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AGREEMENT

BETWEEN

DISTRICT 202 BOARD OF EDUCATION

AND

TEACHERS’ COUNCIL
(CERTIFICATED PERSONNEL)

2017-2021
ARTICLE I
RECOGNITION

A. The Board of Education of District 202 and Teachers’ Council recognize that the ultimate aim of public schools is to provide the best education possible for youth in the District. Attainment of this educational objective is a joint responsibility of the Board of Education, the administrative and supervisory staff, and the professional teaching personnel.

B. The Board of Education recognizes Teachers’ Council as the sole negotiating agent for all certificated teaching personnel (including personnel authorized to teach under statutory or administrative exceptions to normal certification requirements), certificated nurses, counselors, social workers, psychologists and coordinators who are paid on the basis of the Teachers’ Compensation Schedule at Evanston Township High School.

C. Teachers’ Council does not represent the Superintendent, Assistant to the Superintendent, Department Chairs, all central office personnel, associate principals, deans, non-certificated nurses, teacher aides, substitutes, para-professionals or any other personnel whose regular responsibilities include making meaningful recommendations for the hiring, transfer, promotion, disciplining or discharge of teachers, nurses, substitutes, teacher aides or para-professionals.

D. As used herein, “teacher” means all those persons included within the bargaining unit as defined in the preceding paragraphs (B & C)

E. In the event the Board establishes or creates a new non-administrative position which is required to be filled by a certificated person and is paid on the basis of the Teachers’ Compensation Schedule, said position shall be part of the bargaining unit.

F. The Board agrees not to negotiate with any teachers’ organization other than Teachers’ Council or with any teacher individually with respect to any matter covered by this Agreement.

G. As used herein “days” shall mean teacher employment days, except during the summer recess when it shall mean days on which the District Human Resources department is open.
ARTICLE II
TEACHERS’ COUNCIL AND EMPLOYEE RIGHTS

A. ATTAINING OBJECTIVES

Attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board and administrative staff, and the professional teaching personnel. To this end, free and open exchange of views is necessary with all parties participating in deliberations of matters defined as negotiable in Article III, Section C, below.

B. PROFESSIONAL TEACHING PERSONNEL

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District will be substantially enhanced by the maximum utilization of the abilities of teachers. Professional employees shall have the right to form, join, or assist professional employees’ organizations, and to participate in professional negotiations with the District 202 Board of Education through representatives of their own choosing. Professional employees shall also have the right to refrain from any or all such activities.

C. BOARD OF EDUCATION

It is recognized that the legal responsibility for education is vested in the Board of Education and that the Board cannot delegate final decision-making in its area of responsibility. The Board agrees, however, to negotiate in good faith as provided herein.

D. COMMUNICATIONS

Communication with the Board of Education shall be through the Superintendent or his/her designated representative, and requests to Teachers’ Council shall be made through the Superintendent or his/her designated representative to the President of Teachers’ Council.

If after seven (7) calendar days the Superintendent has not responded to the satisfaction of Teachers’ Council, Teachers’ Council may communicate directly with the Board of Education. If after seven (7) calendar days the President of the Teachers’ Council has not responded to the satisfaction of the Superintendent, he/she or his/her designee may communicate directly with all or part of the membership of the Teachers’ Council.

E. BOARD MEETINGS

A designated representative of Teachers’ Council shall be considered a source of information during School Board meetings.
F. INFORMATION

Teachers’ Council shall be furnished, upon written request to the Superintendent or his/her designee, the current audit and adopted budget, and other public information concerning the financial condition of the District.

G. TEACHERS’ COUNCIL RIGHTS

When matters affecting the working conditions of teachers are considered by the Board, prior to any final vote thereon, the President of Teachers’ Council or his/her designee shall be afforded an opportunity to present a statement to the Board and to make recommendations with respect to such matters. Such statement shall not be precluded by any motion to terminate discussion on such matters. In addition, prior to such consideration, a reasonable effort shall be made by the Superintendent to advise the President of Teachers’ Council of the likelihood of such consideration by the Board and provide a reasonable opportunity to review and discuss such matters with the Superintendent in advance of the Board meeting. Every effort shall be made to so advise the President of Teachers’ Council at least twenty-five (25) calendar days prior to such final vote.

H. PREPARATION OF AGREEMENT

A copy of the Teachers’ Council contract will be available on the Staff Hub on the ETHS Website.

I. FACULTY HANDBOOK

The Faculty Handbook will be available to all teachers. Teachers’ Council representatives will be involved in proposed revisions, including additions or deletions, to the Faculty Handbook. The Faculty Handbook will be updated annually and posted on the District website by the first day of New Teacher Orientation each school year.

J. PERSONNEL FILE

Employee personnel files shall be considered a confidential and controlled source of information to the extent permitted by law. Each teacher shall have one (1) official personnel file and it shall be maintained in the Human Resources Department. At the teacher’s request, all materials placed in the teacher’s personnel file shall be made available to the teacher for inspection, except for ETHS interview reports and confidential reference statements sought or received by the Board/District, prior to the appointment of the teacher. This inspection shall be conducted in the presence of the person(s) responsible for keeping the files/designee. A representative of the Teachers’ Council may, at the teacher’s request, accompany the teacher during this review. Such review shall occur during normal business hours with at least forty eight (48) hours prior notice given to the Human Resources Department.
No portion of the file may be duplicated or made known to anyone for any purpose other than the specified personnel of the district, without the teacher’s permission or except as required by law or legal process. It is the District’s intention that all information filed in an employee’s file becomes a permanent part of the record. However, there may be an occasion where a situation has changed necessitating removal of a document. Nothing shall be removed from the file without the consent of the Board/District, and notification to the teacher.

Teachers may place materials in their files which they regard pertinent to their professional record. All evaluative material relating to a teacher’s performance shall be placed in the personnel file. A teacher shall be given a copy of any evaluative item placed in his/her official personnel file within seven (7) business days of its placement, and the teacher shall acknowledge its receipt. Teachers may attach a written response to any document in the file and such response shall be submitted to HR within fifteen (15) business days of the date the copy of the original entry was given to the teacher.

Teachers will be notified by the administration of any complaints or adverse correspondence that is placed in their files. Teachers will be given a copy of such materials and shall acknowledge such receipt. Teachers will be given copies of all Freedom of Information Act (FOIA) requests that seek release of information from their personnel files within at least two (2) business days prior to the final response being given to the request. The Board/District will only release information from the personnel file as permitted by law.

K. TEACHER EVALUATION

The District shall make every effort to conduct comprehensive, formal evaluations of each teacher. The Evaluation Program established by the district shall be in compliance with code and regulations as set by the State of Illinois and will be published in the Faculty Handbook.

A joint committee will convene annually to review the procedures for the formal evaluation of teachers and suggest modifications as deemed necessary. Composition of this committee will include equal representation from Teachers’ Council and the Administration. Committee members representing the Administration will be appointed by the Superintendent and committee members representing Teachers’ Council will be appointed by the President of Teachers’ Council. Any joint recommendations for the revision of the Evaluation Program shall be submitted to the Superintendent/designee for approval. The parties acknowledge that the content and rating of such evaluations shall not be grieved. Furthermore, the parties do not intend for this agreement to alter the statutory status of pre-tenured teachers or in any way authorize the reinstatement of a pre-tenured teacher who has been dismissed. Nothing herein shall be construed to preclude the District from conducting informal evaluations or additional formal evaluations from time to time.
L. COMPLAINTS ABOUT PROFESSIONAL STAFF

Whenever an Associate Principal, or other administrator at or above the level of Department Chairperson, shall receive a complaint, verbal or written, from a parent or student regarding a teacher’s performance of duties, and if after initial inquiry it appears to the administrator that the complaint could have merit, the substance of this complaint shall be relayed to the teacher within seventy two (72) hours.

Upon the request of the teacher about whom the complaint is made, the administrator or Department Chairperson who receives the complaint shall meet with the teacher to discuss the validity and significance of the complaint. All disciplinary action(s) resulting from the complaint shall be placed in the employee’s personnel file in a timely manner.

M. DISCIPLINARY ACTION

If the teacher is required to attend a conference at which it is contemplated that disciplinary action against the teacher will be taken, the teacher shall be notified in writing at least twenty four (24) hours in advance of the conference. The teacher shall have the right to be accompanied at such conference by a representative of the Grievance or Executive Committee of the Teachers’ Council. It is the teacher’s responsibility to contact the Teachers’ Council President or Grievance Chair for such representation. If the alleged offense requires immediate action, the twenty four (24) hour notice period is waived. Any disciplinary action against a teacher, other than dismissal, may involve the loss of salary or other benefits, including a freeze on step, and shall be for just cause.

No final disciplinary action shall be taken against a teacher unless the teacher has been first informed of the basis of the intended disciplinary action and given an opportunity to respond. If disciplinary action is taken, the teacher and Teachers’ Council shall be advised in writing. This paragraph shall not be applicable to actions taken by the Board in implementing the District’s Teacher Evaluation Plan.

N. FAIR SHARE

During the term of this Agreement, teachers who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the teachers covered by said Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of Teachers’ Council (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall no later than November 1 of each school year submit to the Board a list of the teachers covered by this Agreement who are not members of the Association.
The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Association agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon either bona fide religious tenets or teachings of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation. This indemnification provision shall not extend to errors that are solely the fault of the Board.
ARTICLE III
WORKING CONDITIONS

A. DETERMINATION OF WORK ASSIGNMENTS

1. Department guidelines for course structures and teacher work assignments will be openly discussed, and when possible, developed cooperatively between faculty and the chair/administrator for each subject area. The department chairperson will gather information from teachers regarding desired course assignments, duty preferences and other special requests for consideration. A good faith effort will be made to accommodate a work assignment request if it can be accomplished without compromising the District goals.

2. Any full-time teacher who is a head coach at ETHS may apply to his/her department chairperson and appropriate administrator to request a teaching schedule with the last period open. The request must be received by the respective chairperson no later than February 15 of the preceding school year. The chairperson and the appropriate administrator shall seek to accommodate the request if it can be accomplished without denying the students the opportunity to enroll in courses.

3. A teacher will be given written notice of his/her tentative course assignments two (2) weeks before the end of the preceding school year with the understanding that this information may change. In the event the assignment changes, the teacher will be provided notice of the change no later than two (2) weeks before the start of the school year, which shall be confirmed in writing. The Teachers’ Council President will be provided a copy of the written confirmation. In the event that assignment changes are necessary after that date, the teacher and Teachers’ Council will be notified as soon as possible.

If a teacher’s work assignment is objected to by the teacher, he/she may request a meeting with the department chairperson and the appropriate administrator designated by the superintendent. The department chair and administrator/designee will meet with the teacher and Teachers’ Council representative within ten (10) business days following the filing of the objection and will provide a written response within five (5) business days of such meeting.

4. Not more than fourteen hundred (1400) minutes per week will be regularly assigned to classroom teaching and supplementary duties. Teacher preparation time, department meetings, faculty meetings, and individual work with students will be in addition to the periods of assigned time. The District will make every reasonable effort to provide teachers engaged in team teaching and co-teaching a common planning time of one (1) period per week.
5. When finalizing teacher schedules and room locations, the district will attempt to construct schedules and room assignments that minimize the need for teachers to have to change rooms during the day and from year to year.

6. The normal work assignment of a teacher shall be five (5) classes, except for the Science Department, in which some teachers may be assigned four (4) classes at the discretion of the department Chairperson.

7. Teachers will be assigned to one (1) duty free, meeting free lunch period each day. If a mandatory meeting is called during a teacher’s assigned lunch period, a teacher may request a sub so that a meeting free lunch period will occur.

8. Every reasonable effort should be made to honor team teacher and co-teacher partner requests based on departmental need and identified staff. Teachers who are assigned co-teaching responsibilities (special ed and general ed) will be provided professional development opportunities to support their practice in the classroom. If these trainings or workshops are required by the district and occur outside of the regularly scheduled work day or year, these teachers should be compensated at the curriculum rate. Every reasonable effort should be made to limit team teaching or co-teaching partnerships to two (2) sets of teams. Teachers with more than two (2) partners will be considered for a reduction in supplementary duty assignment.

B. NEW RESPONSIBILITIES

When changes in a teacher’s responsibilities impact working conditions, Teachers Council shall be afforded an opportunity to meet and confer with the Superintendent/designee regarding that impact and where required by law, the District shall negotiate over that impact when requested.

C. REQUEST FOR WORK ASSIGNMENT CHANGE

A teacher who was hired for a specific assignment and then had that assignment changed has the right to make a request to revert to the teacher’s previous assignment, if available. A teacher who desires a change of work assignment shall submit a written request to the Superintendent or designee by February 15th of the preceding school year. As alternative assignments become available, work assignment change requests from teachers shall be given every consideration. The District shall retain such requests for a period extending no less than the commencement of the next following school year.
D. TEACHER-STUDENT LOAD

1. The parties affirm that a reasonable teacher-student load is a desirable feature of a sound educational system. The parties further affirm that the following table reflects an average teacher-student load, by department or area, that is consistent with this principle and that a reasonable effort will be made by the District to adhere to such loads.

2. The President of Teachers’ Council or his/her designee will review a draft of class sections and load situations one (1) week prior to the start of each semester and the load report three (3) weeks after the start of each semester in order to determine issues/concerns with regard to sectioning and make recommendations to the Administrative Team. Every effort shall be made to balance class size.
<table>
<thead>
<tr>
<th>DEPARTMENT/AREA</th>
<th>AVERAGE TOTAL NUMBER OF STUDENTS PER TEACHER*</th>
<th>MAXIMUM NUMBER OF STUDENTS WITH 10% INCREASE**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Career &amp; Technical Education (CTE)</td>
<td>134</td>
<td>147</td>
</tr>
<tr>
<td>Business Education</td>
<td>106</td>
<td>117</td>
</tr>
<tr>
<td>Human Services</td>
<td>97</td>
<td>107</td>
</tr>
<tr>
<td>Industrial Technology</td>
<td>See Special Guidelines, which follow</td>
<td>See Special Guidelines, which follow</td>
</tr>
<tr>
<td>Internship Rotation</td>
<td>See Special Guidelines, which follow</td>
<td>See Special Guidelines, which follow</td>
</tr>
<tr>
<td>Internship Practicum</td>
<td>See Special Guidelines, which follow</td>
<td>See Special Guidelines, which follow</td>
</tr>
<tr>
<td>Counseling</td>
<td>286</td>
<td>315</td>
</tr>
<tr>
<td>English/Reading</td>
<td>119</td>
<td>131</td>
</tr>
<tr>
<td></td>
<td>113</td>
<td>124</td>
</tr>
<tr>
<td>Fine Arts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visual Arts</td>
<td>122</td>
<td>134</td>
</tr>
<tr>
<td>Theater Arts</td>
<td>113</td>
<td>124</td>
</tr>
<tr>
<td>Music</td>
<td>Music classes according to activity</td>
<td>Music classes according to activity</td>
</tr>
<tr>
<td>History/Social Science</td>
<td>126</td>
<td>139</td>
</tr>
<tr>
<td>Mathematics</td>
<td>129</td>
<td>142</td>
</tr>
<tr>
<td>Media &amp; Technology</td>
<td>650</td>
<td>715</td>
</tr>
<tr>
<td>Physical Education</td>
<td>192</td>
<td>211</td>
</tr>
<tr>
<td>Wellness Education</td>
<td>145</td>
<td>160</td>
</tr>
<tr>
<td>Science</td>
<td>96 (4 classes)</td>
<td>106</td>
</tr>
<tr>
<td></td>
<td>120 (5 classes)</td>
<td>132</td>
</tr>
<tr>
<td>Special Education</td>
<td>State Guidelines</td>
<td>State Guidelines</td>
</tr>
<tr>
<td>World Language</td>
<td>117</td>
<td>129</td>
</tr>
</tbody>
</table>

* Students assigned to a teacher for independent study shall be included in that teacher’s total number of students.

** For example: a teacher in the English department has an average total student load of 119. The 10% increase above this total load is 12 students. This means that for a full-time teacher, the number of students assigned to that teacher can be 131 before the teacher goes into overload status.
E. PART-TIME TEACHER-STUDENT LOAD

If a teacher teaches less than a full load, the teacher-student load will be pro-rated to reflect the appropriate reduction in the number of students.

For example: if a teacher teaches only 4 classes (.2 release) the average total number of students would be reduced by 20% of 26 students. If the teacher is assigned more than 105 students, the teacher is in overload status and is entitled to discuss an appropriate remedy or remedies.

F. TEACHER STUDENT RATIO OVERLOAD REMEDIES

1. If a teacher believes he/she has a student overload, the teacher should contact the Department Chair and the Teachers’ Council President or Grievance Chairperson. The teacher, the Teachers’ Council representative, the teacher’s department chair, and the department administrator and/or designee shall then meet to discuss:
   - the teacher’s request for the application of remedies
   - the remedies to ameliorate the effects of the student overload
   - the timeline for the application of agreed upon remedies

2. At the teacher’s request, a representative of Teachers’ Council shall also have the right to participate in the student overload meeting. The initial student overload meeting should take place no earlier than the 4th week of classes each semester unless classroom conditions warrant an earlier meeting. Remedies, as used below, refer to payments and/or other types of relief provided by the District to the teacher who has a student overload. The non-monetary remedies will be in effect from the date of the overload meeting until the overload is resolved, the end of the semester or the end of the school year. If one of the remedies is monetary payment, the amount shall be calculated from the first day the student overload occurred. The remedies to be considered shall include, but are not limited to:
   - Services of a para-professional
   - Payment ($20 per student per period per day that the overload is in effect)
   - Reassignment of students to other teachers

G. INTERNSHIP PROGRAM GUIDELINES

Special guidelines shall apply to the following Practicum Programs such as Arts and Communications, Business Management and Information Systems, Industry and Engineering, Health Sciences, Human Services, and Environment and Natural Resources programs or other programs as new courses are adopted.
The following guidelines shall apply to Practicums:

1. A teacher with 51+ students shall be assigned no additional classes.
2. A teacher with 31-50 students shall be assigned one (1) additional class.
3. A teacher with 30 or less students shall be assigned two (2) additional classes.

H. SPECIAL EDUCATION GUIDELINES

For general education multi-section courses (i.e., courses with three or more sections):

1. There are state guidelines regarding the number of students receiving special education services in general education classes. The ratio of general education to special education students is 70/30. The total number of students receiving special education services is determined by the total number of students enrolled in the class.

2. When the class composition above cannot be met, the teacher, teacher’s department chair, and the appropriate administrator (s) shall confer as to whether additional support is needed. Remedies may include, but are not limited to:

   - Consultation with Special Education teacher or member of the Special Education Department
   - Subsequent adjustment of teacher-student load
   - Reassignment of students to other teachers when the student’s schedule permits
   - Priority in assignment of the student teacher/interns
   - Services of a paraprofessional

3. No student receiving Special Education services shall be denied access to a general education course or to a particular section.
I. ADDITIONAL PROFESSIONAL RESPONSIBILITIES

1. If a teacher is required to work outside the normal teacher work year, the teacher shall be compensated at the rate of 1/185 of annual compensation as prescribed by Appendix A for each full day of such work. Regular classroom teachers shall not be required to work outside the normal teacher work year. If non-regular classroom teachers (e.g., counselors, social workers, etc.) are required to work outside the normal teacher work year, they shall be notified by April 1 of the number of the extra days. If any extra days are not contiguous to the normal teacher work year (either at the beginning or end of the normal teacher work year), such non-contiguous days shall be assigned on a voluntary basis as long as there are enough volunteers. If there are more than enough volunteers, assignments shall be made on a rotating basis starting with the most senior, qualified non-regular classroom teacher who volunteers for the assignment. If there are not enough volunteers, assignments shall be made on a rotating basis starting with the least senior, qualified non-regular classroom teacher. This paragraph shall not apply to any assignment compensated pursuant to the stipend schedule of this Agreement. This paragraph shall not preclude the voluntary agreement of teachers to work an extended work year.

2. Preparation of Junior Description forms may be required of a teacher. Teachers who complete 29 or fewer forms per year are ineligible for any additional leave. Teachers who complete between 30 – 60 forms per school year shall receive an additional half (½) personal day of leave. This leave should be requested and utilized during the year in which it is earned. At no time can a teacher accumulate more than four (4) personal days in one (1) school year. Personal days accumulated in excess of four (4) will automatically convert to sick days.

3. Preparation of College Recommendations may be required of a teacher. Teachers who complete 14 or fewer recommendations per school year are ineligible for any additional leave. Teachers who complete between 15-29 recommendations per school year shall receive an additional half (½) personal day of leave. Teachers who complete thirty (30) or more recommendations per school year shall receive one (1) personal day of leave. This leave should be requested and utilized during the school year in which it is earned. At no time can a teacher accumulate more than four (4) personal days in one (1) school year. Personal days accumulated in excess of four (4) will automatically convert to sick days.

4. Counselors of seniors will be provided five (5) additional professional days during the first semester to complete student recommendations.

5. Counselors will work no more than eight (8) additional evening assignments per year. In recognition of their additional required evening assignments, counselors shall be granted one (1) additional personal leave day per school year. If programs requiring additional evening work are added to address an identified need, compensatory time shall be mutually agreed upon by the supervising administrator and counselor.
J. ALTERNATIVE CLASS MEETING LOCATIONS

Teachers are expected to meet their classes as scheduled. Sections of the class may be assigned to work outside of the classroom at the discretion of the teacher provided that the teacher has received prior approval from his/her department chair and a reservation has been made for such students in an appropriate study or work area. Entire classes may be dismissed only with the approval of the associate principal.

K. SUPPLEMENTARY DUTIES

1. Teachers’ Council recognizes that the role of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education of students enrolled in the high school. A list of available supervisory duties will be included on departmental course assignment request forms to allow faculty to rank supervisory assignment preferences.

2. Supervisory duty requirements for part-time teachers can be found in the Part-Time Teacher Section, Article VIII.

3. By May 1 of each year, the Administration will meet with the Teachers’ Council President and Grievance Chair to review the administration’s list of proposed supervisory needs for the next school year, and to determine the list of faculty to be exempted from all or some supervision. Based on the coverage needs in a given year, the Administration and Teachers Council may consider options including reduction and/or rotation of supervisory assignments. Teachers’ Council will be provided with the master supervision schedule to review prior to faculty receiving their supervisory assignments. If the Teachers’ Council believes that supplementary duties are not being equitably and fairly distributed, it may file a grievance directly at the Third Step of the grievance procedure.

L. ATYPICAL SUPERVISORY/INSTRUCTIONAL CIRCUMSTANCES

In an emergency or under unusual instructional circumstances, up to twenty-five (25) days per school year additional supervisory duties in the corridor and student cafeteria may be assigned to any teacher. If more than twenty-five (25) days are assigned to a teacher in a single school year, an explanation of such emergency and/or circumstances shall be provided to the President of Teachers’ Council or designee. This shall not be construed as precluding any teacher from agreeing to accept such supervision as a regular assignment. Whenever such supervision is part of the regular assignment (and not occasioned by an emergency or unusual instructional circumstances), it shall be included in the periods of work load prescribed by Section A of this Article.
M. COURSE PREPARATION

1. The Board acknowledges the desirability of seeking an equitable distribution of course preparations within a department and of seeking to maintain a reasonable number of course preparations within the constraints of available staff and sound educational principles and objectives.

2. If a teacher believes his/her course preparations are excessive in number in relation to other members of his/her department, and the teacher is dissatisfied with same, the teacher shall so advise his/her department chairperson, in writing, and an effort shall be made more equitably to assign course preparations the following school year.

N. CONDITIONS OF CLASSROOMS/WORK AREAS

The Board shall make an effort to provide a clean classroom/work area that is free from hazards to health and safety five (5) working days prior to the first Institute Day of the school year. Rooms will be ready for teachers unless prior notice has been given to the affected teacher and the President of Teachers’ Council. For each semester of the school term, the District will provide the President of Teachers’ Council or his/her designee a list of the classrooms that will be used regularly throughout the semester by Oakton Community College.

O. SCHOOL CALENDAR COMMITTEE

The Calendar Committee shall be comprised of four (4) Teachers’ Council representatives, to be appointed by the President of Teachers’ Council and four (4) administrators/Chairs, one of whom shall be the Assistant Superintendent/Principal, to be appointed by the Superintendent. The Assistant Superintendent/Principal shall head the Calendar Committee and President of Teachers’ Council or his/her designee shall be a permanent member.

The Calendar Committee shall coordinate with District 65 to determine the opening and closing of school and to schedule the spring break and winter break for both districts. The Calendar Committee will also meet to review and provide input on the District’s internal calendar including the scheduling of Parent Conferences, Professional Development, Departmental Meetings, Institute Days and other important events within the District. In instances where the committee is unable to resolve an issue, the Assistant Superintendent/Principal will make the final decision.

The Administration reserves the right to call emergency meetings and meetings that will provide unique learning opportunities. The Calendar Committee will be apprised of any extra meetings or substantive changes made to the calendar. The Administration will continue to be sensitive to the number of meetings held throughout the year and will work to eliminate redundancy.
P. STUDENT DISCIPLINE

1. A teacher may exclude a student from the classroom when, in the opinion of the teacher, the seriousness of an offense, the persistence of the misconduct, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable.

2. When a student is excluded from the classroom by a teacher, the student shall be appropriately sent from the classroom to the administrative office and the problem shall be referred for solution to the grade level dean. The Associate Principal or his/her designee shall seek appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the student to class, the teacher shall be notified in writing of the conditions under which re-admittance is granted prior to the student’s re-admittance to the class.

3. If the disobedience or misconduct continues or the conditions for re-admittance are not met by the student, said student may be excluded from that teacher’s class with the approval of the appropriate administrator.

4. Assaults on teachers by students shall continue to be regarded by District authorities as a matter of grave concern. The District recognizes the lawful right of a teacher to protect himself/herself or a student in a case of an unavoidable physical assault. In any case, when an assault occurs during the assaulted teacher’s performance of his/her school duties, such assault shall be reported to the associate principal and other proper authorities immediately.

Q. DISCIPLINE COMMITTEE

A safe and orderly learning environment is a major priority of the parties to this agreement. The school wide Discipline Committee will be co-chaired by the Associate Principal for Education Services and the Teachers’ Council Vice-President.

R. DISCIPLINE SUB-COMMITTEE

The Discipline Sub-Committee meets on a regular basis to discuss and develop recommendations to the school-wide Discipline Committee for ensuring an environment wherein disruptive behavior is dealt with safely, fairly and consistently, and in a manner which incorporates progressive disciplinary measures, as specified in School Board Policies.

The sub-committee consists of at least one (1) dean, one (1) counselor, one (1) non-tenured teacher, Teachers’ Council Vice President (who will act as Chair), one (1) teacher from the Special Education Department, one (1) Associate Principal, one (1) Safety representative, and one (1) Department Chair. Recommendations will be presented to the school-wide Discipline Committee and the Planning and Advisory Committee by April 1st each year.
Issues to be addressed by the sub-committee shall include, but need not be limited to, the following:

- The use of Positive Behavior Intervention Supports
- Timely and consistent communication between deans and teachers regarding discipline issues
- Consistent response to discipline issues
- Consistent and clear reporting of discipline issues
- Timely and consistent communication between deans, students, parents, teachers and counselors

S. PLANNING AND ADVISORY COMMITTEE (PAC)

The Planning and Advisory Committee will act as a school wide committee that fosters broad collaboration between teachers and the administration and reviews current and emerging initiatives within the district. The committee will be co-chaired by the Assistant Superintendent/Principal and the Teachers’ Council President. The Assistant Superintendent/Principal and the Teachers’ Council President will determine the appropriate mix of administrators and teachers on the committee based on agreed upon agenda items. The committee will meet at least once a month and will keep the teachers informed by sharing the minutes of all meetings.

T. SPECIAL EDUCATION ADVISORY COMMITTEE

The goal of the Special Education Advisory Committee is to provide a forum for communication between the administrators of the Special Education department and teachers for the purpose of planning, implementing, and reviewing the delivery of services and examining the efficacy of such services to eligible students. Recommendations will be developed using a consensus model; however, the Director (or designee) has the authority to make final decisions.

The Director of Special Education (or designee) shall convene the committee monthly during the school year. The committee shall be made up of four (4) teacher representatives, determined by consensus or election, who will serve on the committee for one (1) school year. One of these teacher representatives will act as co-chair of the committee with the Director of Special Education (or designee). Any Special Education teacher or administrator may attend meetings. The committee co-chairs will develop an agenda for meetings and minutes of each meeting will be distributed to all Special Education teachers and administrators.
ARTICLE IV
BENEFIT TIME

A. PERSONAL DAYS

1. Two (2) personal days without loss of salary shall be available to each teacher each year, accumulative to a total of four (4) days, to deal with matters which cannot be completed during non-school days or hours. At no time can a teacher accumulate more than four (4) personal days in one (1) school year. Personal days accumulated in excess of four (4) will automatically convert to sick days.

2. The teacher shall file notice of an intention to utilize (a personal day) personal days in writing to the appropriate administrator or designee at least five (5) teacher employment days in advance to permit the employment of a substitute or other coverage of the teacher’s responsibilities. In the event of an emergency (which the teacher shall explain) the Superintendent or designee may waive this requirement.

3. Personal days shall not be available during the first five (5) teacher employment days of the school year or the last five (5) teacher employment days of the school year. Additionally, no use of personal days will be allowed on the teacher employment day preceding winter break and/or spring break or on the teacher employment day following the winter break and/or spring break. Personal days may be utilized for observance of a recognized religious holiday without regard to the preceding two sentences.

4. Personal days shall not be utilized at any time for any activity for which the teacher will receive profit or compensation, or for participation in any work stoppage or controversy between an employer and its employees.

5. Exceptions will be made to the personal day policy for attendance at family weddings, graduations or to take an immediate family member to school. The definition of immediate family shall include non-blood family members such as aunts, uncles and godparents. These exceptions are subject to the notification guidelines described above. In the event of an emergency (which the teacher shall explain) the Superintendent or designee may waive all requirements for use of personal days as set forth above.

6. One (1) additional personal day shall be available to each teacher for the observance of recognized religious holidays, provided the teacher shall file notice of an intention to utilize such a day in writing to the appropriate administrator or designee at least five (5) teacher employment days in advance.
B. SICK DAYS

These days are to be utilized in the event of personal illness, family illness or death in the immediate family. Immediate family is defined in the School Code (105 ILCS 5/24-6) as, “parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.”

1. Each full time teacher shall be granted sick days on the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Sick Days Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–4</td>
<td>11 days</td>
</tr>
<tr>
<td>5–10</td>
<td>12 days</td>
</tr>
<tr>
<td>11–15</td>
<td>13 days</td>
</tr>
<tr>
<td>16+</td>
<td>14 days</td>
</tr>
</tbody>
</table>

Refer to the Part-Time Teacher section, Article VIII for pro-ration of sick days for part-time teachers.

2. All teachers hired on a full-time basis shall be granted ninety (90) extended sick days. Thereafter, each teacher shall receive six (6) extended sick days annually to a maximum of two hundred and thirty-four (234) days. Extended sick days may be used for all the same purposes and under all of the same conditions as regular sick days once the employee’s regular sick days have been exhausted. Similarly, upon retirement, accrued but unused extended sick days will be added to any accrued, unused regular sick days for purposes of obtaining additional creditable service.

3. If a teacher shall not utilize all of the sick days or extended sick days in the year in which they are granted, such unused days shall accumulate. Sick days shall accumulate without limit.

4. Sick days and extended sick days shall be computed in units of half days.

5. When a teacher has been absent due to illness for three (3) or more consecutive workdays, the teacher must provide documentation to Human Resources from a licensed, medical practitioner in order to return to work.

C. MEDICAL LEAVES OF ABSENCE

Maternity and Child-Rearing Leave

A tenured teacher shall be granted a maternity and child-rearing leave and a non-tenured teacher may be eligible for, at the discretion of the Board, a maternity and child-rearing leave, subject to the following:

Teachers may use up to six (6) weeks of accumulated sick/extended leave from the date of birth for a paid maternity/child leave. Winter Break and Spring Break do not count as part of the six (6) weeks paid maternity leave. Any time away from work after six (6) weeks will be in an unpaid status.
Teachers who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act.

The teacher shall submit a letter advising the Human Resources Department of the fact of pregnancy no later than ninety (90) days prior to the anticipated birth of the child. This letter shall also indicate the dates of paid maternity leave and the dates of any unpaid maternity leave the teacher is requesting. This letter should be accompanied by a written statement from the teacher’s licensed, medical practitioner indicating the expected date of delivery and that the teacher may safely continue in her employment, including the performance of all regular duties.

**Paternity Leave**

Teachers may use up to six (6) weeks of accumulated sick/extended leave from the date of birth for a paid paternity/child rearing leave. Winter Break and Spring Break do not count as part of the six (6) weeks paid paternity leave. Any time away from work after six (6) weeks will be in an unpaid status.

Teachers who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act.

A teacher who is a non-birth parent of a child should advise the Human Resources Department in writing at least ninety (90) days prior to the anticipated birth of the child. This letter shall also indicate the dates of paid paternity leave and the dates of any unpaid paternity leave the teacher is requesting. This letter should be accompanied by a written statement from the teacher’s spouse or domestic partner’s licensed, medical practitioner indicating the expected date of delivery.

**Adoption Leave**

Teachers may use up to six (6) weeks of accumulated sick/extended leave from the date of birth for a paid child rearing leave. Winter Break and Spring Break do not count as part of the six (6) weeks paid leave. Any time away from work after six (6) weeks will be in an unpaid status.

Teachers who have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours may also request a leave under the provisions of the Family and Medical Leave Act.

A teacher who shall adopt a child shall also qualify for maternity/paternity leave as set forth above, except that the initial notice shall be given upon the approval of the application for adoption. It is recognized that adoption procedures are often lengthy and the exact date of arrival of the child frequently cannot be accurately anticipated. However, for planning purposes, the teacher must notify the Human Resources Department of the date the child is expected to be received. If the date changes, the teacher must immediately notify the Human Resources Department of the change.
Family and Medical Leave Policy

The District is committed to compliance with the Family and Medical Leave Act of 1993. FMLA allows eligible employees to take up to 12 weeks of job-protected, unpaid leave per year for certain specified reasons, and up to a total of 26 workweeks of leave to care for a family member who is a “covered service member” recovering from injury or illness incurred during active duty military service.

A description of teachers’ rights and responsibilities under the FMLA can be found in the Human Resources office, located on the General Notice Poster and in the Board Policy Manual.

D. DISABILITY LEAVE AND DISABILITY STIPEND

1. If a teacher becomes medically disabled temporarily, he/she may utilize sick days and extended sick days in the event of a personal illness or immediate family illness as defined in The School Code.

2. If a full-time teacher has exhausted all of his/her sick days and extended sick days and is eligible for temporary disability benefits under TRS, the teacher shall be placed on disability leave. Any such teacher shall receive a disability stipend paid by the Board based on the difference between the amount of disability pay received from TRS and sixty percent (60%) of the teacher’s salary at the time of disability. The total number of days that a teacher shall be eligible to receive a disability stipend pursuant to this subsection shall not exceed one hundred eighty (180) days during the teacher’s employment with the District.

3. If necessary, the Board will advance an otherwise eligible teacher the amount of the disability pay to be received from TRS during the first thirty (30) days that a teacher is on disability leave. If such amount is advanced by the Board, the teacher shall be obligated to fully reimburse the Board for the amount advanced within thirty (30) calendar days after his/her receipt of it from TRS. If such amount is not so reimbursed, it shall be deducted from and offset against the amount of the disability stipend that the teacher would have otherwise been eligible to receive.

4. Disability leave will be terminated whenever a teacher qualifies for permanent disability under the Illinois Teachers’ Retirement System.

E. ELECTIVE SURGERY LEAVE

In order to minimally impact student instruction, sick days shall not be applicable to absences due to medical procedures which may be safely deferred until a scheduled calendar (i.e. Winter, Thanksgiving) break or the summer recess.
Exceptions to this clause are absences of three (3) days or less. In the event of extenuating circumstances, a review and determination regarding the use of sick days, will be made by the Superintendent/designee on a case by case basis.

F. NON–MEDICAL PERSONAL LEAVES

1. A personal leave of absence without pay may be granted to any tenured teacher, upon written application to the Superintendent and approval by the Board.

2. Personal leaves of absence without pay are requested one (1) year at a time. A request for a personal leave of absence must be requested no later than February 15th of the year in which the leave will begin.

3. By February 15th of the school year the teacher is on leave, the teacher must notify the District of his/her intent to return to employment the following school year. Failure to provide such notification shall be treated as the submission of a resignation from employment with the District.

4. The teacher will receive a response to his or her request for a personal leave of absence within five (5) business days following Board action.

5. The contractual continued service status of a tenured teacher shall not be affected because of absence while on leave as provided herein.

G. SABBATICAL LEAVE

Upon the recommendation of the Superintendent, any full-time tenured teacher who has served continuously for any period of not less than seven (7) years may be granted sabbatical leave not to exceed one year. A sabbatical leave is granted in recognition of outstanding professional service to the District. Faculty returning from sabbatical leave shall complete their assigned duties with ETHS for at least two (2) years upon completion of the sabbatical. Before a leave is granted, the applicant shall agree in writing that if at the expiration of such leave s/he does not return to, and perform contractual continued service in the District for two (2) consecutive years after his or her return, all sums of money received from the Board during the sabbatical leave will be refunded to the Board. The exception to having to repay sums of money received during the sabbatical leave is if a return to work is not possible due to serious illness. A teacher approved for sabbatical leave shall be compensated at the rate of 50% of the base salary he/she earned in the year prior to the sabbatical leave or $30,000, whichever is greater. In all other respects the provisions of The School Code of Illinois shall govern such leaves.
H. LEAVE FOR TEACHERS’ COUNCIL PRESIDENT

The President of Teachers’ Council is provided release from one teaching assignment. A release from one additional teaching assignment may be requested no later than February 15th of the year preceding the year for the intended release and may be utilized by Teachers’ Council with Superintendent approval. The cost of the additional release time will be calculated by taking one-half of step 1 on the BA salary schedule plus one-half of the Teachers’ Council President’s salary and dividing that amount by 2 and then by multiplying that number by .20. Half of this cost will be paid by Teachers’ Council and the other half will be paid by the District.

ARTICLE V
SUMMER SCHOOL

A. SUMMER SCHOOL EMPLOYMENT

When summer school is offered, the District has the discretion to select and approve teachers who are fully qualified to teach the courses offered. Teachers currently employed at ETHS will typically be given preference over other applicants.

A teacher currently employed at ETHS denied summer school employment for two successive years is entitled to a written reason or reasons from the Director of Summer School and the right to appeal such denial.

A tenured teacher who is honorably dismissed shall be given priority consideration if such teacher applies for summer school employment.

B. SUMMER SCHOOL COMMITTEE

A joint committee shall be established with three (3) members to be appointed by the President of Teachers’ Council and four (4) members appointed by the Superintendent. The committee composition shall include the Summer School Director, the Director of Human Resources and/or designee, 1 Department Chair, 1 Principal/Associate Principal (to be chair of the committee) and three (3) members as appointed by Teachers’ Council.

The Summer School committee shall meet annually after the completion of summer school to review the process and suggest changes for the following year.

C. COMPENSATION FOR SUMMER SCHOOL

If the District shall conduct summer school, teachers shall be compensated pursuant to Appendix A1. An ETHS teacher shall be placed on this schedule in the same lane and on the same step the teacher was on during the immediately preceding school term prior to teaching summer school. If the teacher was on a step higher than Step 11 during the immediately preceding school term prior to teaching summer school, the teacher will be placed on Step 11.
The normal work week shall be 4 days and the workday shall be 5-1/2 hours for all teachers.

Any increase in the length of the summer school day/program will be reflected proportionately in salary increases. No other provision of this Agreement shall apply to summer school unless otherwise specifically provided herein.

The administration shall have the responsibility for providing substitutes for absences during summer school; with the understanding the summer school teachers can request a particular substitute, subject to the approval of the administration.

The deduction from compensation for an approved summer school absence shall be equal to the cost of the substitute.

Duly elected Teachers’ Council/NEA-RA delegates to the NEA annual convention may be absent for a maximum of three (3) days to attend the convention. During such absence there shall be no deduction from their summer school compensation. Teachers who need to be absent in excess of three (3) days because of NEA delegate responsibilities may not be employed for summer school.

ARTICLE VI
SALARY AND RELATED BENEFITS

A. COMPENSATION SCHEDULE

1. The Compensation Schedules for the 2017-18; 2018-19; 2019-20; and 2020-21 school terms will be as per Appendix A in this Agreement.

B. PAYMENTS TO TEACHERS’ RETIREMENT SYSTEM (TRS)

1. The Board shall remit for each teacher a portion of such teacher’s compensation due such teacher pursuant to the Compensation Schedule of this Agreement, to the Illinois Teachers’ Retirement System to be applied for the retirement account of such teachers (rather than the survivors’ annuity account). The portion shall be equal to the percentage set annually by TRS. The teachers have no right or claim to the fund so remitted except as it may subsequently become available upon retirement or resignation from the Illinois Teachers’ Retirement System.

2. The balance of the amount due each teacher, pursuant to such Compensation Schedule, shall be payable to the teacher as salary in bi-weekly installments, provided the Board shall deduct all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise submitted by the Board.
3. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly. The assumption and payment of teacher’s required contribution to the Illinois Teachers’ Retirement System is a condition of employment made in order to secure the teachers’ future service, knowledge and experience.

4. The Teachers’ Council and each teacher will defend, indemnify, and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Teachers’ Retirement System pursuant to the provisions of this Section. No such claim, demand, action, or suit may be settled or compromised by the Teachers’ Council without the written consent of the Board of Education, if such claim, demand, action, or suit adversely affects the Board of Education, its members, its agents, and/or its employees.

5. If the Internal Revenue Service or a court of competent jurisdiction shall indicate that any or all of the monies paid to the Illinois Teachers’ Retirement System are not properly excludable from the gross income of the teacher for taxation purposes, this Section B shall cease to be operative.

C. METHOD OF SALARY PAYMENT

Teachers shall be paid bi-weekly during the school calendar year, with the first payment distributed no later than the second Friday of the school year.

D. COMPENSATION FOR SPECIAL ASSIGNMENTS

Differentials in compensation are provided for positions which involve leadership, supervision, coaching and other defined responsibilities of marked significance. Assignments may be adjusted on the basis of fewer classes or additional pay or upon both factors.

E. PER CLASS SUBSTITUTE RATE

When a teacher substitutes in a class for another teacher, the substituting teacher shall receive as compensation $40.00 for each class period taught. A teacher must obtain prior approval from a department chairperson or an administrator before substituting for another teacher. Co-teachers may substitute for each other but will not be paid the per class substitute rate.

F. TRANSLATION RATE

Every effort will be made to utilize the translation services provided by the District’s Bilingual Liaison. On the rare occasion when a teacher is asked to provide translation support, he/she has the right to refuse. If a teacher agrees to provide the translation service, the teacher will be paid at the curriculum rate.
G. CURRICULUM WORK RATE

The rate of pay for curriculum work will be $40.00 per hour for the duration of this contract.

H. PH.D HONORARIUM

Any teacher who possesses a valid Ph.D. shall receive an annual honorarium of $1,000.

I. SALARY AND JURY DUTY

The District supports teachers honoring their civic duty. At least five (5) days prior to being absent for Jury Duty, a teacher must arrange for a substitute or department coverage of the teacher’s responsibilities. The teacher should also submit a copy of the jury summons to Human Resources upon receipt of the summons. There will be no loss of salary to a teacher during the time the teacher is absent from work because of jury duty service. Teachers may retain any payment received from the court for the completion of their jury duty service.

J. SALARY AND SCHOOL RELATED LEGAL PROCEEDINGS

Time off with pay shall be granted to any teacher for appearance in a legal proceeding relating to any school matter.

K. COMPENSATION FOR EXTRA CLASS ASSIGNMENT (Class Overload)

A teacher who accepts one (1) class more than the normal load in his/her department shall receive $4,000 per semester for the class overload. Beginning with the 2019-20 school year, the per semester overload pay increases to $4,075, for the life of the contract. The District will make every effort to ensure that the overload payment is paid by the second paycheck of the school year.

L. ADVANCEMENT ON COMPENSATION SCHEDULE

For purposes of advancement on the Compensation Schedule, a full-time tenured teacher who shall be employed one hundred (100) days or more shall be entitled to advance as though the entire year had been completed.

For purposes of advancement on the Compensation Schedule, part-time teachers who are employed as of November 1st of the school year will advance every other year of continued employment and their base salary will be prorated according to the PTE (Part Time Equivalency).

M. COMPENSATION FOR COORDINATORS

The Bilingual Coordinator, the Media Services/Library Coordinator and the Psychologist Intern Coordinator shall be paid $3,800 for the duration of this contract.
N. COMPENSATION FOR TRAINING REQUIRED BY THE DISTRICT

If the District requires a teacher to attend and participate in a training that occurs outside of the normal teacher work day and/or work year, the teacher will be compensated according to the curriculum rate.

O. COMPENSATION FOR WORK COMPLETED FOR THE EDUCATIONAL TESTING SERVICE (COLLEGE BOARD)

When a teacher chooses to work with the Educational Testing Service (College Board) during working hours, the teacher must first receive approval from his/her department chair for professional day(s) to cover the absence(s) and send an email notification to Human Resources once approved. Additionally, if this work is being performed during such hours a teacher is already compensated by the District (Monday through Friday between 8:00 am and 4:00 pm), the teacher will be obligated to reimburse the District for that period of time. Human Resources will then inform the teacher of the specific information the teacher will need to submit in order to process the reimbursement. Work completed by the teacher that occurs outside of the normal work day (as listed above) or on Saturday or Sunday, is compensation not reimbursable to the District for this time. The teacher may not use sick days or personal days to cover this absence(s).

P. SALARY AND UNAPPROVED ABSENCE

Pay deduction for an unapproved absence is based on the following formula: Compensation Schedule pay x 1/185 for each day of absence.

Q. SALARY AND APPROVED ABSENCE

If an absence of no more than 10 days per school semester has been pre-approved by the Superintendent (or designee) for purposes other than leaves, then the teacher shall have a portion of his/her pay deducted to cover the cost of substitute teachers during such approved absence. This deduction shall be at the rate of pay that is the current daily rate of compensation for the cost of a long term substitute whether provided in whole or in part, or otherwise.

R. ADMISSION TO ATHLETIC CONTESTS

ETHS teachers and staff along with their immediate families shall receive free admission to all athletic contests hosted at the high school with the exception of IHSA post-season contests and contests at which a capacity crowd is anticipated. In those instances, the Athletics Department will notify teachers at least three days in advance that tickets must be purchased.
S. PROFESSIONAL GROWTH

Teachers who intend to use coursework or equivalency credit to move from one compensation lane to another should follow the procedures outlined in the Faculty Handbook available on the Staff Hub on the ETHS Website.

1. To move to the MASTERS lane, prior to beginning a Masters Program offered by an accredited institution of high learning, a teacher must receive approval from the Superintendent/designee. All documentation pertaining to the completion of a Masters Degree should be submitted to the Human Resources Department.

2. A teacher shall qualify for horizontal lane movement on the Compensation Schedule beyond a Masters Degree by completing courses (with a Pass in a Pass/Fail course or a grade of C or better in a graded course) offered by an accredited institution of higher learning. To move to the MASTERS+30 lane, at least two-thirds (2/3) of the 30 credit hours must be earned in graded courses with a grade of C or better. The remaining 10 credit hours may be earned through equivalency credit programs. All course work must be approved by the Professional Growth Committee. The only courses that count toward the MASTERS+30 lane movement are courses that have been completed after a teacher has received his/her Masters Degree.

3. To move to the MASTERS+60/Ph.D. lane, at least two-thirds (2/3) of the additional 30 credit hours must be earned in graded courses with a grade of C or better. All course work must be approved by the Professional Growth Committee. The only courses that count toward MASTERS+60 lane movement are courses that have been completed after a teacher has received his/her Masters Degree.

4. After initial employment, coursework or equivalency credit work for lane movement to MASTERS+30 and MASTERS+60 lanes shall include at least six (6) credit hours pertaining to E.T.H.S. district goals.

5. Teachers can earn Fast Track Credits for courses taken in the teacher’s specific content area/curricular area. For every 1 graduate credit/hour, 1.5 professional growth credits/hours will be granted up to 12 hours of coursework resulting in 18 hours of professional growth credit.

6. If hours beyond a Masters Degree are to be utilized for advancement on the salary scale at the beginning of the school year, notice of completion of such course work or equivalency credit shall be filed by the teacher in writing with the Professional Growth Facilitator within the first 40 calendar days of the school year. Compensation will be adjusted at the beginning of the second semester of the school year if notice of anticipated completion of such course work or equivalency credit is submitted to the Professional Growth Facilitator within the first forty (40) calendar days of the second semester.

7. Teachers who earn National Board Certification will earn nine (9) professional growth credits that may be applied toward a lane change.
T. PROFESSIONAL GROWTH COMMITTEE

The Professional Growth Committee (PGC) will be comprised of three (3) members (who are in the Masters +30 lane or higher and are employed full time) appointed by Teachers’ Council, three (3) members appointed by the Superintendent, and the Chief Human Resource Officer. The Chief Human Resource Officer will only cast a vote necessary to break ties. One of the appointed teachers will serve as the Professional Growth Facilitator. This teacher will be paid a stipend which will be established by the Stipend Committee. All procedures and forms relating to the Professional Growth Committee and lane movement will be published in the Faculty Handbook which is available on the Staff Hub on the ETHS Website.
ARTICLE VII
FRINGE BENEFITS

The Board shall provide the following benefits for all full-time teachers. Teachers employed less than full-time shall receive the benefits on a pro-rated basis. The District along with the Insurance Committee agrees to review plan design in order to comply with new federal guidelines governing health care.

A. TERM LIFE INSURANCE

Term life insurance equal to the annual contract salary rounded to the nearest five hundred dollars ($500.00).

B. GROUP HOSPITALIZATION AND MAJOR MEDICAL COVERAGE

For the duration of this contract, the Board of Education will be responsible for paying the following percentages of health insurance premiums:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Employee</th>
<th>Employee + 1</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMO</td>
<td>95%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>PPO</td>
<td>85%</td>
<td>50%*</td>
<td>50%*</td>
</tr>
</tbody>
</table>

*The percentage of the PPO premium paid by the Board of Education will be 70% for employee + 1 and family if the teacher’s date of enrollment in the plan was prior to December 31, 2001. Parties to a civil union and domestic partners shall be treated the same as spouses with respect to eligibility for insurance coverage to the extent permitted by the insurance carrier.

1. For those teachers electing single health insurance, the Board shall pay 100% of the monthly premium for single dental coverage. Those teachers electing “employee+1” or “family” health insurance coverage will pay 100% of the premium for any dental coverage. The Board does not contribute toward this premium.

2. A teacher may elect not to participate in these health insurance plans. If a teacher waives in writing coverage under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the teacher shall be paid $900 per school year (pro rata if less than a year).

3. The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31st of each plan year.
C. FLEXIBLE SPENDING ACCOUNT (FSA)

To the extent permissible by law, the District shall establish and maintain a comprehensive Flexible Spending Account plan that enables teachers to make salary reduction contributions on a pre-tax basis for benefits such as:

- Reimbursement for medical, dental and other health-related expenses to the extent not covered by insurance and incurred by the teacher, the teacher’s spouse and/or the teacher’s dependents for this purpose, pre-tax dollars may not be used for expenses of any dependent who does not meet the IRS definition of a qualified dependent.

- Reimbursement for qualified dependent care assistance (including both child care and elder care).

- The election of benefits will be made during the enrollment period established by the Human Resources Department and shall be irrevocable for the balance of the calendar year. However, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).

- Teachers who are employed for less than full-time but at least 50% of the time shall receive these benefits pro-rated.

D. LIABILITY INSURANCE

The District shall insure against any loss or liability for employees by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

E. CHANGE IN INSURING COMPANIES

Any change in the insuring companies shall be by mutual agreement of the Board of Education and the Insurance Committee, of which Teachers’ Council has (3) representatives.

F. JOINT HEALTH INSURANCE COMMITTEE

A Joint Health Insurance Committee will be established for the purpose of reviewing all aspects of current and future health insurance programs and to recommend changes as appropriate. The committee shall consider all options which are in the best interests of plan participants, taking into account, without limitation, benefit design and coverage options, cost savings and containment options, managed care, preventative care and wellness program. The committee will be comprised of three (3) Teachers’ Council representatives and four (4) Administrative representatives, with one (1) representative
from each of the other bargaining units. An administrative representative will chair the committee.

The work of the Joint Health Insurance Committee is to be collaborative in order to promote a wide range of views and opinions on the subjects discussed. The committee will meet as necessary. All members of the committee shall have access to master policies, documents describing benefit coverage and claims procedures and experience, and all other information generated by the plan administrator and made available to the Board, Superintendent, Human Resources Department and/or Business Office. However, the confidentiality of individual plan participants shall be protected as required by the Americans with Disabilities Act and HIPAA privacy regulations.

The Joint Health Insurance Committee may utilize the services of brokers and consultants. These brokers and consultants may attend meetings and provide recommendations concerning plan design, interpret data generated from reports and bidding carriers, and provide projections of future plan experience.

The recommendations of the Joint Health Insurance Committee will be made by majority vote and require the support of at least one (1) member of Teachers’ Council and at least one (1) member of the Administration. Such recommendations shall be provided, in writing, to the Board and to Teachers’ Council. The Board shall act and communicate its disposition regarding any committee recommendation within 60 days of receiving the recommendation. Committee recommendations will be made in time for implementation with each new plan year.

G. WORKER’S COMPENSATION

1. All school employees are protected under the Worker’s Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in his/her contract or other condition of employment.

2. If an employee, through no negligence of his/her own, suffers an accident or illness resulting from his/her assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker’s Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. On the thirty-first (31st) calendar day and each day thereafter, compensation received will equal 66 & 2/3 of his/her base salary. No benefit days may be used in conjunction with worker compensation payments.
H. INSURANCE FOR TEACHERS ON LEAVE

1. Insurance for teachers on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences. If a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.

2. If permitted by the insurance carrier, the teacher on a leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Business Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article VIII in this Agreement.

3. If the teacher on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

I. INSURANCE FOR TEACHERS NOT RETURNING TO THE DISTRICT

The Board shall pay 50% of the monthly COBRA premium for continued group hospitalization/major medical insurance coverage for the months of July and August for teachers whose contracts are not renewed for the following school year or teachers whose resignation is effective at the end of the current school year.

J. DEFERRED COMPENSATION PLANS (403(b) AND 457) – PRO-RATED BY FTE

Any teachers of the School District may elect to contribute to the 403(b) and 457 plans approved by the District. The Chief Financial Officer shall withhold and deposit funds in the amount selected by the employee under the terms of such plans. 403b contributions will change in each year of this contract and are as follows:

- 2017-18: Flat $400 employer contribution (pro-rated by FTE) for all TC employees
- 2018-19: Flat $500 employer contribution (pro-rated by FTE) for all TC employees
- 2019-20: Flat $550 employer contribution (pro-rated by FTE) for all TC employees
- 2020-21: Tier 1 – 75% match for 1% contribution
- 2020-21: Tier 2 – 100% match for 1% contribution
ARTICLE VIII
PART-TIME TEACHING

A. REQUEST FOR PART-TIME TEACHING

Full-time teachers requesting a reduction to part-time teaching or part-time teachers requesting continuation of part-time status shall submit their request for part-time teaching to the Superintendent in writing no later than February 15th of the preceding school year. Failure to provide such notification shall be treated as an understanding that the teacher will teach full-time during the next school year. Part time requests will be honored pending sectioning results and the needs of students.

B. PART-TIME TEACHER-STUDENT LOAD

If a teacher teaches less than a full load, the teacher-student load will be pro-rated to reflect the appropriate reduction in the number of students.

For example: if a teacher teaches only 4 classes (.2 release) the average total number of students would be reduced by 20% of 26 students. If the teacher is assigned more than 105 students, the teacher is in overload status and is entitled to discuss an appropriate remedy or remedies.

C. SUPERVISORY DUTIES FOR PART-TIME TEACHERS

Supervisory duties for part time teachers are computed as follows:

<table>
<thead>
<tr>
<th>FTE Status</th>
<th>Contact Hours per Week</th>
<th>Duty Periods per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1</td>
<td>3 contact hours</td>
<td>.5</td>
</tr>
<tr>
<td>.2</td>
<td>6 contact hours</td>
<td>1</td>
</tr>
<tr>
<td>.3</td>
<td>9 contact hours</td>
<td>1.5</td>
</tr>
<tr>
<td>.4</td>
<td>12 contact hours</td>
<td>2 periods</td>
</tr>
<tr>
<td>.5</td>
<td>15 contact hours</td>
<td>2.5 (2 prds one semester/3 the other)</td>
</tr>
<tr>
<td>.6</td>
<td>18 contact hours</td>
<td>3 periods</td>
</tr>
<tr>
<td>.7</td>
<td>21 contact hours</td>
<td>3.5 (3 prds one semester/4 the other)</td>
</tr>
<tr>
<td>.8</td>
<td>24 contact hours</td>
<td>4 periods</td>
</tr>
<tr>
<td>.9</td>
<td>27 contact hours</td>
<td>4.5 (4 prds one semester/5 the other)</td>
</tr>
</tbody>
</table>
D.  **ANNUAL SICK DAYS (PRO-RATED FOR PART-TIME TEACHERS)**

These days are to be utilized in the event of personal illness, family illness or death in the immediate family. Immediate family is defined in the School Code (105 ILCS 5/24-6) as, “parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.”

Part-time teachers shall be granted sick days on the following schedule:

<table>
<thead>
<tr>
<th>Years Worked</th>
<th>.1 FTE</th>
<th>.2 FTE</th>
<th>.3 FTE</th>
<th>.4 FTE</th>
<th>.5 FTE</th>
<th>.6 FTE</th>
<th>.7 FTE</th>
<th>.8 FTE</th>
<th>.9 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>5.5</td>
<td>6.5</td>
<td>7.5</td>
<td>8.5</td>
<td>9.5</td>
</tr>
<tr>
<td>5-10</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9.5</td>
<td>10.5</td>
</tr>
<tr>
<td>11-15</td>
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<td>2</td>
<td>2</td>
<td>2</td>
<td>6.5</td>
<td>7.5</td>
<td>9</td>
<td>10</td>
<td>11.5</td>
</tr>
<tr>
<td>16+</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>7</td>
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E.  **ADVANCEMENT ON COMPENSATION SCHEDULE**

For purposes of advancement on the Compensation Schedule, part-time teachers who are employed as of November 1st of the school year will advance every other year of continued employment and their base salary will be prorated according to the PTE (Part Time Equivalency).

F.  **FLEXIBLE SPENDING ACCOUNT (FSA)**

To the extent permissible by law, the District shall establish and maintain a comprehensive Flexible Spending Account plan that enables teachers to make salary reduction contributions on a pre-tax basis for benefits such as:

- Reimbursement for medical, dental and other health-related expenses to the extent not covered by insurance and incurred by the teacher, the teacher’s spouse and/or the teacher’s dependents for this purpose, pre-tax dollars may not be used for expenses of any dependent who does not meet the IRS definition of a qualified dependent.

- Reimbursement for qualified dependent care assistance (including both child care and elder care).
• The election of benefits will be made during the enrollment period established by the Human Resources Department and shall be irrevocable for the balance of the calendar year. However, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).

• Teachers who are employed for less than full-time but at least 50% of the time shall receive these benefits pro-rated.

G. DEFERRED COMPENSATION PLANS (403(b) AND 457) – PRO-RATED BY FTE

Any teachers of the School District may elect to contribute to the 403(b) and 457 plans approved by the District. The Chief Financial Officer shall withhold and deposit funds in the amount selected by the employee under the terms of such plans. 403b contributions will change in each year of this contract and are as follows:

• 2017-18: Flat $400 employer contribution (pro-rated by FTE) for all TC employees
• 2018-19: Flat $500 employer contribution (pro-rated by FTE) for all TC employees
• 2019-20: Flat $550 employer contribution (pro-rated by FTE) for all TC employees
• 2020-21: Tier 1 – 75% match for 1% contribution
• 2020-21: Tier 2 – 100% match for 1% contribution
ARTICLE IX
SUPPLEMENTAL RETIREMENT PLAN

A. DURATION OF PROGRAM

This supplemental retirement program shall be available only to those teachers who, on or before May 1, 2021 provide to the Superintendent notice of their intent to retire on or before June 30, 2023. For teachers who provide a notice of intent to retire after May 1, 2021, this program may or may not be available depending on the terms of succeeding collective bargaining agreements.

B. LOCAL RETIREMENT PROGRAM FOR STAFF WHO HAVE 35 YEARS OR MORE OF CREDITABLE SERVICE OR ARE AGE 60 AND OVER

1. To be eligible to participate in the District’s local retirement program, the teacher must have completed fifteen (15) or more consecutive years of full-time service to ETHS as a certificated teacher and must have:

   a. Submitted, by February 1 of his/her retirement year (final year of employment) or by May 1 of his/her first or second year prior retirement, to the Superintendent an irrevocable letter of intent to retire, which shall be effective upon receipt, AND

   b. accrued at least thirty-five (35) years of creditable service in the Illinois Teachers’ Retirement System (TRS) and be at least fifty-five (55) years of age on the effective date of retirement such that the District will not be required to make a retirement contribution to TRS, OR

   c. be at least sixty (60) years of age on the effective date of retirement such that the District will not be required to make a contribution to TRS.

   d. If the conditions in Paragraph 1 above are satisfied, then the teacher who provides notice as provided below shall receive 6% annual increases in his/her base salary for the last two years prior to their retirement date.

   e. If notice is given by May 1 of the second year of employment prior to retirement (i.e., the year before the final year of employment), the teacher’s base salary for that year and the next year shall be 6% greater than his or her base salary for the preceding year.

   f. If notice is given by February 1 the year of retirement, the teacher’s base salary for the entire year shall be 6% greater than his or her base salary for the preceding year.
EXAMPLE:

g. A teacher gives notice on January 15th, 2018 that s/he intends to retire at the end of the following year (2018-19). The teacher is in the M.A. + 30 lane. The teacher will be 60 years of age at the time of retirement and currently has over 15 years of consecutive service in the District. The previous year (2016-17), the teacher received a base salary of $115,378 and $5,000 in stipends for coaching. This teacher will be eligible to participate in the District’s supplemental retirement program and will receive the following:

In the year s/he gives notice (2017-18), the teacher will receive total salary compensation of $122,301 ($115,378 x 1.06) + $5,000 coaching stipend.

Assuming s/he continues with the same extra activities/stipends, s/he will continue to receive the contractual rate for those activities, as long as the TOTAL compensation increase to the teacher does not exceed 6% from one year to the next.

During his/her final year of employment (2018-19 in this example), the teacher will receive total salary compensation of $126,639 ($122,301 * 6%) + $5,000 coaching stipend. Note that if the coaching stipend is scheduled to increase, the teacher may receive that increase as long as it is capped at 6%. In this example, the stipend may not increase by more than $300.

This teacher will be eligible to receive the post-retirement health insurance contribution of $1500 per year if none of the pay increases/additional pay/compensation she received during the last four years of employment exceeded the 6% rule and caused the District to be required to make any additional contributions to TRS. This includes ANY income earned in any capacity by any TRS employer. Note that the District will not be able to finalize this determination until the summer AFTER the employee retires.

2. The six percent (6%) base salary increases described above are in lieu of any other base salary increases to which the teacher otherwise would be entitled under this Agreement. “Base salary” for this purpose shall be inclusive of any vertical and/or horizontal salary schedule movement and negotiated salary schedule increases, but shall not include stipends or any other compensation, such as for summer school or any other compensated activities.

3. A teacher who has given notice of intent to retire under paragraph 2 above shall not under any circumstances receive an increase in total TRS creditable earnings in excess of six percent (6%) in any year used to calculate the teacher’s final average salary with TRS (typically the last four years of employment prior to retirement). The TRS calculation of creditable earnings for this purpose includes base salary and most extra payments or stipends received for extracurricular activities.
4. During any year in which a teacher receives a 6% base salary increase under paragraph 2 above, if the teacher wishes to perform any new or different extracurricular activities and these would cause the teacher to incur an increase in non-exempt creditable earnings in excess of six percent (6%) for the year, the teacher shall have the choice of:
   a. not performing the activity
   b. accepting a lesser rate of pay for the activity than would otherwise be paid under this Agreement. This lesser rate would be the standard rate less any amount that would cause the teacher’s non-exempt creditable earnings increase for the year to exceed six percent (6%).

5. Until the current contract expires, TRS will exempt from the 6% rule certain earnings. These exemptions are described in TRS regulations. It is the intent of the parties to eliminate or minimize any additional contributions the District would be required to pay to TRS as a result of teachers having year-to-year non-exempt creditable earnings increases that exceed 6% in any year used to calculate the teacher’s pension. For any teacher whose retirement could but does not in fact cause the District to make any such additional contributions, the District shall make a post-retirement payment, which may be used to defray the cost of retiree health insurance coverage, to the teacher of $1,500 per year for a period of five (5) years. This payment is not intended as deferred compensation for services rendered but rather as an incentive to teachers to manage their activities in the latter stages of their career so as not to cause the District to have to pay any unnecessary contributions to TRS. The payment will be made during July of each of the five post-retirement years.

6. The parties agree that Article IX creates a vested right to the benefits of the local program only for employees who agree to retire on or before June 30, 2023 and have given notice prior to May 1, 2021. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that adversely affect the Board’s obligations or employee rights under any benefit set forth in Article VIII, then they will meet to negotiate further over this provision and the impact of such legal changes.

7. If a teacher at retirement has any accumulated sick leave days that have not been counted towards the teacher’s creditable service for purposes of retirement, the teacher shall receive $10 per day to be paid in a separate check after receiving his/her last regular pay check, and after his/her last day of work, but in any event prior to December 31.

8. No teacher shall be permitted to remain enrolled as the primary insured in the District’s group health insurance plans after retirement, except as permitted under federal law pursuant to COBRA.
C. RETIREMENT COUNSELING PROGRAM

If a retirement counseling program is provided, the cost shall be divided equally between the Teachers’ Council and the Board.

D. TRS AND APPLICATION OF SICK LEAVE/EXTENDED SICK LEAVE DAYS

A District grant of sick leave days does not guarantee that TRS will recognize the totality of such days when it calculates years of service for purposes of retirement. It is the employee’s responsibility to determine through direct contact with TRS that TRS has credited all expected service time.

E. TIMING OF NOTICE AND RETIREMENT

In order to enjoy the full provisions of contractual retirement benefits, all members of Teachers’ Council are required to retire at the close of an academic year.
ARTICLE X
TERMINATION OF NON-TENURED TEACHERS

A. DISMISSAL CONFERENCE

A non-tenured teacher who is to be recommended for dismissal at the end of the school term shall be afforded the opportunity for a conference with the appropriate administrator prior to the submission of such recommendation to the Board of Education. If requested by the teacher, he/she may be accompanied at such conference by a representative(s) of Teachers’ Council Executive or Grievance Committee. This paragraph shall not apply to any dismissal occurring as a result of reduction in program or reduction in the total number of teachers to be employed.

B. DISMISSAL RIGHTS

A non-tenured teacher who has been recommended to the Board for dismissal at the end of the school term shall have the right to a closed meeting with the Board of Education prior to action by the Board. At such meeting, the teacher may present information relevant to such dismissal. The request for such meeting shall be presented in writing to the Superintendent within ten (10) calendar days of receiving notice of recommendation of dismissal. The teacher shall have the right to representatives which may include witnesses and legal counsel. This paragraph shall not apply to any dismissal occurring as a result of reduction in program or reduction in the total number of teachers to be employed.
ARTICLE XI
REDUCTION IN FORCE

A. JOINT COMMITTEE

Annually a reduction in force (“RIF”) joint committee (the “RIF Joint Committee”) shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of The Illinois School Code. The RIF Joint Committee shall be composed of eight (8) members, four (4) members to be appointed by the Superintendent and four (4) members to be appointed by the Teachers’ Council President. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any agreements reached by the RIF Joint Committee must be approved by the affirmative vote of at least seven members. Any agreements reached by the RIF Joint Committee shall be communicated to the Superintendent and to the Teachers’ Council President on or before February 1 of the year in which RIF Notices are to be sent out.

B. REDUCTIONS IN FORCE

By no later than March 15 of each school year, the Superintendent or designee shall consult with the Teachers’ Council President to develop a list establishing the sequence of honourable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12(b) of The School Code. The Superintendent or designee shall complete the list and provide the Teachers’ Council President with a copy by no later than 75 calendar days before the end of the school term. Thereafter, the Superintendent or designee shall promptly inform the Teachers’ Council President of any changes in the list made between the time of consultation with the Teachers’ Council President and any RIF action taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

C. DEFINITION OF SENIORITY

Where seniority is to be applied under Section 24-12 of The School Code, the following criteria shall be used:

1. As used herein, “seniority” shall mean the continuous service in the District beginning with the teacher’s first day of contractual work of the school year. Periods of leaves of absence shall not interrupt continuous service.

Employment in the District which is less than full-time or full-year shall be counted pro rata in computing length of service. Periods of unpaid leaves of absence shall not be counted in determining length of service. Time outside of the bargaining unit shall not count toward seniority, except as provided for in Section A, 7 of this Article.
2. If the length of service of teachers shall be equal, preference shall be given to the teacher who has advanced the furthest vertically on the compensation schedule, and in the event of equal vertical placement, preference shall be given the teacher who has advanced the furthest horizontally on the compensation schedule. If length of service shall still be equal, a determination by lot shall be made by the Superintendent or designee to determine who has greater seniority.

3. Anything in this Article to the contrary notwithstanding and to the extent permitted by law, (a) the Board’s commitment to the principles of affirmative action shall prevail, and (b) where the teachers remaining teach subjects of a specialized nature within such areas as world language, music, art, technical education, and other disciplines, teachers with the greater experience and/or preparation in such specialty may be retained in preference to teachers lacking such experience and/or preparation.

4. If the District shall determine that it is necessary to assign a certificated tenured employee who is not a teacher to a position which would qualify such employee as a teacher under the terms of this Agreement, the affected certificated tenured employee shall be placed upon the seniority list and granted seniority credit for the length of continuous full-time service as a professional employee in the District.

D. RECALL

Teachers dismissed as a result of a RIF shall have the right of recall as set forth in Section 24-12 of The School Code. A teacher shall be recalled by registered or certified letter from the District to the teacher’s address on file with the District. A teacher’s failure to respond affirmatively within fifteen (15) calendar days after the receipt of the District’s letter recalling such teacher shall result in termination of the teacher’s rights of recall hereunder for the specific offer only. Any teacher who shall fail to respond a second time to such recall letter shall be removed from the “Recall List.”

E. INSURANCE BENEFITS

Teachers on the “Recall List” shall be eligible to continue their District group insurance coverage under COBRA.

F. SUBSTITUTE PRIORITY

A teacher on an active recall list shall be given priority in being hired as a substitute as compared to other persons who have not on such a list, and if employed as a substitute shall be paid at the long-term substitute rate on the eleventh (11) day of work as a substitute. The obligation of the Board hereunder shall cease upon the third consecutive occasion of a refusal by any individual teacher to accept the assignment as a substitute, but not including a refusal occasioned by the illness of the teacher.
G. SUMMER SCHOOL TEACHING

A teacher who is honorably dismissed shall be given priority consideration for summer employment of a professional nature, provided the obligation of the Board hereunder shall cease upon the refusal of the teacher to accept any summer position.

H. PART TIME SERVICE

The Board shall first offer part-time teaching positions to teachers honorably dismissed in accordance with the recall provisions of this Article, provided the rejection of an offer of a part-time position shall not affect the teacher’s right for recall for full-time employment. Anything in this Agreement to the contrary notwithstanding, if any such teacher agrees to accept a part-time teaching position of 50% or more, such service shall be counted as a full year of service in determining seniority and advancement on the salary schedule.

The Board agrees that it will not utilize part-time employment as a device to systematically circumvent the reemployment of full-time teachers.
ARTICLE XII
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. INDIVIDUAL AND ORGANIZATION RIGHTS

1. Teachers’ Council shall have the right to have a representative present at all formal grievance meetings.

2. Every affected teacher, group of teachers or Teachers’ Council shall have the right to present grievances in accordance with these procedures. Every teacher has the right to be represented by a Teachers’ Council representative at all steps of the grievance procedure.

3. The failure of a teacher or Teachers’ Council (or in the event of an appeal to arbitration, Teachers’ Council only) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. As used herein, “days” shall mean teacher employment days, except during the summer recess when it shall mean days on which the District Human Resources department is open.

5. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or Teachers’ Council shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
C. PROCEDURES

1. FIRST STEP

An attempt shall be made to resolve any grievance by informal discussion between complainant and his/her immediate supervisor or the administrator responsible.

If the grievance shall arise from a determination above the associate principal’s level, it shall initially be filed at the third step.

2. SECOND STEP

If the grievance cannot be resolved informally, the aggrieved teacher or Teachers’ Council shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the appropriate administrator. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement upon which the grievance is based, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance. The appropriate administrator shall make a decision on the grievance and communicate it in writing to the teacher and Teachers’ Council and the Superintendent within ten (10) days after receipt of the grievance.

3. THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher or Teachers’ Council shall file, within ten (10) days of the appropriate administrator’s written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the Superintendent and/or his/her designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and Teachers’ Council.

4. FOURTH STEP

If the grievance is not resolved satisfactorily at Step 3, Teachers’ Council may utilize a fourth step of final, binding arbitration. Teachers’ Council may submit, in writing, a request on behalf of Teachers’ Council and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the parties fail to reach an agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide (a) panel(s) of arbitrators.
a. Neither the Board nor Teachers’ Council shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

b. The arbitrator may include in his/her award such financial reimbursements or other remedies as shall be within his/her lawful authority.

c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration process shall be divided equally between the Board and Teachers’ Council.

d. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and Teachers’ Council.

e. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Teachers’ Council, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

f. The decision of the Arbitrator shall be final and binding.
ARTICLE XIII
NEGOTIATION PROCEDURES

A. COMMITTEE MEMBERSHIP

Designated representatives of the Board and representatives of Teachers’ Council, who shall have been deemed with authority to negotiate on behalf of the respective parties, shall meet as provided herein for purposes of negotiating a successor agreement.

- The number of people on the Teachers’ Council professional negotiating committee can be equal to, but not more than the number of the people on the Board/Administrative negotiating team.

B. MEETINGS

Either party requesting negotiations should send a letter to the other party by February 15, of the last year of the contract. Such negotiations shall begin no later than April 1, of the final year of the contract with meetings to be held as necessary at times and places to be agreed upon by the parties.

Facts, opinions and proposals shall be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article XII, Section C, below.

C. SCOPE

The parties agree to negotiate in good faith: salaries (including stipends), related economic conditions (fringe benefits), grievance adjustment, negotiating procedure, and working conditions (including personnel matters and work assignments).

D. REQUESTS FOR ASSISTANCE

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

E. AGREEMENT AND APPENDICES

When tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding, embodying tentative negotiation agreements shall be submitted to the membership of Teachers’ Council and the full Board of Education for ratification. Individual teacher contracts shall conform to this Agreement.
F. NEGOTIATIONS LEAVE

Up to three (3) days leave per year shall be granted to each members of the Teachers’ Council Negotiating Committee. Such leave days may be used at the discretion of Teachers’ Council and shall incur no loss of pay. The cost of substitutes, if necessary, shall be paid by Teachers’ Council.

ARTICLE XIV
IMPASSE PROCEDURES

A. MEDIATION

1. If agreement is not reached on all items within ninety (90) calendar days following the onset of negotiations, and all items have been thoroughly discussed with no apparent reconciliation of differences being possible, either party may declare to the other that an impasse exists and call for mediation as a means of attaining resolution of the item(s) in dispute.

2. A panel of mediators shall be secured from the American Arbitration Association or the Federal Mediation and Conciliation Service. The selection of the mediator shall be in accordance with its rules and regulations.

3. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data and make suggestions and recommendations for settlement provided the mediator shall not make public any recommendations without the written consent of the parties.

B. COSTS

The cost of the mediator shall be shared equally by the parties. Costs for consultants chosen by the party shall be borne by that party.
ARTICLE XV
REPRESENTATION CHALLENGE

Any representation challenge to the majority status of the Teachers’ Council shall be processed in accordance with the applicable provisions of the Illinois Educational Labor Relations Act and any related rules and regulations issued by the Illinois Educational Labor Relations Board.
ARTICLE XVI
EFFECT OF AGREEMENT

A. EXCEPTIONS

If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

B. RIGHTS OF BOARD

Except as expressly modified or limited by the specific provisions of this Agreement, the Board retains the right to make and implement decisions concerning the management and operation of the District in all its respects, including, but not limited to, the right to determine the District’s organizational and administrative structure; to determine the scope, purpose, and standards for the services to be offered to the public; to make, revise, and enforce rules and regulations; to direct, assign, schedule, transfer, and evaluate employees; to determine the duration, methods, means, composition and number of personnel by which operations are to be conducted; to establish class schedules and make student assignments; to determine whether goods or services are to be provided or purchased; to establish, modify, or eliminate courses of instruction, specific programs, athletic, recreational and social events; to determine whether employees should be placed in contractual continued service; to lay off and recall employees; to establish qualifications for employment and to determine fitness for employment; and to change or eliminate existing methods, equipment or facilities.

In accordance with applicable law, Teachers’ Council recognizes the Board’s commitment to equal employment opportunities and to affirmative action. The Board retains the right to take all actions necessary to fulfill that commitment, including the right to determine the content and implementation of any Affirmative Action Plan that may be in effect from time to time.

C. FULL AGREEMENT

This Agreement supersedes and cancels all previous agreements between the Board and Teachers’ Council and constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The Board and Teachers’ Council, for the life of this Agreement, each voluntarily and unqualifiedly, waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
D. NON-INTERRUPTION OF WORK

During the term of this Agreement, neither Teachers’ Council nor any teacher covered by this Agreement shall instigate, promote or participate in any strike or other concerted stoppage of work. Teachers’ Council shall not be held responsible for actions of individual teachers.
ARTICLE XVII
DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 2017

B. This Agreement shall remain in effect through June 30, 2021

In witness hereof the parties have set their hands this 1st day of July 2017.

BOARD OF EDUCATION OF
EVANSTON TOWNSHIP HIGH
SCHOOL DISTRICT 202

By: Patricia Savage-Williams
President, Board of Education

Evanston Township High School
Teachers’ Council

By: William Farmer
President, Teachers’ Council

NEA/IEA
APPENDIX A

EVANSTON TOWNSHIP HIGH SCHOOL-DISTRICT 202 EVANSTON, IL 60201

2017-2018 TEACHER COMPENSATION SCHEDULE

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<td>$123,757</td>
<td>$129,138</td>
</tr>
<tr>
<td>25</td>
<td>$77,076</td>
<td>$119,560</td>
<td>$124,995</td>
<td>$130,429</td>
</tr>
<tr>
<td>26-29</td>
<td>$77,076</td>
<td>$120,756</td>
<td>$126,244</td>
<td>$131,733</td>
</tr>
<tr>
<td>30+</td>
<td>$77,076</td>
<td>$121,963</td>
<td>$127,507</td>
<td>$133,051</td>
</tr>
</tbody>
</table>
### 2018-19 Salary Schedule - COLA (Cost of Living Adjustment) increase
- Salaries will increase by 50% of CPI assuming no property tax freeze is in effect. December 2016 CPI for the 2018-19 school year is 2.1%.

### 2019-20 Salary Schedule - COLA (Cost of Living Adjustment) increase
- Salaries will increase by 75% of CPI assuming no property tax freeze is in effect. Max COLA increase is 2%.

### 2020-21 Salary Schedule - COLA (Cost of Living Adjustment) increase
- Salaries will increase by 100% of CPI assuming no property tax freeze is in effect. Max COLA increase is 2.5%.

Please note that years of service with the District do not necessarily align with your step on the salary schedule.
## APPENDIX A1
### SUMMER SCHOOL SALARY SCHEDULE

**EVANSTON TOWNSHIP HIGH SCHOOL – DISTRICT 202 EVANSTON, IL 60201**

School Years 2017-2018 & 2018-2019

### I. Total Amount for both Sessions

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>MA</th>
<th>MA +30</th>
<th>MA +60</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5,126</td>
<td>$5,385</td>
<td>$5,520</td>
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<tr>
<td>2</td>
<td>$5,126</td>
<td>$5,520</td>
<td>$5,658</td>
<td>$5,714</td>
</tr>
<tr>
<td>3</td>
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<td>$5,658</td>
<td>$5,799</td>
<td>$5,857</td>
</tr>
<tr>
<td>4</td>
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<td>$5,799</td>
<td>$5,944</td>
<td>$6,003</td>
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<td>5</td>
<td>$5,126</td>
<td>$5,944</td>
<td>$6,093</td>
<td>$6,154</td>
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<td>$6,093</td>
<td>$6,245</td>
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</tr>
<tr>
<td>7</td>
<td>$5,126</td>
<td>$6,245</td>
<td>$6,401</td>
<td>$6,465</td>
</tr>
<tr>
<td>8</td>
<td>$5,126</td>
<td>$6,401</td>
<td>$6,562</td>
<td>$6,628</td>
</tr>
<tr>
<td>9</td>
<td>$5,126</td>
<td>$6,562</td>
<td>$6,726</td>
<td>$6,793</td>
</tr>
<tr>
<td>10</td>
<td>$5,126</td>
<td>$6,726</td>
<td>$6,894</td>
<td>$6,963</td>
</tr>
<tr>
<td>11</td>
<td>$5,126</td>
<td>$6,894</td>
<td>$7,067</td>
<td>$7,137</td>
</tr>
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</table>

### II. Daily Summer School Rate

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>MA</th>
<th>MA +30</th>
<th>MA +60</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$197.15</td>
<td>$207.13</td>
<td>$212.29</td>
<td>$214.42</td>
</tr>
<tr>
<td>2</td>
<td>$197.15</td>
<td>$212.31</td>
<td>$217.60</td>
<td>$219.78</td>
</tr>
<tr>
<td>3</td>
<td>$197.15</td>
<td>$217.61</td>
<td>$223.04</td>
<td>$225.27</td>
</tr>
<tr>
<td>4</td>
<td>$197.15</td>
<td>$223.06</td>
<td>$228.62</td>
<td>$230.90</td>
</tr>
<tr>
<td>5</td>
<td>$197.15</td>
<td>$228.63</td>
<td>$234.33</td>
<td>$236.68</td>
</tr>
<tr>
<td>6</td>
<td>$197.15</td>
<td>$234.35</td>
<td>$240.19</td>
<td>$242.63</td>
</tr>
<tr>
<td>7</td>
<td>$197.15</td>
<td>$240.21</td>
<td>$246.20</td>
<td>$248.66</td>
</tr>
<tr>
<td>8</td>
<td>$197.15</td>
<td>$246.21</td>
<td>$252.39</td>
<td>$254.91</td>
</tr>
<tr>
<td>9</td>
<td>$197.15</td>
<td>$252.37</td>
<td>$258.70</td>
<td>$261.29</td>
</tr>
<tr>
<td>10</td>
<td>$197.15</td>
<td>$258.68</td>
<td>$265.17</td>
<td>$267.82</td>
</tr>
<tr>
<td>11</td>
<td>$197.15</td>
<td>$265.14</td>
<td>$271.79</td>
<td>$274.51</td>
</tr>
</tbody>
</table>

Methodology: 26 days of summer school for entire summer
2018-2019 - Summer school rates will not increase
2019-2020 - Summer School rates will increase by 2.5%
2020-2021 - Summer School rates will not increase

An ETHS teacher shall be placed on this schedule in the same lane and on the same step the teacher was on during the immediately preceding school term prior to teaching summer school. If the teacher was on a step higher than Step 11 during the immediately preceding school term prior to teaching summer school, the teacher will be placed on Step 11.
## APPENDIX A2

**EVANSTON TOWNSHIP HIGH SCHOOL – DISTRICT 202 EVANSTON, IL 60201**

### 2017-18 STIPEND SCHEDULE

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>YEARS 1-3</th>
<th>YEARS 4-7</th>
<th>YEARS 8-12</th>
<th>13TH YEAR +</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$8277</td>
<td>$9142</td>
<td>$10370</td>
<td>$11806</td>
</tr>
<tr>
<td>2</td>
<td>$7195</td>
<td>$8006</td>
<td>$8817</td>
<td>$9358</td>
</tr>
<tr>
<td>3</td>
<td>$4977</td>
<td>$5772</td>
<td>$6654</td>
<td>$7195</td>
</tr>
<tr>
<td>4</td>
<td>$3624</td>
<td>$3841</td>
<td>$4436</td>
<td>$4977</td>
</tr>
<tr>
<td>5</td>
<td>$2359</td>
<td>$2845</td>
<td>$3462</td>
<td>$3624</td>
</tr>
</tbody>
</table>

## APPENDIX A3

**EXPERIENCE FACTOR**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>YEARS 1-3</th>
<th>YEARS 4-7</th>
<th>YEARS 8-12</th>
<th>YEARS 13+</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.1443</td>
<td>0.1594</td>
<td>0.1808</td>
<td>0.2059</td>
</tr>
<tr>
<td>2</td>
<td>0.1255</td>
<td>0.1396</td>
<td>0.1538</td>
<td>0.1632</td>
</tr>
<tr>
<td>3</td>
<td>0.0868</td>
<td>0.1007</td>
<td>0.1160</td>
<td>0.1255</td>
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<tr>
<td>4</td>
<td>0.0632</td>
<td>0.0670</td>
<td>0.0774</td>
<td>0.0868</td>
</tr>
<tr>
<td>5</td>
<td>0.0411</td>
<td>0.0496</td>
<td>0.0604</td>
<td>0.0632</td>
</tr>
</tbody>
</table>

The word “years” in the charts above refers to the years of documented experience as a sponsor or a coach.

**2018-19 Stipend Schedule** – Stipends will increase by 50% of CPI assuming no property tax freeze is in effect.

**2019-20 Stipend Schedule** – Stipends will increase by 75% of CPI assuming no property tax freeze is in effect. Maximum increase is 2%

**2020-21 Stipend Schedule** – Stipends will increase by 100% of CPI assuming no property tax freeze is in effect. Maximum increase is 2.5%
B. STIPEND REVIEW COMMITTEE

1. The Stipend Review Committee shall recommend to the Superintendent additions, deletions and/or changes in placement of stipend positions on stipend schedule.

2. The Committee will consist of six (6) members appointed by Teachers’ Council and six (6) members appointed by the Superintendent. The composition of the committee shall be as follows:
   - Chief Human Resource Officer/Designee (1)
   - Athletic Director (1)
   - Administration (AP) or other administrator as appointed by the Superintendent (4)
   - Athletic Coach (1)
   - Music/Drama Teacher (1)
   - Others as appointed by TC President (4)

C. ADDITIONAL STIPEND INFORMATION

1. If a new stipend position is approved by the Superintendent, the Superintendent/designee shall prepare the job description and determine the stipend for the first year that the position is filled. After the first year, the Stipend Review Committee shall review the stipend position and determine where the position should be placed on the stipend schedule.

2. Coaches or sponsors may be granted non-ETHS years of experience provided the coach or sponsor produces official documentation from their previous district that substantiates prior experience coaching or sponsoring the sport or activity at the high school level. For sports, the Athletic Director, in conjunction with the Chief Human Resource Officer, will then determine the appropriate placement of a coach on the stipend grid in terms of experience. For extracurricular activities, the Director of Activities, in conjunction with the Chief Human Resource Officer, will then determine the appropriate placement of a sponsor on the stipend grid in terms of experience.

3. The evaluation shall serve as the written notice to a coach or a sponsor should the non-renewal of a coach or sponsor occur. Should the reclassification or the elimination of a sport or extracurricular activity occur, the coach or sponsor shall receive written communication from the Stipend Review Committee.
4. Coaches and trainers receive $20 per session during vacation periods up to a maximum of five (5) sessions, except football coaches who receive an additional seven (7). For purposes of this section, school holidays are interpreted as vacation periods.

5. Coaches shall be paid mileage (as prescribed by the Board) for scouting assignments.

6. Chaperones for approved overnight trips shall receive $40.00 per night if they are not already receiving a stipend for this activity. Teachers shall not receive this payment for chaperoning overnight foreign trips. Compensation for those teachers is reflected in their stipend.

7. Athletic stipends shall be paid in season. All other stipends shall be paid during first semester, second semester or both semesters, depending upon when the activity occurs.

D. STIPEND FORMULA

Stipend positions shall be evaluated by awarding points for the factors listed below and placed in the appropriate category based upon the range of points also set forth below.

1. Student contact hours required beyond teaching contract:

<table>
<thead>
<tr>
<th>HOURS</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/30</td>
<td>4</td>
</tr>
<tr>
<td>31-1/60</td>
<td>8</td>
</tr>
<tr>
<td>61-1/90</td>
<td>12</td>
</tr>
<tr>
<td>91-120</td>
<td>16</td>
</tr>
<tr>
<td>121-150</td>
<td>20</td>
</tr>
<tr>
<td>151-180</td>
<td>24</td>
</tr>
<tr>
<td>181-210</td>
<td>28</td>
</tr>
<tr>
<td>211-240</td>
<td>32</td>
</tr>
<tr>
<td>241-270</td>
<td>36</td>
</tr>
<tr>
<td>271+</td>
<td>40</td>
</tr>
</tbody>
</table>

2. Average number of students per adviser/coach:

<table>
<thead>
<tr>
<th>STUDENTS</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 students</td>
<td>1</td>
</tr>
<tr>
<td>Maximum</td>
<td>12</td>
</tr>
<tr>
<td>Head coaches</td>
<td>All students in total program</td>
</tr>
<tr>
<td>Assistant coaches</td>
<td>Total students divided by number of coaches</td>
</tr>
</tbody>
</table>
3. Job pressure (maximum of 12 points):
   a. Public exposure
   b. Public relations responsibilities
   c. Safety and security of students

4. Preparation and planning time:

<table>
<thead>
<tr>
<th>HOURS</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-30</td>
<td>3</td>
</tr>
<tr>
<td>31-60</td>
<td>6</td>
</tr>
<tr>
<td>61-90</td>
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</tr>
<tr>
<td>91-120</td>
<td>12</td>
</tr>
<tr>
<td>121-150</td>
<td>15</td>
</tr>
<tr>
<td>151-180</td>
<td>18</td>
</tr>
</tbody>
</table>

5. Equipment and materials management:

   a. Equipment volume (individual pieces of equipment issued):

      | PIECES | POINTS |
      |-------|-------|
      | 500+  | 5     |
      | 100+  | 4     |
      | 30+   | 3     |
      | 20+   | 2     |
      | 10+   | 1     |

   b. Handling repetitions (number of participants x pieces issued x times handled):

      | REPS  | POINTS |
      |-------|-------|
      | 500+  | 5     |
      | 350+  | 4     |
      | 250+  | 3     |
      | 100+  | 2     |
      | 25+   | 1     |
6. Weekend and holiday involvement:
   Two (2) points for each day or part of day spent to a maximum of eighteen (18) points.

7. Obligated travel supervision:
   One-half (.5) points per trip to a maximum of six (6) points.

8. Other adults supervised:
   One (1) point per each paid adult supervised to a maximum of six (6) points.

E. STIPEND RANGE

A. Category 1 ................................................................. 106 – 122 points
B. Category 2 ................................................................. 81 – 105 points
C. Category 3 ................................................................. 56 – 80 points
D. Category 4 ................................................................. 31 – 55 points
E. Category 5 ................................................................. 5 – 30 points
APPENDIX B

EXTRA DUTY STIPENDS

A. CATEGORY 1

1. Basketball Boys Varsity Head Coach
2. Basketball Girls Varsity Head Coach
3. Football Varsity Head Coach
4. Forensics Head Coach (2 seasons)
5. Jazz Band Director
6. Mathletes Sponsor
7. Orchestra Director
8. “The Key” Sponsor
9. Track Boys Head Coach
10. Track Girls Head Coach

B. CATEGORY 2

1. Aquatics Manager
2. Baseball Varsity Head Coach
3. Basketball Boys Assistant Coaches
4. Basketball Girls Assistant Coaches
5. ETHS Dance Company Director
6. Football Freshman Head Coach
7. Football Sophomore Head Coach
8. Football Varsity Assistant Coaches
9. Football Freshmen Assistant Coaches
10. Football Sophomore Assistant Coaches
11. Gymnastics Boys Head Coach
12. Gymnastics Girls Head Coach
13. Lacrosse Boys Head Coach
14. Lacrosse Girls Head Coach
15. Marching Band Director
16. Musical Drama Director
17. Musical Orchestra Director
18. Musical Vocal Director
19. Soccer Boys Varsity Head Coach
20. Soccer Girls Varsity Head Coach
21. Softball Girls Head Coach
22. Swimming Boys Head Coach
23. Swimming Girls Head Coach
24. Tennis Boys Head Coach
25. Theater Box Office Manager
26. Track Boys Assistant Coaches
27. Track Girls Assistant Coaches
28. Volleyball Boys Head Coach
29. Volleyball Girls Head Coach
30. Water Polo Girls Head Coach
31. Wrestling Head Coach
32. YAMO: Managing Director
33. YAMO: Show Director

C. CATEGORY 3

1. Badminton Head Coach
2. Baseball Varsity Assistant Coaches
3. Baseball Freshman Head Coach
4. Baseball Sophomore Head Coach
5. Baseball Sophomore Assistant Coaches
6. Best Buddies Sponsor
7. Cheerleading Varsity Coach
8. Chess Club Sponsor
9. Costume Director
10. Cross Country Boys Head Coach
11. Cross Country Girls Head Coach
12. Debate Assistant Coach
13. Football Equipment Manager
14. Foreign Travel Sponsor*
15. Golf Boys Head Coach
16. Golf Girls Head Coach
17. Gymnastics Boys Assistant Coaches
18. Gymnastics Girls Assistant Coaches
19. Jazz Band Assistant Director
20. Lacrosse Boys Assistant Coaches
21. Lacrosse Girls Assistant Coaches
22. Marching Band Assistant
23. Play Director
24. Pom Pon Sponsor
25. Soccer Boys Freshman Coach
26. Soccer Boys Sophomore Coach
27. Soccer Girls Freshman Coach
28. Soccer Girls Sophomore Coach
29. Soccer Boys Assistant Coaches
30. Soccer Girls Assistant Coaches
31. Softball Freshman Head Coach
32. Softball Sophomore Assistant Coaches
33. Softball Varsity Assistant Coaches
34. Speech Assistant Coaches
35. Swimming Boys Head Diving Coach
36. Swimming Boys Assistant Diving Coaches
37. Swimming Boys Assistant Coaches
38. Swimming Girls Head Diving Coach
39. Swimming Girls Assistant Diving Coaches
40. Swimming Girls Assistant Coaches
41. Technical Play Director (Fall, Winter, and Spring)
42. Tennis Boys Assistant Head Coaches
43. Tennis Girls Head Coach
44. Volleyball Boys Assistant Coaches
45. Volleyball Girls Assistant Coaches
46. Water Polo Boys Head Coach
47. Winterguard Director
48. Wrestling Assistant Coaches
49. YAMO Technical Director

*Foreign Travel Sponsors
  • Travel/Exchange Reciprocal (Fundraising included)

D. CATEGORY 4

1. Academic Bowl Sponsor
2. Assistant Theater Director
3. Badminton Assistant Coaches
4. Book Club Sponsor
5. Box Office Manager
6. Cheerleading Assistant Coach
7. Chess Assistant Coaches
8. Color Guard Instructor (Marching Band)
9. Cross County Girls Assistant Coaches
10. Cross Country Boys Assistant Coaches
11. DECA Sponsor
12. ETHS Dance Company Assistant Director
13. Fencing Club Team Sponsor
14. Field Hockey Club Coach
15. Foreign Travel Sponsor*
16. Freshman/Sophomore Production Director
17. Freshman/Sophomore Honor Society Sponsor
18. Gender and Sexuality Alliance Sponsor (GSA)
19. Golf Boys Assistant Coaches
20. Golf Girls Assistant Coaches
21. Latino QUEST Sponsor
22. Model UN Sponsor
23. Musical Choreographer
24. National Honor Society Sponsor
25. Percussion (Marching Band)
26. Pom Pon Assistant Coach
27. QUEST Sponsor
28. Science Olympiad Sponsor
29. Society of Hispanic Professional Engineers (SHPE) Sponsor
30. Special Olympics Sponsor
31. Table Tennis Club Coach
32. Technical Director for Play Productions
33. Tennis Girls Assistant Coaches
34. Upstart Crows Sponsor
35. Water Polo Girls Assistant Coaches
36. Water Polo Boys Assistant Coaches
37. Weight Trainer
38. Writers’ Showcase Sponsor
39. YAMO Choreographer
40. YAMO Orchestra Director

*Foreign Travel Sponsors
   • Trips/Tours (Fundraising Included)

E. CATEGORY 5

1. Academic Coach
2. Assistant Technical Director, Music
3. Concert Show Choir Director
4. Foreign Travel Sponsor*
5. Freshman/Sophomore Production Assistant Director
6. Graphics Club Sponsor
7. NAACP Sponsor
8. Paper Clip Literary Magazine Sponsor
9. Co-Pep Band Directors
10. Professional Growth Facilitator
11. Varsity Club Sponsor
12. WYSE Sponsor

*Foreign Travel Sponsors
   • One-way Exchange/Hosting (Fundraising Included)

Note: The plural use of the word “Coach” indicates that all Assistant Coaches of that particular sport or extracurricular activity are classified within that same category, regardless of the specific title. It does not indicate, in any way, the budgeted number of positions within that position title.
APPENDIX C

HONORARIUMS

From time to time, the District will ask teachers to take on additional responsibilities. Some of these responsibilities will be the result of grants or other funds and some will be based upon changes in programs and needs of the district. Payments to teachers for this work will be in the form of an honorarium. Such payments will vary from year to year and some may be paid for a one time activity.

A list of honorariums as of July 1, 2017, which may change from year to year, includes:

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.P. Recruitment/Retention Manager</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Biology Assistant</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>CARE Team Facilitator</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Chemistry Researcher</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>Class Board Sponsors</td>
<td>$800/person (Capped at 4 sponsors)</td>
</tr>
<tr>
<td>Driver’s Education Coordinator</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>E-Team Facilitator</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>E-Squad Step Team Sponsor</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>E-Town Idol Sponsor</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Freshman Advisory Study Hall (FASH)</td>
<td>$500/semester</td>
</tr>
<tr>
<td>Holocaust Remembrance Coordinator</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Homework Center Coordinator</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Illinois Alternative Assessment Coord.</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Induction Coordinator</td>
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</tr>
<tr>
<td>INTEL Science Project Coordinator</td>
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<tr>
<td>Intramural Director (Court and Field)</td>
<td>$3,000.00</td>
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<tr>
<td>Intramural Director (Weight Lifting)</td>
<td>$4,000.00</td>
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<tr>
<td>Lead Counselor</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Lead Social Worker</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Literacy Leader</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Mentors</td>
<td>$500.00/$250*</td>
</tr>
<tr>
<td>Mentor Coordinator</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Mock Trial Sponsor</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Music Teachers</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Nature Center Director</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Position</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Percussion Instructor</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Physics Assistant</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>Science Safety Coordinator</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Special Ed. Coach (CAEEL)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Student Council Sponsor</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>Student Senate Sponsor</td>
<td>$800.00</td>
</tr>
<tr>
<td>Student Research Coordinator</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Ultimate Frisbee Club Coach</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Wildkit Academy Coordinator</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Wildkit Store Manager</td>
<td>$1,500.00</td>
</tr>
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*A two (2) year commitment required.

Year 1 - $500
Year 2 - $250
SIDE LETTER REGARDING

STIPEND REVIEW COMMITTEE

For the duration of this contract, the standing Stipend Review Committee shall meet. The composition for this committee is listed under the stipend section of the contract. Since an evaluation plan for all extracurricular stipend positions has been completed, all teachers receiving stipends will be evaluated. The new charge for this committee will be to review the stipend formula and stipend range outlined in the current contract.

A report of the committee’s work will be completed no later than May 2019. Recommendations will be presented to the Superintendent and the Teachers’ Council President.

Patricia Savage-Williams
President, Board of Education

William Farmer
President, Teachers Council

11-30-17
Date

11-30-17
Date
SIDE LETTER REGARDING

STRATEGIC COMPENSATION COMMITTEE

For the duration of this contract, a standing joint strategic compensation committee shall meet. The composition for this committee will be determined by the Teachers’ Council President and the District CFO. The charge for this committee will be to review the current salary compensation structure and to determine potential alternative salary compensation structures for consideration during the next contract negotiations. A report of the committee’s work will be completed no later than May 2021 and recommendations presented to the Superintendent and the Teachers’ Council President.

Patricia Savage-Williams
President, Board of Education

William Farmer
President, Teachers Council

11-30-17
Date

11-30-17
Date
SIDE LETTER REGARDING

JOINT CONTRACT RE-OPENER CONDITIONS

Due to the tenuous financial situation of the State of Illinois at the time of the negotiations regarding this collective bargaining agreement, the Teachers' Council and the Board have agreed to the following limited circumstances under which this collective bargaining agreement may be re-opened for further negotiations. The Teachers' Council and the Board agree to meet within sixty (60) calendar days of the passage of any of the following state and/or federal legislation that takes effect during the term of this collective bargaining agreement, for the sole purpose of reopening and negotiating only those contract provisions concerning salaries and benefits:

- Legislation that increases TRS contribution levels for the District or bargaining unit Employees
- Legislation that affects the Board's revenue from the collection of local property taxes or otherwise changes the Board's collection of local property taxes under the Property Tax Extension Limitation Law.
- Legislation that subjects the District to a tax pursuant to the "pay or play rules" under the Affordable Care Act or its successor, or legislation that results in a likelihood that such tax is to be assessed; and/or
- Legislation that reduces the categorical grant levels to the District by more than 20% in any one budget year.

A request to reopen and negotiate the collective bargaining agreement shall be submitted in writing to the District's Chief Human Resource Officer and The Teachers' Council President.

Patricia Savage-Williams  
President, Board of Education

William Farmer  
President, Teachers Council

11-30-17  
Date

11-30-17  
Date
SIDE LETTER REGARDING

READING ENDORSEMENT PROGRAM

1. The Board agrees to provide the following to licensed teachers who fulfill the terms of enrollment in the Program and who satisfy the conditions set forth in Paragraph 2 (a) and (b) and (c) below:

   a. Reimbursement of non-tuition fees (e.g., textbooks, application fees, courses, transcript requests, etc.) in an amount not to exceed $500.00 for each year the teacher participates in the Program; and

   b. Issuance of six (6) in-house, non-transferable credits to supplement the twenty-four (24) credit hours earned through coursework, which may result in movement along the salary schedule contained in Appendix A of the Agreement.

2. The Board agrees to provide the benefits set forth in Paragraph 1(a) and (b) above to licensed teachers who fulfill the terms of enrollment in the Program pursuant to the following conditions:

   a. The teacher must serve on at least one (1) school-wide or department committee focused on the academic achievement of all students (e.g., team ASAP, Joint Literacy Goal Committee, SIT, Professional Development Planning, Department PD, etc.) for a minimum of two (2) school years.

   b. The teacher must remain employed by the Board for a period of at least two (2) school years following completion of the Program; and

   c. The teacher must support students by working after school in the Board’s Literacy Lab or equivalent at least once per week during the term of both courses required as part of Program.

3. A licensed teacher who fails to satisfy any one (1) of the conditions set forth in Paragraph 2(a or b) shall be required to compensate the Board for the fees reimbursed by the Board to the teacher in an amount not to exceed $500.00 for each year of the Program. The only exception to being required to compensate the Board is if the teacher leaves the district as a result of a reduction in force.

4. The Professional Growth Facilitator will be responsible for maintaining all information regarding credits earned and transmitting that information to Human Resources for processing and approval by the Board of Education.
The Board and Teachers Council agree that this Side Letter is non-precedent and shall not be used, cited or referred to in any way or for any purpose in any arbitration, court or administrative proceeding, except to enforce its terms.

This Side Letter is effective July 1, 2017 through June 30, 2021.

Patricia Savage-Williams  
President, Board of Education

William Farmer  
President, Teachers Council

11-30-17  
Date

11-30-17  
Date
SIDE LETTER REGARDING

ETHS DAY SCHOOL

The Teachers’ Council and the Board recognize that, during the term of this collective bargaining agreement, the Board may open the ETHS Day School in order to respond to students’ unique learning needs and to provide a structured and supportive educational environment. Upon request, the Board will meet and negotiate with the Teachers’ Council regarding the impact of the opening of the ETHS Day School on the terms and conditions of employment of affected Teachers’ Council members.

______________________________
Patricia Savage-Williams
President, Board of Education

______________________________
William Farmer
President, Teachers Council

11-30-17
Date

11-30-17
Date
SIDE LETTER REGARDING

SCHOOL DAY

The Teachers’ Council and the Board recognize that, during the term of this collective bargaining agreement, the ETHS School Day Committee shall continue to meet and review the parameters of the ETHS school day. The District and Teachers’ Council will meet and negotiate the decisions and impacts of any changes proposed to the school day by the ETHS School Day Committee.

Patricia Savage-Williams
President, Board of Education

William Farmer
President, Teachers Council

11-30-17
Date

11-30-17
Date
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into by and between the Board of Education of Evanston Township High School District 202 ("Board") and the Teachers’ Council ("Union").

WHEREAS, the Union is the exclusive representative of a bargaining unit composed of all certificated teaching personnel (including personnel authorized to teach under statutory or administrative exceptions to normal certification requirements), certificated nurses, counselors, social workers, psychologists and coordinators who are paid on the basis of the Teachers’ Compensation Schedule at Evanston Township High School ("bargaining unit");

WHEREAS, the Board and the Union have reached tentative agreement on a successor collective bargaining agreement, effective July 1, 2017 through June 30, 2021 ("the Agreement"); and

WHEREAS, the Board and the Union desire to memorialize their understanding and agreement regarding salary consideration for those bargaining unit members who hold a Professional Educator License (PEL) for School Support Personnel;

NOW THEREFORE, the Board and the Union hereby agree as follows:

1. Bargaining unit members who hold a Professional Educator License (PEL) for School Support Personnel may submit official documentation regarding such license from their preparation program for salary consideration and appropriate lane placement or adjustment.

2. Bargaining unit members shall submit the official documentation referenced in Paragraph 1 to the Board’s Chief Human Resource Officer, or her designee.
3. The impact of any salary consideration and appropriate lane placement or adjustment shall be effective beginning with the 2017-2018 school year and shall not be retroactive under any circumstances.

4. The Board and the Union agree that this Memorandum is non-precedential and shall not be used, cited or referred to in any way or for any purpose in any arbitration, court or administrative proceeding, except to enforce its terms.

5. This Memorandum shall be deemed dated and become effective on the date the last of the parties’ authorized representatives’ signs below.

Patricia Savage-Williams  
President, Board of Education

William Farmer  
President Teachers Council

11-30-17  
Date

11-30-17  
Date