FINAL OFFICIAL

PROFESSIONAL NEGOTIATIONS AGREEMENT

between the

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 227
COOK COUNTY, ILLINOIS

and the

RICH TOWNSHIP HIGH SCHOOL EDUCATION ASSOCIATION

AS AMENDED ON JUNE 16, 2020

# Table of Contents

**ARTICLE I** ........................................................................................................... 5

*Preamble* ........................................................................................................... 5

**ARTICLE II** ........................................................................................................... 5

*Recognition and Definitions* ........................................................................... 5
  A. Definitions ........................................................................................................... 5

**ARTICLE III** ........................................................................................................... 7

*Board Rights* ......................................................................................................... 7
  A. Hiring ................................................................................................................... 7
  B. Teacher Assignments, Vacancies and Transfers ........................................... 7

**ARTICLE IV** ........................................................................................................... 9

*Association Rights* ................................................................................................. 9
  A. Meetings .............................................................................................................. 9
  B. Release Time .................................................................................................... 9

**ARTICLE V** ........................................................................................................... 10

*Working Conditions* ............................................................................................... 10
  A. Teacher Work Day ............................................................................................. 10
  B. Late Start School Improvement (SIP) Meeting Time & Early Release Days .... 15
  C. Emergency Meetings ........................................................................................ 16
  D. Association Dues, Payroll and Payroll Deductions ....................................... 16
  E. Split Assignments ............................................................................................... 17
  F. Sixth Assignments .............................................................................................. 17
  G. Multi-Tiered Systems of Support (MTSS) Instruction, Academic Lab and Freshman Advisory Assignments ................................................................. 18
  H. Summer School and Summer Work ................................................................. 19
  I. Committees ........................................................................................................ 20
  J. Teacher Participation in Administrative Council Hearings ........................... 22
  K. Implementation of New Programs ................................................................. 22
  L. New Teacher Induction Program ..................................................................... 23
  M. Two-Year Teacher Mentor Program ............................................................. 23
  N. Course Preparation ......................................................................................... 24
O. Professional Development ........................................................... 24
P. Professional Development Funding ........................................... 24
ARTICLE VI .................................................................................. 25

*Employee Rights* ...................................................................... 25
A. Association Membership ....................................................... 25
B. Rights of Probationary Teachers ........................................... 25
C. Indemnification/Campus Safety/Classroom Safety .................. 27

ARTICLE VII ............................................................................... 28

*Leaves of Absence* .................................................................. 28
A. Sick Leave ............................................................................ 28
B. Sick Leave Bank ................................................................. 29
C. Personal Leave .................................................................... 30
D. Bereavement Leave ............................................................ 31
E. FMLA Leave ....................................................................... 31
F. Parental Leave .................................................................... 35
G. Military Leave ..................................................................... 36
H. Research and Study Fellowship Leave ................................. 36
I. Other Leaves of Absence ........................................................ 36
J. Sabbatical Leave .................................................................. 37
K. Disability Leave .................................................................. 37
L. Job Sharing ......................................................................... 38

ARTICLE VIII ........................................................................... 38

*Part-Time Teachers* ................................................................. 38
A. Paid Sick Leave .................................................................. 39
B. Paid Personal Leave ............................................................ 39
C. Insurance ........................................................................... 39
D. Tax-Sheltered Annuities .................................................... 39
E. Family and Medical Leave .................................................. 39

ARTICLE IX ............................................................................... 40

*Disciplinary Procedures* .......................................................... 40
A. Fundamental Principles ....................................................... 40
B. Reprimands ........................................................................ 40
This professional negotiations agreement is made and entered into by and between the Board of Education of School District Number 227, Cook County, Illinois (hereinafter referred to as the “Board”), and the Rich Township High School Education Association - an affiliate of the Illinois Education Association and of the National Education Association - (hereinafter referred to as the “Association”).

ARTICLE I
Preamble

A. It is agreed that the attainment of the objectives of the educational program of School District 227 requires mutual understanding and cooperation among the Board, the Superintendent, the administrative and supervisory staff, and the members of the negotiating unit who are represented by the Association. To this end it is recognized by both parties that free and open exchange of views is desirable and necessary, with both parties participating in deliberations leading to the determination of matters of mutual concern. It is recognized that the legal responsibility for education is vested in the Board and that this responsibility of final decision making cannot be designated. However, it is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence, and mutual respect.

B. It is recognized that teaching is a profession requiring specialized educational qualifications, and that the success of the educational program in School District 227 depends upon the maximum utilization of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the National Education Association.

ARTICLE II
Recognition and Definitions

The Board extends to the Association sole and exclusive negotiating rights on behalf of all full-time certified teaching personnel, and all part-time certified teaching personnel (hereinafter referred to as the “Negotiating Unit”). Part-time certified teaching personnel shall be entitled to the protections provided herein, except as otherwise provided in this Agreement. It is agreed that the following personnel are not included in the negotiating unit: District/central office personnel, principals, assistant/associate principals, curriculum coordinators who teach fewer than three (3) classes, instructional assistants, regular/long-term substitute teachers, voluntary employees of an evening and/or summer school program, and other non-certified personnel employed by the Board.

A. Definitions

1. **Full-time teacher.** A full-time teacher is a teacher who may or may not have acquired tenure but who is employed for a full school year on a 1.0 FTE basis.
2. **Regular Substitute Teacher.** A "regular substitute teacher" is defined as that teacher who is hired on a per diem basis by the Board and is assigned teaching work. Substitute teaching work shall mean employment on an "on-call" basis whereby the Board determines that substitute teachers come to substitute for teachers who are temporarily absent and intend to return or for teachers who cease employment due to resignation, leave of absence, or death after March 1 of the school year. Once a regular substitute teacher is employed for more than eleven (11) consecutive work days, the regular substitute shall be considered a "long-term" substitute for the duration of that substitute assignment.

3. **Part-Time Teacher.** A "part-time teacher" is defined as a teacher who may or may not have acquired tenure but who is regularly employed by the Board for less than a full-time equivalent (1.0 FTE) basis. A part-time teacher may be hired for the entire school year by action of the Board prior to the commencement of the school term. All "part-time teachers" are members of the bargaining unit and entitled to rights and benefits extended under the Professional Negotiations Agreement and shall receive a proration of the insurance stipend specified in Article VIII of the Professional Negotiations Agreement, accrued on a daily basis of the stipend in the applicable year times a fraction, the numerator of which shall be one (1) for each day employed by the Board, and the denominator which shall be the number of days listed in Article XII, Section c, Paragraph 1, of the Professional Negotiations Agreement. Said product is to be paid prior to June 30 of each school year but payable after the close of the school term.

4. **Replacement Teacher.** "Replacement teachers" are teachers who are not hired prior to the commencement of the school term by the Board but are hired once the school term is underway and prior to March 1 to fill a vacancy created by resignation, leave, or death of a regularly-employed teacher. Said replacement teacher shall be deemed a member of the bargaining unit and shall accrue said benefits as are specified in the Professional Negotiations Agreement. As such, said full-time replacement teachers shall be enrolled in a plan of insurance offered by the Board on the first day of the month following the teacher's effective date of employment after approval by the Board or shall be paid a prorated portion of the insurance stipend if the regularly-employed teacher was a part-time teacher. Article IX shall apply to replacement teachers as specified, with specific reference to Section D of said Article. Therefore, the parties agree that any teacher who is hired for a term less than the remainder of the school term shall have only those rights of reemployment as specified in Article VI Section B if the same are applicable to that teacher pursuant to the provisions of the Illinois School Code. For replacement teachers who are hired after November 1 for the balance of the school term, the provision of the evaluation shall apply but the time lines, frequency, and numbers of evaluation provided in the Professional Negotiations Agreement shall be as solely determined by the Board.
ARTICLE III
Board Rights

A. Hiring

The Board has full authority and responsibility under the laws of the State of Illinois for making decisions as to hiring, tenure, or discharge of any of its employees. The Association recognizes that in the operation of the schools the Board is guided by policies, regulations, and criteria for the approval, recognition, and accrediting of schools as promulgated by the Superintendent of the Illinois State Board of Education of the State of Illinois, the North Central Association, and the laws of the State of Illinois. The Association recognizes the Board’s right to delegate to the Superintendent the assignment of all certified personnel. The Board’s exercise of its rights is limited to the extent that such exercise is limited by the specific and express terms of this Agreement.

B. Teacher Assignments, Vacancies and Transfers

A survey which indicates course preferences within each department shall be distributed to teachers by March 1st of each school year and must be turned in to the designated administrator no later than March 15th. The survey shall include an opportunity for a teacher to indicate his/her interest in a co-teaching assignment, a Mod-1 schedule, a Mod-2 and/or a Mod-3 schedule. A report on the findings of each departmental survey shall be submitted by the designated administrator to the campus principal by April 1st of each year. A list of teachers currently assigned to a co-teaching position, an early start schedule, a traditional start schedule and a late start schedule and/or teachers who are interested in being assigned to a co-teaching position, an early start schedule, a traditional start schedule and a late start schedule shall be included in this report.

The administration will make best efforts to base co-teaching assignments on relevant endorsements and/or experience and will also give due consideration to keeping together effective co-teaching teams. Teachers assigned to a co-teaching team may request to be reassigned to another team, however, the administration has full discretion to deny or approve such requests. The administration will make best efforts to accommodate schedule requests (early, traditional, late), but maintains it management right to make the final decision regarding a teacher’s assignment.

A vacancy shall be defined as a position which the Board of Education decides to fill that cannot be filled by recall or transfer of bargaining unit members.

No vacancy shall be filled until it has been posted for at least seven (7) calendar days and provided to the Association President and membership via email and posted in the break rooms and work rooms of all campuses.

1. Transfers. Transfer is defined as the assignment of a staff member to another department within the same campus or another campus. Transfers may be voluntary or involuntary.
a. **Voluntary Transfers.** Any staff member with appropriate qualifications and licensure may apply for a voluntary transfer where a vacancy exists by filing a letter of intent with the Human Resources Department within the seven (7) calendar day posting period. The Administration will attempt to find a voluntary transferee and/or an alternative solution before an involuntary transfer takes place.

b. **Involuntary Transfers.** This provision shall not be applicable for involuntary transfers for the 2020-2021 school year due to the District consolidation. For years after 2020-2021, involuntary transfers of a staff member shall proceed from reverse District seniority of those teachers legally qualified to hold the position. No later than April 15th of each school year, the list of proposed transfers shall be provided to the Association President, who shall meet with the Superintendent or designee to discuss and verify the circumstances surrounding the transfer(s).

i. The written transfer notice with the reason(s) for the transfer, shall be set forth in writing and communicated to the Administration with a copy to the Association President no later than the last Monday in April.

ii. Appeals to the decision to involuntarily transfer a teacher shall be directed to the Superintendent. The teacher must file his/her appeal in writing within seven (7) calendar days of receiving written notice of the transfer. The Superintendent shall provide a written response to such appeal within seven (7) calendar days. The decision of the Superintendent shall be final.

c. **Teacher Assignment**

A draft master schedule including tentative class assignments will be developed no later than May 1 of each school year. The schedule will be created with the goals of:

i. Meeting student needs in regard to course requests;

ii. Maximizing teacher experience and training, including a consideration of seniority and merit; and

iii. Minimizing the need for teacher travel between campuses.

The master schedule shall incorporate teacher preferences where doing so does not create a scheduling conflict.

A teacher will be notified of his/her class assignment for the upcoming school year no later than two weeks before the end of the current school year. Later notice may be provided only when circumstances beyond the District’s control (e.g., increase in enrollment, late retirement/resignation, catastrophic illness) necessitate later notice. Should the teacher’s tentative assignment change after the last two (2) weeks of the school term due to circumstances beyond the District’s control, the teacher shall be notified as soon as possible regarding this change.
Involuntary changes in assignment shall be made in such a way as to prevent undue disruption of the instructional program, to cause the fewest possible changes in assignments, and to minimize the need for traveling teachers.

A conference will be held at the teacher’s request if a preferred assignment is not received. The reason(s) for the decision shall be discussed during the conference. This conference shall include the teacher and campus administrator responsible for the change, and, if so requested by the teacher, the teacher’s Association representative.

Appeals to the decision to change a teacher’s assignment shall be directed to the campus administrator responsible for the change. The teacher must file his/her appeal in writing within seven (7) calendar days of receiving written notice of the change in assignment. The campus administrator shall provide a written response to such appeal within seven (7) calendar days. The decision of the campus administrator shall be final.

Guidelines set forth in Article X, Evaluations, shall be applied to the evaluation of teachers who have been transferred or who have received a new assignment.

All of the foregoing shall be subject to the grievance procedure, except that such grievances may proceed only to the level of the Board of Education. Such decision shall be final and not reviewable. Such grievances shall be filed solely concerning alleged violations of procedures contained herein, and shall not affect the substantive assignments made.

ARTICLE IV
Association Rights

Those privileges which have been extended by the Board to the Association prior to this Agreement shall remain in effect. Such privileges include, among others, specifically, use of school facilities, buildings, and equipment except as specifically excluded by this contract and receipt by the Association of the “Board packet” or similar memoranda prior to each regular or special board meeting.

A. Meetings

The Association will be provided one (1) hour of the first-day institute, one (1) campus-level meeting per semester, and one (1) early release meeting in May. The May meeting may be scheduled on an institute day, if possible.

B. Release Time

Association leave shall be limited to ten (10) days per school year with the Association paying the cost of providing a daily substitute (if any) or the teacher being docked on a per diem basis. The Association President must notify the Superintendent in advance of
any teacher taking such leave. The Association will be provided two (2) additional Association leave days each school year to send an additional delegate to the IEA Representative Assembly. If the Association wants to use these two (2) additional leave days for any other purpose, the Association President shall provide seven (7) days’ notice to the Superintendent of such plan.

The Association President shall be granted one release period per day in addition to regularly scheduled planning periods in order to:

1. investigate, prepare, adjust and/or adjudicate grievances, unfair labor practices, licensed staff discipline, other contract enforcement matters and negotiation matters; and/or

2. participate in District activities as are jointly determined between the Association President and Superintendent (or designee).

The Association Vice Presidents shall be provided with a common planning period at the end of the day in order to participate in District/Association meetings. The Association President’s planning or release time will also be scheduled at this time in order to facilitate participation in these District/Association meetings.

The parties recognize that emergency situations may arise which require the immediate attention of the Association President. In such cases, campus administrators will arrange for substitute coverage, and the Association President shall be immediately released from teaching duties.

ARTICLE V
Working Conditions

A. Teacher Work Day

1. School Calendar. The School Calendar shall be prepared by the Board of Education and shall comply with the School Code of the State of Illinois. The calendar each year shall reflect one hundred eighty-one (181) required attendance days for teachers except for the 2020-2021 school year which shall have one hundred eight-four (184) required attendance days for teachers to attend training related to the new two-campus model and the flex mod schedule. In addition to their annual salary, teachers will be paid their per diem rate for the three (3) additional days. In addition to the three (3) additional days, teachers participating in the District’s Retirement Incentive Program in which case he/she will be provided with three (3) floating holidays (which may be used consecutively) in lieu of being paid a per diem and such days must be used during the 2020-2021 school year sometime after the initial three (3) days of training at the beginning of the school year.

Re-contracted teachers shall attend the Pre-School Workshop on the day before the first student attendance day. Newly hired teachers may be required to attend pre-
calendar workshops. Attendance at the Workshop(s) shall not bear any extra compensation other than that called for by the teacher’s contract.

An Advisory Calendar Committee shall meet annually no later than the end of the first semester. The Committee shall be comprised of members of diverse stakeholder groups including, but not limited to, members of the administration and the Teachers’ Association. Members of the Committee may provide recommendations regarding the School Calendar, but such recommendations are advisory. It is agreed that the School Calendar that is recommended by the Superintendent will be submitted to the Teachers’ Association two weeks prior to submission to the Board for adoption.

2. **Work Hours.** On days when school is in session, full-time teachers may be required to be on the job at school for eight (8) clock hours per day. These hours do not necessarily need to be consecutive. Teachers recognize the need to be available to meet with students at reasonable times both during and beyond the student school day. Each teacher will publish to students and parents those days and times when the teacher is available to provide instructional assistance to students. In the event the Board desires to implement a required tutorial period, the Board will bargain the decision and the impact prior to its implementation.

   a. In addition to the foregoing, teachers may be required to attend not more than three (3) evening events per contract year. Counselors may be required to attend up to nine (9) evening events, such as the college fair, freshman orientation, parent meetings and the like. Counselors required to attend more than three (3) of such events shall be compensated at the rate for curriculum work. This provision shall not apply to extra-curricular or minor non-class assignments.

   b. Teachers will sign out when leaving their assigned campus during the workday and, if applicable, will sign in upon returning to the campus during the workday. Teachers will sign in and out when visiting any campus that is not the teacher’s assigned campus.

   c. In the event the Board determines to offer an evening program as a supplement to a regular school year program, the Board shall be entitled, without negotiations with the Association, to determine terms, conditions and pay for employees who work for the program, provided that no negotiating unit member may be required to accept any assignment therefor. Evening program vacancies will first be filled by negotiating unit members who are interested and qualified for the position before a vacancy may be offered to an applicant that is not employed by the District in a negotiating unit position. In the event, however, that the Board determines to offer an evening program at which negotiating unit members are required to teach, the Board shall first negotiate the terms, conditions and pay for said assignments.
d. A voluntary offer by a negotiating unit member to teach at an evening program and/or a summer school program shall not be deemed to be an assignment to teach by the Board, nor shall any such member be deemed a bargaining unit member for such employment.

e. If applicable, late Start School Improvement (SIP) days begin the second week of school.

f. Each teacher shall be entitled to a duty-free lunch period of at least thirty (30) minutes.

3. **Planning Periods and Release Time.** It is the teacher’s professional right to order the priorities of his or her planning time. It is understood that the excessive use of such period for personal purposes or for attending to the business of the Association or any other teacher group is not the intent of such periods. Planning periods are for preparation purposes, defined to include planning, grading of papers, assisting students, self-directed professional growth, professional reading, professional responsibilities as identified by the Professional Evaluation Committee (PEC) anchor standard contained in Domain 4 Professional Responsibilities Component 4f, and study.

a. Media Center Directors shall arrange their daily schedule to include a reasonable amount of planning time, provided, however, that such time will not be scheduled at the same time each day.

b. Nurses shall be available by telephone or by radio when not in the nurse’s office.

c. Social workers, psychologists, deans, and counselors will have the equivalent of five (5) periods of work daily and shall arrange their daily schedule to include a reasonable amount of planning time provided, however, that such time will not be scheduled at the same time each day.

d. The administration will make best efforts to schedule at least one common planning period for teachers in co-teaching assignments. If teachers in a co-teaching assignment are not scheduled for at least one common planning period, the teachers may request and receive an explanation from the administrator responsible for creating the teachers’ schedules.

e. The District Mentor Coordinator will be allowed to use one (1) planning period each day to attend to District Mentor Coordinator responsibilities if such responsibilities cannot otherwise be attended to during the regular workday.

f. Effective the second semester of the 2019-2020 school year, special education teachers with case management duties shall be provided an extra planning period in
lieu of a supervisory study hall period for the purpose of performing case management responsibilities. In the event that the District is unable to provide the extra planning period, the special education teacher shall be compensated in the amount of $2,700.00 for each semester that he/she is only provided one planning period as part of his/her regular workday.

4. **Number of Preparations.**

The Board recognizes that the greater the number of different classes which a teacher must conduct, the greater the preparation effort needed. It is to the advantage of both the teacher and the students to reduce the number of different classes each teacher is assigned while maintaining a breadth of curriculum appropriate for high schools of our size. To this end, the administration will be directed to collect data each semester regarding the number of different preparations per teacher at each campus and by District. The campus data will be distributed to the School Improvement Committee each semester, and the District data will be provided to the Association leadership through the Superintendent.

a. The Association President and Campus Vice Presidents shall receive a list each semester of teachers’ assigned more than three (3) preparations. The list shall be provided no later than May 1 for first semester of the coming school year and no later than November 1 for second semester of the current school year. Teachers who are being assigned more than three (3) preparations shall receive notice of the same no later than May 15 for first semester of the coming school year and no later than November 15 for second semester of the current school year.

b. Any teacher involuntarily assigned more than three (3) preparations in a semester may access the following review process:

i. Upon request of the teacher, the campus Principal shall meet with the affected teacher and the Campus Vice President to explain the reason for the assignment or more than three (3) preparations. The parties may explore alternatives.

ii. The affected teacher, the Association President, and the Campus Vice President may meet with the Superintendent or designee to further discuss the situation and explore alternatives to the assignment which involves more than three (3) preparations.

Whenever possible, a teacher shall not experience an involuntary assignment requiring more than three (3) preparations for two (2) or more consecutive semesters.
5. **Class Size/Distribution of Students**

The Board and the Association agree that maintaining class size at a level which supports a safe conducive learning environment is a significant factor for student achievement.

The Board maintains the authority regarding class size. The following guidelines represent campus averages and shall be referenced in determining class size. The Board’s decisions regarding class sizes are not subject to the grievance procedure of this Agreement.

<table>
<thead>
<tr>
<th>Course</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied Technology</td>
<td>24</td>
</tr>
<tr>
<td>Art</td>
<td>24</td>
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<tr>
<td>Business</td>
<td>29</td>
</tr>
<tr>
<td>Driver’s Education</td>
<td>29</td>
</tr>
<tr>
<td>FCS</td>
<td>24-29</td>
</tr>
<tr>
<td>Fashion Construction</td>
<td>14-16</td>
</tr>
<tr>
<td>Foreign Language</td>
<td>29</td>
</tr>
<tr>
<td>Language Arts</td>
<td>29</td>
</tr>
<tr>
<td>Language Arts (Freshman)</td>
<td>24-26</td>
</tr>
<tr>
<td>Math</td>
<td>29</td>
</tr>
<tr>
<td>Math (Freshman)</td>
<td>24-26</td>
</tr>
<tr>
<td>Music</td>
<td>40</td>
</tr>
<tr>
<td>Physical Education</td>
<td>40</td>
</tr>
<tr>
<td>Piano Lab</td>
<td>15</td>
</tr>
<tr>
<td>Science</td>
<td>24</td>
</tr>
<tr>
<td>Social Studies</td>
<td>29</td>
</tr>
<tr>
<td>Social Studies (Freshman)</td>
<td>24</td>
</tr>
<tr>
<td>Sophomore Health</td>
<td>29</td>
</tr>
<tr>
<td>Special Education -HZ</td>
<td>15</td>
</tr>
<tr>
<td>Special Education - Believe</td>
<td>8</td>
</tr>
</tbody>
</table>

Because the development of the master schedule is a critical factor in maintaining class size guidelines, it is important that teachers within a department be involved
in the development of schedules. Involvement shall mean the following:

a. Departments with more than two (2) teachers will meet with their immediate supervisor to discuss the course to be taught within the departmental sectioning allocation.

b. Because of shifts in enrollment which take place during the summer after schedules have been developed, schedules shall be readjusted in the fall to attempt to achieve a more equitable distribution of students among same or similar courses, taking into consideration student needs, facilities, or equipment limitations and staffing levels. Affected teachers will be involved in discussing the readjustment.

c. Each campus Vice President and designated administrator will meet weekly to discuss those classes that are outside the class size guidelines. These meetings will begin no later than July 15 and will continue through September 1. Following September 1, either party may request a meeting to discuss class size issues.

d. If the class size guideline numbers change from year to year, the Administration will meet with the Association to explain why and receive any input from the Association.

B. Late Start School Improvement (SIP) Meeting Time & Early Release Days

1. Late Start School Improvement (SIP) Meeting Time

   a. Meeting time shall occur from 7:30 a.m. - 9:15 a.m. on the weekly designated late start day.

   b. Late start meeting time can be used as follows:

      • 1 week per month for department meetings (e.g. IEP meetings, curriculum team meetings, data meetings, MTSS meetings)

      • 1 week per month for professional development (e.g. Professional Learning Community time)

      • 1 week per month for grade level meetings (e.g. data meetings, MTSS meetings)

      • 1 week per month for District-wide committee meetings or campus -option/self-directed time (e.g. PBIS meetings, D.C.A.C. meetings)

      • If there is a 5th week in a month, it will be used for District-
wide department meetings
c. All faculty members are required to attend all faculty meetings. Faculty meetings shall only be held during the designated meeting time on the latest start day.
d. The number of faculty meetings shall not exceed two (2) per month.

2. Early Release Days

a. Commencing with the 2020-2021 school year, the District will schedule from four (4) to six (6) early release days per school year (e.g. SIP team meetings)

C. Emergency Meetings

In cases of emergency, the Principal may call a staff meeting to disseminate critical information. Such meetings shall be limited to thirty (30) minutes in duration.

D. Association Dues, Payroll and Payroll Deductions

1. Upon the written request of the employee, which the employee may revoke in writing within thirty (30) days, payroll deductions will be made by the Board for dues payable to the National Education Association, the Illinois Education Association, the Rich Township High School Education Association, credit union deposits or payments, contributions and payment for insurance or annuity program purposes in accordance with the provisions of 50 ILCS 125/1 through Section 125/6, including any contributions to the Health Maintenance Organization selected and administered solely by the Association. Except as otherwise may be provided by law, dues or portions thereof shall be paid to the Association by the Board no later than ten (10) days following receipt of the funds.

2. Teachers shall be paid their salary in 24 equal installments beginning in August and ending in August. All earned payroll shall be paid to bargaining unit members by mailing paychecks for July and August payroll, dated June 25, on said date. Teachers may elect to pick up their checks or use direct deposit instead of having them mailed.

3. Teachers who have executed contracts for year-long extra-curricular positions shall receive the salary therefor in twenty-two (22) equal installments. Extra-curricular contracts signed by the last day of student attendance shall be reflected in the August 25 payroll; contracts signed by the first day of student attendance shall be reflected in the October 25 payroll; contracts signed thereafter shall be reflected in the January 25 payroll. For extra-curricular contract changes which take place after December 31, payroll adjustments will be made in the last installment. Extra-curricular assignment work not performed may result in a pro-rata deduction from the applicable stipend.
4. Teachers who have executed extra-curricular contracts for seasonal extra-curricular positions shall receive the salary therefor in two (2) equal installments. The first payment will be made approximately midway through the regular season and the second payment will be made after the completion of the regular season. A payment schedule for each extra-curricular position shall be established and provided to employees working under extra-curricular contracts for seasonal extra-curricular positions. Extra-curricular assignment work not performed may result in a pro-rata deduction from the applicable stipend.

5. Only those teachers who received their paychecks over ten (10) months during the 1991-92 school year shall be allowed to continue with the ten (10)-month payroll option. Should any teacher on a ten (10)-month pay option, hereby “grand mothered,” later elect the twelve (12)-month pay schedule outlined above, said teacher shall not be allowed to later return to the ten (10)-month pay option.

E. **Split Assignments**

1. Effective the 2019-2020 school year, full-time teachers who are assigned to more than one campus for instructional class duties shall receive the sum of One Thousand Dollars ($1,000.00) per semester as a stipend for a reduction of that teacher’s lunch period or preparation period. This stipend shall be in addition to any mileage reimbursement to which the teacher may be entitled. Such teachers shall also be provided with an extra preparation period in lieu of being assigned to a supervisory study hall.

2. The home school for a teacher with a split assignment shall be the school which includes the majority of the teacher’s assignment during first semester. The primary evaluator for said teacher shall be the immediate supervisor from the teacher’s home school; however, the immediate supervisor and principal from the other school shall have input into the evaluation.

F. **Sixth Assignments**

Sixth Assignments other than Multi-Tiered Systems of Support (MTSS) and Academic Labs. Sixth assignments other than MTSS and Academic Labs shall be limited to those that are necessary to accommodate students’ course selections. Beginning in the 2019-2020 school term, compensation for sixth assignments shall be one-tenth of the teacher’s salary of the current school year, not to exceed Master’s-30 column step 15 on the salary schedule for that same school year, for each semester course taught on a voluntary basis. Sixth assignments beginning within the first 17 student contact days will not be prorated. Sixth assignments that begin after the 18th contact day shall be prorated based on the number of student contact days in that semester. Notwithstanding the foregoing, in the event a teacher is unable to fulfill his/her Sixth assignment duties due to an extended Leave of Absence (in excess of ten (10) consecutive days), the compensation will be prorated accordingly. No first year teacher in the District may apply for or receive such assignment. The administration is free to choose from all applicants in making such assignment.
G. Multi-Tiered Systems of Support (MTSS) Instruction, Academic Lab and Freshman Advisory Assignments

1. Multi-Tiered Systems of Support (MTSS) Instruction

MTSS assignments for the 2019-2020 school year shall be subject to the terms and conditions of Article V, Section G.2 (a-f) of the 2016-2019 collective bargaining agreement between the Board and the Association. MTSS assignments will be eliminated at the end of the 2019-2020 school year.

2. Academic Lab Assignments

Commencing with the 2020-2021 school year, the District will implement three types of Academic Labs which will include (1) an Intervention Lab, (2) a Pre-AP/AP Center Lab and (3) a Guided Learning Center Lab. Before each school year, the Administration will decide which content areas will be included as part of an Academic Lab offered to student based on academic data and indicators.

Teachers may be assigned to an Academic Lab as part of their five (5) assignments. There shall be no additional compensation for a teacher assigned to an Academic Lab as part of the teacher’s five (5) assignments. Teachers who are assigned to an Academic Lab for one period in lieu of a supervisory study hall shall be compensated in the amount of $5,000.00 per semester. A teacher not assigned to an Academic Lab shall be assigned a supervisory study hall period in addition to the teacher’s five (5) assignments during which the teacher is only required to perform supervisory duties.

Teachers assigned to an Academic Lab shall be selected by the Administration from a pool of qualified teacher volunteers whose specific expertise is appropriate for the content area being supported by the Academic Lab. If there are no qualified volunteers, the Administration may assign a teacher to an Academic Lab in lieu of a supervisory study hall. No teacher may be assigned more than two (2) Academic Lab assignments.

No lesson planning shall be required for an Academic Lab assignment. Academic Lab assignments will not be subject to the PEC formal and informal teacher evaluation process. However, separate evaluations, which have no bearing on the teacher’s PEC rating, may be conducted for the purpose of determining whether a particular teacher is permitted to continue in the Academic Lab assignment.

Academic Labs may not exceed a class size of eighteen (18) students. The Administration will make all reasonable efforts when assigning teachers to the Pre-AP/AP Center Lab that such assignment will be part of their five (5) assignments.
3. Freshman Advisory

Commencing with the 2020-2021 school year, the District will implement a Freshman Advisory Program. Teachers may be assigned to a Freshman Advisory as part of their five (5) assignments for no additional compensation.

H. Summer School and Summer Work

1. Guidelines for Selecting Summer School Teachers
   a. Application should be in writing prior to a fixed deadline.
   b. The Director of Summer School will check with the Associate Principals and Principals to ascertain qualifications of teachers.
   c. Quality should be foremost in consideration before seniority.
   d. Priority of consideration for summer school positions:
      i. Teacher returning next year
      ii. Teacher joining staff
      iii. Teacher who is leaving the District
      iv. Teacher in another District
   e. A person teaching a summer school course during the school year will be considered prior to those teaching another subject.
   f. Selection of summer school teachers should be rotated from year to year among those that equally qualify to teach a particular subject.
   g. As soon as possible, all applicants will be notified of their prospects of being employed.
   h. There may be instances where a conflict exists. The final decision in hiring summer school teachers will be the responsibility of the Superintendent.

2. Other Summer Work
   a. For summer work which is assigned, the District will pay the employee a per diem rate; for summer work that is voluntary, the Board will set an hourly rate of pay.
b. Counselors, nurses, social workers and school psychologists shall be paid at their per diem rates for all summer work directed by the administration with the following stipulations:

i. In consultation with the counseling staff, the campus administration shall develop the schedule for when summer counselor, nurse, social worker and school psychologist work is needed and shall provide the schedule to the counselors, nurses, social workers and school psychologists no later than the first school week following Spring Break.

ii. The administration and the counselors, nurses social workers and school psychologists shall work together to schedule counselors, nurses, social workers and school psychologists to work on the dates included on the schedule developed by the administration.

iii. If some dates are not covered, the administration may assign counselors, nurses, social workers and school psychologist to cover those dates. Every attempt will be made to balance the total number of days assigned so that no counselor, nurse, social worker or school psychologist is assigned a number of days disproportionate to other counselors, nurses, social workers or school psychologists.

iv. No counselor, nurse, social worker or school psychologist shall be involuntarily assigned to work more than one day per week during the summer. Each counselor, nurse, social worker and school psychologist shall also be guaranteed four (4) consecutive weeks when he/she shall not be required to work.

v. No counselor, nurse, social worker or school psychologist may be required to work during winter or spring break. If such an employee is requested to do so, and if the employee agrees, the employee shall be paid at his/her per diem rate.

I. Committees

1. A School Improvement Committee will be established in each campus to identify and prioritize defined issues concerning school improvement and to propose and implement solutions as part of the Campus School Improvement Plan as required by the ISBE. The Committee will be comprised of administrators, teachers, parents, and students who have freely volunteered to participate and who have been selected by the Principal (if administrators or parents), their department (if teachers), and by the student government (if students). Each committee will meet a minimum of once monthly for the duration of the school term. Each committee will implement a collaborative decision-making model where consensus and ownership are key elements. To this end, each agenda will be jointly developed by the teacher chairperson and the Principal with input from members of the committee. Meetings will be chaired by the Principal or designee and will generally take place outside the seven
period day.

2. The purposes of the District Curriculum Advisory Committee (D.C.A.C.) are to (1) provide the Superintendent and Board of Education with recommendations on courses to be added or dropped from the District Course Taxonomy, as well as the grading practices used to communicate student achievement; (2) provide staff with direction and support for issues related to curriculum development, renewal, and evaluation; and (3) develop, implement, and monitor a curriculum framework to be used in evaluating the effectiveness of curricular programs and practices.

The following procedures will be implemented:

a. D.C.A.C. will be comprised of two (2) teachers for each administrator on the Committee and chaired by the Superintendent’s designee as a non-voting member. Each District department will be represented by one teacher elected from the entire department of the District.

b. Agendas and pertinent back-up material will be provided well in advance (two weeks or more) of each meeting. Copies of the same shall be provided to the Association President and members of the School Improvement Committee at each school at the same time such materials are provided to members of the D.C.A.C.

c. Recommendations from D.C.A.C. which are disapproved by the Board of Education/Superintendent will be returned to D.C.A.C. with notice of reason(s).

d. Changes generated by the Board of Education will be forwarded to D.C.A.C. for input prior to approval or disapproval by the Board.

e. Minority reports may be filed.

3. For committees other than specified elsewhere in the contract, composition shall be determined as follows:

a. On the campus level, by agreement of the Principal and Association Vice President.

b. On the District level, by agreement of the Superintendent and Association President.

c. On District committees paralleling campus committees—the Campus committee will select District committee membership from their campus.

d. Designees may act on behalf of Superintendent, President, Principal or Vice President.
e. To assure continuity of membership of on-going committees, the parties will agree to stagger the terms of their respective membership.

4. Only the procedural elements of this Article shall be enforceable through the grievance procedure included in the Professional Negotiations Agreement. Failure of the Board to act in agreement with recommendations which may be made by a committee shall not be subject to the grievance procedure.

J. Teacher Participation in Administrative Council Hearings

Teachers who witness or are directly involved in incidents of student misconduct that result in a student’s suspension or expulsion from school may be required to attend Administrative Council Hearings. When a teacher is required to attend, the Administration shall provide written notification which shall include the reason the teacher’s attendance is required.

Security personnel shall be present on the campus during Administrative Council Hearings. Teachers who attend such hearings shall be notified of the determination made by the Board of Education regarding the student’s recommended suspension or expulsion.

K. Implementation of New Programs

The Association and the Board recognize the need to implement district-wide programs and processes to serve students and enhance organizational effectiveness. Any district-wide implementation of a program or process that requires professional development and impacts the teacher work day, a department or the student body as a whole, shall be initiated using the following collaborative process:

1. New programs or processes may be suggested by Association members through a recommendation to their campus administrator and/or by an Administrator.

2. The member suggesting the process, or the Administrator will present the new program or process to the Association President.

3. The Association President and the Superintendent will discuss the new program or process.

4. An ad hoc committee will be identified based on the purpose and scope of the new program or process proposed. The committee shall consist of an equal number of representatives from the Association and the Administration, with each side identifying the members that will serve.

5. The committee will review the proposal, considering the following factors:
   a. Alignment with Board of Education goals
b. Research about the proposed program

c. Demonstrated need in the District

d. Financial impact

e. Information about the proposed program from other comparable school districts where the program is utilized

6. Based on the recommendation of the committee, a timeline for implementation will be created, designating time, if necessary, for the following:

   a. Needed professional development

   b. Piloting

   c. Review and evaluation of pilot

   d. Final implementation

Programs that have been adopted shall undergo periodic review. A new program or process that impacts a teacher’s hours or working conditions will be bargained with the Association in accordance with the Illinois Educational Labor Relations Act.

L. New Teacher Induction Program

The District shall provide a collaborative Administration/Association co-facilitated induction program. Current teachers shall be involved in the development and delivery of new teacher orientation programs so long as the teachers agree to be involved. Teachers who do actual presentations as part of the program and those who develop presentations shall be compensated at the “Curriculum Rate” for one (1) hour for the presentation time as well as for one-hour of preparation time. First year teachers to the District will attend the induction program prior to the beginning of the school year.

M. Two-Year Teacher Mentor Program

1. Administrators will facilitate mandatory paid professional development for 1st and 2nd year mentees (developed with input from the professional evaluation committee (PEC) and campus mentor coordinators) approximately 4-5 times per school year.

2. First and second year teachers shall be provided a mentor. The mentor and mentee shall meet confidentially during the school year. If a mentor-mentee meeting occurs before or after the teacher work day, the mentee shall be paid for the time attending the meeting at the curriculum rate, not to exceed five (5) hours per year.
N. **Course Preparation**

Teachers understand the need to be adequately prepared for the courses they teach. To that end, tenured teachers shall submit a monthly plan for instruction electronically through the District shared drive. Non-tenured teachers shall submit bi-weekly plans electronically to the same District shared drive.

Instructional plans must contain the following core elements:

a. Summary or overview of the monthly unit;

b. Standards as determined by content area;

c. Learning outcomes/objectives;

d. List learning activities/tasks for differentiation and interventions; and

e. Assessment.

Resources for instructional planning, including sample plans and templates, shall be provided through a shared portal accessible to teachers. Principals, or another designated administrator, shall provide feedback on instructional plans submitted.

O. **Professional Development**

a. The District, after gathering input from teachers, will develop and maintain a dynamic list of possible professional development opportunities that teachers may request to be offered by the District. Additionally, teachers may use the professional growth application process to request to attend out-of-District professional development events.

b. The District may offer teacher-optional extended learning and professional development opportunities for teachers at a variety of times during the teacher workday. Non-participation in the teacher-optional extended learning and professional development opportunities will not be reflected negatively in a teacher’s performance evaluation.

c. The District may offer extended learning and professional development opportunities for teachers after the teacher work day. Teachers who attend such opportunities shall be paid at the “Curriculum Rate” at set forth in Article XV, Section D.

P. **Professional Development Funding**

The Board will fund professional development training at the level of Thirty-Two Thousand Dollars ($32,000) per year plus state grants for professional development, if any. The cost of substitute teachers required when teachers are absent to attend professional development training will not be taken from the professional development training funds.
ARTICLE VI
Employee Rights

A. Association Membership

1. The Board agrees not to discriminate with respect to the hiring, tenure, or continuity of employment, or in promotional opportunities or in any other way, because of an employee’s membership or non-membership in the Association or any other employee organization. The Board also agrees not to impose or threaten to impose reprisals on professional employees, or to discriminate against professional employees by reason of their exercising the rights provided by this Agreement.

2. The Association agrees to admit to membership all employees in the negotiating unit regardless of race, religion, color, sex, political affiliation, national origin, and membership or non-membership in any other employee organization. Membership in the Association, in the Illinois Education Association, the National Education Association, or any other employee organization shall not be a condition of employment for any teacher.

3. It is further recognized that any employee in the negotiating unit may join any employee organization of his/her own selection, whether or not the employee organization is the sole and exclusive negotiating agent for the negotiating unit, or may refuse to join any employee organization, and any employee shall have the right to present grievances, or submit suggestions to, and discuss professional problems with the Board either as an individual or in a group. However, such discussions are not to be interpreted as any form of negotiation.

4. It is further agreed that the benefits and terms of any and all decisions and conclusions the Board may reach, after having negotiated with the Association, shall apply equally to all employees in the negotiating unit without regard to their membership or lack of membership in the Rich Township High School Education Association, or any other employee organization.

5. The teacher shall be guaranteed the right to be active politically, provided that such activity is not conducted on school premises during working hours and does not involve students of his/her school on school premises (such restriction does not prohibit a teacher from attending a political meeting on school premises at which students are present), and provided also that the teacher conducts such activity as a private individual and not as a representative of the Board or the school district or its students. Political rights shall include, but not limited to, registering and voting or assisting others therewith, participating in party organization activity, discussing political issues publicly, campaigning for or against candidates or propositions, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with a teacher’s employment with the school district.

B. Rights of Probationary Teachers
1. In accordance with the laws of the State of Illinois, any teacher in a probationary status in his/her first or second in District 227 may be denied a contract for the following year without cause. The following options are open to a teacher in such a situation:

   a. He/she may verbally agree to consider resignation within a few days.

   b. He/she may consult with the Association before making a decision.

   c. He/she may then write a letter of resignation or he/she may elect not to resign.

   If the teacher elects not to resign, then the administration may recommend non-renewal of his/her contract to the Board of Education. This is not final action, however, but only a recommendation.

   If the administration makes such a recommendation, then the teacher may ask the Board for an executive session to explain his/her position. If such a session is granted, then the teacher shall have the right of counsel.

   If the Board does not renew the contract, then a certified letter shall be mailed to the teacher informing him/her of such action at least forty-five (45) days prior to the last day of school.

2. In accordance with the laws of the State of Illinois, any teacher in a probationary status in his/her third or fourth year in District 227 may be denied a contract by the Board's giving written notice stating the reason therefor. Before the administration makes a recommendation for non-renewal of contract to the Board of Education, it shall provide the teacher with a written statement outlining the reasons for such a recommendation. The following options are open to a teacher in such a situation:

   a. He/she may verbally agree to consider resignation within a few days.

   b. He/she may consult with the Association before making a decision.

   c. He/she may then write a letter of resignation or he/she may elect not to resign.

   If the teacher elects not to resign, then the administration may recommend non-renewal of his/her contract to the Board of Education. This is not final action, however, but only a recommendation.

   If the administration makes such a recommendation, then the teacher may ask the Board for an executive session to explain his/her position. If such a session is granted, then the teacher shall have the right of counsel.

   If the Board does not renew the contract, then a certified letter shall be mailed to the teacher informing him/her of such action at least forty-five (45) days prior to the last day of school. The reason or reasons must be stated in this letter for non-renewal of his/her
contract.

3. The provisions of parts 1 and 2 above shall not apply to part-time teachers, nor shall anything in this Agreement be interpreted to mean that tenure, seniority, and/or service credit for purposes of determining continuous service be extended to part-time teachers.

C. Indemnification/Campus Safety/Classroom Safety

In order to maintain a safe learning environment for students and staff, reasonable responsibilities and support shall be given to teachers with respect to the maintenance of control and discipline within the educational environment.

1. During Teacher Institute Days at the beginning of each school year, teachers shall receive training regarding student discipline processes and procedures, which may include, but not be limited to, writing student discipline referrals, Positive Behavioral Interventions and Supports (PBIS), In-School Suspension (ISS), and Restorative Justice.

2. Administrators and deans will review student discipline expectations with each class.

3. When requesting the removal of a student from a classroom for disciplinary reasons, the teacher shall complete a discipline referral form.

4. Student(s) who are removed from a classroom will be escorted from the classroom to the Climate & Culture Coordinator’s/Dean’s office with the appropriate referral form. In cases where immediate removal is warranted, written notification of the offense will be given to the individual accompanying the student.

5. To the extent permitted by law, the teacher shall be made aware of the actions taken and be given notice upon the student’s re-admittance to the classroom.

6. Pursuant to the requirements of Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14), the Board shall establish and maintain a parent-teacher advisory committee to develop with the School Board policy guidelines on pupil discipline including school searches, a reciprocal reporting system with local police agencies (regarding criminal offenses committed by students), and bullying prevention. The committee shall be composed of an equal number of teachers appointed by the Association and administrators appointed by the Superintendent or his/her designee. The Board, along with the parent-teacher advisory committee, shall annually review the pupil discipline policies, implementation of those policies, and any other factor related to the safety of the schools, pupils, and staff.

In addition, in order to maintain a safe and effective use of space in the learning environment for students and staff, a joint Administration/Association campus level committee for each campus shall meet at least twice per school year, or more as needed, to discuss ideas and issues that address both safety and space issues. Such committees will consider options for addressing classroom safety and space issues which shall include referencing guidance from the safety
practices used in the business sector, when appropriate.

**ARTICLE VII**

**Leaves of Absence**

A. **Sick Leave**

1. Every full-time certified teacher of this School District shall be entitled to paid sick leave in the amount of twelve (12) days per school year, which may be taken in not less than half-day units as required, except as set forth below. A half-day unit shall be defined as missing from one to four assigned periods while a full-day unit shall be defined as missing from five to seven periods. No sick leave shall be deducted if the teaching duties for the day are completed. Sick leave is interpreted, in accordance with the applicable provisions of the Illinois School Code, to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household (spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians).

Sick leave may be taken in quarter-day increments provided the teacher gives two (2) school days’ advance notice to the campus principal. A quarter-day shall be defined as missing up to two assigned periods. If a teacher schedules a quarter-day absence and is absent for more than a quarter-day, the additional time the teacher is absent shall be deducted from the teacher’s accumulated sick leave (minimum quarter-day increments). If no additional sick leave is available, the teacher will be docked for the additional time absent. The option of taking a quarter sick day is limited in each campus to no more than five percent (5%) of the campus teachers on any given day. A campus Principal may, but is not required to, waive the five percent (5%) cap in cases of undue hardship and/or emergencies. However, such waiver shall not establish a practice nor shall it be precedential.

2. The Board may, in accordance with the applicable provisions of the Illinois School Code, require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person’s faith as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

3. Sick leave days shall be credited at the beginning of each school year. Appropriate deductions will be made from the final pay of any employee who leaves before contract termination and has consumed more than the allowable leave.

4. Teachers’ accumulated sick leave shall not suffer a deduction until and unless the teacher has first utilized the annual twelve (12)-day allotment.

5. A teacher who adopts a child shall be allowed to use up to thirty (30) of his/her own sick leave days for the adoption process. The teacher shall provide documentation of the adoption to the Superintendent in advance of the request for leave.
B. Sick Leave Bank

1. The RTHSEA Sick Leave Bank is intended for assistance to teachers experiencing long-term medical conditions which prevent them from working and who have exhausted their own allotted sick leave. Teachers shall donate one sick leave day each school year to a sick leave bank consecutively for ten (10) years. If the sick leave bank drops below 2000 total days as of June 30th, then all teachers, who want to remain a member of the bank, with more than 10 years of service will contribute an additional sick leave day as of the first day of the new school year. Teachers who do not contribute an additional day will no longer be members of the sick bank and will not be eligible to rejoin. Days previously donated to the bank shall remain in the bank and will not be credited back to the donor. Retiring teachers may donate sick leave days to the sick leave bank at their discretion.

2. A teacher applying for sick leave from the bank must have exhausted his/her own sick leave and must present written verification of his/her own personal on-going illness from a physician licensed to practice in Illinois or Indiana. There shall be no obligation upon the receiving teacher to repay such leave.

3. The administering Committee will be appointed by the Rich Township High School Education Association. The Committee shall promptly report all donations and all grants of sick leave to the District Business Manager. The granting of leave shall be in accordance with rules and regulations promulgated by the Committee.

4. The teacher shall not hold the Board or Administration of School District 227 liable for decisions made by the Sick Leave Bank Committee of the Rich Township High School Education Association.

5. A teacher who wants to access sick leave bank must submit written notification of their need for leave no later than five (5) days prior to the exhaustion of his/her personal sick leave allotment. Sick leave bank days shall be taken in full day increments only.

6. Teachers may access sick leave bank days in accordance with the following parameters:

<table>
<thead>
<tr>
<th>Consecutive Years of District Service</th>
<th>Available Sick Leave Bank Days for Each School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>12</td>
</tr>
<tr>
<td>5-10</td>
<td>24</td>
</tr>
<tr>
<td>11+</td>
<td>Maximum 100 days lifetime use</td>
</tr>
</tbody>
</table>

Teachers may only use a maximum of 100 days of sick leave bank over the course of their employment with the District, except under extenuating circumstances, which shall be defined by the administering Committee.

7. Bargaining Unit members may donate up to five (5) of their personal sick days to the sick bank to assist a sick bank member who is suffering from a catastrophic illness who has exhausted his/her 100 day sick bank maximum. Sick bank members who are receiving such donations are limited to an additional sixty (60) days.

C. Personal Leave

1. Every full-time certified teacher shall be entitled to paid personal leave in the amount of two (2) days per school year, which may be taken in not less than half-day units, except as set forth below. A half-day unit shall be defined as missing from one to four assigned periods, while a full-day unit shall be defined as missing from five to seven assigned periods. Personal leave is interpreted to mean an emergency or other urgent and compelling business which cannot be transacted outside of school hours.

Personal leave may be taken in quarter-day increments provided the teacher gives two (2) school days’ advance notice to the campus principal. A quarter-day shall be defined as missing up to two assigned periods. If a teacher schedules a quarter-day absence and is absent for more than a quarter-day, the additional time the teacher is absent shall be deducted from the teacher’s accumulated personal leave (minimum quarter-day increments). If no additional personal leave is available, the teacher will be docked for the additional time absent. The option of taking a quarter personal day is limited in each campus to no more than five percent (5%) of the campus teachers on any given day.

2. In order to qualify for leave, a teacher must give the principal written notice at least two school days in advance of the day the absence is necessitated.

3. Personal leave may not be taken the first or last week of school, the workday immediately before or after a school holiday or vacation, or on in-service or institute days.

4. Personal leave may be denied by the principal if it would result in more than 10% of the teachers at a campus being absent for personal leave on any given day.

5. Up to one unused personal leave day may be carried over for use as a personal day during the following school year. Any other unused personal leave days will convert to sick leave. No teacher may have more than three (3) personal leave days at any given time. For example, if a teacher finishes a school year with three (3) unused
personal leave days, one day may be carried over to the following school year as a personal leave one day and the other two days will convert to sick leave. Teachers wishing to have all unused personal leave converted to sick leave at the end of a school year must notify the Business Office of this request no later than May 15. Otherwise, it will be presumed that the teacher wishes to have one (1) unused personal leave day carried over to the following school year.

6. A campus principal may, but is not required to, waive the five percent (5%) cap on quarter-day leave in Section 1, or the provisions of Sections 2 and 3 above in cases of undue hardship and/or emergencies. However, such waiver shall not establish a practice nor shall it be precedential.

D. Bereavement Leave

Every full-time certified teacher shall be entitled to two (2) paid bereavement days per school year for bereavement purposes for death within or outside the immediate family or household, as those terms are defined in Article VII (A)(1). The teacher will provide as much advance notice as is practicable of the need to use such days and will provide documentation regarding the need for such leave. Bereavement days shall not be cumulative and shall not convert to other forms of leave.

E. FMLA Leave

Teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

1. Definitions as used in this Section:

   a. "Eligible teacher" means a teacher who has been employed with the District for at least twelve (12) months (the twelve months need not be consecutive) and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.

   b. The term "academic terms" means that portion of the school year, July 1 to the following June 30, when school is in session.

   c. The term "equivalent position" shall mean a position that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites and status. It must entail substantially equivalent skill, effort, responsibility and authority.

   d. Other terms shall be defined as defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

2. Eligible teachers shall be granted leave, upon application, during any academic terms
for one or more of the following reasons:

a. the birth of a child and to care for the newborn child within one year of birth;

b. the adoption of a child or the placement of a child for adoption or foster care;

c. to care for an adopted or foster child with a serious health condition;

d. to care for a spouse, son, daughter, or parent who has a serious health condition;

e. a serious health condition that renders the employee unable to perform his/her job;

f. due to any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty); or

g. to care for a covered service member with a serious injury or illness of the employee who is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave).

3. Duration:

Leaves requested for the purposes listed in Section 2 a), b), c), d), e), and t) above shall be granted for a total period of twelve (12) workweeks unless a leave of shorter duration is requested by the eligible teacher or unless the teacher is, by virtue of another Section of this Article VII, entitled to a leave of longer duration.

Leaves requested for the purposes listed in Section 2 g) above shall be granted for up to a total of twenty six (26) workweeks of unpaid leave during any twelve (12)-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The Board shall not require teachers to use paid leave for purposes covered by Family and Medical Leave but teachers may choose to do so.

4. Notification:

If leave is requested under 2 a) or 2 b), the eligible teacher shall provide the Superintendent at least thirty (30) calendar days’ written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

After taking five (5) consecutive sick days, for the purposes of 2 c), d), e), an eligible employee must provide notice of their intent to return to the Human Resources Office. When leave is requested under 2 c), d) or e), the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the
operations of the District, subject to the approval of the health care provided. The eligible employee shall provide the Superintendent or his/her designee at least thirty (30) calendar days’ written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

5. Return to Work:

If returning from FMLA leave is occasioned by the teacher’s own serious health condition, the teacher is required to obtain and present certification from the teacher’s health care provider that he or she is able to resume work.

A teacher returning from FMLA leave shall be returned either to the same position as the teacher had at the time of the commencement of the leave or an equivalent position subject to: 1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and 2) the District’s reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

6. Intermittent Leave:

An employee may take leave intermittently or work on a reduced leave schedule when they access leave under 2 c) and d) in accordance with the U.S. Department of Labor’s guidelines.

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee’s FMLA leave entitlement. An employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

a. If an eligible employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee’s own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:

i. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
ii. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee’s regular position.

b. These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. Periods of a particular duration means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.

i. If an employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

7. Insurance

During FMLA leave, teachers are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the teacher before taking the leave, must continue to be paid by the teacher during FMLA leave. Employees who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

8. End of Academic Term

If an eligible teacher begins leave:

a. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three weeks’ duration and the return to employment would occur within three (3) weeks of the end of the academic term; or

b. Less than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term; or

c. Less than three (3) weeks prior to the end of the academic term, the
Superintendent can require the leave to extend to the end of the academic term if it is greater than five (5) working days.

9. Amendments

In the event of any amendments implemented, FMLA will be applied in accordance with the law.

F. Parental Leave

A parental leave of absence for the purpose of child bearing and/or child rearing without pay shall be granted to a teacher as follows:

1. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and delivery of the child. Said teacher shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least sixty (60) days prior to the date on which her leave is to begin. She shall include with such notice a physician’s statement certifying her pregnancy and the expected date of delivery. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions. The Board may require the teacher to submit to a physical examination by an obstetrician of the Board’s choice at its expense in order to determine the teacher’s fitness to perform her duties.

2. A male teacher shall be entitled, upon request, to a leave to begin at any time between the birth of a child whom he has fathered and one (1) semester thereafter. Said teacher shall notify the Superintendent in writing of his desire to take such leave and, except in case of emergency, shall give such notice at least sixty (60) days prior to the date on which his leave is to begin.

3. A teacher adopting an infant child (i.e., one (1) year of age or less) shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Said teacher shall notify the Superintendent in writing of his/her desire to take such leave and, except in case of emergency, shall give such notice at least sixty (60) days prior to the date on which his/her leave is to begin. Nothing in this Section restricts a teacher’s right to use sick leave for adoption as set forth in Article VII, Section AS.

4. The leave shall extend for the remainder of the semester following birth or adoption unless previously agreed upon by the Board and employee. The employee may apply for an extension of such leave for one or two additional semesters, subject to the approval of the Board. Application for an extension must be made to the Superintendent at least sixty (60) days prior to the termination of the original leave.

5. While on leave a teacher shall have the option to remain an active participant in the state
teacher retirement system at his/her own expense, subject to the approval of any
necessary third parties. While on leave, a teacher shall have the option to remain an active
participant in the fringe benefit program, subject to the approval of any necessary third
parties, at his/her own expense, except as is otherwise provided for Family and Medical
Leave regarding payment of contributions by the Board.

6. A teacher on parental leave of absence shall not be denied the opportunity to substitute in
the school district by reason of the fact that he/she is on such leave of absence.

7. Where a parental leave is granted, the Board shall not be required to assign the teacher,
upon return, to the same position held at the time leave was granted, but such teacher
shall be assigned to any position for which said teacher is qualified. Upon resuming
teaching duties following parental leave, the teacher's place on the salary schedule shall
not be lower than that to which he/she was entitled at the time leave was granted. The
teacher shall advance to the next step on the salary schedule if the teacher taught
ninety-one (91) or more days during the school year in which the leave was taken.

8. Nothing in this Section restricts a teacher's right to use her own sick leave and/or any
sick leave bank benefits to which she may be entitled for absences due to a
pregnancy-related disability prior to and/or subsequent to delivery.

G. Military Leave

Leave of Absence for Military Service shall be granted in accordance with the applicable
provisions of State and Federal law.

H. Research and Study Fellowship Leave

Members of the Negotiating Unit are eligible for release from teaching duties to work on
short-term research and study projects and programs upon recommendation of the
Associate Principal and the Principal of the school, based upon a program approved by
the Superintendent and the Board

I. Other Leaves of Absence

1. Leave of Absence shall be granted for compulsory military service and may be
granted for advance study, unusual or prolonged illness, or extensive travel. No salary
shall be paid for such leaves, nor shall any term extend beyond an academic year,
except for military leave which is governed by law.

2. Application must be submitted to the District Personnel Office by February 20 and
action will be taken by March 22.

3. Anyone on leave must notify the District of his/her intention to return by February 1.

4. Guidelines for teacher placement on schedule following return from leave of absence:
a. Step-step placement the year last taught in district plus one;

b. Lane-based on degrees and credits earned at the time of return.

5. As a requirement for a leave for advanced study being granted, the teacher must, at the time of application, show proof of acceptance and enrollment for any program of advanced study.

6. While on leave, a teacher shall have the option to remain an active participant in the state teacher retirement system at his/her own expense, subject to the approval of any necessary third parties. While on leave, a teacher shall have the option to remain an active participant in the fringe benefit program, subject to the approval of any necessary third parties, at his/her own expense, except as is otherwise provided for Family and Medical Leave regarding payment of contributions by the Board.

J. Sabbatical Leave

1. Sabbatical leave involving a program of study, travel, or other approved activity may be granted to teachers with six or more years of service, upon approval of the Administration and the Board of Education.

2. Sabbatical leave shall be granted only when the interest of the school is served as well as the interest of the individual, and shall not be construed to be automatic upon completion of six years of teaching service.

3. The sabbatical leave salary shall be 70% of full pay (62% to be paid directly to the recipient and 8% to the Teacher Retirement System of the State of Illinois), or in accordance with the minimum salary law as established by the State of Illinois, prorated for the length of such leave. In addition, the Board shall continue to make seventy percent (70%) of the normal insurance premium payments as if the teacher was actively employed on a full-time basis.

4. The recipient of the sabbatical leave must sign a contract to return to Rich Township High Schools for the year following the sabbatical.

5. Application must be submitted in writing to the District Personnel Office with a copy to the Associate Principal for Operations and the Principal by October 1. Within five (5) days of receipt of the application, the Association President will be informed that an application has been submitted. The recommendation of the Principal and Associate Principal for Operations is to be submitted to the District Personnel Office by November 1. The names of any recipients will be announced by the Board of Education. The final decision shall be communicated to the applicant and the Association President no later than December 15.

K. Disability Leave
In the event any tenured teacher has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of the remainder of the school term and one (1) complete school term next following the exhaustion of all sick leave benefits, including any sick leave bank benefits to which the teacher may be entitled. If, after the exhaustion of such benefits, the teacher is unable to return to work, said teacher shall conclusively be determined to be totally and permanently disabled, and his or her employment shall cease. In such case, the Board shall cooperate with the teacher in assisting the teacher with the Illinois Downstate Teachers’ Retirement System for securing any disability benefits the teacher may be entitled to receive.

L. Job Sharing

Two full-time, tenured teachers interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Superintendent no later than February 15.

The teachers may split the cost of insurance in any fashion agreeable to the two teachers involved so long as the maximum cost to the Board does not exceed the following: the Board shall contribute on behalf of each job-sharing teacher an amount equal to the appropriate fraction of the Board’s cost of insuring that teacher had he/she remained in a full-time position (based on his/her last type of coverage prior to the beginning of the job-sharing arrangement); each job-sharing teacher shall be responsible for paying the balance of his/her insurance cost. “Appropriate fraction” shall mean the fraction equal to the proportion of full time the teacher is working. Provided, however, that this cost sharing arrangement shall be contingent upon the insurance company consenting to a continuation of each such job-sharing teacher’s coverage.

Each teacher shall be paid a salary proration of his/her own step and lane on the salary schedule.

Approval of job sharing proposals shall be at the discretion of the Superintendent, and the granting of such a proposal shall not create a practice or precedent.

For purposes of tenure and seniority, the portion of a full-time position not worked by each teacher shall be considered to be a leave of absence, except for vertical salary movement which shall be governed by Article XV.

Job sharing applications shall be submitted on a one-year basis. Extensions for a second year may be requested, but are not guaranteed for approval.

ARTICLE VIII

Part-Time Teachers

In lieu of the provisions of Article VII - Leaves of Absence, and Article XIV-Insurance as outlined for full-time teachers, part-time teachers shall receive:
A. Paid Sick Leave

Twelve (12) work day absences per school year. The provision of Article VII, Sections A.2 and A.3. Shall apply as well as the last sentence of Section A.1.

B. Paid Personal Leave

One (1) work day absence per school year.

C. Insurance

1. In the event a teacher is employed for the first semester full time (.5 full-time equivalency) and is subsequently employed for the second semester full time (.5 full-time equivalency), the teacher shall receive all insurance benefits provided in Article XVI from the day of signing the second semester contract through the remainder of the year.

2. All other part-time teachers shall receive an insurance benefit equal to the proportion of the full-time schedule they are contracted to teach multiplied by $1,200.00.

   Such a stipend shall be paid no later than June 30 of each school year.

3. Any part-time teacher teaching .8 of the full-time equivalent or .9 of the full-time equivalent shall receive life insurance benefits equal to those of a full-time teacher.

4. In those instances where the Board employs, on a part-time basis, teachers who have retired from the Board’s employ, the Board will not be obligated to pay to said retiree the insurance benefits provided in Article VIII, Section C of the Professional Negotiations Agreement between the Association and the Board.

D. Tax-SHELTERED Annuities

Part-time teachers shall be allowed to designate payments toward a tax-sheltered annuity in accordance with Article XIV, Section D.

E. Family and Medical Leave

Part-time teachers who have been employed by the Board for at least one (1) year and who have worked at least 1,250 hours per year shall be entitled to Family and Medical Leave according to the same terms as are applicable to full-time teachers under Article VII. Any time such a part-time teacher is on Family and Medical Leave shall be considered time worked for the purposes of computing the insurance stipend due the teacher as provided in Section C above.
ARTICLE IX
Disciplinary Procedures

A. Fundamental Principles

1. The Board will implement the tenets of progressive discipline, including oral reprimand, written reprimand, suspension without pay and dismissal provided, however, that no teacher shall be disciplined without just cause. A teacher shall have the right to submit a rebuttal within thirty (30) days of any imposed discipline.

2. The disciplinary procedures found herein shall be subject to the grievance procedure, except for teacher dismissal and a Notice of Remediable Warning issued by the Board.

3. No disciplinary action shall be taken for violations of school or district policies unless such policies are in writing and have been made available to each teacher.

4. The Board shall provide the teacher with all evidence it intends to use as a basis for discipline against the teacher.

5. Nothing herein shall in any manner modify, limit or restrict the Board’s rights and/or obligations under Articles 24-11 and 24-12 of the Illinois School Code.

6. Notwithstanding anything in this Article to the contrary, the Board shall not be required to either utilize or exhaust any/or all of the steps of progressive discipline should the circumstance and severity of the employee’s conduct warrant.

B. Reprimands

1. The Superintendent, principal, or his/her designee may issue oral or written reprimands to discipline a teacher.

2. Prior to the issuance of written reprimands, the administrator shall conduct an investigatory meeting. Up to four (4) days prior to such meeting, the teacher shall be given written notice with specific reasons for the meeting. At the meeting, the teacher shall be given an opportunity to respond to the information provided. The teacher shall have the right to representation during any investigatory interview.

3. If a decision is made to issue a written reprimand, the teacher shall receive a copy of the written reprimand, which shall specify the reason(s) for the reprimand.

C. Suspension with Pay

1. The Board, Superintendent, or designee may suspend a teacher with pay.

2. If a decision is made to suspend a teacher with pay, the teacher shall receive written notice of the suspension with pay which shall specify the reasons for and duration of the
suspension with pay.

D. Suspension without Pay

1. The Board, Superintendent, or his/her designee may suspend a teacher without pay.

2. The Board, Superintendent, or his/her designee may suspend a teacher without pay subject to the following procedures:

   a. Investigatory Meeting. The Superintendent or his/her designee shall provide the teacher with written notice of the charges against the teacher and schedule an investigatory meeting with the teacher to review the charges. The teacher shall have a right to representation during the meeting. The teacher will be given an opportunity to respond to the charges and evidence presented. The parties shall meet prior to the suspension, or if circumstances require the teacher’s immediate removal from the premises, as soon thereafter as practicable, to advise the teacher of the evidence in support of the suspension.

   b. Notification. If, after such investigatory meeting with the Superintendent or his/her designee, a decision is made to suspend the teacher without pay, the teacher shall receive written notification of the suspension decision which shall specify the reason for the suspension, the date(s) and duration of the suspension, the teacher’s right to a review hearing with the Board of Education with representation to review the suspension decision, and a notation that the specific procedures to be followed in conjunction with the review hearing are found in this section of the Agreement.

   c. Review Hearing. The teacher shall be granted a hearing with the Board of Education to review the suspension unless the teacher agrees, in writing, to waive his/her right to such a hearing. Hearing dates shall be promptly scheduled in conjunction with a scheduled board meeting. The teacher shall be given written notice of the time and place of the hearing at least seven (7) calendar days prior to the hearing, providing, however, that nothing herein shall require a delay of the implementation of the suspension pending such Board review.

   d. Procedures to be followed at the hearing shall include:

      i. The hearing shall be conducted in closed session.

      ii. The teacher may be accompanied by a representative(s) of his/her choice.

      iii. The District and teacher may each make a short opening statement and closing statement.

      iv. The District shall first present their evidence in oral or written form.

      v. The teacher may then present oral or written evidence to refute the charge.
vi. A reasonable number of witnesses may be called and questioned by either party.

vii. All relevant evidence presented shall be received by the Board without regard to the technical rules of evidence in such a manner as is appropriate under the circumstances.

viii. The Board may uphold, modify, or reverse the suspension. If the suspension is reversed, any lost salary and benefits shall be restored to the teacher, and the personnel record/file shall be expunged of any notices or material relating to the suspension.

ix. The teacher may request reconsideration by the Board upon discovery of new information which was not available at the time of the review hearing.

E. Teacher Dismissal

Any teacher who is recommended for dismissal or discharge shall be entitled to a pre-termination meeting with the Superintendent or his/her designee at which time the teacher shall be advised of the basis for the recommendation and evidence in support thereof. At the pre-termination meeting, the teacher shall be given an opportunity to respond to the evidence presented. The teacher may be accompanied by a representative(s) of his/her choice.

Any teacher who is recommended for dismissal or discharge shall have all rights provided under the Illinois School Code.

ARTICLE X
Evaluations

A. Minimum Requirements

1. All evaluations shall be conducted in accordance with the procedures and timelines set forth in the Rich Township High School District 227 Professional Evaluation Plan as well as Section 24A-5 of the Illinois School Code and all applicable sections of the Illinois Administrative Code.

2. Except for any statutory requirements, tenured teachers who receive a new assignment or transfer will not be evaluated in that assignment until after one semester of teaching the new assignment. A new assignment shall be defined as a course for which the teacher has not taught within the last three years of employment in the District. During this time period, nothing in this section prohibits informal observations as defined in the Rich Township High School District 227 Professional Evaluation Plan.

3. Except for any statutory requirements, non-tenured teachers their 2nd, 3rd, and 4th year who receive a change in assignment shall not be observed formally in the new
assignment until after five (5) weeks of teaching the new assignment. During this
time period, nothing in this section prohibits informal observations as defined in the

4. In the event that the District implements a schedule that involves large group
instruction (classes of 50 to 75 students in an auditorium setting that may or may not
be video recorded), teachers who are assigned to a large group instruction mod will
not be subject to the PEC formal and informal teacher evaluation process during such
assignment.

B. PERA Student Growth Joint Committee/Professional Evaluation Committee

1. The PERA Student Growth Joint Committee, composed of an equal number of
teachers chosen by the Association and administrators chosen by the Superintendent
or his/her designee shall serve as the Professional Evaluation Committee.

2. The Professional Evaluation Committee will reconvene annually. During the first
semester meetings shall be monthly. Beginning in the second semester, the committee
shall meet twice a month.

3. The Professional Evaluation Committee shall be responsible for reviewing and
revising all tools in the Rich Township High School District 227 Professional
Evaluation Plan.

ARTICLE XI
Teacher Files

Official teacher files shall be maintained in the District Officer under the following
circumstances:

1. No material derogatory to a teacher’s conduct, service, character, or personality shall
be placed in the file unless the teacher has had an opportunity to read the material.
The teacher shall acknowledge that he/she has read such material affixing his/her
signature on the actual copy to be filed, with the understanding that such signature
merely signifies that he/she has read the material to be filed and does not necessarily
indicate agreement with its content. In the event that the teacher refuses to sign the
copy to be filed, a notation to that effect should be placed in the file by the
appropriate administrative officer, and initialed by the representative of the
Association.

2. The teacher shall have the right to answer any material filed and his/her answer shall
be attached to the file copy.

3. Upon appropriate request by the teacher, he/she shall be permitted to inspect copy or
reproduce anything in his/her file except the following: confidential credentials
provided by teacher placement offices and confidential letters of reference solicited
by the teacher or the Board prior to employment.

4. Personnel files shall be secure with access restricted only to appropriate personnel authorized by the administration.

ARTICLE XII
Grievance Procedure

The purpose of the grievance procedure is to facilitate communication and engage in a collaborative and purposeful problem-solving process.

A. Definitions

1. A grievance is a complaint by a member of the negotiating unit, or by the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. All time limits consist of school days, except that when a grievance is submitted 10 days or fewer prior to the close of the current school year, time limits shall consist of all week days absent federal holidays. The time limits specified may, however, be extended by mutual agreement in writing.

B. Procedures

1. Informal Resolution Procedure:

The parties acknowledge that it is most ideal for a bargaining unit member and his/her immediate supervisor to resolve problems through free and informal communications. With that in mind, a bargaining unit member may at any time submit a complaint verbally to his/her immediate supervisor. Such verbal complaint must also be shared with the appropriate Association representative. When requested by the bargaining unit member, an Association representative may accompany the member to assist in the informal resolution process with the immediate supervisor. If such process is successful, the immediate supervisor shall submit a brief summary of the grievance and resolution thereto to the grievant, the Association president, the Campus Principal, and the Director of Human Resources within five (5) school days. If, however, the process fails to satisfy the bargaining unit member or the Association, a grievance may be processed as set forth below.

2. Formal Grievance Procedure

Formal grievances must be submitted in writing by the Association on behalf of all affected bargaining unit members. The written grievance will state the nature of the grievance, will note the specific clause of the Agreement at issue, and will state the remedy requested. If the Association fails to pursue the appropriate step within the timelines set forth below, the grievance shall be deemed waived. If the Board or
Administration fails to respond within the timelines established, the Association shall have the right to appeal the grievance to the next step. A grievance at Step 1 or Step 2 may be elevated to the Step 3 process by mutual written consent of the parties.

a. **Step 1:** If the grievance is not resolved informally through the procedure set forth above, the Association shall file the written grievance with the appropriate administrator, and at a mutually agreeable time, discuss the matter with the Principal. The filing of the formal, written grievance must be within twenty-five (25) school days after the grievant becomes aware of the act, event, or commencement of the condition which is the basis of the grievance decision, in writing, shall be rendered by the appropriate administrator and delivered to the Association, with a copy to the grievant, within ten (10) school days after the Principal’s receipt of the grievance.

b. **Step 2:** If a mutually satisfactory agreement is not reached in Step 1, the Association may appeal the matter to the Office of the Superintendent within ten (10) school days after receipt of the written decision of the appropriate administrator. The appeal shall be in writing, and copies thereof shall be furnished to the Superintendent and the appropriate administrator. The Superintendent and/or his/her designee shall hold a conference within ten (10) school days after receiving the written appeal, and a written decision shall be rendered by him/her and delivered the Association, with a copy to the grievant within five (5) school days after the holding of said conference.

c. **Step 3:** If a mutually satisfactory decision in not reached in Step 2, the Association may appeal to the Board within five (5) school days after having received the written decision of the Superintendent and or designee. The appeal shall be in writing, and copies thereof shall be furnished to the appropriate administrator, the Superintendent’s designee, and the Superintendent. Within five (5) school days after receipt of the appeal, the Board shall notify the grievant and Association, in writing of the date when the Board will hear and consider the grievance, or of the Board’s decision to not hear the grievance. The Board shall hear and consider grievance at the Board’s next scheduled meeting or within thirty (30) calendar days of the appeal to Step 3, whichever shall first occur. The Board shall then render its decision within five (5) school days after the hearing of the grievance and shall communicate it in writing through the Superintendent’s Office to the Association, with a copy to the grievant.

d. **Step 4:** If a mutually satisfactory agreement is not reached at Step 3, or if the Board elects not to hear the grievance, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. Fees of the arbitrator and the American Arbitration Association, if any, shall be borne equally by the Association and the Board. The Board is not required to pay members of the bargaining unit for time spent in the process of grievances and arbitrations. If a demand for arbitration is not filed with thirty (30)
days of the date from issuance of the Board’s written decision, or the Board’s decision to not hear the grievance, then the grievance shall be deemed withdrawn.

e. Notwithstanding anything to the contrary herein, a grievant shall be paid his/her regular salary for his/her regular assignment for time away from his/her regular assignment because of the investigation or processing of his/her grievance.

f. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

g. Furthermore, should any member of the negotiating unit commence an action against the Board and/or any of its members individually or collectively, before any agency of court, charging the Board of any of its members with an alleged violation of any of the rights granted to or enumerated in the contract, that proceeding shall act as a bar to the commencement or further proceeding of any grievance filed in this contract which alleged as its subject matter any violation of any rights specifically enumerated in this contract. Nothing in this Section, however, shall be interpreted to mean that in the event a grievance has been resolved, settled, or proceeded to final adjudication, a member of the negotiating unit has waived his/her right to file such an action specified above.

ARTICLE XIII
Seniority and Reduction-in-Force (RIF) Seniority

A. Seniority

Seniority shall be defined as the length of continuous service within the bargaining unit.

Accumulation of seniority shall begin on the date the Board approves the teacher’s employment. If the date of approval for two (2) or more bargaining unit members is the same, then the tie will be resolved by referring to the date the teacher signed his/her contract. If necessary, time of signature on that date will be considered in determining seniority. Once the order of seniority for these employees is determined, these individuals, as well as the Association President, shall be notified in writing of the employees’ placement on the seniority list.

A teacher who voluntarily terminates employment in a bargaining unit position to accept another position in the District and who subsequently is re-employed to a bargaining unit position shall be entitled to earned seniority in the bargaining unit only. Upon re-employment, the teacher will be given seniority credit for his/her service in the bargaining unit prior to voluntarily leaving the bargaining unit and will be placed at the appropriate position on the seniority list.

The District will provide the Association President with a copy of the seniority list by February 1st of each school year. This shall occur each school term regardless of the District’s decision to conduct a RIF that school year.
B. Reduction-in-Force (RIF)

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the Sequence of Honorable Dismissal list and post it in each campus in the teacher copy room. In addition, at this same time, every teacher will receive documentation that supports their placement on the Sequence of Honorable Dismissal list. Such documentation will list the following information:

1. All-valid professional educator licenses and endorsements;
2. Each classification for which the individual is qualified to teach;
3. Ratings from the two to three most recent evaluations;
4. Employment date used to determine seniority;
5. An employee identification number.

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days from acknowledgment of receipt of the documentation to bring evidence to the Human Resources Office to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the Sequence of Honorable Dismissal list. If the list is revised due to a challenge, a revised Sequence of Honorable Dismissal list will be provided to the Association and posted at each campus.

In the event of a RIF, the District Administration will cause to be provided written notice by personal service to each teacher who is being recommended for release through a RIF. In addition, the Human Resources Office will provide written notice to the Association President of all teachers being recommended for the RIF. Both notice to the affected teachers and the Association President will be provided on or before the Friday prior to the Board meeting where recommendations for RIF will be presented to the Board for approval. Failure to comply with the notice provisions in this paragraph will not invalidate the RIF.

After the Board of Education has taken official action to eliminate positions in the bargaining unit, the Association will receive notification at least forty-five (45) calendar days prior to the end of the school year of which positions and/or programs are being eliminated as well as a list of all teachers being RIF’d. In addition, all teachers who are being RIF’d will be notified by certified mail, return receipt requested, and personal delivery at least forty-five (45) calendar days prior to the end of the school year with a statement of honorable dismissal and the reasons therefor.
ARTICLE XIV
Insurance

A. Life Insurance

1. The Board will provide at Board expense for each member of the bargaining unit a term life insurance policy of $30,000, which shall provide accidental death and dismemberment coverage.

B. Medical Insurance

The Board shall provide a group comprehensive medical insurance program for all teachers and their dependents.

1. For teachers electing HMO coverage, the Board shall pay 90% of the premium cost and the teacher shall pay 10% of the premium cost.

2. Teachers electing PPO coverage shall pay 14% of the premium cost; the Board shall pay 86% of such cost.

3. The individual deductible for all out-of-network physicians or service providers will be increased to $600.00. The family deductible for all out-of-network physicians or service providers will be increased to $1,800.

4. A wellness plan has been added to the benefits provided by the PPO and HMO plans.

5. Blue Advantage HMO or another lower cost option has been added as an additional coverage option.

The Board and the Association shall continue an on-going Insurance Committee. Membership on the Insurance committee shall be four Board members and/or administrators appointed by the President of the Board and five teachers appointed by the President of the Association. The Association shall designate one of its appointees as the chairperson of the Insurance Committee. The Insurance Committee shall meet at least quarterly and may hold additional meetings as agreed by members of the Insurance Committee. Responsibilities of the Insurance Committee shall include monitoring the insurance plan and its usage and conducting an employee education program aimed at making employees more knowledgeable consumers of health care. While the Insurance Committee is advisory only, the Committee may solicit bids and plan design changes from service providers other than the current plan provider and may make recommendations to the Board and the Association regarding provisions of the medical insurance plan. No changes will be made in the medical insurance plan without the express approval of both the Board and the Association.
C. Dental Insurance

The Board shall contribute 75 percent of the cost of a group dental insurance program for all members of the negotiating unit and their dependents. The insurance program shall be administered by the Administration with benefits at least equal to the Blue Cross/Blue Shield Pre-Dent program, effectuated by the Board June 1, 1986.

D. Tax-Sheltered Annuities

The Board will permit members of the negotiating unit to participate at their expense in an annuity plan with any legally chartered insurance company. Deductions from salaries for the purpose of paying annuity premiums will be made by the Board upon written request of the employee in accordance with the applicable provisions of 50 ILCS 125/1 through 50 ILCS 125/6.

E. Flexible Spending Account

The Board shall establish a flexible spending account/flexible benefits program which complies with Section 125 of the Internal Revenue Code for staff members who contribute $250.00 or more annually to this account. The Board shall pay all expenses related thereto.

ARTICLE XV
Salaries, Extra Duty/Special Pay, Extra-Curricular Pay, and Retirement

A. Compensation

1. The Board of Education, upon recommendation of the District administration, shall have the sole prerogative of placing new faculty members on the salary schedule with due consideration of their years of teaching experience as well as related work experience. In no case shall the teachers be placed on a step which is below their years of public Grade 6 through 12 teaching experience according to the following formula:

<table>
<thead>
<tr>
<th>Years of Prior Experience</th>
<th>Prior Experience Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to twelve (12) years</td>
<td>Full Credit</td>
</tr>
<tr>
<td>More than twelve (12) years</td>
<td>One (1) year of credit for each two (2) years of experience</td>
</tr>
</tbody>
</table>

However, the Board may award full credit for prior experience in instructional areas of
critical need as defined by the Board or the Illinois State Board of Education, provided that the critical need area(s) will be reviewed with the Association President prior to the awarding of such credit and in no case later than April 15 each year. Any credit awarded in critical need areas will be awarded to all newly-hired teachers assigned to teach in that area.

In the event that a District employed non-bargaining unit member is assigned to a bargaining unit position, the Association President shall meet with District Administration to confirm the employee’s proper placement on the salary schedule. These reassigned employees will be considered bargaining unit members and shall be placed on the salary schedule according to the following formula:

Reassigned employees may receive experience credit in more than one category.

<table>
<thead>
<tr>
<th>Type of Prior Experience</th>
<th>Prior Experience Credit</th>
</tr>
</thead>
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<tr>
<td>Teaching experience in District 227 only</td>
<td>Full Credit</td>
</tr>
<tr>
<td>Teaching experience in public Grade 6 through 12 outside of District 227</td>
<td>Full credit for up to twelve (12) years</td>
</tr>
<tr>
<td>Administrative experience in District 227</td>
<td>One (1) year of credit for each two (2) years of experience as a District 227 Administrator</td>
</tr>
</tbody>
</table>

In no instance will any reassigned employee be offered a salary not on the salary schedule.

2. Teachers may progress on the schedule only one step vertically in any school year. Completion of another year in the district does not assure that the teacher will move vertically on the schedule; only teachers issued a letter of remediation by the Board of Education shall not progress vertically for the ensuing school year.

3. Teachers shall move horizontally on this schedule upon presentation of official transcripts for course work provided that:

   a. Course work is at the graduate level.

   b. Course work is earned at an accredited institution.

   c. Course work is earned subsequent to the highest degree earned.

   d. Course work bears some direct relationship to the teacher’s job field(s) of teaching or to some aspect of the teacher’s job assignment (curricular or extracurricular).

   e. Course work earned subsequent to M.A.+30 is in the subject matter field(s) of
teaching or in teaching methodology. In the case of an employee whose assignment is not in-classroom teaching, course work earned subsequent to the M.A.+30 must be directly related to his/her job assignment.

f. The teacher provides notice to the Superintendent or his/her designee that he/she anticipates making horizontal movement on the salary schedule. Such notice shall be provided in writing on or before May 1 prior to the school term in which the teacher anticipates such horizontal movement.

In other cases a request for approval of courses shall be made of the District Superintendent prior to enrollment. Credit for correspondence courses will not be accepted. Credit for online courses will be accepted provided the course is pre-approved by the Superintendent or his/her District-level designee. Pre-approval will be granted if the Superintendent or designee determines the following criteria are satisfied:

i. The course work is at the graduate level;

ii. The course work is earned at a nationally accredited institution;

iii. The institution offering the course work recognizes the course for credit at the institution;

iv. The course work bears some direct relationship to the teacher’s job field(s) of teaching, or to some aspect of the teacher’s job assignment (curricular or extracurricular), or to the District’s professional development goals;

v. The teacher presents evidence of successful completion of the course; and

vi. The teacher provides notice to the Superintendent or his/her designee that he/she anticipates making horizontal movement on the salary schedule. Such notice shall be provided in writing on or before May 1 prior to the school term in which the teacher anticipates such horizontal movement.

Upon receipt of a written application for pre-approval for online course attendance, the Superintendent or his/her District-level designee shall have up to seven (7) business days (beginning with the first business day following receipt of the application) to approve or deny the application. If the Superintendent or designee fails to respond within the seven (7) business days provided, the application shall be deemed approved.

4. Part-Time Teachers

a. Initial Salary Placement

i. Initial placement and horizontal movement of part-time teachers on the salary schedule shall be determined as it is for full-time teachers in Article XV
Section A, 1, 3, and 4.

ii. Effective with the 2004-2005 school year/teachers who have retired and are hired in a part-time capacity shall be paid at a rate not to exceed Master’s column, Step 15 for each semester course taught.

b. Vertical movement for, teaching experience shall be determined in the following manner:

i. Part-time credit is based upon the fractional part of a full-time load taught each year, accumulated annually. In determining the step placement, any fractional part of a year will be counted up to the next step only when the accumulated credit reaches .5 or more.

c. The Board shall remit to each part-time teacher a pro rata percent of the teacher’s step on the salary schedule. This percentage shall be determined by the portion of a full-time teaching load for which the teacher is under contract.

5. The Board shall deduct from and shall remit for each teacher a sum equal to the amount due to T.R.S. for each teacher and shall apply said deduction to the teacher’s required contribution to the Illinois Downstate Teachers’ Retirement System.

The amount of gross compensation due each teacher shall be the sum specified in this Agreement less the T.R.S. payment by the Board specified above, paid in installments as otherwise provided herein, provided the Board shall deduct therefrom all other sums as required by law or as authorized by the teacher pursuant to this Agreement.

It is the intention of the parties to qualify these payments picked up and paid by the Board on the teachers’ behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1954, as amended. The teachers shall have no right or claim to the funds so remitted except as the funds may subsequently become available upon retirement or resignation from the State of Illinois Downstate Teachers’ Retirement System.

The Board does not warrant that the deductions made in the amounts specified herein by the Board for the teachers are excludable from the teachers’ gross compensation for federal and state income tax purposes and, as such, the Association and each individual teacher shall-and do hereby indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments, and deficiencies or other liability by reason of the payments of contributions to the Teachers’ Retirement System pursuant to the provisions of this Section for purposes of determining the teacher’s taxable compensation for federal and state income tax purposes.

6. Teachers employed in the 2019-2020 school term who were also employed in 2018-
2019 school term shall be entitled to applicable vertical salary step movement for the 2019-2020 school term.
# Salary Schedules

## Salary Schedule 2019-2020

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<td>Salary Schedule 2022-2023</td>
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<td>BA+15</td>
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<td>$72,995</td>
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<td>$93,232</td>
<td>$95,658</td>
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<tr>
<td>(Step 18)</td>
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<td>$101,462</td>
<td>$104,735</td>
<td>$108,345</td>
<td>$111,164</td>
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<tr>
<td>(Step 23)</td>
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<td>$111,649</td>
<td>$114,554</td>
<td>$116,200</td>
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<tr>
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<td>$115,054</td>
<td>$118,048</td>
<td>$119,744</td>
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</tr>
</tbody>
</table>
B. Extra Duty/Special Pay

Extra Duty/Special Pay shall be defined as hourly/single session activities or opportunity for which teachers may sign-up on a per game or per event basis.

1. Teachers shall not be required to supervise extra duties unless an insufficient number of teachers sign-up for these activities prior to the new school year.

2. A standard written procedure for signing up for extra duties will be developed by the Principal or his/her administrative designee. This procedure shall be shared with the campus staff at the beginning of the school year. The sign-up sheets for extra duties will be located in the Athletic Office or a designated area. Teachers shall have the first opportunity to fill all extra duty assignments. Teachers shall have until the end of the school day on the second full day of student attendance to sign-up for extra duty assignments.

3. The extra duties which are not covered by teachers shall be offered to classified staff employees in accordance with the classified staff employee collective bargaining agreement.

4. The Assistant Principal for Athletics and Activities will establish minimum requirements for each skilled extra duty position. Upon request, all members will be given the opportunity to participate in training in order to qualify for any of the skilled extra duty positions.

5. Those teachers entitled to extra duty/special pay shall receive the monies due in a separate payroll check within one month of receipt of the time sheet by the Business Office.

C. Extra Duty Pay Positions

* indicates a skilled position and training is required through the Athletics Office

The following pay rates will become effective for the 2020-2021 school year.

<table>
<thead>
<tr>
<th>Bus Chaperones (Athletic/Activity/Events)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>With Supervision</td>
<td>$65.00</td>
</tr>
<tr>
<td>Overnight With Supervision</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Chaperones</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In-State Event</td>
<td>$20/hour up to a maximum of 8 hours</td>
</tr>
<tr>
<td>Out-Of-State Event</td>
<td>$25/hour up to a maximum of 8 hours</td>
</tr>
<tr>
<td>Ticket Sellers &amp; Gatekeepers</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Football</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>Basketball</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>Wrestling</td>
<td>$21.50/hour</td>
</tr>
</tbody>
</table>

**Football**

| *Public Address             | $21.50/hour |
| *Timer                      | $21.50/hour |
| *Scorers                    | $21.50/hour |
| *Linesperson                | $21.50/hour |
| Crowd Control               | $21.50/hour |
| Filming                     | $21.50/hour |

**Basketball**

| *Timer/Scoreboard           | $21.50/hour |
| *Scorers                    | $21.50/hour |
| *Public Address             | $21.50/hour |
| Filming                     | $21.50/hour |

**Soccer**

| *Timer                      | $21.50/hour |

**Volleyball**

| *Scorers                    | $21.50/hour |
| *Timer/Scoreboard           | $21.50/hour |
| *Public Address             | $21.50/hour |
| Linesperson (Tournament Only)| $21.50/hour |

**Track**
<table>
<thead>
<tr>
<th><strong>Timer</strong></th>
<th>$21.50/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Field Events</strong></td>
<td>$21.50/hour</td>
</tr>
<tr>
<td><strong>Dance Chaperones</strong></td>
<td></td>
</tr>
<tr>
<td>Minor (Homecoming, Turnabout)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>Major (Prom)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td><strong>Activity Judges</strong></td>
<td></td>
</tr>
<tr>
<td>*Debate (less than 5 hours)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>*Debate (5 or more hours)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>*Speech (less than 5 hours)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>*Speech (5 or more hours)</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td><strong>Mathletes</strong></td>
<td></td>
</tr>
<tr>
<td>Written</td>
<td>$21.50/hour</td>
</tr>
<tr>
<td>*Oral</td>
<td>$21.50/hour</td>
</tr>
</tbody>
</table>

Note: The aforementioned hourly rates will be paid as follows:

- **Home Games/Events/Activities**: From 30 minutes prior to the official start of the event until the conclusion on the event for that day.

- **Away Games/Events/Activities**: If riding the bus, from when the bus leaves to when the bus returns. If not riding the bus, then the same as for home games/events/activities.

- **Individuals paid hourly for riding the bus as one of the specific athletic, activity or events workers are NOT also eligible for bus chaperone pay for the same game, activity or event.**

**Special Pay Opportunities**

For the 2019-2020 school year, the following pay rates will become effective after the Association and the Board have signed and approved this Agreement.
<table>
<thead>
<tr>
<th><strong>Curriculum Rate</strong></th>
<th>$30.00/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Committee Rate</strong> (Only paid when required to attend committee meeting outside regular work day)</td>
<td>$28.00/hour</td>
</tr>
<tr>
<td><strong>Home Bound Rate</strong></td>
<td>$35.00/hour</td>
</tr>
<tr>
<td><strong>Summer School</strong> (4 days per week, 5.5 hours per day which includes plan time)</td>
<td>$3,150/summer semester</td>
</tr>
<tr>
<td>Required to attend 1-hour training</td>
<td></td>
</tr>
<tr>
<td><strong>In-House Substitution</strong></td>
<td></td>
</tr>
<tr>
<td>Per Period Covered</td>
<td>$35.00</td>
</tr>
<tr>
<td><strong>Driver Education-Behind the Wheel</strong></td>
<td></td>
</tr>
<tr>
<td>During School Year</td>
<td>$28.00/hour</td>
</tr>
<tr>
<td><strong>Certifications/Endorsements</strong></td>
<td></td>
</tr>
<tr>
<td>National Board Certified Teacher (NBCT)</td>
<td></td>
</tr>
<tr>
<td>(Only if attained in 2019-2020 or after)</td>
<td></td>
</tr>
<tr>
<td>$5,000 in the school year during which it is attained &amp; another $5,000 if still employed with District 227 on the first student attendance day of the 6th school year after the year in which it was attained.</td>
<td></td>
</tr>
<tr>
<td>EXAMPLE: If NBCT is attained in 2019-2020, will be paid $5,000 in 2019-2020 and another $5,000 in 2025-2026.</td>
<td></td>
</tr>
</tbody>
</table>
Recognized ASCA Model Program (RAMP) & One-time $2,000 stipend to each counselor in the counseling department of a District 227 school that attains the RAMP certification.

The District will provide professional development support to assist with attaining RAMP.

Pre-AP National Faculty Endorsement & $500 per school year during which endorsement is valid/active commencing with 2019-2020.

District will pay registration fee for summer institutes.

D. Extra-Curricular

Extra-curriculars shall be defined as being clubs, athletics, and activities approved by the Board of Education to enrich the educational experience for the students of Rich Township High School District 227.

1. Performance and Evaluation

   a. When the performance level of an individual in an extra-curricular activity falls below acceptable levels, as identified by the job description, the evaluation tool, or through written documentation, a formal meeting will be held with the individual and the campus administration to discuss identified concerns. If the performance of the individual does not improve, the person will be subject to removal from the position.

   b. Non-renewal of extra-curricular positions is done through the evaluation process at the end of the season.

   c. If there is a reduction in the number of equivalent positions in a sport or activity, coaches/sponsors who are not members of the bargaining unit must be released first.

Any reduction in staffing that affects members of the bargaining unit shall be done first according to seniority in that sport/activity, so that the person with the lowest seniority in that specific sport/activity is released first. Should two people have the same seniority in the sport/activity, then the one with the lowest teacher seniority in the district shall be released first.
d. Teachers may be removed by the principal from extra-curricular positions for disciplinary reasons subject to the provisions contained in Article IX Disciplinary Procedures. In the event of removal for disciplinary reason, the teacher’s extra-curricular compensation shall be equitably adjusted.

2. Assignment of Athletic Coaching/Extra-Curricular Duties

a. Assignments for all athletic coaching and extra-curricular stipend positions shall be voluntary.

b. Each extra-curricular position and job description will be posted.

c. The job description or duty requirement of a position shall be provided to the coach /sponsor at the signing of the annual contract.

3. Categories

Group 1

Head Basketball – Boys

Head Basketball - Girls

Head Football

Head Volleyball - Boys (District-wide)

Head Volleyball - Girls

Head Marching Band

Group 2

Head Baseball

Head Debate

Head Drama

Head Yearbook

Head Pom Pon

Head Soccer - Boys
Head Soccer – Girls
Head Softball
Head Speech
Head Student Council
Head Track - Boys
Head Track - Girls
Head Wrestling
Assistant Basketball - Boys
Assistant Basketball - Girls
Assistant Football
Assistant Marching Band
Choir (Vocal Music)
Musical Theater Production
Technology Coach
Head Special Olympics (two (2) District-wide)
Health Occupational Students of America (HOSA)

Group 3
Head African American Culture Club
Head Bowling (Boys district wide)
Head Bowling - Girls
Head Cross Country - Boys
Head Cross Country - Girls
Head Dance Performance (competitive)
Head Golf - Boys
Head Golf - Girls
Head Tennis - Boys
Head Tennis - Girls
Head Winter Cheerleading
Assistant Baseball
Assistant Softball
Assistant Soccer - Boys
Assistant Soccer - Girls
Assistant Speech
Assistant Volleyball
Assistant Wrestling
Ticket Manager
Webmaster
Head Newspaper
Assistant Special Olympics
Head Mentoring - Female
Head Mentoring - Male
Head Snowball (1 and 2)

Group 4
Head Fall Cheerleading
Head Junior Class
Head Scholastic Bowl
Head Senior Class
Head Broadcasting
Assistant Bowling
Assistant Cross Country-Boys
Assistant Cross Country-Girls
Assistant Drama
Assistant Golf - Boys
Assistant Golf - Girls
Assistant Tennis - Boys
Assistant Tennis - Girls
Assistant Track - Boys
Assistant Track - Girls
Assistant Winter Cheerleading
Assistant Yearbook
Assistant Pom Pon
Campus Publicity
(BPA)Business Professionals of America
Assistant Student Council
DECA**(Distribution Education Club of America)
Campus Teacher Mentor Coordinator
Assistant Music Theatre
Group 5

Head Mathletes
Assistant Dance Performance (competitive)
Assistant Fall Cheerleading
Assistant Newspaper
Chess Team
National Honor Society
Key Club
Competitive Cheer
Competitive Pom Pon
Technical Theater Production (Drama)
Technical Theater Production (Musical Theatre)
Assistant Mentoring - Female
Assistant Mentoring - Male
Assistant Snowball (1 and 2)

Group 6

Assistant African American Culture Club
Assistant Debate
Assistant Junior Class
Assistant Senior Class
Assistant Mathletes
Assistant Scholastic Bowl
Pep Club
Human Relations Club
Driver Education
Coordinator School Photographer
Mock Trial
Thespian Honor Society

Group 7
Assistant Broadcasting
Art Club
Technology Club
Gamers Club
Freshman Class
Industrial Technology Club
Intramurals
Sophomore Class
Peer Mediation

Group 8
Multicultural Language Club
Creative Writing Club
SECME (Science Engineering Communication Mathematics Enhancement)
Science Club
Spanish Honor Society
LGBTQ (Lesbian Gay Bisexual Questioning)

**Group 9**

F.L.O.W. (Future Leaders of the World)

Teacher Mentor

**Group 10**

Step Up Day

**Group 11**

Snowball Facilitator
4. Extra-Curricular Compensation Schedule

For the 2019-2020 school year, the following pay rates will be retroactively effective as of July 1, 2019.

<table>
<thead>
<tr>
<th></th>
<th>GROUP 1</th>
<th>GROUP 2</th>
<th>GROUP 3</th>
<th>GROUP 4</th>
<th>GROUP 5</th>
<th>GROUP 6</th>
<th>GROUP 7</th>
<th>GROUP 8</th>
<th>GROUP 9</th>
<th>GROUP 10</th>
<th>GROUP 11</th>
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<tbody>
<tr>
<td>2019-20</td>
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<td>$4,958.81</td>
<td>$4,130.10</td>
<td>$3,393.36</td>
<td>$2,745.48</td>
<td>$2,239.16</td>
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<td>$1,435.25</td>
<td>$799.77</td>
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<td>$3,189.80</td>
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<tr>
<td>STEP 2</td>
<td>$7,230.00</td>
<td>$6,178.10</td>
<td>$5,237.80</td>
<td>$4,388.43</td>
<td>$3,631.02</td>
<td>$2,993.47</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
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5. Conditions for Category System

a. Each teacher shall be placed on the step which corresponds to his/her experience in the same activity, not to exceed the top step of the schedule. Credit for experience outside the district must be documented.

b. Except as otherwise provided herein, for each subsequent year in the activity, the teacher shall advance one step on the extracurricular compensation schedule.

c. Teachers who are offered a written contract by the administration for an extracurricular assignment shall be guaranteed the opportunity to perform such work for the applicable stipend unless rescinded by mutual agreement.

d. Failure to complete any portion of an extracurricular contract will result in a pro-rata reduction of the staff member's extracurricular pay in an amount equal to the extracurricular contract not completed. If possible, the amount shall be deducted in equal payroll deductions throughout the remainder of the school year.

e. The procedure for a teacher to initiate a new extracurricular position will be as follows: the teacher presents the idea to the campus administration. If the campus administration authorizes the teacher to pursue student interest, the teacher will submit the following information to the campus administration for consideration:

   i. Roster of interested/participating students

   ii. Constitution and by-laws

   iii. Meeting dates/times

   iv. Proposed budget

   v. Purpose of club

The teacher does not receive a stipend during this planning period. If the club/activity proposal is acceptable to the campus administration, it will be submitted to the District for approval. The club/activity will then be submitted to the Board of Education with a request for final approval.

Teachers approved to sponsor any such position or activity will be paid at the Group 11 rate for the first year of the activity. Thereafter, in the event the new position or activity continues to be offered, the rate of compensation shall be negotiated by representatives of the Board and Association.
f. If the Administration chooses to offer to staff an existing club/activity created and sponsored by an administrator, the campus administration will submit the following information to the Executive Council for approval:

i. Roster of interested/participating students

ii. Constitution and by-laws

iii. Current meeting dates/times

iv. Proposed budget

v. Purpose of club

vi. Timeline of previous existence

If approved, the rate of compensation will be negotiated by representatives of the Board and Association. The proposal for the new club/activity, including the agreed upon stipend, will be submitted to the Board of Education with a request for final approval. If approved by the Board, the vacancy for the position will be posted.

6. The placement in the category system of any extracurricular position not covered by this contract and not currently in existence at the time of the signing of this contract, which a certified teacher is requested to assume by the principal or his designee, shall first be preceded by notice to the Association of the position, and the assignment shall then be negotiated with the Association and the salary agreed upon. The salary shall be paid retroactively to the commencement of the performance of the duty. No salary shall exceed the basic amount already in the contract.

7. A committee shall be established consisting of four members, two appointed by the Board and two appointed by the Association, which committee shall annually meet to discuss possible reevaluation and reclassification of a limited number of extracurricular classifications. The chair of this committee shall alternate annually between a committee member appointed by the Association and a committee member appointed by the Board.

A maximum of three (3) extracurricular contract reclassifications may be proposed by the Association and three (3) by the Board each year. Any new club/activity in the first year of existence will not count as a reclassification as described in this Section. Recommendations must be submitted to the Superintendent prior to May 1 of each year.

A majority vote of the committee will be required to adopt a proposed change in category, and, if changed, said change shall be effective for the following school year. All decisions shall be finalized by June 15 of each year, unless a committee majority shall establish a later date.
8. The Association and the Board recognize that an extensive extracurricular program is an 
essential part of a comprehensive high school experience and that certain supervisory 
functions are also necessary. To that end, it is the general expectation that all teachers 
will be involved in some extra duty and/or supervisory assignment and will be 
compensated according to the schedule described in this article. A tenured teacher, 
however, shall not be asked to continue in an activity for more than one additional school 
year after the school year he/she requests in writing to discontinue involvement in that 
activity.

9. Full-time teachers being involuntarily transferred from one campus to another shall not 
incur a loss in extracurricular or supervision compensation during the first year of the 
transfer compared with the previous year. In order to avoid any such reductions in 
extracurricular compensation or supervision by involuntarily transferred teachers, said 
teachers may be assigned extracurricular contracts or supervision near or equal to the 
amount paid the previous year.

10. No person may simultaneously hold two extracurricular stipend positions if the two 
extracurricular position involve the person running concurrent practices, performances, or 
events for those positions.

E. Stipend Positions.

Teachers holding the following positions shall receive the listed stipend in addition to 
receiving the appropriate salary listed on the salary schedule:

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<th>Position</th>
<th>Stipend</th>
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<tr>
<td>Dean</td>
<td>$10,000</td>
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<tr>
<td>Administrator in Charge</td>
<td>$60 per event</td>
</tr>
<tr>
<td>Summer School Director</td>
<td>$4,750</td>
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<tr>
<td>Assistant Summer School Director</td>
<td>$2,750</td>
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Deans may be required to perform a.m./p.m. and lunch supervision duties during the 
teacher work day for no additional compensation except that Deans will not be required 
to perform bus duty; however, if the Dean desires, he/she may volunteer to perform bus 
duty during the teacher work day for no additional compensation. If a Dean gives up his 
or her personal lunch period and is appointed to perform supervision duties during that 
time, the Dean will be paid the contractual supervision rate for that supervision 
assignment.

Deans are required to attend each class level meeting, but such meetings will be 
facilitated by the Administration. In addition, each campus will develop a list of 
activities or events that occur outside the regular workday. The Deans may be required 
to attend up to seven (7) of these events per school year with no additional 
compensation.
In the event that a Dean has an issue with his/her workload, the Dean may request a meeting with the Administration and such meeting will be convened within five (5) school days after the request is received by the Administration. Deans will be afforded reasonable opportunities to attend professional development events.

F. Supervision

15 min am/pm = 667.50

30 min am/pm = 1335.00

Lunch Hallway = 1112.50

Lunchroom = 1112.50

Teachers will be offered the first opportunity to perform supervision duties. No teacher will be allowed to assume more than two (2) supervision assignments without approval from the administration. If there are supervision assignments to be filled after they have been offered to teachers, such assignments will be offered to CSU employees and then to persons outside the bargaining units.

G. Retirement Incentive Program

Teachers who have twelve (12) years of service in the District and who meet the TRS requirements for retirement are eligible for the following retirement incentive program. Participating teachers who elect to retire under the provisions of this program through June 30, 2023, will receive only the benefits of this program.

As a voluntary retirement benefit for teachers who qualify for this program as provided above, the Board agrees to increase the teacher’s TRS creditable earnings by 6% over the teacher’s prior year’s reported TRS creditable earnings for each remaining year of the teacher’s employment in the District, in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to for a maximum of four (4) years prior to the retirement date.

Teachers who intend to retire and receive the 6% benefit must provide written notice of their retirement by May 1 of the year prior to their expected receipt of the 6% benefit except for the 2019-2020 school term. Teachers desiring to apply for the Retirement Incentive Program with a base year of 2019-2020, shall have up to thirty (30) days after this contract is signed and adopted by the Board and the Association to submit their letter of intent to retire. For example, a teacher wishing to retire on June 30, 2027, must submit
notice of retirement by May 1, 2023 in order to receive 6% increases during the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years. A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. A teacher for whom an extra-duty or extra-schedule stipend was part of the teacher’s creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase exceeding 6% over the teacher’s prior year’s creditable earnings.

If the District wishes to have a program participant perform additional duties for compensation beyond the 6% creditable earnings increase contemplated by the Retirement Incentive Program terms and conditions, the District will notify the Association and meet to discuss the District’s proposal and compensation terms.

If a Retirement Incentive Program participant is removed from an extracurricular position by the District, or is not renewed for the position based upon an evaluation, the value of the extracurricular stipend will be subtracted from subsequent creditable earnings increases provided by the Retirement Incentive Program. If removal is proposed due to an evaluation, the removal must be approved by a District level administrator prior to taking effect. The individual shall be given an opportunity to perform other available duties equivalent to the value of the extracurricular stipend in order to avoid having the value of the extracurricular stipend subtracted from future creditable earnings increases. If a Retirement Incentive Program participant chooses not to perform other available duties equivalent to the value of the extracurricular stipend, the value of the extracurricular stipend will be subtracted from subsequent creditable earnings increases.

If a Retirement Incentive Program participant’s base year (i.e., the 2023-2024 school year for teachers giving notice in May 2023) earnings include one or two semesters with a 6th Assignment, and that 6th Assignment is no longer offered due to a decision by the Administration to eliminate the offering or due to lack of enrollment, the Plan participant may volunteer to perform tutoring or equivalent professional services approximating the time commitment the 6th Assignment would have required in order to avoid having the value of the 6th Assignment subtracted from future creditable earnings increases. If a Retirement Incentive Program participant chooses to not exercise this option, the value of the 6th assignment stipend will be subtracted from subsequent creditable earnings increases.

H. Revocation

Subject to the approval and discretion of the Board of Education, a teacher may revoke his or her Letter of Intent to Retire once it has been submitted only in the following circumstances:
a. Death of a spouse;

b. Serious illness of employee, spouse, child, or parent; or

c. Loss of anticipated post-retirement income.

A teacher who revokes his or her letter pursuant to the circumstances listed above shall be required to reimburse the District for the value of all salary and benefits received under this retirement program that exceed what the teacher would have otherwise earned had he or she not participated in this retirement program. The administration, with input from the teacher, will develop a repayment plan of deductions from the teacher’s remaining paychecks and additional deductions, if necessary, will be made from any post-retirement payments the teacher would otherwise be entitled to receive.

I. Post-Retirement Insurance Stipend

For eligible teachers who submit a letter of intent to retire during the term of this Agreement, the Board of Education shall additionally pay up to a total of $15,000 to teachers with twelve (12) to less than twenty (20) years of full time or equivalent teaching service in the District for purposes of reimbursing such teachers for the cost of paying the premium for their post-retirement group major medical and hospitalization insurance benefits, outside District 227 insurance plans. The reimbursement limit for teachers with twenty (20) or more years of full time or equivalent teaching service in the District shall be $20,000. Eligible teachers will continue to be reimbursed until they either meet the applicable limit (15K or 20K) or until ten (10) years following the teacher’s retirement date, whichever occurs first.

Said payments by the Board will be made on a quarterly basis and will be in the form of reimbursement to the retiring teacher made only after proof of payment by the individual teacher and shall not be made directly to any insurance company or to the Illinois Teachers’ Retirement System.

J. Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond May 31, 2027 nor shall the same be regarded as a policy, custom, practice, or contractual agreement between the parties beyond such date. Nothing in this Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this Agreement during or after June 30, 2023.
ARTICLE XVI
Duration

This Agreement shall be effective on the first day of the 2019-2020 school year, and shall remain in full force and effect until June 30, 2023. However, salary schedule compensation provided for in Article XV, Section A, shall be retroactive to the beginning of the 2019-2020 school term, with retroactive pay to be paid to each bargaining unit member by separate check with the regular January 25, 2020, payroll.

This Agreement shall be subject to renegotiation, in the event of a voluntary closing of a high school or reorganization of the school district, in order to bargain the impact of such school closing or district reorganization, the procedures involved in dealing with the changes necessitated thereby, and the alteration and/or suspension of the provisions of this Agreement. Nothing, however, shall be deemed to interfere with the authority of the Board to effect such closure or reorganization and to implement such procedures providing there has been prior consultation with the Association.

The Board and the Association agree that, at least quarterly each school year, they shall hold a meeting to discuss matters of interest to either party. Four members of the Board, the central office administration and an equal number of teachers shall be included in each such meeting. Each party may also invite a consultant to attend the meeting(s). A list of items to be included on the agenda for discussion shall be exchanged no less than one week prior to each such meeting.

ARTICLE XVII
No Strike

The Association agrees, in accordance with the Constitution and Statutes of the State of Illinois, not to strike, not to engage in work stoppages, and not to picket in any manner which would tend to disrupt the operation of any public school in High School District 227 or the administrative offices of the school district.
The Agreement is signed and adopted this __2__ day of June, 2020.

In Witness thereof:

For Rich Township High School Education Association

__________________________
President

__________________________
Secretary

For the Board of Education High School District No. 227

__________________________
President

__________________________
Secretary
TERMS AND CONDITIONS OF EMPLOYMENT
NOT COVERED BY THE PROFESSIONAL NEGOTIATIONS AGREEMENT

This agreement shall constitute a Memorandum of Agreement between the parties and is inserted as a convenience only to the Board and the Association at the conclusion of the Professional Negotiations Agreement, but shall not be regarded as an integral part of the Agreement for enforcement purposes.

We have agreed as follows:

1. The Board and the Association shall work together in the aggressive pursuit of increased minority hiring. This commitment shall include the establishment of a database, communication with institutions involved with the training of minority educators, interview involvement of current minority staff members, and networking with associations, community groups, and professional organizations which have involvement with potential minority staff members.

The goal of these efforts shall be to achieve staffing which reflects the community we mutually serve.

2. After completion of the tentative campus assignments made for staffing for teachers for the following school year, notice of subsequent vacancies in staff positions shall be sent by the Superintendent to the Association President. The Association President shall designate an address to be used for this purpose.

3. A Board/Administration/Staff Wellness Committee shall be maintained to focus on reducing insurance premiums through awareness and physical fitness programs.

4. The purpose of the final conference called for in the Teacher Evaluation Plan shall be defined in the Plan to include the following elements:

A. Purpose is to allow Administrators to present their views directly and privately to the teacher.

B. The teacher’s only obligation is to listen to the presentation.

C. The teacher may request and will be granted an individual follow-up conference with either the Principal or the Supervisor.

5. Except in cases of extraordinary circumstances, the Board agrees to involve the staff in the selection of Administrators and will require the Superintendent to prepare for the Board such procedures to be used in selecting each new Administrator. The Association recognizes that the Board is legally responsible for hiring all staff in the District and assumes final responsibility for its decisions and the process it wishes to have implemented in exercising this responsibility.
6. Prior to a full-time teacher being involuntarily transferred from one campus to another, the faculty will be notified of staffing needs throughout the District. While the administration shall attempt to solicit volunteers and/or alternative solutions prior to making a final decision on involuntary transfers, the final decision shall rest with the administration.

7. The Board of Education shall provide assistance to teachers required to teach in their minor areas of preparation in which they have not taught. Such teachers are encouraged to provide a request in writing to their Associate Principal for assistance they believe is needed.

8. Students shall not have access to vending machines during class hours. Adequate supervision shall be provided to prevent students from removing food items from the cafeteria.

9. Procedures for Students Whose Special Education Services Have Been Discontinued:

   A. A transition plan will be developed for each student, detailing activities which will be conducted to enhance the success of the student in the regular education program.

   B. The counselor assigned will be responsible for implementing the transition plan and monitoring the academic success of the students no less than every four and one-half (4 ½) weeks. Any necessary appropriate interventions will be discussed with the school psychologists, the Project Success team leader, and Associate/Assistant Principal involved. Additional interventions, particularly after freshman year, will be directed to the Screening Committee, shared by the Associate/Assistant Principal.

   C. Providing of support for individual students.

      1. Counselors or Project Success team leader will be responsible to inform teachers of student needs as individual situations warrant.

      2. A counselor will be responsible for annually reviewing/modifying the transition plan and holding a parent conference with all appropriate individuals present.

      3. Grade, attendance, and discipline information will be routinely analyzed by the Project Success team and incorporated into a system of pro-active intervention.

10. The Board recognizes the importance of the availability of administrators to teachers during the regular work day and will endeavor to designate a campus administrator in charge during the workday, and the principal’s secretary will be informed of his/her location.
For Rich Township High School
Education Association

President

Secretary

For the Board of Education High School
District No. 227

President

Secretary
SIDE LETTER

The Board and the Association agree that the Association shall develop, administer and compile the results of an administrator assessment. The results of this assessment shall be shared with the Superintendent no later than June 1 of each school term. The results of the assessment of the Superintendent shall also be shared with the president of the Board no later than June 1 of each year.

For Rich Township High School Education Association

President

Secretary

For the Board of Education High School District No. 227

President

Secretary