volume of communications to teachers regarding the Association’s official business. Regarding email, there shall be no expectation of privacy.

5.3 The Board agrees that the Association and its representatives shall have the right to use school buildings to transact official Association business on school property at all reasonable times outside scheduled school hours, provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, i.e., weekend or vacation days, the Board may make reasonable charge for this service with advance notification to the Association.

On the last Thursday of each month of the school term, the Board shall not schedule any meeting involving teachers after the normal student day, and the Association may utilize this time to conduct its business.

After notifying the principal’s office, duly authorized representatives of the Association may meet with Association members during the members’ duty-free times. The meeting will be in an appropriate area and will not interfere with or interrupt normal school operations.

5.4 The Association agrees that matters relating to supervisor teacher, or Board teacher relationships, shall not be discussed in the presence of students.

5.5 The Association shall be furnished on request all information concerning the financial condition of the District, which is regularly prepared and maintained by the central staff for the Board, including the annual financial report and the adopted budget, and financial estimates presented at Board meetings. The Board will honor reasonable requests by the Association for any other relevant and pertinent information relating to negotiations provided the same is available in the District’s files or records in the form requested.

5.6 Association Leave

5.6.1 The Association shall be entitled to ten (10) school days of Association leave in each school year for the purpose of sending representatives to IEA and/or NEA sponsored conferences, conventions or workshops. Teachers authorized by the Association to take such leave shall be released from duties without loss of pay.

5.6.2 Four (4) additional days shall be made available for Association leave, with the Association reimbursing the Board for substitutes at the prevailing rate.
5.6.3 The Association shall give the Superintendent or designee written notice of the name of the teacher(s) authorized to take such leave at least five (5) employment days in advance of the day such teacher(s) shall be absent.

5.6.4 President Leave

The President of the Association shall be released from his/her teaching duties for one-half (½) day per month during the school term, with scheduling to be agreed between the Association President and the Superintendent or designee. He/she shall be considered a full-time teacher of the District with respect to the Illinois State Teachers’ Retirement System, all fringe benefits, tenure status, seniority and placement on the salary schedule. If the Association President does not use this leave in any month, the leave available for that month will be converted to additional Association leave that may be used in accordance with Section 5.6.1.

5.7 Dues Deduction

The Board shall deduct Association membership dues in an amount certified annually to the Board by the Association on or before the opening of the school term. The teacher’s request shall continue in effect until revoked in writing by the teacher, which revocation may be submitted at any time. The amount deducted from each paycheck of each month, September through June, shall be one twentieth (1/20th) of the annual dues. A teacher authorization shall be effective the first payroll after received, provided it is received at least ten (10) days in advance of said payroll. Such authorization shall be deemed to be automatically revoked upon termination of employment.

5.8 During the in-service day prior to the first day of student attendance, the Association shall have the opportunity to hold a meeting for up to 30 minutes before lunch.

5.9 Fair Share

5.9.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues, provided the Association shall have complied with the rules and regulations of the IELRB regarding “Notice of Fair Share Fees.”

5.9.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

5.9.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction subject to the rules and regulations of the IELRB regarding “Objections to Fair Share Fees.”
5.9.4 In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel provided:

5.9.4.1 The employer gives reasonable notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and,

5.9.4.2 The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

5.9.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer’s compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability that may arise as a result of any type of willful misconduct by the Board or the Board’s imperfect execution of the obligations imposed upon it by this Article.

5.9.6 The obligation to pay a fair share fee will not apply to any employee, who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

In the event of religious based or other properly served objections, the Board shall continue to deduct and transmit the fair share fee in accordance with the rules and regulations of the IELRB regarding “Escrow Accounts.” In the case of religious-based objections, such employee may be required to pay their fair share to a non-religious charitable organization mutually agreed upon by the employee and the Association. In the absence of any agreement, the employee may select a charitable organization from an IELRB approved list.

5.9.7 Any teacher who was a bargaining unit member and who was not a member of the Association on December 1, 1993, is exempt from this Section 5.9 (Fair Share).

5.10 Waiver Notification

Whenever the Board determines it may be necessary to request a waiver of the School Code from the State Board of Education, the Board shall notify the Association for the purpose of discussion to determine agreement with or adjustments to the proposed waiver. The Association shall also have the right to file a demand to bargain.
5.11 Liaison

The Superintendent shall meet each month with the Association leadership to discuss matters of concern to either the Association or the Administration. Minutes of these meetings shall be shared with the Board of Education. The parties can mutually agree not to meet if there are no issues that require discussion in any given month.
ARTICLE VI – EFFECT OF AGREEMENT

6.1 The terms and conditions of this Agreement shall be incorporated in individual contracts.

6.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clauses, the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
ARTICLE VII – NO STRIKE

7.1 Neither the Association nor any employee shall engage in a strike or engage in conduct that will disrupt the function and services of the school district.
ARTICLE VIII – WORKING CONDITIONS

8.1 School Term

The length of the school year shall be adopted annually by the Board and shall not exceed one-hundred-eighty-three (183) teacher attendance days.

8.2 Length of Teacher Day

The student day at the elementary schools will begin at 8:40 a.m. and end at 3:25 p.m., and the elementary teacher day will run from 8:20 a.m. to 3:35 p.m., with a 55 minute lunch. The student day at the middle schools will begin at 8:00 a.m. and end at 3:00 p.m., and the middle school teacher day will run from 7:45 a.m. to 3:15 p.m.

Effective the 2016-2017 school year, on the student early release day each week (see Section 8.12), the student day at the elementary schools will begin at 8:40 a.m. and end at 2:25 p.m., and the elementary teacher day will run from 8:20 a.m. to 3:55 p.m., with a 55 minute lunch. Elementary school teachers shall meet from 2:40 p.m. to 3:55 p.m. The student day at the middle schools will begin at 8:00 a.m. and end at 2:00 p.m., and the middle school teacher day will run from 7:45 a.m. to 3:30 p.m. Middle school teachers shall meet from 2:15 p.m. to 3:30 p.m.

The school day for the morning Early Childhood program will run from 9:00 a.m. to 11:30 a.m. The afternoon Early Childhood program will run from 12:30 p.m. to 3:00 p.m.

LCM Directors will be afforded the opportunity to work two (2) additional days before the start of the school year in which to supervise new LMC Assistants. LMC Directors will be granted per diem pay for the additional days worked as stated above.

8.3 Traveling Employees

Any traveling teacher shall be provided with planning and lunch periods, as would any other employee. Traveling time will be scheduled to allow thirty (30) minutes between scheduled duties, whenever possible. If, on any day, the thirty (30) minutes traveling time cannot be scheduled, the teacher will be relieved of the fifteen (15) minutes before the student attendance day and after normal dismissal time requirement for that day. Such release time shall be moved to another day if it would interfere with attendance at a mandatory meeting. Employees who are required to use personal vehicles for school business shall be reimbursed at the current District rate. Adequate classroom and storage space shall be provided for traveling teachers at each building to which he/she is assigned.

8.4 Lunch Release

Teachers shall be permitted to leave the building during their lunch break upon notification to the principal’s office. The certified school nurses’ lunch period shall be mutually agreed upon by the nurse and the building principal.
8.5 Planning Periods K-5

All full-time teachers will have a maximum student contact time of twenty-six (26) hours and forty (40) minutes and a minimum planning time of two (2) hours thirty (30) minutes per each five (5) full attendance days.

In scheduling planning time, the principals will make every effort to provide each teacher with thirty (30) consecutive minutes per day. If building-wide or District-wide scheduling decisions are proposed which would necessitate a change in the above, discussions shall be held with the affected teacher and an Association representative prior to implementation, except in cases of emergency when discussions will be held as soon as possible.

8.6 Workload – Grades 6-8

8.6.1 Subjects

All full-time teachers will have a maximum student contact time of two hundred forty (240) minutes, plus a homeroom assignment, a supervision assignment, and eighty (80) minutes of planning time per day; provided, however, a teacher who serves as a team leader shall not have a supervision assignment.

The Administration may substitute a section of instruction for a supervision assignment. The teacher shall receive a pro-rated portion of the beginning salary for additional minutes of administratively approved instruction determined by dividing such approved minutes of instruction by 240 minutes. No teacher will normally be assigned more than four (4) separate course preparations. When predicated, however, by the desirability of maintaining full-time staff positions, five (5) course preparations may be assigned. The fifth course preparation may be assigned with the consent of the teacher and will only last for one (1) year.

8.6.2 Course Preparations

For purposes of this Section, course preparations are defined as subject offerings at different grade levels or in different disciplines.

8.7 Credit Year

For purposes of this Agreement, other than seniority, any teacher who has worked ninety-two (92) or more days of a school year (including paid leave days) shall be considered to have worked a full year and shall be entitled to such advancement on the salary schedule. A teacher on leave under the Family and Medical Leave Act shall have those days credited toward the ninety-two (92) days.

8.8 Class Size

The Board acknowledges the interest of the teacher in the maintenance of reasonable class size consistent with the financial and physical resources of the District. The
Superintendent or designee and another administrator appointed by him/her will meet at reasonable intervals with two (2) representatives selected by the Association President or designee to review any asserted problems in class size or make-up, and to make recommendations for remedies and/or assistance. The meeting process shall be promptly implemented when a class in any setting reaches twenty-five (25) students and at that time will include the affected teacher(s) and the principal(s).

8.9 Safe and Healthy Working Conditions

If a teacher becomes aware of a potentially unsafe or hazardous condition, the teacher shall report the situation to his/her immediate supervisor who shall promptly take reasonable steps to correct any unsafe or hazardous condition. If the problem has not been addressed in a reasonable amount of time, the teacher or Association may contact the proper outside agencies.

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.

No bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 15° F or lower, unless it is specifically required by their job description.

In the event of an emergency school or District closure, including, but not limited to, snow days, natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. For make-up days required by events that occur prior to April 1st, the District shall notify the Association no later than April 15th of the school year in question as to whether make-up days will be required and the number of days contemplated by the Board. For all make-up days required by events on or after April 1st, the District shall notify the Association as soon as possible as to whether make-up days will be required and the number of days contemplated by the Board. If make-up days are required by law, the Association shall negotiate said days with the Board of Education with such negotiations to commence and conclude as soon as is reasonably possible.

If paint, shellac, insecticides, poisons, or other chemicals are used the Employer shall apply them only at times when employees and students are not present, allowing for sufficient time for toxic effects to wear off before humans re-enter the affected area(s).

The Administration will provide the Association President with a maintenance schedule for the cleaning of all accessible vents. Mold will be removed when detected.

8.10 Teacher Assistants

Teachers are entitled to voice their concerns about their assigned Teacher Assistants to their immediate supervisor. In addition, the supervisor may ask a teacher for his or her opinion, in writing, concerning a Teacher Assistant. Although teachers shall not be responsible for any evaluation, they may be requested to attend an evaluation conference.
8.11 Lesson Plans

Principals or other evaluators may make reasonable requests that teachers provide them with lesson plans. Tenured teachers shall not be required to routinely turn in lesson plans.

8.12 Building and/or District-Wide Meeting Attendance

Meetings shall be held every Wednesday, which shall be an early release day for students (see Section 8.2). Meetings may be building- or District-based, bringing departments, grade levels, PLCs, and/or building staff together for professional development, staff meetings, and other activities. Each school year, up to four of these meetings shall be scheduled adjacent to progress reports for general clerical work determined by certified staff.

There is an expectation of professionalism on the part of the staff with regard to attendance at meetings on early release days. In order to facilitate productive and appropriate meeting experiences:

1. In June and December each year, representatives from the administration and the Association will meet to discuss the professional development plan for future early release days. This will include discussion of the best way to utilize the early release meeting days.

2. The agendas for the early release days shall be developed by building and District administrators in collaboration with teachers, and will be distributed and/or posted in advance of the meetings.

3. The Administration will make a concerted effort to conduct ancillary business via memo/email/vocemail to reduce meeting time.

4. When middle school and elementary school staff participate in 5th/6th Articulation Meetings, the thirty-minute (30) time discrepancy shall be taken as exchange time by the middle school staff. Middle school staff will collaborate with their principal to arrange when this time is to be taken.

8.12.1 Staff Meetings & CPDUs

If a teacher believes a staff meeting’s content makes the meeting eligible for CPDU credit, the teacher may petition the building principal within five (5) business days. If the building principal agrees, the building principal or designee shall complete the appropriate ISBE form and post it to the staff intranet.

8.13 Medical Issues

Certified staff, with the exception of certified school nurses, shall not be asked to assist in routine responsibilities for students with identified needs. Examples include (but are
not limited to) lifting, toileting, feeding, etc. Certified staff may be asked to volunteer to be available to assist students with identified needs in unusual circumstances. Any certified staff member who volunteers shall receive appropriate training for these circumstances.

8.14 New Teaching Hires

Both parties agree that new teachers, who have been approved for hire by the Board of Education, will have the same opportunities as all other teachers for attendance at workshops or meetings. The parties agree all will be granted either board credit or stipend for attendance. New teachers will be asked to attend three in-service days without pay or credit.

8.15 Committee/Workshop/Conference Delineations

8.15.1 District Committee

When participating as a member of a building/District 109 committee, presentations made during working hours or to the Board of Education are a continuation of the work of the committee. Therefore, no pay or board credit will be given for such work. Re-certification credit for committee participation is earned through certificate issue.

8.15.2 District Run Workshop

This is an in-house District 109 run workshop. Notification of workshops comes from the individual department and includes the following information: title and workshop description, target audience, number of seats available and compensation (board credit or curriculum pay). Re-certification credit for workshop attendance and participation is earned through certificate issue.

8.15.3 District Sponsored Workshop

This is a workshop approved for attendance by District 109, but presented by an outside agency such as the Regional Office of Education (ROE), Lake County Educational Service Center (LCESC), or the North Shore Special Education Cooperative (NSSED). Notification of workshops is given as a courtesy to all employees and is open to voluntary attendance. Board credit will be given for attendance at such workshops if they are held and attended outside of contractual working hours. No Board credit or pay will be given if a workshop is held during contractual working hours. Re-certification credit for workshop attendance and participation is earned through certificate issue.

8.15.4 National, Regional, State, and/or Local Conferences/Conventions

When attending an out-of-district event and expenses are paid by District 109, no board credit or curriculum pay will be granted. Re-certification credit is earned through certificate issue. Note: expenses incurred by District 109 and/or
by employee will be delineated before attendance approval. Expenses will be considered for reimbursement on a case-by-case basis. Re-certification credit for conference/convention attendance and participation is earned through certificate issue.

8.16 Student Showcase Night

Student Showcase Night will take place during the month of April for all pre-school through fifth grade teachers. All Certified staff will participate in Student Showcase Night. Student Showcase Night will take place for the duration of two (2) hours starting no earlier than 5:00 p.m. (except for pre-school which may start at 4:00 p.m.) and ending at 8:30 p.m. The objective of Student Showcase Night is to provide a child-led evening that gives parents an opportunity to review, reflect, and revisit the progress their child has made during the school year.

8.17 Building Staff Procedure: Building Use

Building staff shall be permitted to access the buildings on work days from 6:00 a.m. until 10:30 p.m., and from 7:00 a.m. until 7:00 p.m. during vacation periods, holidays, and/or weekends.

Staff members who enter the buildings during vacation periods, holidays, and/or weekends need to sign in and sign out so that maintenance or the police know who is or who is not in the building.

8.18 Consultant Procedure

The District may use outside consultants, who are defined as a non-employee engaged by the District to provide professional educational expertise, to assist a teacher in improving as a teacher and/or in correcting any deficiencies.

In providing such assistance, the consultant will share his/her purpose, goals, and outcomes of the consultations with the teacher. The assistance provided by the consultant may include but is not limited to:

- Modeling by the consultant for the teacher(s);
- Demonstrating lessons by the consultant for the teacher(s);
- Consulting with a teacher(s); and
- Observing by the consultant of the teacher(s) conducting a lesson.

Teachers will be consulted in developing a schedule, in an attempt to find a mutually agreeable time. Teachers will be notified in advance when a consultant will be visiting their classroom.

Consultants who work throughout the District will be apprised of the confidentiality expectations of District 109.
Questions or concerns by the consultant about a teacher’s consultation will be addressed first directly with the teacher prior to any additional consultation with the Administration.

Any and all evaluative information will be used solely for the purpose of improvement of curriculum and instruction and will not be used as a part of formal evaluation. This provision shall not be construed to preclude the District from using information regarding misconduct for the purpose of taking disciplinary action.

8.19 Grade Entry

By September 1st of each school year, the Board will notify all teachers of the grade report submission deadlines for the year. Separate deadlines may be established for the following two groups of teachers: (1) kindergarten through fifth grades and (2) sixth through eighth grades. However, the deadlines within each group shall be uniform across the District.

8.20 Grade Integrity

Every effort shall be made to consult with the involved teacher before any change is made in a grade for which the teacher is responsible. The teacher must be notified if an administrator access a teacher’s grade book. The teacher shall be notified of any grade changes that are made and the reasons for such change. If such change is made, the person making the change shall assume responsibility for determining the grade and shall initial such change.

8.21 Classroom Preparation

Teachers shall receive a minimum of two (2) hours for preparing the physical space of their classrooms on one of the Institute Days prior to the planned student walk through day.

8.22 Last Day of School

Student attendance on the last day of school shall be required for half the normal instructional day or the minimum number of instructional hours required for the day to count as a student attendance day under the law, whichever is greater. The parties to this agreement may agree to extend the student day in any school year.

Teachers shall be required to be in attendance until the end of their regular work day as set forth in Section 8.2 of this agreement. The use of the teacher time, after students are released, shall consist of any work necessary to prepare their room for the summer and other reasonable duties necessary for preparing the school for the summer recess that are assigned by the building Principal.
ARTICLE IX – SENIORITY

9.1 Definition of Seniority

Seniority is the length of the teacher’s service starting with the first day on which duties are performed within the District. From August 16, 1985, forward, part-time service will be counted pro rata.

9.2 Breaking of Ties

In the event seniority as defined above is equal, the date of earliest hiring (date contract is approved by the Board) shall prevail. Between those hired on the same date and who begin duties on the same date, order of listing in the official Board meeting minutes shall prevail.
ARTICLE X – EVALUATION

10.1 Teacher Evaluation Plan

The Evaluation Plan Committee, which shall be composed of an equal number of Board and Association representatives, shall annually review the previously developed Successor Teacher Evaluation Plan (STEP). This Committee shall constitute the District’s PERA evaluation committee in order to finally develop, approve, and implement the student growth component for the 2016-2017 school year. The STEP shall conform to the State’s statutory mandates for teacher evaluation plans including the student growth component.

The student growth component of the STEP shall be piloted (i.e., used on a temporary trial basis) for the 2015-2016 school year. However, the student growth component shall not be used to determine the official teacher ratings until required by law unless the parties mutually agree otherwise for the 2015-2016 school year.

A copy of the STEP shall be provided to each staff member during his/her Evaluation Plan Procedure Meeting. Additional copies shall be available on the District 109 portal.

The STEP and this Article, with the exception of Sections 10.2, 10.3, 10.4, and 10.5, shall not be subject to the grievance procedure of this contract.

10.2 Evaluation

10.2.1 Notification and Frequency

10.2.1.1 The building principal or appropriate supervisor shall acquaint each staff member tentatively under his/her evaluation caseload with the procedures that guide the evaluation process. This meeting will provide everyone in attendance with the complete evaluation plan, performance rating information, an overview of the evaluation procedures and timelines, and the tentative name of the evaluator who will be responsible for the evaluation of a staff member’s performance in an on-cycle year. This meeting will take place at the monthly staff meeting in April or, effective the 2016-2017 school year, the April early release Wednesday, or within four (4) weeks from the date on which employment actually begins for staff members hired after the school year begins. Staff members who are hired prior to the beginning of the school year will participate in the Evaluation Plan Procedures Meeting as part of New Teacher Orientation. A final list of who will be responsible for the evaluation of a staff member’s performance in an on-cycle year will be produced prior to the September staff meeting or, effective the 2016-2017 school year, the September early release Wednesday.
10.2.1.2 Notification shall be given to the teacher if the assigned evaluator is changed, is unavailable, or an additional evaluator is to be used.

10.2.1.3 A full-time non-tenured teacher or a first through fourth year part-time non-tenured teacher will receive an evaluation at least in accordance with the schedule listed below:

<table>
<thead>
<tr>
<th>FT/PT Years</th>
<th>Minimum Number of Formal Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 2</td>
<td>2</td>
</tr>
<tr>
<td>3 &amp; 4</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Number of Informal Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

The Administration exercises the management right to determine how many additional formative observations may be required for full-time non-tenured teachers and first through fourth year part-time teachers. A teacher may, if desired, request one (1) additional formative observation in Years 1 and 2, and up to two (2) additional formative observations in Years 3 and 4.

10.2.1.4 Tenured teachers and fifth year or more part-time teachers will receive an evaluation once every two (2) years with informal and formal observations at least in accordance with the schedule listed below. If a need is seen for more frequent formal observations and/or an additional evaluation by the evaluator, the teacher shall be notified and given the reason for such more frequent formal observations. The teacher may also request more observations if desired.

<table>
<thead>
<tr>
<th>Tenured or PT 5+</th>
<th>Minimum Number of Formal Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

Information resulting from formal observations, informal observations, and data will be used in completing the teacher’s evaluation report. If there are issues that occur or develop during the off year in the evaluation cycle, those issues should be addressed within that off year. However, any issue that is addressed in an off year per the above can appear in an evaluation year.

10.2.1.5 A professional development plan (PDP) shall be implemented for any teacher who receives an overall rating of Needs Improvement. A teacher shall be evaluated each year until the teacher receives a rating of Excellent or Proficient at which time the teacher shall return to an evaluation cycle of once every two (2) years.
10.2.1.6 New teachers hired after the beginning of the school term but prior to the first (1st) of December will be subject to these procedures. Those who are hired (begin actual teaching) on or after December 1st are subject to these procedures with extension of final evaluation to June 1st.

10.2.1.7 All probationary staff members are eligible to receive any of the ratings under the evaluation instrument.

10.2.2 Early Feedback from Evaluator

In order to provide a staff member with the optimum opportunity to improve or correct any deficiencies, the evaluator shall provide any concerns that may affect a staff member’s final summative rating of professional practice in writing, whether personally observed by the evaluator during a walk-through observation, informal observation, formal observation, or reported to the evaluator, within a reasonable time after observation or receipt of such report. This requirement may be satisfied by any written instrument, including, but not limited to, a notice of deficiency; suggestion for improvement; comment on performance or conduct; observational reports; complaint from a parent, student, community member, or another employee; or any written form of discipline. The evaluator is not prohibited from raising any issue merely because similar conduct or performance issues occurred in the past.

10.2.3 Evaluation Personnel

The building principal has the authority and responsibility to organize and direct all evaluation activities within his/her building. In the case of a traveling teacher, a single evaluator may be assigned, with the Administration retaining the right to assign multiple evaluators. If multiple evaluators are assigned, notification will be provided to the staff member as provided in Section 10.4.1.2 of this Article.

10.3 General Procedures

10.3.1 A formal observation must last for one class or lesson period or a mutually agreed upon allotment of time.

10.3.2 After the written final summative review has been discussed, it shall be signed and dated by both parties and each shall have a copy at that time. The teacher’s signature does not necessarily indicate agreement with the information but, rather, signifies awareness of the content.

10.3.3 If the teacher disagrees with the written information, he/she may submit a written rebuttal to the evaluator and the Superintendent within ten (10) school days of the conference. Such rebuttal will be appended to the file copy following acknowledgment by the Superintendent.
10.4  Teacher Job Description Availability

10.4.1 A teacher will be given a copy of his/her job description only if it is changed, or upon hiring.

10.4.2 Each job description shall list all certifications and other qualifications to hold the position assigned.

10.4.3 All job descriptions will be available on the District 109 Portal.

10.5 Unsatisfactory Evaluation

10.5.1 Within thirty (30) school days of receiving a rating of Unsatisfactory, the development by the District of a remediation plan shall be initiated, which shall be designed to correct the areas identified as Unsatisfactory, provided the deficiencies are deemed remediable.

10.5.1.1 The remediation plan shall provide for a period of remediation of ninety (90) school days immediately following the teacher’s receipt of a remediation plan based on an Unsatisfactory evaluation.

10.5.1.2 Evaluations shall be conducted, at a minimum, at the mid-point of the remediation period and at the final point of the final remediation period, culminating in an overall rating. Such evaluations shall be conducted by a qualified administrator.

Failure to strictly comply with the time lines for the required evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.

10.5.1.3 The remediation plan shall provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the ninety (90) school day remediation plan by receiving a Satisfactory or Proficient or better rating, unless the District’s plan requires more frequent evaluations.

10.5.2 Participants in the remediation plan shall include the teacher deemed Unsatisfactory, a qualified evaluator, and a consulting teacher meeting the statutory qualifications and selected by the evaluator from a list of at least five (5) candidates selected by the Association. The remediation plan may also include the participation of other personnel to assist in correcting areas identified as Unsatisfactory. The final decision as to the evaluation shall be done solely by the evaluator.

10.5.3 Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of teachers and shall not be subject to the guidelines and procedures relating to those evaluations. The evaluator
may, but is not required to use the forms provided for the annual evaluation of teachers.

10.5.4 Teacher under remediation may request another qualified evaluator, provided a qualified evaluator is available, to participate in the remediation plan. The teacher’s request must be submitted in writing to the Superintendent.

10.5.5 Consulting Teacher

10.5.5.1 The participation of the consulting teacher shall be voluntary.

10.5.5.2 The qualified consulting teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five (5) years of experience in teaching, and has a reasonable familiarity with the assignment of the teacher being evaluated. Where no teachers who meet these criteria are available within the District, the District shall request and the State Board of Education shall supply, to participate in the remediation process, an individual who meets these criteria.

10.5.5.3 The consulting teacher shall be chosen from a list developed by the District, or, in Districts with an exclusive bargaining agent, the bargaining agent may, if so chooses, supply a roster of at least five (5) qualified teachers from which the consulting teacher is to be selected, or the names of all teachers so qualified if that number is less than five (5). In the event of a dispute as to qualification, the State Board shall determine qualification.

10.5.5.4 If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.

10.5.5.5 The consulting teacher shall provide advice to the teacher rated as Unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.

10.5.5.6 The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.

10.5.5.7 The consulting teacher shall be informed, through conferences with the qualified administrator and the teacher under remediation, of the results of the evaluations conducted pursuant to the remediation plan in order to enable the consulting teacher to provide assistance to the teacher under a remediation plan.

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10.5.5.8 Any teacher selected as a consulting teacher and working in conjunction with the District will be provided protection under Section 10-20.20 of the School Code as follows:

§ 10-20.20. Protection from Suit. To indemnify and protect school districts, members of school boards, employees, volunteer personnel authorized in Sections 10-22.34, 10-22.34a and 10-22.34b of this Code, mentors of certified staff as authorized in Article 21A and Sections 2-3.53a, 2-3.53b, and 34-18.33 of this Code, and student teachers against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the board or related to any mentoring services provided to certified staff of the school district. Such indemnification and protection shall extend to persons who were members of school boards, employees of school boards, authorized volunteer personnel, mentors of certified staff, or student teachers at the time of the incident from which a claim arises. No agent may be afforded indemnification or protection unless he was a member of a school board, an employee of a board, an authorized volunteer, a mentor of certified staff, or a student teacher at the time of the incident from which the claim arises.

10.5.5.9 Upon appointment, the consulting teacher will meet with the teacher under remediation and the appropriate administrator to develop the remediation plan, including provision for the participation of the consulting teacher.

10.5.5.10 The parties will agree on appropriate release time for the consulting teacher. The compensation will be $750.00 per remediation period.

10.5.5.11 The consulting teacher assignment may be terminated at any time by the consulting teacher or the teacher under remediation, provided the consulting teacher shall continue to perform his/her duties until a replacement is selected.

10.5.5.12 No consulting teacher who has been assigned to a particular teacher under remediation will be called to testify in a dismissal proceeding of the teacher under remediation.

10.5.6 Any teacher who fails to complete the ninety (90) school day remediation plan with a Proficient or better rating shall be dismissed in accordance with Section 24-12 of School Code.
ARTICLE XI – VACANCIES, TRANSFERS, AND ASSIGNMENTS

11.1 Standards for Making Assignments, Transfers, and Filling Vacancies

The Board shall not make a change in an assignment that constitutes a transfer, make a transfer, or fill a vacancy in an arbitrary or capricious manner but rather shall take action based upon consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience. Length of continuing service with the District will not be considered a factor, unless all other factors are determined to be equal.

11.2 Posting Vacancies

The Deerfield #109 Department for Human Resources homepage will be the official posting site of all job vacancies including but not limited to DEA, DESSA, administration and at-will employees. Vacancies specific to positions defined within this agreement shall be posted on the website ten (10) calendar days prior to being filled. If the website is unavailable for a period of 48 hours or more, the job vacancy list will be distributed to each employee via email by the Department for Human Resources. During summer months any new vacancies posted will be emailed to staff to his/her district assigned email account.

11.3 Vacancies

No qualified teacher applying for a vacant position shall be denied an interview.

11.4 Transfers

11.4.1 A transfer is a change in building, grade level, or subject matter assignment. An involuntary transfer is a transfer without the consent of the teacher.

11.4.2 Should an employee wish to be transferred, such desire shall be communicated to the Superintendent in writing. If a teacher has requested transfer to another position or building his/her request shall be considered along with any other candidate(s) for the opening(s). Voluntary transfers will not be honored during the school year unless such transfer is determined by the Administration to be in the best interest of the students. If a teacher is denied a voluntary transfer request to an open position, he or she shall be given the written reason(s) for the decision upon submitting a written request therefore.

11.4.3 The Board acknowledges that involuntary transfers should be avoided except when primarily used to make more efficient and appropriate use of staff to conduct instructional programs and activities. In addition to the factors stated in Section 11.1 of this Article, the Board will consider the professional interests and concerns of the teacher as well as the needs of the school district.

11.4.4 The appropriate administrator shall inform the affected teacher of the proposed transfer, and, upon the request of the teacher who is directly affected by the
transfer, confer with the teacher, who may be accompanied by an Association representative. Except in the case of change in enrollment, creation of a new position or a vacancy created by death, disability, resignation, or leave of absence, the teacher shall be so informed at least twenty-one (21) calendar days before a final decision is made. In such cases, a teacher may request a conference at which the teacher and Association representative may make alternative proposals concerning the transfer and possible retransfer in the future. Any agreements reached regarding retransfers may be put in writing and may take precedence over seniority rights. After the conference(s), the appropriate administrator shall make the final decision on the transfer. If the final decision is to transfer the teacher, the teacher shall be promptly notified in writing by the appropriate administrator who shall meet with the teacher within two (2) working days of the receipt of the request for a conference. If the change is unacceptable to the teacher, he/she may either request a one (1) year leave of absence in accordance with Article XIII, Section 13.6 or resign.

11.4.5 A mentor will be assigned to a teacher who is transferred to an assignment in which the teacher has no prior experience upon the request of the transferred teacher; provided that, a mentor is available for the transferred teacher’s position and that priority will be given to assigning mentors to new teachers. Teachers who are assigned a mentor shall adhere to all mentor program activities.

11.5 Assignments

All teachers shall be given written notice of their assignments for the forthcoming year no later than June 3rd of the then current year. If that assignment constitutes a transfer as defined in Section 11.4.1 of this Article, the teacher shall be entitled to a conference, with representation, with the administrator making the change. If the change is unacceptable to the teacher, he/she may either request a one (1) year leave of absence in accordance with Article XIII, Section 13.6 or resign.

The Board may change assignments after June 3rd if necessitated by an emergency. For purposes of this section, an “emergency” shall be defined as a change in enrollment, creation of a new position, or a vacancy created by death, disability, resignation, or leave of absence.
ARTICLE XII – RETIREMENT

12.1 Post-Retirement Severance Pay or Post-Retirement Insurance Options

Teachers who retire and are at least fifty-five (55) years of age with ten (10) or more years of service in the District will have the option to receive post-retirement severance pay or post-retirement reimbursement for TRS Health Insurance single premiums for a period of one-hundred twenty (120) months (10 years) after their retirement date.

Reimbursement for TRS Health Insurance single premium amounts shall be capped at a maximum of $5,000 per annum for the first five (5) years (years 1-5) and capped at a maximum of $3,000 per annum for the second five (5) years (years 6-10).

If a teacher elects to take the severance option, the teacher will receive a post-retirement severance payment equal to two (2) times the severance calculation listed below, payable over a five (5) year period.

Severance calculation: One (1) day’s pay at the teacher’s base salary rate, for each year of service in District 109 not to exceed thirty (30) years (i.e., thirty [30] days base salary to be the maximum).

12.2 Life Insurance

Teachers who retire with ten (10) or more years of service in the District may continue in the District life insurance program subject to existing policy provisions until age seventy-five (75) at his/her own expense.

12.3 Retirement Incentive

12.3.1 Eligibility

Any teacher meeting the following conditions shall be eligible to participate in the retirement incentive program provided for in this section:

1. At least fifteen (15) years of service in the District as of the last day of the school term; provided, however, involuntary reduction by the Board of a tenured teacher to a part time status shall not be considered interruption of full time service under this sub-section.

2. At least fifty five (55) years of age as of the last day of the school term and eligible for and accepted by TRS for an age retirement benefit.

3. Has submitted the application provided for below.

12.3.2 Application

Not later than the respective dates specified below, each teacher must submit an application for participation in the retirement incentive program containing the teacher’s acceptance of the terms of this program and the teacher’s written,
irrevocable resignation effective at the close of the school term in which the application is made, conditioned only on the teacher’s acceptance into the retirement incentive program. Once the application is accepted, the resignation cannot be revoked, except by mutual agreement of the teacher and the Board. Teachers receiving the retirement incentive will be ineligible to receive tuition reimbursement.

12.3.3 Benefits

12.3.3.1 Retirement Incentive

Any teacher who meets the eligibility requirements and submits an application in accordance with Articles 12.3.1 and 12.3.2 shall be entitled to the following retirement incentives, but only if there is no penalty and/or payment due from the Board to TRS.

In addition to any other eligibility requirements provided for in this Agreement, the teacher must meet the following criteria:

The teacher must not have received an increase in creditable earnings of greater than three percent (3%) in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called “look back”).

The Board reserves the right to waive the above criteria on a non-precedential basis with the agreement of the Association.

Retirement Incentive Benefit: Eligible teachers shall receive, in lieu of regular scheduled compensation, a three percent (3%) increase each school term over the prior school term’s base salary plus, if applicable, National Board Teacher Certification stipend (see Section 15.7) for each school term to a maximum of each of the teacher’s last four (4) consecutive school terms of employment (alternatively, three (3) school terms, two (2) school terms or one (1) school term) provided the teacher has submitted a written and irrevocable letter of resignation on or after January 1st but no later than February 1st of the school term immediately prior to the school term in which payment of the retirement incentive is to commence, with said resignation to be effective the end of the teacher’s final school term. After a teacher has submitted his or her written, irrevocable letter of resignation, the teacher shall not be removed from a stipend position for an arbitrary or discriminatory purpose. In the event that state statute is changed to allow a retirement incentive greater than three percent (3%), without penalty to the employer, the retirement incentive benefit set forth in
this provision shall be increased to the greatest number allowed by law, but not to exceed six percent (6%).

12.4 Should the Legislature change the *Illinois Pension Code* by:

1. Changing any other existing age retirement benefit; or,
2. Enacting new or different age retirement benefits, then this contract, Article XII, shall be open for negotiation by demand of either party, provided such demand is made within thirty (30) days prior to or subsequent to the effective date of such legislation.

12.5 Individual Retirement Agreement

The District and the teacher shall, in an individual retirement agreement of the form attached hereto as Appendix D, memorialize the retirement benefits elected by the teacher, which agreement shall be subject to approval by the Association.
ARTICLE XIII – LEAVES

13.1 Sick Leave (12 days/13 days/14 days)

13.1.1 All full-time teachers shall be granted sick leave in the amount of twelve (12) work days at full pay during each year. Teachers who have completed ten (10) years of full-time service in the District shall be granted one (1) additional sick leave day per year for a total normal annual allotment of thirteen (13) work days at full pay beginning the eleventh year. Teachers who have completed twenty (20) years of full-time service in the District shall be granted one (1) additional sick leave day per year for a total normal annual allotment of fourteen (14) work days at full pay beginning the twenty-first (21st) year and each year thereafter. If the full amount of annual sick leave thus allowed is not used, the unused amount shall accumulate to an unlimited maximum.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the teacher’s immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, persons residing in the same household and legal guardians.

For purposes of this Section, “birth” shall include not only the actual birth but also any disability of the mother or child due to birth. Parental leave for child-rearing shall be available in accordance with the terms of Section 13.5 of this Article.

For purposes of this Section, “adoption” and “placement for adoption” shall include those activities reasonably related and essential to the process for adoption or placement for adoption, including travel time where necessary.

13.1.2 Voluntary Donation of Sick Days Program

All members of the Association Bargaining Unit are eligible to participate. This program does not extend beyond the Association Bargaining Unit. An employee can only request donation of additional sick leave when sick leave is needed due to the medical needs of the employee or a member of his/her immediate family as defined in Section 13.1.1 of this Article.

Participation, either as a donor or recipient, is voluntary.

Each employee will be limited to donating a maximum of two (2) full days per year.

Employees must have used all of their regular sick leave and all of their personal days to be eligible to request and receive donated days.
Employees who have accumulated supplemental sick leave days may choose to use those days before asking for donated days.

**Procedure**

1. An employee who has used all of his/her sick leave and personal days and needs additional leave must request to use donated sick leave by contacting the Assistant Superintendent of Human Resources. The employee will be asked to allow his/her name to be released to the members of the Association Bargaining Unit as part of the request for donations. The employee may choose to allow release of his/her name or not. Requesting a donation does not guarantee results.

2. The Assistant Superintendent for Human Resources will send an email to all members of the Association Bargaining Unit soliciting donations. This email will identify the employee in need and ask potential donors to respond. No additional information regarding the nature of or reason for the request will be given.

3. Employees willing to donate will respond by email indicating their willingness to donate either one (1) or two (2) days. If no number is indicated, it will be assumed to be an offer of one (1) day.

4. The Assistant Superintendent for Human Resources will transfer leave from donor(s) to recipient in the order the offers are received, beginning with one (1) day each until the need is fulfilled. If necessary, a second round of transfers will be made from those offering a second day. The second round will also be executed in the order received.

5. The Assistant Superintendent for Human Resources will notify each potential donor of the status of their donations: accepted, one (1) day transferred; accepted, two (2) days transferred; not needed at this time, no days transferred. The Assistant Superintendent for Human Resources will also notify the employee requesting the donation of the status of their request.

6. Donations will be accepted up to ten (10) teacher work days following the distribution of the solicitation from Human Resources.

**13.2 Supplemental Sick Leave – Tenured Teachers**

13.2.1 Supplemental sick leave is an additional type of sick leave intended as an added protection for full-time tenured teachers who may become seriously ill or disabled. It is intended for catastrophic injuries or illness or severe medical problems which require hospitalization or extensive medical care. Supplemental sick leave differs from ordinary sick leave in that the teacher must be authorized to use this supplemental sick leave by the formal action and approval of the Board of Education on recommendation of the Superintendent.
13.2.2 Supplemental sick leave will not be allowed to be used until all accumulated ordinary sick leave has been used, and there exists a serious illness or disability on the part of the teacher that prevents the teacher from performing his/her duties for a period of five (5) or more consecutive school days. Teachers who wish to apply for supplemental sick leave must make the request to the Superintendent in writing and the request must be accompanied by a signed statement from a licensed physician that documents the nature and extent of the illness or disability. If the Board of Education deems it necessary or desirable to obtain additional medical testimony or documentation, they may require a second opinion from a physician at the Board’s expense.

13.2.3 All full-time teachers, upon reaching tenure status, and for each year of tenured service, will be granted ten (10) days of supplemental sick leave, with use subject to the Board approval as set forth in Section 13.2.1 above. If the full amount of annual supplemental sick leave thus allowed is not used, the unused amount shall accumulate to a maximum available supplemental sick leave of ninety (90) days at full pay. If any or all of the supplemental sick leave is used, it will again be allowed to continue to accumulate to the ninety (90) day maximum.

13.2.4 Teachers who have used all of their accumulated sick leave and their supplemental sick leave would be eligible to make application for a leave of absence in accordance with Section 13.6 of this Article.

13.2.5 If a teacher has been denied temporary disability benefits under the Teacher Retirement System, such teacher shall immediately return to duty with the District. If the teacher does not so return to duty, the Board of Education will take the necessary steps to terminate the teacher’s employment.

13.3 Personal Leave

13.3.1 At the beginning of the school year, each teacher shall be credited with two (2) days to be used for personal reasons. A personal day may be used for any purpose at the discretion of the teacher.

13.3.2 If the full amount of personal leave thus allowed is not used it may accumulate to ten (10) days. Unused amounts of accumulated days in excess of the ten (10) shall be placed in the individual’s sick leave account, except that such excess days accumulated prior to the 1987-1988 school year shall remain in the teacher’s personal leave account. A teacher may transfer his/her accumulated personal leave to accumulated sick leave at any time.

A personal leave of more than two (2) consecutive school days may be taken by a teacher only once during any one school year and a personal leave of more than four (4) consecutive school days only once in any two (2) consecutive school years.
13.3.3 A teacher shall make the request forty-eight (48) hours in advance of the time he/she expects to be away except in the case of an emergency. No reason need be given.

13.3.4 Personal Leave shall not be used during the first or last week of the school year nor the day prior to or immediately following holidays except in the case of an emergency or significant life event. Examples of significant life events include:

- Taking children to and from college;
- Family weddings;
- Bar Mitzvah (Bat Mitzvah) in the family;
- Graduations in the family;
- Child’s first day of kindergarten or in a new school (not to include elementary, middle school or high school where the child is already a student) if such day does not occur on the first day of student attendance for District 109;
- Baptisms, confirmations, and similar religious rites in the family.

13.3.5 The number of persons allowed to be absent for personal leave on a given day shall be determined by the number of professionally certified staff providing service to that building. Buildings with forty (40) or less will be allowed five (5) absences on a given day. Any buildings with forty-one (41) or more will be allowed six (6) absences on a given day. In the event of an emergency, this limitation shall be waived. Teachers in such a situation may be required to give the reason for the emergency.

13.3.6 If a teacher is on approved leave and school is cancelled due to weather or other acts of God then the teacher shall not have that day deducted from his/her leave account.

13.4 Professional Leave

Subject to the Superintendent’s approval, teachers shall be granted professional days without loss of pay or benefits to attend conferences, conventions, or workshops or to visit other schools or other programs beneficial to the teacher or the District. If the Superintendent disapproves the request, the employee shall be given written reasons for the disapproval. Workshops and other meetings, to which the Board intends to send representatives, shall be made available to all employees. If enrollment is limited, teachers shall be chosen on a rotating seniority basis.

13.5 Parental Leave for Child Rearing

For a given appropriate occurrence, a tenured teacher may choose any of the following options, provided the teacher meets the eligibility requirement(s) of the chosen option:

13.5.1 Paid sick leave pursuant to Section 13.1 of this Article.
13.5.2 Supplemental sick leave pursuant to Section 13.2 of this Article.

13.5.3 Leave pursuant to the *Family and Medical Leave Act of 1993*. (May be in conjunction with paid sick leave, i.e., up to twelve [12] weeks of sick leave may be used for Family Medical Leave.)

13.5.4 Unpaid Parental Leave

The teacher shall be granted an extended unpaid parental leave (Unpaid Parental Leave) without pay or other benefits, subject to the following conditions:

13.5.4.1 Normally, the teacher shall advise the Superintendent or his/her designee of her pregnancy no later than the fourth month of pregnancy. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.

13.5.4.2 Application shall be made in writing to the Superintendent or his/her designee at least ninety (90) calendar days prior to the anticipated birth of the child.

13.5.4.3 The teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction, medical factors, and the pertinent time factors.

13.5.4.4 When Unpaid Parental Leave has been granted under this section, tenure shall not be interrupted. The teacher shall re-enter the salary schedule at the step next after that occupied at the time Unpaid Parental Leave was granted, provided the teacher has worked at least a semester or ninety (90) days during the school term for which salary credit is granted.

13.5.4.5 The tenured teacher may maintain medical insurance by making timely payments of all premiums to the District business office or elsewhere as may be directed.

13.5.4.6 Any teacher on Unpaid Parental Leave shall notify the Superintendent in writing no later than sixty (60) days before the end of the school year of his/her intent to return the following school year.

13.5.4.7 A male, tenured teacher shall be entitled to Unpaid Parental Leave. The Unpaid Parental Leave shall be subject to all of the applicable notice and other requirements as set forth in this Section.
13.5.4.8 Upon return, the teacher(s) shall be returned to his/her former position, seniority permitting, or if the position no longer exists, to a mutually agreed upon position. Such return rights shall be applicable for teachers returning at the beginning of the school year following the year in which the leave commences. If the leave extends an additional school year, the teacher shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary or middle school) and the same grade for elementary or subject area assignment for middle school.

13.5.5 Adoption Leave

Any tenured teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. 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 the delivery of the child. This paragraph shall not be applicable to the adoption of a child of six (6) years of age or older. Adoption leave is subject to all applicable provisions of Section 13.5.4 (Unpaid Parental Leave). In addition, the teacher may choose, at his or her option, to use sick leave concurrently for adoption or placement for adoption to the extent permitted in accordance with the terms of Section 13.1.1 of this Article.

13.6 Leave of Absence

The Board may grant a leave of absence without pay for any purpose deemed appropriate. Such leave may be conditioned in such manner as the Board may elect.

13.7 Jury Duty

Any Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or any other benefits. Any compensation the teacher receives beyond mileage or meal reimbursement shall be reimbursed to the District.

13.8 Sabbatical Leave

Sabbatical leave may be granted under the following conditions:

13.8.1 Sabbatical leave may be granted to teachers for the purpose of graduate study or foreign travel.
13.8.2 Applications for such leave will be accepted between January 1st and April 1st for the ensuing year, and acted upon between April 1st and April 15th by the Board of Education and the Superintendent.

13.8.3 The number of leaves per year may be limited to a maximum of two (2).

13.8.4 All other conditions for sabbatical leaves shall be in accordance with the School Code.

13.9 Job Sharing Leave

13.9.1 Purpose

Job sharing as defined in this section is a voluntary program providing two (2) teachers (one [1] teacher must be tenured) the opportunity to share one (1) full-time equivalent teaching position. The non-tenured teacher will not accrue time toward tenure during a job share.

13.9.2 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 1st of the year preceding the school year for which the leave is requested.

It shall be the responsibility of each job sharing applicant to inform his/her immediate supervisor of their intent to apply for job sharing leave. Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to their building principal who will review the plan for any concerns. The responsibilities of an assignment by the participants may be divided according to a plan designed by the participants, with concurrence of the principal(s). The job sharing plan shall include, but not be limited to, communication plans regarding academic, behavioral, emotional and social needs of individual students, division of teaching responsibilities, schedule of work hours and/or days, shared planning times, substitution procedures, attendance at meetings, institute days, in-service days, open houses, parent conferences, field trips, and other teaching responsibilities.

Based on a favorable recommendation from the building principal, the application shall be forwarded to the Board of Education for its consideration. The approval or rejection of the job sharing application shall be determined by the Board by April 1st following the request. The parties agree that any inadequacies in the information provided in the application/proposed plan shall not constitute a basis for rejection of the plan. In this event, the plan shall be returned to the applicants for clarification and resubmission. If denied, the teachers requesting the job share shall receive a written response from the Superintendent stating the reason for the Board of Education’s denial.
13.9.3 Salary Credit Allowable

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. Participants in job sharing positions shall receive salary step advancement pursuant to Article XIV, Section 14.1.

13.9.4 Length of Leave

The length of a job sharing leave shall be for one (1) school year and may be renewed by the Board no later than April 1st if a request to renew is made by the participants prior to March 1st. 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.

13.9.5 Seniority

Teachers participating in the job-sharing program as set forth in this section shall accrue seniority in proportion to the time worked.

13.9.6 Insurance and Leave Benefits Availability

Participants in job sharing positions will be responsible for the cost of their own fringe benefits on a prorated basis.

13.9.7 Return from Job Sharing Leave

Participants in a job-sharing program shall submit written notice by March 1st of their intent to return to full-time employment. Upon return the teacher(s) shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position. Such return rights shall be applicable for two (2) years. If the leave extends for more than two (2) years, the teacher shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary or middle school) and the same grade for elementary or subject area assignment for middle school.

13.9.8 Additional Leave Request while on Job Sharing Leave

The Deerfield Educational Association, IEA-NEA, and the Deerfield School District 109 Board of Education agree in reference to Section 13.9 of this Article (Job Sharing Leave) that if either one of the job sharing participants cannot complete the terms of agreement due to another leave request, the following protocol will be followed:

- The remaining teacher will be given the opportunity to work full time.
If the remaining teacher declines, then the Board of Education will attempt to fill the vacancy for the teacher leaving the job share with substitute acceptable to the Board of Education.

If such a substitute cannot be secured, the remaining teacher will be informed and given the following two options:
1. Return to work full time, OR
2. Go on full un-paid leave for the balance of the school year so that a full time, long-term substitute may finish the school year.

The modification does not negate the rights under Section 13.9.7 of this Article (Return from Job Sharing Leave), nor does it affect tenure status.

13.10 Military/Reserve Leave

Teachers shall be granted leave for military service in accordance with the provisions of the Illinois School Code.

13.11 Compensatory Time

13.11.1 Instrumental music teachers shall receive two (2) days in compensatory time per year. These days shall be selected collaboratively with the principal and shall not be taken consecutively.

13.11.2 Cross-categorical teachers (psychologists, social workers, and guidance counselors and speech pathologists) shall receive compensatory time for required meetings, beyond two (2) per week, held outside the workday. Required meetings shall include IEP and MDC meetings. Compensatory time shall accumulate at a rate of one (1) hour for each hour spent in these meetings. This time shall be used in blocks of one full school days and must be scheduled with the principal at least five (5) days in advance. This compensatory time shall accumulate for up to a period of five (5) months, may only be used in one day increments and shall not count against personal or sick leave and will not be used for additional retirement credit.

13.12 Records Day and Diagnostic time for Speech-Language Pathologists

13.12.1 Speech-language pathologists, depending upon their building placement, shall receive records day per quarter or trimester prorated to their FTE (full time equivalency) separate from the days of annual reviews and MDC meetings, for purposes of testing, scoring, updating IEPs, or preparing for MDC’s. These days shall be scheduled in collaboration with the principal. If a speech-language pathologist is assigned to more than one building the records day shall be decided collaboratively with both principals.

- Middle School: one (1) day per quarter;
- Elementary School: one (1) day per trimester.
13.12.2 Speech-language pathologists shall have one (1) hour of diagnostic time scheduled per week. However, if there are no diagnostics to be done in a given week, this time shall be student contact.

13.13 Bereavement Leave

Any teacher covered by this contract shall receive a bereavement leave with pay for any death in the family not to exceed two (2) days per school year. Unused bereavement leave may not accumulate.

13.14 Military Deployment Family Leave

Any teacher who has a parent, spouse, or child (or such relationship as a result of legal guardianship), who is deployed to an out-of-state post as a result of the order of the Governor of any State or the President of the United States shall be permitted to use up to two (2) sick leave days to the extent available from his/her personal leave account. Such use shall be available for use thirty (30) days immediately prior to, thirty days immediately after or anytime during each separate deployment. The teacher shall provide the Superintendent or designee with written advance notice of at least five (5) work days except in cases of emergency, in which case notice shall be provided as soon as possible. The teacher shall also provide appropriate documentation to the Superintendent or designee to initiate the provisions of this Article. It shall be the responsibility of the teacher to keep the Superintendent or designee fully informed of the status of the deployment and any changes to its date as they become known.

In addition, for those teachers who request to use their available personal leave for military deployment family leave, the restrictions on use contained in Sections 13.3.4 and 13.3.5 of this Article shall be waived for such use.
ARTICLE XIV – SALARY AND FRINGE BENEFITS

14.1 The salary schedules and extra duty schedules for the 2019-2023 through 2022-2023 school years are attached as appendices to this agreement (Appendix B and Appendix C, respectively), all appendices being incorporated into this Agreement. All teachers on the schedule shall be annually granted step advancement on the salary schedule, except as provided below.

Teachers off schedule who are on Lanes V and VI shall receive a salary increase of 2.5% in each of the 2019-2020 through 2022-2023 school years. Teachers off schedule who are on Lanes I through IV shall receive a salary increase of 1.5% in each of the 2019-2020 through 2022-2023 school years. These salary increases for off schedule are based upon the teacher’s previous year’s base salary.

Any teacher, including a teacher who has elected to receive the retirement incentive in Article 12.3, who receives a summative rating of “unsatisfactory” or a consecutive summative rating of “needs improvement” on the teacher’s most recent evaluation shall have his/her base salary frozen and shall not advance either vertically or horizontally on the salary schedule until the school year after the teacher receives a summative rating of “proficient” on his/her evaluation.

14.2 If teachers work more than one-hundred-eighty-three (183) days beginning the 2019-2020 school year they shall be paid at the per diem rate.

14.2.1 Daily Wage Computation

The formula for computing the daily wage starting with the 2019-2020 school year is as follows: Applicable gross salary on the salary schedule appended hereto divided by 183 equals daily wage.

14.3 Pay Options

Payroll will be issued twice monthly for a total of twenty-four (24) pay periods per year and will be paid on the 15th and last day of each month. If a regular pay date during the school term falls on a weekend or a legal holiday, teachers shall receive their pay on the last business day prior to the normally scheduled pay date (business day shall be defined as Monday through Friday when the central administrative office is open).

A teacher who elected to be paid over twenty (20) pay periods by June 1, 2012, shall continue to be paid over twenty (20) pay periods; provided, however, the teacher reaffirms this choice by June 1st of each year and if such teacher elects to switch to twenty-four (24) pay periods at a later date, the twenty (20) pay periods option will no longer be available (i.e., cannot go back to twenty [20] pay periods at a later date).

14.4 Employee-Paid Share of Health Care Premiums

Full time employees will pay the following share of the total yearly premium of the health care program in effect:
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The Board of Education will pay premiums, less the employee contributions listed on the table as noted above, of a comprehensive Health-Accident-Major Medical program in effect in the District for full-time employees who choose to enroll. Each employee may select the option of individual or the family plan.

Benefits for Part-time Employees: The Board offers the same group insurance coverage to part-time Employees who work at least forty percent (40%) of a full-time position. The Board pays a pro-rated amount of the benefit premium equivalent to the percentage of time the part-time employee works.

14.5 The Board of Education will pay the premium for a $75,000 group term life and accidental death and dismemberment insurance policy in accordance with the plan in effect in the District. In addition, a teacher shall have the option to purchase at cost additional group-term life insurance coverage for his/her self, dependents, and “spouse” subject to existing policy provisions until age seventy-five (75).

14.6 The Board of Education will pay sixty percent (60%) of the individual teacher’s premium for dental insurance, in accordance with the plan in effect in the District. Dependent coverage will be available at the teacher’s expense.

14.7 For a tenured teacher who has completed fifteen (15) years or more of continuous employment, the Board of Education will pay 0.5% of their TRS contribution.

14.8 Joint Insurance Committee

The Board and the Association shall establish a permanent Joint Insurance Committee which shall, upon either party’s request, meet to review any concerns or proposed changes in the insurance programs of the District. Each party will name six (6) representatives to the committee. The committee shall meet at least once every six (6) months. Any decisions and recommendations of the committee will be submitted to the Board of Education for adoption and to the Association for ratification.

14.9 Payroll deductions for professional dues, credit unions, labor unions, and annuity programs will be sent out within ten (10) working days of the time of deduction.

14.10 Educational Benefit Cooperative (EBC)

14.10.1 Each teacher shall be given a plan document and updates promptly when they occur.
14.10.2 Upon request, the Association shall receive a report of claims filed and benefits paid in addition to a report showing the financial condition of the cooperative including investments and interest.

14.10.3 The Association shall be notified of all meetings of the Cooperative.

14.10.4 The Board will support the current practice of co-op meetings being held after school hours.

14.11 Flexible Benefits Plan

14.11.1 The Board shall maintain a salary reduction plan that meets the requirements of Section 125 of the Internal Revenue Code and Treasury Regulations. If, at any time, Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment if necessary.

14.11.2 An employee may annually elect to participate in the salary reduction plan by choosing to receive one or more of the benefits described below:

1. Premiums for group medical and/or dental insurance not paid by the Board;
2. Reimbursement for any qualified unreimbursed medical or dental care expenses including insurance deductibles, up to a maximum of $2,500 annually;
3. Reimbursement for qualified dependent care assistance up to a maximum of $5,000 annually.

14.11.3 The amounts designated cannot be changed during the plan year unless there is a change in family status or other circumstance provided in Section 125 and/or Treasury Regulations. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the staff member during the year nor carried over to a succeeding plan year, and such amounts shall become the property of the plan.

14.11.4 The amount elected will be deducted in equal amounts from the employee’s salary payments during the plan year.

14.11.5 An employee must accumulate at least fifty dollars ($50.00) of expenses before filing a claim. At the end of the plan year, currently June 30th, all remaining expenses may be claimed even if less than fifty dollars ($50.00). An employee will have until September 28th following the plan year to claim reimbursement for covered expenses incurred during the plan year.

14.11.6 Pursuant to Section 125 requirements, the Board shall not report any designated salary reductions as taxable income to any federal or state agency. However, the Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable.
14.12 Direct Deposit of Compensation

The Board shall establish a system for the direct deposit of employee compensation. Participation in this program shall be voluntary on the part of the teacher. The teacher must select direct deposit at the beginning of the school year and may not change such selection during the course of the school year. However, the teacher may change the depository during a school year. The Board shall process such deposits according to the requirements of the District’s bank so that the teacher’s account will be credited on the same dates used for issuing paychecks.

14.13 Disability Insurance

The Board will pay the premium for disability coverage that will provide an amount, that when added to TRS disability coverage, will equal seventy percent (70%) of the teacher’s annual salary at the time of disability. In the event the teacher is not eligible for TRS disability benefits, disability coverage will provide an amount equal to sixty percent (60%) of the teacher’s annual salary at the time of disability.

14.14 Student Teacher Supervision Honorarium

Any teacher who receives an honorarium from a college or university for providing teacher supervision shall be allowed to keep such honorarium.

14.15 457(b) Deferred Compensation Plan

All new bargaining members shall be automatically enrolled in the Deerfield Public Schools District 109 457(b) Deferred Compensation Plan with an initial per paycheck deduction of $25. Any bargaining unit member may opt out of the deduction upon request.
ARTICLE XV – PROFESSIONAL GROWTH

The Board encourages and supports professional growth and development of its teachers. The District rewards efforts toward professional growth in four (4) ways: movement horizontally on the salary units; partial or full tuition payment for college graduate courses; expense reimbursement for attendance at pre-approved professional workshops, conventions, or conferences; and additional salary for continuing education increments (CEI).

15.1 Horizontal Movement

The columns on the schedule are referred to as initiative units.

15.1.1 Unit No. I is equivalent to a Bachelor’s Degree.

15.1.2 Unit No. II is equivalent to a Bachelor’s Degree plus nine (9) graduate hours.

15.1.3 Unit No. III is equivalent to a Bachelor’s Degree plus eighteen (18) graduate hours.

15.1.4 Unit No. IV is equivalent to a Bachelor’s Degree plus twenty-seven (27) graduate hours or a Master’s Degree. A teacher may reach Unit No. IV without a Master’s Degree by accumulating twenty-seven (27) graduate hours past the Bachelor’s Degree. A teacher may not, however, move further than Unit No. IV until he/she has received his/her Master’s Degree. Graduate hours received prior to the completion of the Master’s Degree cannot be applied for advancement to Unit Nos. V or VI.

15.1.5 Unit No. V is equivalent to a Master’s Degree plus nine (9) graduate hours.

15.1.6 Unit No. VI is equivalent to a Master’s Degree plus eighteen (18) graduate hours.

15.1.7 Initiative units will be reviewed by the central administration and evaluated for approval or rejection. When approved initiative units have been satisfactorily completed and written evidence submitted to the Superintendent, the salary increment will be added to the teacher’s contract. Upon completion of an initiative unit during the school term the salary shall be appropriately pro-rated in accordance with the percentage of salary adjustment schedule as exists in the District’s “Graduate Course Credit/Reimbursement Form” For all pay periods following submission of a reimbursement claim. A teacher, if eligible, shall be entitled to advance horizontally no more than one (1) lane during any calendar year.

15.1.8 No more initiative units will be granted than appear on the salary schedule for the contract calendar year.

15.1.9 Initiative unit credits will be given for successfully completed pre-approved graduate coursework.
15.2 Graduate Study

One (1) credit hour will be given for each semester hour of a graduate level degree program when courses are pre-approved or are part of a pre-approved degree program awarded by a recognized institution of higher learning. Courses will be approved for tuition reimbursement and credit toward salary advancement on the salary schedule if the graduate level course or degree program is:

1. In the area in which the teacher is currently teaching, or is in the area in which the teacher is certified, or is based on teaching pedagogy; or
2. Deemed to be in the best interests of the District by the Superintendent; or
3. Part of any other program approved by the Superintendent.

15.2.1 Tuition Payment Plan

15.2.1.1 A teacher will receive fifty percent (50%) of the cost of tuition for successful completion of pre-approved graduate courses.

15.2.1.2 Teachers who are on Lanes IV or VI of the salary schedule and can no longer receive increments by horizontal progression will receive seventy-five (75%) of the cost of tuition.

15.2.1.3 A teacher on the last step of any column will receive one hundred percent (100%) tuition reimbursement for any pre-approved courses taken while on that step.

15.2.1.4 Pre-approval forms must be presented to the Superintendent and approved before the beginning of the course. When written evidence has been submitted to the Superintendent certifying satisfactory completion of the course, the applicant will be reimbursed accordingly.

15.2.1.5 A teacher will be reimbursed for all pre-approved graduate courses completed in a calendar year up to a maximum of $5,250 per calendar year. Tuition will be reimbursed in the calendar year in which proof of completion of coursework is submitted, but the reimbursement will apply to the calendar year in which the coursework was completed for purposes of determining whether the teacher has reached the maximum reimbursement amount.

15.2.1.6 A teacher may be reimbursed for critical need courses. Colleges and universities do not always have qualified graduate level instructors in identified areas of critical need. One specific area that can be singled out is that of computer education. In order for colleges and universities to meet this need, they have entered into arrangements with outside persons or firms to provide the instruction on their behalf. Subsequently, the college or university provides graduate credit through their offices. If a pre-approved course is identified as one of
critical need by the Superintendent, tuition reimbursement and salary credit will be awarded contingent upon the college or university certifying that the courses as offered, even though by an outside firm, would qualify for credit toward a graduate degree in the university.

The person applying for the approval does not have to be working toward a degree, but the college or university must certify that it would allow a person to use it toward a degree if desired. The percentage of tuition paid will conform to the already identified levels of reimbursement.

15.2.1.7 A teacher may be reimbursed for not more than one (1) pre-approved undergraduate course per calendar year.

15.3 The Board shall pay all reasonable expenses for staff members whose attendance at workshops, conventions, or conferences has been pre-approved by the Superintendent or his/her designee.

15.4 Association Notification of Workshop Approval and Reimbursement / Professional Meeting Request and Travel Expense Voucher

The Department of Human Resources will forward all copies of signed Workshop Requests and/or Professional Meeting Request and Travel Expense Voucher approvals to the Association President. The copies shall include the names of the employee, the amount requested, the amount to be reimbursed, and the appropriate signatures.

If a teacher’s request to attend a conference or workshop is denied, the responsible administrator shall provide a reason, in writing, for the denial within five days to both the teacher and the Association President. Requests for conference or workshop attendance shall not be arbitrarily and/or capriciously denied.

15.5 Continuing Education Increment (CEI)

15.5.1 The following employees will be eligible to earn CEIs:

1. Persons reaching the bottom of Lane IV, and who remain there for one (1) or more years without moving to Lane V;
2. Persons reaching the bottom of Lane VI; and
3. Persons whose educational requirements for entrance to the profession exceed Lane VI shall become eligible to earn CEIs upon reaching Step 10 of Lane VI.

15.5.2 Except as noted in Section 15.5.6 of this Article, those eligible to earn CEIs will be granted a permanent salary increase in the amount set forth in Section 15.5.4 for each nine (9) hours of pre-approved graduate credit accumulated as approved per the criteria in Section 15.2 above. For each subsequent nine (9) hours of graduate credit, an additional CEI will be granted. Courses approved for CEI credit will be reimbursed at one hundred percent (100%) of tuition,
provided the total amount reimbursed for graduate study (Section 15.2) and CEI does not exceed $5,250 per school year.

15.5.3 Hours toward a CEI begin accumulating when a person becomes eligible under Section 15.5.1 of this Article. In order for the CEI increment to be added to a contract, the hours must be completed prior to the first week in September. Upon completion of a CEI increment during the school term, the teacher’s salary shall be appropriately prorated in accordance with the percentage of salary adjustment schedule as exists in the District’s “Graduate Course Credit/Reimbursement Form.”

15.5.4 CEI will be worth:

- 2019-2020 $2,476.00
- 2020-2021 $2,525.00
- 2021-2022 $2,576.00
- 2022-2023 $2,627.00

15.5.5 For the term of this contract, eligible teachers may accumulate up to three (3) CEIs in Lane IV and up to four (4) CEIs in Lane VI. Teachers who exceeded these limits for any period of past practice prior to this Agreement shall be frozen at their current number of approved CEIs.

15.5.6 If a person is on a Master’s Degree and moves horizontally to Lane V or VI, the CEI is then dropped.

15.5.7 If steps are added to the salary lanes, teachers in those lanes who have earned CEIs will retain them but shall not be eligible to earn future CEIs except in accordance with this Agreement.

15.6 Workshop/Seminar Study

15.6.1 A workshop or seminar is defined as a session or series of sessions intensively devoted to studying a specific topic.

15.6.2 One (1) graduate credit point will be given for every sixteen (16) hours or workshop time.

15.6.3 All requests for credit points must have pre-approval by the Superintendent or his/her designated representative. If denied, reason must be given.

15.6.4 Credit for workshop attendance shall be cumulative as it is for graduate credit. At each unit, however, not more than three (3) of the hours necessary to move horizontally may be acquired through workshop credit points. The same standard of three (3) workshop credit points per unit applies to CEI awards.
15.6.5 Attendance at workshops will be verified when the participant signs a workshop completion form. All information concerning the workshop shall be included in the form and shall be kept on file with the teacher’s record sheet.

15.6.6 Teachers may, at the discretion of the Superintendent or his/her designee, be allowed to attend a workshop given on a school day without pay deduction and without such attendance being considered as a day of personal leave. These, however, will not be awarded credit under this program.

15.6.7 Only those workshops attended while the teacher is under contract to District 109 will be considered for credit points. District sponsored or required workshops take precedence over outside workshops and are excluded from credit.

15.7 National Board Teacher Certification

In any school year during which a teacher attains National Board Teacher Certification and in each year thereafter during which the certificate is retained, the teacher shall be entitled to a non-cumulative stipend of $2,040.00. In addition, a teacher who attains National Board Teacher Certification and, in connection therewith, completes the grant application process for State reimbursement of expenses for such Certification, shall be reimbursed by the District for any expenses incurred that remain unreimbursed, up to a maximum of $2,000.00. Teachers who have attained National Board Teacher Certification shall be reimbursed up to a maximum of $1,000.00 for the cost of recertification.

15.8 Specialist Recertification

School psychologists, social workers, and speech/language pathologists will be reimbursed for successful completion of pre-approved recertification programs up to a maximum of $400 per school year.
ARTICLE XVI – MANAGEMENT RIGHTS

16.1 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of the foregoing, the right to:

16.1.1 The exclusive management organization and administrative control of the District and its properties and facilities;

16.1.2 Direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;

16.1.3 Hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;

16.1.4 Establish educational policies, goals, and objectives; ensure rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and

16.1.5 Build, move, or modify facilities; establish budget procedures; and determine budgetary allocation.
ARTICLE XVII – SPECIAL EDUCATION

17.1 Philosophy

The Board and the Association recognize that under the *Individuals with Disabilities Education Act* ("IDEA"), the District, its administrators, and each individual teacher are responsible to provide all students with disabilities a free appropriate public education ("FAPE") in the least restrictive environment ("LRE") in accordance with each student’s Individual Education Plan ("IEP"), which shall be determined by a consensus of school personnel attending a multi-disciplinary IEP meeting along with the student’s parents.

The Board and Association further recognize that in the event the parent of a student with disabilities disagrees with the special education services and/or placement provided pursuant to the student’s IEP, the parent has the right to have any such dispute resolved through the due process procedures established under IDEA.

Therefore, to this end, the Board and Association agree to establish a procedure by which teachers and the Association shall be able to raise these concerns as well as any concerns they may have with respect as to how the District is providing FAPE to students with disabilities and have such concerns addressed by the Administration and, ultimately, by the Board.

17.2 Joint Advisory Committee

The Board and the Association shall establish a Joint Advisory Committee composed of six (6) Board representatives (including administrators), six (6) Association representatives, and at least two (2) parents of students with disabilities as non-voting ex officio members selected jointly by the Superintendent and the President of the Association to develop the procedure described in Section 17.1 of this Article. This procedure shall provide for a review by the Joint Advisory Committee of the concerns of individual teacher(s) and/or the Association and a recommendation to the Board.

All recommendations shall be presented to the Superintendent in written form with supporting documentation and any dissenting opinions. The Superintendent shall forward any recommendation needing Board approval to the Board with his/her recommendation. The Board retains the right to approve, disapprove, modify, or otherwise respond to the committee’s recommendations.

17.3 Meetings

The Joint Advisory Committee shall meet periodically, with dates to be determined by the committee. Minutes of the meetings shall be approved by the committee, forwarded to each member of the Board of Education, and posted on the District 109 portal.

All recommendations shall be presented to the Superintendent in written form with supporting documentation and any dissenting opinions. The Superintendent shall forward any recommendation needing Board approval to the Board with his/her recommendation.
The Board retains the right to approve, disapprove, modify or otherwise respond to the committee’s recommendations.

17.4 Subcontracting

The District shall notify the Association if it is considering subcontracting any special education program, which was provided by the District during the school year.

17.5 Special Educator Workload

17.5.1 Grades PreK-5

All full-time special education teachers will have a maximum student contact time of twenty-six (26) hours and forty (40) minutes and a minimum planning time of two (2) hours thirty (30) minutes per each five (5) full attendance days. The teacher and the teacher’s supervisor will take equal responsibility for ensuring that the teacher’s schedule covers the minutes required for the students on the teacher’s caseload. The teacher’s supervisor will provide scheduling assistance if requested by the teacher.

In scheduling planning time, the principals will make every effort to provide each special education teacher with thirty (30) consecutive minutes per day. If building-wide or District wide scheduling decisions are proposed which would necessitate a change in the above, discussions shall be held with the affected teacher and an Association representative prior to implementation, except in cases of emergency when discussions will be held as soon as possible.

17.5.2 Grades 6-8

All full-time special education teachers will have a maximum student contact time of two hundred forty (240) minutes, plus a homeroom assignment, a supervision assignment, and eighty (80) minutes of planning time per day.

The Administration may substitute a section of instruction for a supervision assignment. The special education teacher shall receive a pro-rated portion of the beginning salary for additional minutes of administratively approved instruction determined by dividing such approved minutes of instruction by 240 minutes. The teacher’s supervisor will provide scheduling assistance if requested by the teacher.

17.6 Effect on Wages, Hours, and Terms and Conditions of Employment

The Association reserves the right to negotiate the impact of any adopted recommendations of the Joint Advisory Committee on wages, hours, and terms and conditions of employment.

17.7 By the last day of teacher attendance of each school year, the District shall provide special education teachers with a tentative list of the names of students who are projected to be
on their caseload for the next school year so that teachers may engage in advance preparation. Each special education teacher shall have access to existing IEPs for students assigned to his/her caseload. The District retains the right, in its sole discretion, to change caseload assignments at any time.

17.8 On an in-service day held at the beginning of the school year prior to the first day of student attendance, special education teachers shall be provided a designated time to meet with the teaching assistants who will assist them with their caseload for that school year.

17.9 A special education teacher or social worker from each elementary school and a special education teacher or social worker from each middle school shall attend each school’s respective 5th/6th Articulation Meeting.

17.10 The Superintendent or his/her designee shall request a substitute teacher for special education teachers when required to attend meetings, such as IEP meetings, Annual Reviews, and 5th/6th Articulation Meetings.

17.11 If a special education teacher is providing special education services to a student pursuant to and in accordance with the student’s IEP during a scheduled resource period or at any other time, minutes of special education services so provided will count toward the teacher’s required minutes of student contact time.

17.12 Staff in attendance at an IEP meeting shall have the opportunity to sign the minutes/notes kept at the IEP meeting.
ARTICLE XVIII – DURATION AND ACCEPTANCE OF AGREEMENT

18.1 This Agreement is effective on the date of execution, except for Articles XII and XIV, which are effective on the first day of the 2019-2020 school term, through the day preceding the first day of the 2023-2024 school term.

This Agreement is signed this 10 day of June, 2019.

In Witness Thereof:

For the Deerfield Education Association (DEA), IEA-NEA

[Signature]
DEA President

[Signature]
DEA Secretary

For the Board of Education
Deerfield School District No. 109

[Signature]
Board President

[Signature]
Board Secretary
**APPENDIX A – FAMILY AND MEDICAL LEAVE ACT OF 1993**

*This chart is a summary of rights and requirements under the Family and Medical Leave Act (“Act”). To the extent this summary chart contradicts or differs from the Act and its corresponding rules and regulations, the Act and its rules and regulations shall be controlling.*

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<th>PERSONAL MEDICAL</th>
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<td><strong>REASON FOR LEAVE</strong></td>
<td>For birth of a son or daughter, and to care for the newborn child; and for placement with the employee of a son or daughter for adoption or foster care.</td>
<td>To care for the employee’s spouse, son, daughter, or parent with a serious health condition.</td>
<td>Employee unable to perform function of job due to employee’s own serious medical condition.</td>
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<tr>
<td><strong>ELIGIBILITY</strong></td>
<td>Employed for 12 months and employed 1,250 hours of service during the preceding 12 months.</td>
<td>Employed for 12 months and employed 1,250 hours of service during the preceding 12 months.</td>
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<td><strong>DURATION</strong></td>
<td>12 weeks in the 12 month period (July 1 to June 30).</td>
<td>12 weeks in the 12 month period (July 1 to June 30). Leave may be taken intermittently or as part of a reduced work schedule up to 12 workweeks to provide care to an immediate family member with a serious health condition. Employee may be reassigned as provided under the law.</td>
<td>12 weeks in the 12 month period (July 1 to June 30). Leave may be taken intermittently or as part of a reduced work schedule up to 12 workweeks if medically necessary. Employee may be reassigned as provided under the law.</td>
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<tr>
<td><strong>CONTINUATION OF LEAVE</strong></td>
<td>Under certain circumstances prescribed under the Act, the District may require the employee to continue taking FMLA leave until the end of the semester.</td>
<td>Under certain circumstances prescribed under the Act, the District may require the employee to continue taking FMLA leave until the end of the semester.</td>
<td>Under certain circumstances prescribed under the Act, the District may require the employee to continue taking FMLA leave until the end of the semester.</td>
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<tr>
<td><strong>NOTICE OF LEAVE</strong></td>
<td>Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.</td>
<td>Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.</td>
<td>Employee must provide notice as soon as practical. When foreseeable, at least 30-days advance notice is required. Failure to provide notice could delay leave.</td>
</tr>
<tr>
<td><strong>MEDICAL CERTIFICATION</strong></td>
<td>Employee must provide sufficient facts to demonstrate qualification.</td>
<td>Employee must provide sufficient facts to demonstrate qualification. The District may request appropriate medical certification as necessary pursuant to the time periods prescribed by law.</td>
<td>Employee must provide sufficient facts to demonstrate qualification. The District may request appropriate medical certification as necessary pursuant to the time periods prescribed by law.</td>
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Leave request may be delayed if a medical certificate isn’t provided within 15 calendar days when the leave is foreseeable.

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<td>Leaves are unpaid except employee may choose, or the District can require the employee, to substitute accrued paid leave for all or part of leave provided the employee otherwise qualifies for paid time off. Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, will be counted toward an employee’s total FMLA leave, and is limited to 12 weeks. Health insurance benefits continue under the same terms prior to the leave. If employee fails to return to work as scheduled, the employee may be required to return premiums paid.</td>
<td>Leaves are unpaid except employee may choose, or the District can require the employee, to substitute accrued paid leave for all or part of leave provided the employee otherwise qualifies for paid time off. Any leave, whether paid or unpaid, taken for an FMLA qualifying reason, will be counted toward an employee’s total FMLA leave, and is limited to 12 weeks. Health insurance benefits continue under the same terms prior to the leave. If employee fails to return to work as scheduled, the employee may be required to return premiums paid.</td>
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| EMPLOYMENT STATUS | During leave, employee will not accrue seniority or vacation time. Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment. | During leave, employee will not accrue seniority or vacation time. Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment. | During leave, employee will not accrue seniority or vacation time. Following leave, employee returns to equivalent position with equivalent pay, benefits and other terms and conditions of employment. |

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**DEFINITIONS**

1. **Son or Daughter**: Includes biological, adopted, foster, step child, legal ward, and child of person standing in loco parentis who is: (1) under age 18 or (2) 18 years of age or older and incapable of self-care because of mental or physical disability.
2. **Spouse**: Husband or wife as defined under State law.
3. **Parent**: Includes biological parent of an employee or any person who stands or stood in loco parentis to an employee when the employee was a son or daughter.
4. **Serious Health Condition**: An illness, injury, impairment, or physical or mental condition that involves:
   a. Inpatient care in a hospital, hospice, or residential medical care facility; or
   b. Continuing treatment by a health care provider as specified under the law.
5. **Health Care Provider**: Licensed doctors of medicine or osteopathy; licensed podiatrists, dentists, clinical psychologists and social workers, optometrists and chiropractors; licensed nurse practitioners and nurse-midwives, Christian Science practitioners listed by the first Church of Christ, Scientist; any health care provider from whom the District or group health plan benefits manager will accept certification of the
existence of a serious health condition to substantiate a claim for benefits; a health care provider who is licensed and practices in another country.
### APPENDIX B – SALARY SCHEDULES

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Steps 11 and higher in Lanes I, II & III to receive 1.5% raise over previous year
Steps 19 and higher in Lane IV to receive 2.5% raise over previous year
Steps 21 and higher in Lanes V & VI to receive 2.5% raise over previous year
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Steps 11 and higher in Lanes I, II & III to receive 1.5% raise over previous year

Steps 19 and higher in Lane IV to receive 2.5% raise over previous year

Steps 21 and higher in Lanes V & VI to receive 2.5% raise over previous year
<table>
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<tr>
<th>Step</th>
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Steps 11 and higher in Lanes I, II & III to receive 1.5% raise over previous year
Steps 19 and higher in Lane IV to receive 2.5% raise over previous year
Steps 21 and higher in Lanes V & VI to receive 2.5% raise over previous year
<table>
<thead>
<tr>
<th>Step</th>
<th>LANE I</th>
<th>LANE II</th>
<th>LANE III</th>
<th>LANE IV</th>
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<th>LANE VI</th>
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</table>

Steps 11 and higher in Lanes I, II & III to receive 1.5% raise over previous year
Steps 19 and higher in Lane IV to receive 2.5% raise over previous year
Steps 21 and higher in Lanes V & VI to receive 2.5% raise over previous year
APPENDIX C – EXTRA DUTY SCHEDULES

Stipends shall be paid at the completion of the work with administrator approval except for those stipend duties designated with a “24” pay method, which will be paid on a pro-rated basis over the course of twenty-four (24) paychecks. If a teacher who is to receive a stipend designated with a “24” pay method elected to be paid over twenty (20) pay periods pursuant to Article XIV, Section 14.3 (Pay Options), that teacher’s stipend will be paid on a pro-rated basis over the course of twenty (20) paychecks.

Stipend/Extra Duty Procedures

1. Building and District administrators shall continue to offer stipends to teachers at the beginning of the school year. The administrators shall complete the District Stipend Personnel Form and submit it to Human Resources prior to the first September payroll. This form assists the Business Office with budgeting and verifying future stipend payments.

2. Payment Methods:

   “C” Stipends on the Stipend Schedule designated with a “C” will be paid upon completion of full stipend duties.

   “T” Stipends on the Stipend Schedule designated with a “T” (e.g., lunchroom supervision, athletic event supervision) will be paid upon completion of each supervision event/meeting.

   “24” Stipends on the Stipend Schedule designated with a “24” will be paid on a pro-rated basis over the course of twenty-four (24) paychecks.

3. The Stipend, Extra Duty, and Supervision Form shall replace all current time sheets in use. All teachers shall submit the Stipend, Extra Duty, and Supervision Form to the Business Office.

   On the Stipend, Extra Duty, and Supervision Form, please include the corresponding Pay Number (“Pay #”) listed next to the stipend duty activity on the Stipend Schedule.

4. The Business Office will pay all stipends as soon as reasonably possible after receipt and approval of the Stipend, Extra Duty, and Supervision Form and in accordance with the payment method set forth on the Stipend Schedule. The Payroll Coordinator shall request these forms before processing each bi-monthly payroll.

Additionally, the Association and Board agree to the following provisions for Summer School:

1. The salary for Summer School teachers shall be paid upon the completion of Summer School;
2. Summer School hours for teachers shall be four (4) hours per day for a period of four (4) weeks;

3. The teacher’s compensation shall be treated in accordance with the Illinois Teachers’ Retirement System rules and regulations;

4. There shall be no additional fringe benefits paid for teaching Summer School;

5. Sick leave and/or personal leave accumulated during the regular school year may not be used during Summer School; and

6. The duties of a Summer School teacher shall be in accordance with the Board approved job description readily available from the Curriculum Department or the Human Resources Department.

The following is the official Stipend / Extra Duty Schedule covering school years 2019-2020, 2020-2021, 2021-2022, and 2022-2023. Any deviation from this schedule must be negotiated and agreed upon by the Association and the Board. Questions should be directed to your Association Representative or other Association Officer. The following listing of an activity on the Stipend/Extra Duty Schedule does not ensure that it will be offered each school year.
## Stipend / Extra Duty Schedule

**Pay Method Key:**
- C = paid upon completion of full stipend duties;
- T = paid upon completion of each supervision event/meeting;
- 24 = pro-rated over the course of 24 paychecks

### Category #1 Athletics

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>Pay #</th>
<th>School Year</th>
<th>Pay Method</th>
<th>NOTES</th>
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<td>$415</td>
<td>$420</td>
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<td>$3,066</td>
<td>$3,096</td>
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<tr>
<td>Volleyball - B8</td>
<td>103</td>
<td>$3,036</td>
<td>$3,066</td>
<td>$3,096</td>
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<tr>
<td>Volleyball - G7</td>
<td>104</td>
<td>$3,036</td>
<td>$3,066</td>
<td>$3,096</td>
</tr>
<tr>
<td>Volleyball - G8</td>
<td>105</td>
<td>$3,036</td>
<td>$3,066</td>
<td>$3,096</td>
</tr>
<tr>
<td>Basketball - B6</td>
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<td>$2,989</td>
<td>$3,019</td>
<td>$3,049</td>
</tr>
<tr>
<td>Basketball - G6</td>
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<td>$2,989</td>
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<td>$93</td>
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<tr>
<td>IESA meet - more than 3.5 hours</td>
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### Category #2 Extracurricular Events & Clubs

*Note: Each represents one stipend, and will be split if more than one person sponsors*
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<th>Code</th>
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<th>Amount 2</th>
<th>Amount 3</th>
<th>Amount 4</th>
<th>Type</th>
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<td>$53</td>
<td>$57</td>
<td>$58</td>
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<td>Per hour</td>
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<td>Ski Trip Coordinator</td>
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<td>$503</td>
<td>$505</td>
<td>$506</td>
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<td>Per day trip per building</td>
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<td>Ski Trip Chaperone</td>
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<td>$182</td>
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<td>$185</td>
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<td>$561</td>
<td>$568</td>
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<td>One stipend per Elem building</td>
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<td>Clubs: New Clubs</td>
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<td>Circle of Friends/Best, Lunch Buddies</td>
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<td>$2,101</td>
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<td>$2,101</td>
<td>$2,121</td>
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<td>One per building</td>
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<td>$831</td>
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<td>$225</td>
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<td>$550</td>
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<td>$187</td>
<td>$192</td>
<td>$197</td>
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<td>Up to five (5)</td>
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<td>Budget</td>
<td>Notes</td>
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<td>Speech Tourney Bldg. Level Assistant</td>
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<td>$363</td>
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<td>C One per Elem building</td>
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<td>$899</td>
<td>$909</td>
<td>$919</td>
<td>C One position district-wide</td>
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<td>153</td>
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<td>$3,151</td>
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<td>24 One stipend per MS Chorus teacher</td>
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<td>$3,638</td>
<td>C One stipend per year per building</td>
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<td>156</td>
<td>$2,183</td>
<td>$2,203</td>
<td>$2,223</td>
<td>$2,243</td>
<td>C One stipend per year per building</td>
<td></td>
</tr>
<tr>
<td>Elem Music Concert</td>
<td>157</td>
<td>$433</td>
<td>$439</td>
<td>$445</td>
<td>$451</td>
<td>C Per concert for evening performance. Additional performances may be mutually agreed upon by the principal &amp; teacher. Two different performances on the same evening paid as two stipends.</td>
<td></td>
</tr>
<tr>
<td>Instrumental Music Teacher</td>
<td>158</td>
<td>$3,159</td>
<td>$3,189</td>
<td>$3,219</td>
<td>$3,249</td>
<td>C Includes directing various bands, orchestras, ensembles &amp; concerts</td>
<td></td>
</tr>
<tr>
<td>Instructional Music Assistant</td>
<td>159</td>
<td>$122</td>
<td>$125</td>
<td>$130</td>
<td>$135</td>
<td>C Per person per concert for skilled assistance</td>
<td></td>
</tr>
<tr>
<td>109 Solo &amp; Ensemble Festival Coordinator</td>
<td>160</td>
<td>$688</td>
<td>$696</td>
<td>$704</td>
<td>$712</td>
<td>C One stipend for planning and day of event</td>
<td></td>
</tr>
<tr>
<td>Elem Chorus</td>
<td>161</td>
<td>$453</td>
<td>$457</td>
<td>$462</td>
<td>$467</td>
<td>C Per program, up to two per year</td>
<td></td>
</tr>
<tr>
<td>IL Music Educators Assoc. - All District</td>
<td>162</td>
<td>$505</td>
<td>$510</td>
<td>$515</td>
<td>$520</td>
<td>C One stipend per year</td>
<td></td>
</tr>
<tr>
<td>Young Authors</td>
<td>163</td>
<td>$433</td>
<td>$437</td>
<td>$442</td>
<td>$447</td>
<td>C Up to two stipends per building at principal’s direction</td>
<td></td>
</tr>
<tr>
<td>Spelling Bee</td>
<td>164</td>
<td>$376</td>
<td>$380</td>
<td>$385</td>
<td>$390</td>
<td>C One stipend per building</td>
<td></td>
</tr>
<tr>
<td>Geography Bee</td>
<td>165</td>
<td>$378</td>
<td>$382</td>
<td>$387</td>
<td>$392</td>
<td>C One stipend per building</td>
<td></td>
</tr>
<tr>
<td>Destination Imagination District Coordinator</td>
<td>166</td>
<td>$3,135</td>
<td>$3,170</td>
<td>$3,215</td>
<td>$3,254</td>
<td>C One stipend per District</td>
<td></td>
</tr>
<tr>
<td>Destination Imagination</td>
<td>167</td>
<td>$1,665</td>
<td>$1,690</td>
<td>$1,722</td>
<td>$1,752</td>
<td>C One stipend per building</td>
<td></td>
</tr>
</tbody>
</table>
## Category #4 Special Programs

<table>
<thead>
<tr>
<th>Service</th>
<th>Code</th>
<th>Stipend 1</th>
<th>Stipend 2</th>
<th>Stipend 3</th>
<th>Stipend 4</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>W.E. Care</td>
<td>168</td>
<td>$389</td>
<td>$393</td>
<td>$398</td>
<td>$402</td>
<td>C</td>
</tr>
<tr>
<td>Peer Mediation</td>
<td>169</td>
<td>$1,442</td>
<td>$1,457</td>
<td>$1,472</td>
<td>$1,487</td>
<td>C</td>
</tr>
<tr>
<td>Peer Tutoring</td>
<td>170</td>
<td>$2,234</td>
<td>$2,254</td>
<td>$2,274</td>
<td>$2,294</td>
<td>C</td>
</tr>
<tr>
<td>Gear Up for Learning/Homework</td>
<td>171</td>
<td>$38</td>
<td>$38</td>
<td>$39</td>
<td>$40</td>
<td>T</td>
</tr>
<tr>
<td>Club/Arc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Category #5 Supervision

*Note: Stipends in this section are per supervisor per event unless otherwise specified; 2 games back-to-back = 1 stipend.*

<table>
<thead>
<tr>
<th>Event</th>
<th>Code</th>
<th>Stipend 1</th>
<th>Stipend 2</th>
<th>Stipend 3</th>
<th>Stipend 4</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball (two Back-to-back games)</td>
<td>172</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Volleyball</td>
<td>173</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Cross Country</td>
<td>174</td>
<td>$76</td>
<td>$76</td>
<td>$77</td>
<td>$78</td>
<td>T</td>
</tr>
<tr>
<td>Track &amp; Field</td>
<td>175</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Wrestling</td>
<td>176</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Softball (simultaneous games)</td>
<td>177</td>
<td>$50</td>
<td>$50</td>
<td>$51</td>
<td>$52</td>
<td>T</td>
</tr>
<tr>
<td>Soccer (simultaneous games)</td>
<td>178</td>
<td>$50</td>
<td>$50</td>
<td>$51</td>
<td>$52</td>
<td>T</td>
</tr>
<tr>
<td>Soccer (two back-to-back games)</td>
<td>179</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Dances (per supervision)</td>
<td>180</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Music Concert</td>
<td>181</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Lunchroom Supervision</td>
<td>182</td>
<td>$32</td>
<td>$33</td>
<td>$34</td>
<td>$35</td>
<td>T</td>
</tr>
<tr>
<td>Supervision (other)</td>
<td>183</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>Musical Supervision</td>
<td>184</td>
<td>$75</td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>T</td>
</tr>
<tr>
<td>6th Grade Party Supervision</td>
<td>185</td>
<td>$50</td>
<td>$50</td>
<td>$51</td>
<td>$52</td>
<td>T</td>
</tr>
<tr>
<td>Door Duty</td>
<td>186</td>
<td>$33</td>
<td>$34</td>
<td>$35</td>
<td>$36</td>
<td>T</td>
</tr>
<tr>
<td>Early Learners Supervision</td>
<td>187</td>
<td>$33</td>
<td>$34</td>
<td>$35</td>
<td>$36</td>
<td>T</td>
</tr>
<tr>
<td>Supportive Attendance</td>
<td>188</td>
<td>$43</td>
<td>$44</td>
<td>$45</td>
<td>$46</td>
<td>T</td>
</tr>
<tr>
<td>Detention Supervision</td>
<td>189</td>
<td>$38</td>
<td>$39</td>
<td>$40</td>
<td>$41</td>
<td>T</td>
</tr>
<tr>
<td>Day Care Shuttle Supervision</td>
<td>190</td>
<td>$33</td>
<td>$33</td>
<td>$34</td>
<td>$35</td>
<td>T</td>
</tr>
</tbody>
</table>

## Category #6 Professional

<table>
<thead>
<tr>
<th>Service</th>
<th>Code</th>
<th>Stipend 1</th>
<th>Stipend 2</th>
<th>Stipend 3</th>
<th>Stipend 4</th>
<th>Grade</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS Team Coordinator</td>
<td>191</td>
<td>$2,094</td>
<td>$2,132</td>
<td>$2,170</td>
<td>$2,208</td>
<td>24</td>
<td>Up to seven per building</td>
</tr>
<tr>
<td>Activity</td>
<td>Code</td>
<td>192</td>
<td>193</td>
<td>194</td>
<td>195</td>
<td>196</td>
<td>197</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Department Chair</td>
<td></td>
<td>$2,090</td>
<td>$2,125</td>
<td>$2,160</td>
<td>$2,195</td>
<td>24</td>
<td>One stipend for each District Department Chair position in Art, Music, PE, Instrumental Music, and World Language</td>
</tr>
<tr>
<td>Evening Presentations</td>
<td></td>
<td></td>
<td>$75</td>
<td>$76</td>
<td>$77</td>
<td>$78</td>
<td>T</td>
</tr>
<tr>
<td>In-service Presentation</td>
<td></td>
<td></td>
<td>$108</td>
<td>$109</td>
<td>$110</td>
<td>$111</td>
<td>T</td>
</tr>
<tr>
<td>Committee Chair</td>
<td></td>
<td></td>
<td>$72</td>
<td>$73</td>
<td>$74</td>
<td>$75</td>
<td>T</td>
</tr>
<tr>
<td>Curriculum Workshop</td>
<td></td>
<td></td>
<td>$43</td>
<td>$44</td>
<td>$44</td>
<td>$45</td>
<td>T</td>
</tr>
<tr>
<td>Mentor Teachers</td>
<td></td>
<td></td>
<td>$534</td>
<td>$549</td>
<td>$564</td>
<td>$579</td>
<td>C</td>
</tr>
<tr>
<td>Summer School</td>
<td></td>
<td></td>
<td>$49</td>
<td>$50</td>
<td>$51</td>
<td>$52</td>
<td>C</td>
</tr>
<tr>
<td>Internal Subbing</td>
<td></td>
<td></td>
<td>$41</td>
<td>$42</td>
<td>$43</td>
<td>$43</td>
<td>T</td>
</tr>
<tr>
<td>Internal Subbing</td>
<td></td>
<td></td>
<td>$62</td>
<td>$63</td>
<td>$64</td>
<td>$64</td>
<td>T</td>
</tr>
<tr>
<td>Video Taping</td>
<td></td>
<td></td>
<td>$211</td>
<td>$212</td>
<td>$213</td>
<td>$214</td>
<td>T</td>
</tr>
<tr>
<td>Video Production/AV Setup</td>
<td></td>
<td></td>
<td>$49</td>
<td>$50</td>
<td>$51</td>
<td>$52</td>
<td>T</td>
</tr>
<tr>
<td>Homebound Tutors</td>
<td></td>
<td></td>
<td>$65</td>
<td>$66</td>
<td>$67</td>
<td>$68</td>
<td>T</td>
</tr>
<tr>
<td>Stage and Properties Manager</td>
<td></td>
<td></td>
<td>$42</td>
<td>$43</td>
<td>$44</td>
<td>$45</td>
<td>T</td>
</tr>
<tr>
<td>Green Committee</td>
<td></td>
<td></td>
<td>$941</td>
<td>$942</td>
<td>$943</td>
<td>$944</td>
<td>T</td>
</tr>
<tr>
<td>In The Spotlight</td>
<td></td>
<td></td>
<td>$909</td>
<td>$910</td>
<td>$911</td>
<td>$912</td>
<td>T</td>
</tr>
<tr>
<td>Math MOU</td>
<td></td>
<td></td>
<td>$5,362</td>
<td>$5,372</td>
<td>$5,382</td>
<td>$5,392</td>
<td>24</td>
</tr>
<tr>
<td>Leader In Me</td>
<td></td>
<td></td>
<td>$3,000</td>
<td>$3,060</td>
<td>$3,121</td>
<td>$3,184</td>
<td>24</td>
</tr>
</tbody>
</table>
APPENDIX D – INDIVIDUAL TEACHER’S
RETIREMENT BENEFIT AGREEMENT

Deerfield School District No. 109
Individual Teacher’s Retirement Benefit Agreement

1. The purpose of this Agreement is to serve as notice by the teacher to the District of the specific teacher retirement benefits elected by the teacher and an acknowledgment by the District of its agreement to pay such benefits, provided both the teacher’s election and the District’s obligation to pay are in accordance with the terms of the prevailing collective bargaining agreement.

For those benefits for which payment must be made on or prior to the teacher’s last teaching day with the District, any disputes regarding said retirement benefits shall be subject to resolution by means of the grievance procedures of the prevailing collective bargaining agreement, with the Association reserving the exclusive right to advance any such grievance to the arbitration step of the grievance procedure. For those retirement benefits for which payment must be made after the teacher’s last teaching day with the District, any disputes regarding said benefits shall not be subject to resolution by means of the aforementioned grievance procedure but, instead, the teacher may avail him/herself of any other appropriate forum including, but not limited to, a court, federal or state agencies of competent jurisdiction.

2. TEACHER MUST PROVIDE THE FOLLOWING TEACHER INFORMATION:

Name: ____________________________

For purposes of verifying retirement benefit eligibility requirements, I affirm that I believe the following information to be correct:

Date of Birth: _________________________

Date First Employed with District 109: _________________________

Projected Last School Year of Employment (Retirement): _________________________

Projected Total Years of TRS Creditable Service at Retirement*: _________________________

*This Agreement is contingent on the teacher providing the District with a verified copy of the TRS Statement of Benefits confirming the teacher’s current total years of creditable service, creditable earnings and related TRS status. The teacher shall attach a preliminary copy of said TRS report to this Agreement, with the final TRS Statement to be provided no later than May 1st of the teacher’s last employment day.
3. **TEACHER MUST INDICATE RETIREMENT BENEFIT ELECTIONS BELOW:**

I, __________________________, believe that I am eligible for and hereby elect the following retirement benefits:

<table>
<thead>
<tr>
<th>CONTRACT REFERENCE</th>
<th>BENEFIT TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1*</td>
<td>Post-Retirement Severance Pay</td>
</tr>
<tr>
<td>12.1*</td>
<td>Post-Retirement Insurance</td>
</tr>
<tr>
<td>12.2</td>
<td>Life Insurance</td>
</tr>
<tr>
<td>12.3.3.1</td>
<td>Retirement Incentive</td>
</tr>
</tbody>
</table>

*See Section 12.1: Eligible teachers will have the option to receive post-retirement severance pay or post-retirement insurance reimbursement.

4. Within a reasonable period following the parties’ signature of this Agreement, the District shall provide the Teacher with a letter detailing the schedule and amounts of any retirement payments elected by the Teacher under this Agreement, to the extent known or reasonably estimated.

5. All payments made pursuant to this Agreement shall be made subject to all applicable Federal or State laws and regulations including, but not limited to, the Illinois Teachers’ Retirement System, the Illinois Department of Revenue and the Internal Revenue Service. Teacher acknowledges that neither the District nor the Association has made any representations contrary to the aforementioned laws.

6. The retirement benefits due and owing under this Agreement shall be due and owing to the individual teacher only and shall not be payable to any designated beneficiary. Such benefits shall no longer be due and payable upon the death of the teacher.

Signed this ___ day of ________________, 20___

Teacher ____________________________  Deerfield School District No. 109

Approved:

__________________________________________

Deerfield Education Association