PROFESSIONAL AGREEMENT BETWEEN
THE OSWEGO EDUCATION ASSOCIATION
AND
COMMUNITY UNIT
SCHOOL DISTRICT 308
July 1, 2015 – June 30, 2019
# Table of Contents

I. PREAMBLE ................................................................................................................. 4  
II. RECOGNITION ........................................................................................................... 4  
III. PRINCIPLES ............................................................................................................. 4  
   A. MANAGEMENT RIGHTS ..................................................................................... 4  
   B. PROFESSIONAL TEACHING PERSONNEL ...................................................... 4  
IV. PROCEDURES ............................................................................................................. 4  
   A. MEMBERSHIP OF THE JOINT NEGOTIATING COMMITTEE ....................... 4  
   B. COMMENCEMENT OF NEGOTIATIONS .......................................................... 5  
   C. CONFIDENTIALITY ............................................................................................. 5  
   D. COMMUNICATIONS ............................................................................................ 5  
   E. REQUESTS FOR ASSISTANCE ........................................................................... 5  
   F. EXCHANGE OF INFORMATION ........................................................................ 5  
   G. TENTATIVE AGREEMENTS ............................................................................... 5  
   H. MEDIATION .......................................................................................................... 5  
   I. PREPARATION OF THE AGREEMENT ............................................................. 6  
   J. STUDY COMMITTEES ......................................................................................... 6  
   K. STANDING COMMITTEES .................................................................................. 6  
   L. INITIATIVE COMMITTEE ................................................................................... 6  
V. GRIEVANCE PROCEDURES ..................................................................................... 7  
   A. DEFINITIONS ........................................................................................................ 7  
   B. TIME LIMITS ......................................................................................................... 7  
   C. PROCEDURES ....................................................................................................... 7  
   D. BYPASSING STEPS .............................................................................................. 9  
   E. GRIEVANCE WITHDRAWAL ............................................................................. 9  
   F. SETTLEMENT ........................................................................................................ 9  
   G. NO REPRISAL CLAUSE ..................................................................................... 9  
   H. FILING OF GRIEVANCE DOCUMENTS ................................................. 9  
VI. ASSOCIATION RIGHTS AND RESPONSIBILITIES .............................................. 10  
VII. SCOPE .................................................................................................................... 11  
   A. SCHOOL CALENDAR ........................................................................................ 11  
   B. PARENT-TEACHER CONFERENCES .............................................................. 11  
   C. ELEMENTARY EVENING PROGRAMS .......................................................... 12  
   D. STUDENT SCHOOL DAY .................................................................................. 12  
   E. IN-SERVICE TRAINING .................................................................................... 12  
   F. CLASS SIZE ......................................................................................................... 13  
   G. TEACHER INTERPERSONAL RELATIONSHIPS ........................................... 13  
   H. PERSONNEL FILE .............................................................................................. 14  
   I. TEACHER DISCIPLINE ..................................................................................... 14  
   J. COOPERATING TEACHERS ............................................................................. 15  
   K. NIGHT CLASSES ................................................................................................ 15  
   L. SUMMER SCHOOL POSITIONS ....................................................................... 16  
   M. ASSISTANT UTILIZATION ............................................................................... 16
I. PREAMBLE

The Board of Education of the Community Unit School District 308 and the Oswego Education Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel.

II. RECOGNITION

The Board of Education of the Community Unit School District 308 recognizes the Oswego Education Association (IEA/NEA) as the exclusive and sole negotiating agent for all full and part-time licensed teaching personnel including library media specialists, nurses, counselors, social workers, replacements for leave of absences of one semester or more (in the period they are employed), and any other licensed position, including but not limited to division chair positions and speech pathologists, but excluding administrative and full-time supervisory personnel and any managerial, confidential, short-term, or other personnel specifically excluded from bargaining unit eligibility under Section 2 of the Illinois Educational Labor Relations Act (IELRA). For purposes of this agreement, the Oswego Education Association (IEA/NEA) will be referred to as the Association and the Board of Education of School District 308 will be referred to as the Board.

III. PRINCIPLES

A. MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains its management rights according to the Illinois Educational Labor Relations Act.

B. PROFESSIONAL TEACHING PERSONNEL

Teaching is recognized as a profession requiring specialized educational qualifications and that the desired success of the educational program in the school district depends upon the best utilization of the abilities of the teachers.

IV. PROCEDURES

A. MEMBERSHIP OF THE JOINT NEGOTIATING COMMITTEE

In any negotiations described in this contract, neither the Board nor the Association shall have any control over the selection of the negotiations representatives of the other party. The Joint Negotiating Committee shall consist of at least three (3) members selected by the Board and at least three (3) members selected by the Association.
B. **COMMENCEMENT OF NEGOTIATIONS**

Negotiations shall begin no later than February 1 in the year in which this Agreement terminates unless both parties agree to an alternative date. Meetings will be held as necessary at times and places agreed upon by both parties.

C. **CONFIDENTIALITY**

Any agreement with regard to the confidentiality of any and all negotiations must be honored by all parties.

D. **COMMUNICATIONS**

Communications to the Board from the Association shall be made to the Superintendent or designee; communications to the Association from the Board shall be made to the President(s).

E. **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.

F. **EXCHANGE OF INFORMATION**

The Board and the Association agree to make available upon written request, information pertinent to items being negotiated. Nothing herein shall require either the Board or the Association to research and assemble the information requested.

G. **TENTATIVE AGREEMENTS**

Items agreed upon during the negotiations process shall be recorded in writing and signed by a respective spokesperson from each party indicating tentative agreement.

When tentative agreement is reached on all matters being negotiated, a written statement of the tentatively negotiated agreements will be submitted to the Association membership and the Board for ratification.

H. **MEDIATION**

The Board and the Association agree that the parties may submit a joint request for appointment of a mediator by the Federal Mediation and Conciliation Service (FMCS) if the parties’ negotiation teams believe that the appointment of a mediator will assist the negotiation teams in reaching an overall contract settlement. Should the FMCS be unavailable, the parties shall immediately commence discussions as to a mutually acceptable replacement. In the event the parties cannot agree, the Illinois Educational Labor Relations Board (IELRB) shall be notified.
Costs for mediators shall be shared by the Association and the Board.

I. PREPARATION OF THE AGREEMENT

The Board will prepare the final draft copy of the Agreement. This Agreement will be posted on the District Intranet.

J. STUDY COMMITTEES

On matters of mutual concern the parties of this agreement may appoint ad hoc committees to research, study, and to develop projects, programs and reports. Said committees shall then submit their findings and resultant recommendations to the Superintendent or designee and the Association President(s).

Upon the written request of either the Superintendent or designee or Association President(s), a study committee shall be appointed to research the needs, to propose changes in curricular policy, and/or to develop procedures and programs for facilitating the effectuation of the curriculum and for the implementation of a curricular revision.

K. STANDING COMMITTEES

A standing committee will function in an advisory capacity to the Administration. Said committees include but are not limited to Curriculum Development/Textbook Selection, Insurance, and Calendar.

L. INITIATIVE COMMITTEE

Parties of this Agreement will appoint members to monitor and review initiatives that impact teaching positions. Said committees shall then submit their findings and resultant recommendations to the Superintendent or designee and Association President(s) to bargain related working conditions.

- For the duration of the contract, a joint OEA / District advisory committee will concentrate on current and new initiatives. The Initiative Committee’s focus will include communication, implementation, rationale, timetable, training requirements, materials and goals of current and new initiatives.

- The committee will meet at least quarterly (minimum of four (4) times per year) as determined jointly by the OEA and District Leadership Team. Members shall be appointed to this committee by each of the parties of this agreement.

- The leadership teams will communicate initiative updates and committee recommendations to their respective members through a joint quarterly statement.
V. GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A “grievance” shall be any claim by the Association, a Teacher, or a group of Teachers that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

2. A “grievant” is the individual(s) who has the grievance.

3. “Days” are the Teachers’ work days except during the summer recess when “days” shall mean those days when the District office is open for business.

B. TIME LIMITS

1. No grievance shall be entertained or processed unless it is submitted within fifteen (15) days after the first occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant knew or should have known of the event through the exercise of reasonable diligence.

2. Time limits may be extended by mutual written agreement.

3. The failure of a Teacher or the Association to file and thereafter process any grievance within the prescribed time limits will act as a bar to any further appeal. If the District does not hold a meeting or issue a response within the time limit specified, the grievance should be treated as denied at that step as of the date the meeting or response was due, and may be timely appealed to the next step.

4. When the presence of any witness at a grievance hearing is requested by either party, illness or other incapacity of the witness shall be grounds for any necessary extension of grievance procedure time limits.

C. PROCEDURES

1. After consultation with the Association President(s) or Grievance Chair, the parties acknowledge that it is usually most desirable for a Teacher, Union representative and his/her immediate involved supervisor to resolve the problem through free and informal communications. If, however, the informal process fails to satisfy the Teacher, a grievance may proceed through the formal grievance steps set forth below.

2. Every Teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation by the Association, provided that a Union designated representative is afforded the opportunity to be present at any grievance meeting, and that any settlement made is consistent with the terms of this Agreement. The Teacher may be present at any grievance discussion, except during closed session.
3. Only the Association, and not a Teacher, may appeal the grievance beyond Step II.

4. It is agreed that any investigation or other handling or processing of any grievance by the Grievant or Association representative shall be conducted so as to result in no interference with or interruption whatsoever of work activities of the Teachers.

STEP I
The Grievant shall present the grievance in writing to the immediate involved Supervisor or Building Principal, who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The written grievance shall identify the Grievant, summarize relevant facts, identify all provisions of the Agreement allegedly violated, and list specific actions requested to remedy the grievance. Within ten (10) days of the meeting, the Grievant and the Association shall be provided with the Supervisor’s written response.

STEP II
If the grievance is not resolved in Step I, the Grievant may appeal the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step I answer or within ten (10) days of the date the response was due. The Superintendent or designee shall arrange with the Grievant or Association Representative for a meeting to take place within ten (10) days of the Superintendent’s or designee’s receipt of the appeal. Within ten (10) days after the meeting, the Grievant and the Association shall be provided with the Superintendent’s or designee’s written response.

STEP III
If the grievance remains unresolved in Step II, the Association may appeal the grievance in writing to the Secretary of the Board of Education within ten (10) days after receipt of the Step II answer or within ten (10) days of the date the Step II response was due. The grievance and the Superintendent’s response to the grievance shall be heard at the next Board meeting. Within ten (10) days after the Board meeting, the Association shall be provided with the Board of Education’s written response.

STEP IV
If the Association is not satisfied with the disposition of the grievance at Step III, then the Association may submit the grievance within thirty (30) days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

i. Each party shall bear the full costs for its representation in arbitration. The costs of the arbitrator, the AAA, and a court reporter, if present, shall be divided equally between the parties.

ii. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the costs shall be divided equally between the parties.
iii. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.

i. The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step I, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying applicable federal laws, applicable state laws (not otherwise superseded by a lawful provision of this Agreement pursuant to Section 17 of the Illinois Educational Labor Relations Act), or of rules and regulations of administrative bodies that have the force and effect of applicable law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the parties.

D. BYPASSING STEPS

If the Superintendent and the Grievant mutually agree, any step of the grievance procedure may be bypassed.

E. GRIEVANCE WITHDRAWAL

Grievances may be withdrawn by the Grievant or the Association at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits shall preclude further appeal, provided there has been no mutual agreement of extension.

F. SETTLEMENT

A grievance may be resolved or settled on any basis by mutual agreement of the parties at any step of the grievance procedure.

G. NO REPRISAL CLAUSE

No Teacher shall be subjected to discipline or reprisal because of their participation in these grievance procedures.

H. FILING OF GRIEVANCE DOCUMENTS

All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
VI. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board and the Association agree to participate in good faith negotiations as provided herein.

B. Professional licensed teachers shall have the right to form, join, or assist professional Teacher’s organizations, and to participate in professional negotiations with the Board through representatives of their own choosing. Professional licensed teachers shall also have the right to refrain from any or all of these activities. This shall not be construed to limit the rights and responsibilities of professional licensed teachers.

C. The Board shall continue to refuse to discourage or deprive or coerce any professional licensed teacher in the benefit of any rights conferred by the laws of Illinois of the Constitution of Illinois and the United States. The Board will refuse to penalize against any professional licensed teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.

D. No licensed personnel shall in any way be discriminated against or in any way adversely treated by the Association because of non-membership in the Association.

E. The Association and its authorized representative shall have the right to use school buildings with the prior approval of the Superintendent or designee at all reasonable hours for meeting, provided that when special custodial service is required, the Board may charge the Association for this service.

F. With the approval of the Superintendent or designee, duly authorized representatives of the Association and their affiliates shall be permitted to transact all official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupts normal school operations.

G. The Association shall have the right to use school facilities and equipment, including but not limited to computers, photo copiers and all types of audiovisual equipment, at reasonable times when such equipment is not otherwise in use provided that this shall not interfere with or interrupt normal school operations.

H. Association members shall be able to leave their respective school building fifteen (15) minutes early prior to the end of their workday to attend Association meetings provided that this shall not interfere with or interrupt school operations.

I. Authorized representatives of the Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards which shall be provided for the Association in each building. Such boards shall be of reasonable size and placed in an accessible location.
J. The Association may use the District mail service and Teachers’ mailboxes and electronic media for communications to Teachers. A copy of all materials will be provided at the same time to the Building Principal.

K. The Association through the provisions of the Professional Agreement believes that agreements will be reached and disagreements will be settled so as to preclude strikes or any other form of concerted work stoppage. Therefore, during the time the provisions of this Agreement are in effect, the Association will not engage in or encourage or support any strike, slow-down or other concerted refusal to render full and complete services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

L. Nothing in this Agreement shall be binding upon either party that is or becomes a violation of State or Federal law.

M. The President(s) shall be granted release time to attend to Association duties and responsibilities. The President shall be given full time release from the teacher workday or, in the case of two (2) Co-Presidents, release time shall be split to equal 1.0 FTE. In addition, when the President/Co-Presidents of the OEA have completed their term of service, they will return to an equivalent teaching position.

N. The Board shall allow members of the Association to attend national, state or local conventions, meetings, conferences or trainings. The Association shall pay the District the cost of substitutes.

VII. SCOPE

A. SCHOOL CALENDAR

A standing School Calendar Committee shall meet no later than January 15 each year for the purpose of developing a recommended school calendar for the succeeding school year(s). The School Calendar Committee shall submit its recommendations to the Board of Education for review and approval in accordance with Section 5/10-19 of the Illinois School Code.

B. PARENT-TEACHER CONFERENCES

Twice per year, full-time half-day kindergarten teachers will be provided one (1) day of release time from classroom responsibilities (teaching) for the purpose of conducting parent-teacher conferences.

All other teachers are expected to be available, during the school year, for conferences during two (2) early dismissal days, two (2) student non-attendance days and other student non-attendance times, according to the following schedule:
Teachers with conflicts need to speak directly to their Principal. Flex hours may be used for any form of parent contact, including but not limited to telephone conferences, Skype, FaceTime, or in-person discussions.

The Parent-Teacher conference committee will meet before the Calendar Committee meeting and make recommendations to the Calendar Committee regarding the conference schedule and flex hour usage described above.

C. ELEMENTARY EVENING PROGRAMS

Elementary teachers are required to attend Preview Night, Curriculum Night and one (1) additional other after-school and/or evening programs. Teachers with conflicts need to speak directly to their Principal. Attendance outside of these three (3) designated activities is voluntary. Building Principals may designate the number of staff attending particular activities. Elementary staff will be provided the opportunity to choose their activity to attend from the activity schedule that will be posted no later than two (2) weeks after the first day of the calendar school year.

D. STUDENT SCHOOL DAY

If a change in the student school day (i.e. start and end times, bell schedule) is being contemplated, a Study Committee shall first meet prior to twenty five (25) work days before the end of the school year for the purpose of proposing modifications in the student school day for the various grade levels for the following year. The Committee shall submit recommendations to the Superintendent or designee and Association President(s) prior to the end of the school year. Two (2) members shall be appointed to this committee by each of the parties of this agreement.

E. IN-SERVICE TRAINING

The teachers may act in an advisory capacity in the planning of in-service training programs for the Board.
F. CLASS SIZE

The Administration and the Board will strive to maintain class sizes that are in accord with sound educational practices. Current efforts to limit class size at the elementary level and student load at the junior high and secondary levels will be continued, realizing that limitations in financing and facilities must be a consideration of the Board. Teacher concerns about class size should be discussed with the Principal. If these concerns are not resolved, the Teacher shall summarize these concerns in writing to the Principal and the Association President(s). The Principal shall then refer class size concerns in writing to the Superintendent or designee. The concern will be reviewed, and a written explanation of the factors involved in the decision which created the class size will be shared with those expressing the concern and the Board. The parties acknowledge that while the Board may exercise authority to set the size of classes, there exists a relationship between the size of a class and the students in it. A review of class size shall take into consideration the number of students in a class in proportion to the level being served, academic ability, students with special needs and safety issues. An effort shall be made to balance class size within departments.

A Study Committee shall be appointed and meet during school year 2015-16 and 2016-17 for the purpose of evaluating the impact of class size on the students and teachers and recommending, by grade level/courses, appropriate limitations on class size. Five (5) members shall be appointed to this Committee by each of the parties of this agreement. The Committee’s recommendations shall be submitted to the Board of Education for its consideration no later than October 1, 2016.

G. TEACHER INTERPERSONAL RELATIONSHIPS

Administrators shall advise Teachers of any complaints originating from Students, Parents, Staff, or Administrators involving a questionable decision or action taken by the Teacher or alleged to have been taken. The Teacher is to be informed of the source and nature of the complaint except when the complainant requests confidentiality.

At first a parent conference between Teacher / Parent / Staff will be encouraged to discuss the issue. An Administrator may be called upon to set up a Parent/Teacher conference with all parties seeking resolution through the conference process. The refusal of the other party to attend the conference shall not prohibit the Principal or other designated administrator from talking with the Teacher and his/her representative. This will provide an opportunity for explanation, comment and presentation of facts as the Teacher sees them.

Anonymous complaints shall not be placed or referenced in the Teacher's personnel file, nor be included in the written evaluations, nor be the sole basis of disciplinary action. If a written reprimand is placed in the Teacher's personnel file, the Teacher may write a rebuttal to be included in his/her personnel file. The Teacher may request that a reprimand be removed from the personnel file; however, the Board and Administration are under no obligation to remove material from a personnel file. Nothing in this clause limits the investigation of issues relating to Teacher conduct.
H. PERSONNEL FILE

A Teacher’s personnel file shall be maintained in accordance with Illinois School Code 820 ILCS 40.

No Board material may be placed in a Teacher’s personnel file unless the Teacher has received a copy. The Teacher shall have the right to respond to any material filed, in his/her personnel file provided the Teacher submits a written response within fifteen (15) work days of placement of the document in the Teacher’s file, and his/her response shall be submitted to the Principal and forwarded to the Department of Human Resources, where it shall be attached to the file.

All non-confidential materials placed in the Teacher’s file and originating with the District shall be available to the Teacher for inspection pursuant to the Illinois Personnel Record Review Act (820 ILCS 40). The Teacher shall submit a written request to the Department of Human Resources using the District-approved form. The District shall provide the Teacher with the inspection opportunity within seven (7) working days after the Teacher makes the request or if the District can reasonably show that such deadline cannot be met, the District shall have an additional seven (7) working days to comply. Review of the personnel file shall take place during normal business hours and the Teacher may be accompanied at such review by a representative of his/her choice. Nothing shall be permanently removed from the personnel file except with the consent of the Superintendent or designee. The Teacher shall have the right to copy material in the personnel file.

I. TEACHER DISCIPLINE

Teacher discipline will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent or designee, depending on the circumstances of each case. In the event Teacher discipline is necessary, the Teacher has the option and right for representation by an OEA Officer or representative. With the exception of gross misconduct, a written notice of the meeting and reason for discipline or dismissal shall be provided to the Teacher twenty four (24) hours prior to the meeting. No tenured teacher shall be dismissed or suspended without pay without just cause.

Verbal Warning: A verbal warning will be given to the Teacher for misconduct or poor performance which does not warrant dismissal or suspension as the initial disciplinary action. This warning will be issued by the Teacher’s immediate Supervisor. A written memorandum will be sent to the Teacher and the Association President(s) forty eight (48) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the Teacher’s official personnel file but it will be kept on record for a period of one (1) year.

Written Warning: A written warning will be issued to a Teacher for misconduct and/or poor performance. The memorandum will clearly state the reason(s) it is being issued. It will also contain information that was gathered through an investigation by the Supervisor and/or designee. Prior to the written warning being issued to the Teacher, the Teacher will have due
process rights and the opportunity to respond to information being presented to him/her. The
written warning will be issued by the Associate Superintendent of Administrative Services
and/or designee and a copy of the documentation will be placed in the Teacher’s official
personnel file. A copy of this documentation will be sent to the Association President(s). Upon
the Teacher’s written request, and for less serious offenses, the document may be removed from
the Teacher’s official personnel file after two (2) years from the date of the written warning.
Upon the Teacher’s written request, the document will be removed from the Teacher’s official
personnel file after four (4) years from the date of the written warning.

Suspension/Termination: The decision to suspend or terminate a Teacher will be made either by
the Superintendent or designee. In the case of suspension, the Superintendent or designee shall
have the authority to suspend for up to ten (10) days.

Before a Teacher is disciplined by suspension, with or without pay or dismissal, the
Administration shall conduct an investigation of the problem to determine the facts and the
Teacher shall be given a pre-disciplinary conference with the Supervisor and the Administrator,
or combination of administrators responsible for that building. Upon the decision to suspend a
Notice of Suspension will be sent to the Teacher. In addition, a copy of the documentation will
be placed in the Teacher’s official personnel file.

Administrative Leave Pending Investigations: The Superintendent or designee may place a
Teacher on an administrative leave with pay up to thirty (30) days pending an internal or external
investigation into an allegation of gross misconduct. This may occur without twenty-four (24)
hours’ notice to the Teacher. In the event the investigation is not complete within thirty days, the
Superintendent or designee shall have the authority to extend the suspension for up to an
additional thirty (30) days in perpetuity. The Teacher must be notified prior to the extension.

J. COOPERATING TEACHERS
To host teacher candidates for practicum or observation, cooperating teachers must have
completed one (1) or more years of teaching and be licensed in the requested area.

To host teacher candidates for student teaching, cooperating teachers must have completed four
(4) or more years of teaching and be licensed in the requested area.

In consultation with building administrators and/or department chairs, Department of Human
Resources will determine approval of all cooperating teachers. Teachers shall have the
opportunity to accept or to reject the assignment.

K. NIGHT CLASSES
Night class vacancies shall be posted on the District’s website for a minimum of five (5)
workdays. Competent and properly licensed internal applicants will be selected prior to external
candidates. Between two equally competent and properly licensed internal candidates,
preference will be given to the candidate with the most teaching experience in the subject matter.
Night school teachers shall be paid in accordance with Schedule C.
L. **SUMMER SCHOOL POSITIONS**

Summer school vacancies shall be posted on the District’s website for a minimum of five (5) workdays. Competent and properly licensed internal applicants will be selected prior to external candidates. Between two equally competent and properly licensed internal candidates, preference will be given to the candidate with the most teaching experience in the subject matter. Summer school teachers shall be paid in accordance with Schedule C.

M. **ASSISTANT UTILIZATION**

 Assistants will be placed in buildings on an equitable basis. The Administration and staff of each building will develop a plan for maximum utilization of these assistants. Assistants specifically assigned to a teacher or a group of teachers shall become the responsibility of that teacher or group of teachers.

N. **DUTY-FREE LUNCH PERIOD**

 Teachers shall be allowed a duty-free lunch period equal to the regular local school lunch period.

O. **PROFESSIONAL MEETINGS**

 Attendance at professional meetings such as conferences, conventions, workshops, meetings, presentations or visitations to exemplary programs in other systems and schools is desirable to maintain and improve professional competence and proficiency and to enhance the education program of the District. Teachers who desire to participate in such professional meetings shall submit a professional meeting request via the district-approved automated system at least four (4) weeks in advance of the expected date of absence. Each Teacher may be granted up to two (2) professional meeting days annually if approved by the Principal. Additional days may be granted at the discretion of the Principal. Teachers shall not be docked personal or sick days to attend such professional meetings. The District will pay registration and travel expenses, if approved by the Principal and supported by invoices and receipts.

Those teachers attending a professional meeting shall submit a report and/or present if requested by the Superintendent or his/her designee.

P. **PROFESSIONAL WORKING CONDITIONS**

1. **Teachers’ School Year, Workweek and Workday**

 The Teachers’ school year shall consist of 181 workdays comprised of the following:

- 175 student instructional days
- 2 Parent-Teacher conference days (see VII, B)
- 4 institute days
The Teachers’ typical five-day, forty-hour workweek shall consist of the following:

- Twenty-seven (27) hours of student instructional and contact time. Study hall, homeroom and other supervision assignments shall be considered instructional assignments.
- Thirteen (13) hours of planning, preparation, meeting time and lunch (Including one hour of off-site preparation.) Included in the thirteen (13) hours is one (1) hour of Building/ District/Teacher meeting time, not to exceed thirty (30) hours for the school year. No division of the thirteen (13) hours shall be less than fifteen (15) minutes.

Instructional or supervisory assignments or any other assigned work (excluding overloads) performed by Teachers during the 13 hours of weekly planning, preparation and lunch time will be compensated at the hourly rate of 1/1448 of their current salary rate.

Teachers must be on site a minimum of fifteen (15) minutes before and fifteen (15) minutes beyond the student school day, with an additional eighty (80) minutes per week at the elementary level, and an additional thirty (30) minutes per week at the junior high level to equal a forty (40) hour work week.

Specific start and end times shall be established at each level prior to the start of the school year. These times will not be altered except:

- When a special request is made by a Teacher and granted by the Building Principal.
- On the days preceding Thanksgiving, winter break, and spring break and on Fridays, teachers may leave immediately after their students have been dismissed and left the classroom.
- On thirty (30) Wednesdays, teachers shall be in the building for an additional hour to attend Professional Learning Communities (PLCs) and staff meetings.
- Schedules will be uniform at all levels on institute, days.
- When a parent/teacher conference for any student need or concern is necessary, it shall be held at a mutually agreed upon time between the teacher and parent. The Teacher shall notify the parent beforehand of the time frame he/she is available to meet.
- When a Teacher needs to attend a pupil personnel staffing (i.e. special education staffing).
- Early dismissal days (i.e., Parent-Teacher Conference).

Note: A regular teacher workday is to be observed on School Improvement Days

2. Meetings

Teachers will participate in Professional Learning Communities (PLCs) on a maximum of thirty (30) Wednesdays throughout the school year. A maximum of seven (7) of the meetings will be designated for staff meetings.
Any additional Building or District meetings scheduled beyond these thirty (30) designated hours, that are within an individual Teacher’s thirteen (13) hours of weekly planning, preparation and lunch time, are optional based on the Teacher’s discretion. If a mandatory meeting is scheduled during the individual Teacher’s thirteen (13) hours of weekly planning, preparation and lunch time, attending Teachers will be compensated at the hourly rate of 1/1448 of their current salary rate. A Teacher’s non-attendance at any optional Building or District meeting shall not be referenced in the Teacher’s performance evaluation.

School Improvement Days (SIP) will occur at the end of each quarter. These SIP days are four-hour student school days. One hour of the SIP day at the end of the first and fourth quarters shall be designated for staff meetings. Except for these staff meetings, Teachers may choose any District or Building initiative from a district-generated list (all initiatives) for the remaining teacher initiative time.

3. Pupil Personnel Service Team (PPST) / Multi-Tiered Systems of Support (MTSS)

The Building Administration shall identify the regular members of the PPST/MTSS teams. When a regular member of PPST/MTSS attends a meeting during non-student contact hours, he/she will receive a stipend in accordance with Schedule C. Other Teachers invited to attend PPST/MTSS meetings outside of student contact hours will receive a flat per meeting compensation in accordance with Schedule C.

4. Travel

When travel time is necessary between schools, travel time shall be included in the twenty-seven (27) hours of instructional time. Teachers teaching in multiple buildings shall be provided appropriate time to safely travel between locations. Convenient and dedicated parking spaces will be established for traveling Teachers at each impacted building. In addition, travel time should not interfere with a Teacher's duty-free lunch. Teachers assigned to travel between buildings shall have no supervision on days of travel.

5. Elementary Assignments

The Building Administration will make every effort to provide Elementary Teachers with a maximum of 180 consecutive contact minutes without incurring the cost of additional FTEs.

Elementary Special Education Teachers

Elementary Special Education Case Managers (Learning Behavior Specialists and Speech Language Pathologists) will be allowed one (1) day during the 2015-16 school year for the purpose of I.E.P. paperwork and caseload management responsibilities. This day may be taken in .50 or 1.0 increments. Teachers will be on site during the workday.
Elementary Specials Teachers

Prior to assigning a Specials Teacher to travel, all possible effort will be made to maximize the Teacher’s load within the home building. In the event no designated room is available for a Specials Teacher, internal travel time of five (5) minutes between consecutive sections will be scheduled.

All Elementary Library Media Specialists have a 5-day extended contract to allow for opening and closing of the school LRC.

Each classroom will be considered a section. Specials Teachers will teach only one section or classroom group at a time. In rare occurrences when combining classes is necessary, combined classes exceeding thirty (30) students will count as 1.5 sections. Combined classes should be the same grade level.

Elementary Art, Music, LMS and Physical Education Teachers will have maximum section limits and will be compensated for each section over the limit according to the following schedule:

<table>
<thead>
<tr>
<th>“Special”</th>
<th>Maximum Sections Without Travel on the same day</th>
<th>Annual Compensation for Each Section Over the Limit Without Travel on the same day</th>
<th>Maximum Sections if Teacher Travels on the same day</th>
<th>Annual Compensation for Each Section Over the Limit Travel on the same day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Education</td>
<td>17</td>
<td>1/17 of the annual salary</td>
<td>16</td>
<td>1/16 of the annual salary</td>
</tr>
<tr>
<td>Music</td>
<td>26</td>
<td>1/26 of the annual salary</td>
<td>24</td>
<td>1/24 of the annual salary</td>
</tr>
<tr>
<td>Art</td>
<td>26</td>
<td>1/26 of the annual salary</td>
<td>24</td>
<td>1/24 of the annual salary</td>
</tr>
<tr>
<td>Library Media Specialists (LMS)</td>
<td>24</td>
<td>1/24 of the annual salary</td>
<td>23</td>
<td>1/23 of the annual salary</td>
</tr>
</tbody>
</table>

6. Junior High School Assignments

Teachers who teach more than six (6) periods (regular work load) will be compensated according to the following chart:

<table>
<thead>
<tr>
<th>Junior High School</th>
<th>Teaching Periods</th>
<th>ASP/Supervision, Intervention Period, or Lunch Period</th>
<th>Duty Free Lunch Period</th>
<th>Planning Period</th>
<th>Total Periods</th>
<th>Additional Compensation (Semester)</th>
<th>Additional Compensation (Full Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Load</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>9</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Overload (No Supervision)</td>
<td>7</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>9</td>
<td>1/24 of MA+0, Step 7</td>
<td>1/12 of MA+0, Step 7</td>
</tr>
</tbody>
</table>
Junior High School Overload Assignment Guidelines

When a seventh instructional period assignment is necessary, classes will be offered in the department to those who wish to participate, are available and qualified to teach the subject and have curricular expertise. Seniority and performance ratings will also be factors when determining overload assignments. A Teacher will not be permitted to accept an overload assignment for more than two (2) years in a row unless no other qualified teacher volunteers. Overloads will be paid during the quarter or semester in which they occur.

Junior High School Supervisions

Junior High School Teachers of Special Education and English Learners will be excluded from supervision if coverage is available from the remaining staff.

Junior High School Preparations

Classroom Teachers should not be assigned more than three (3) different daily instructional preparations per semester, including honors courses of the same subject matter. Combined level classes count as 1.5 preparations. When it is necessary or desirable to assign a Teacher to more than three (3) different courses of instruction the Teacher shall be given either: an additional planning period in lieu of a supervision period if coverage is available from the remaining staff, or (if coverage is not available) a stipend in the amount of $200 per semester. This section does not apply to Teachers who are instructing an overload, Special Education or English Learners.

Junior High School Teaching Periods

A Junior High School Teacher shall not be required to teach more than four (4) consecutive instructional class periods except by mutual written consent of the Teacher and the Building Administration. The four (4) consecutive class period limitation does not apply to Teachers who are instructing an overload.

Junior High Library Media Specialists

Junior High Library Media Specialists have a three (3) day extended contract to allow for opening and closing of the school LRC.

7. High School Assignments:

At the High Schools, a regular work day shall consist of no more than five (5) teaching periods, an academic support period or a supervision period, a duty free lunch period, and a planning period. An academic support period may include, but is not limited to individual or small group interventions, curriculum resource room, and similar assignments, but does not include teaching online, distance-learning, and credit recovery classes. Teachers assigned academic support periods will not be responsible for grading students’ work; but shall be responsible for monitoring the academic progress of students.
High School Assignment and Overload Guidelines:

<table>
<thead>
<tr>
<th>High School Load</th>
<th>Teaching Periods</th>
<th>ASP/Supervision, Intervention Period, or Lunch Supervision</th>
<th>Duty Free Lunch Period</th>
<th>Planning Period</th>
<th>Total Periods</th>
<th>Additional Compensation (Semester)</th>
<th>Additional Compensation (Full Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Load</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Stipend (No Supervision)</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>1/24 of MA+0, Step 7</td>
<td>1/12 of MA+0, Step 7</td>
</tr>
<tr>
<td>Overload (No Planning Period)</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>8</td>
<td>1/12 of MA+0, Step 7</td>
<td>1/6 of MA+0, Step 7</td>
</tr>
</tbody>
</table>

When an extra instructional assignment is necessary, classes will be offered in the department to those who wish to participate, are available and qualified to teach the subject and have curricular expertise. Seniority and performance ratings will also be factors when determining overload assignments. Teachers may not accept more than one (1) overload assignment per semester. A Teacher will not be permitted to accept an overload assignment for more than two (2) years in a row unless no other qualified teacher volunteers. Overloads will be paid in the quarter or semester in which they occur.

**High School Preparations**

Classroom Teachers should not be assigned more than three (3) different daily instructional preparations per semester, including advanced placement and honors courses of the same subject matter. Combined level classes count as 1.5 preparations. When it is necessary or desirable to assign a Teacher to more than three (3) different courses of instruction the Teacher shall be given either: an additional planning period in lieu of a supervision period if adequate coverage is available from the remaining staff or, if coverage is not available, a stipend in the amount of $200 per semester. This section does not apply to Teachers who are instructing an overload or Special Education or English Learners.

**High School Consecutive Teaching Periods**

A High School Teacher shall not be required to teach more than four (4) consecutive instructional class periods except by mutual written consent of the Teacher and the Building Administration. The four (4) consecutive class period limitation does not apply to teachers who have an overload.

**High School Supervisions**

High School Teachers with an overload assignment, Special Education Teachers and English Learners Teachers will be excluded from supervision if coverage is available from the remaining staff.
High School Zero/Ninth (9th) Period

A Teacher may voluntarily accept a "zero period" assignment or ninth (9th) Period. "Zero period" will run for forty-five (45) minutes prior to the regular school day. Ninth period will run for forty-five (45) minutes after the regular school day. If such assignment is offered, a Teacher's schedule shall be adjusted (for example: 8th period release, an extra preparatory period or overload). The Teacher will still be responsible for attending Wednesday PLC and staff meetings.

A Teacher may voluntarily accept the "zero period" or ninth period assignment as an overload. The overload teacher schedule will not be adjusted and will be paid as per the overload guidelines.

8. COUNSELORS

Junior high and senior high counselors will work ten (10) days beyond the normal school year, as assigned by their supervisor. They will be compensated at their per diem rate.

9. TEACHERS ON SPECIAL ASSIGNMENT (TOSA)

These positions are one-year positions that are renewable depending on a Teacher’s performance. Only Teachers that have obtained tenure status are eligible for these positions. Teachers selected for these positions will have the ability to return to their previous building upon completion of their TOSA duties.

10. DEPARTMENT CHAIRPERSONS

A High School Department Chairperson will work ten (10) days beyond the normal teacher school year with the exception of one District-wide Health Services Department Chair who will work an additional ten (10) days beyond the Certified School Nurse work year and will be compensated as follows:

   1) Release Time (8-period day)

   Math, Science, Social Studies, English, Career and Technology, and Kinetic Wellness Department Chairs will instruct a maximum of two (2) classes per semester. The Special Education, Learning Resource Center, and Guidance Department Chair will receive full release. Health Services Department Chair will have his/her caseload adjusted. All other Department Chairs will instruct a maximum of three (3) classes per semester.

   A Department Chairperson Committee will be established for the 2015-2016 school year to write the job description of a High School Department Chair. The Committee will consist of equal Administration and OEA representation. The Committee will submit a recommendation to the Superintendent or designee and Association President(s).
2) Stipend
   a. Base Salary (Bachelor’s +0, Step 2) including TRS x Salary Index (see below):

<table>
<thead>
<tr>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>3-4</td>
<td>5-6</td>
<td>7-8</td>
<td>9-10</td>
<td>11+</td>
</tr>
<tr>
<td>0.1600</td>
<td>0.1725</td>
<td>0.1825</td>
<td>0.1925</td>
<td>0.2025</td>
<td>0.2125</td>
</tr>
</tbody>
</table>

b. $110.00 per FTE per department with 1-14 certified staff

c. $125.00 per FTE per department with fifteen (15) or more certified staff.

11. **HIGH SCHOOL ASSISTANT ATHLETIC DIRECTORS AND JUNIOR HIGH ATHLETIC DIRECTORS**

1. High School Assistant Athletic Directors will receive two (2) periods release per term.

2. Junior High Athletic Directors will receive one (1) period release per term.

Q. **REPORT CARDS**

Elementary and Junior High Teachers will have five (5) full work days to submit grade reports at the end of each term (with the exception of fourth term). At the end of the fourth quarter, Teachers need to submit grades before the summer break.

High School Teachers will have five (5) full work days to submit grade reports at the end of the first and third quarters. At the end of the second and fourth quarters, High School Teachers will submit grade reports after the four (4) day final exam schedule and before they leave for the winter break and check out for summer break respectively.

R. **PARENTAL CLASSROOM VISIT**

Any Teacher who has a student that will have a parent or outside qualified professional visit during classroom hours, pursuant to Section 14-8.02(g-5) of the School Code, will be provided in writing with the date of the proposed visit and duration of the visit at least twenty-four (24) hours prior to the visit.
S. TEACHER MENTOR PROGRAM

1. **New Teachers**

   All New Teachers to Community Unit School District 308 will be required to participate in three (3) District Summer New Teacher Orientation days. First-year Teachers new to teaching will participate in a fourth District Summer New Teacher Orientation day. Each day’s program will be no more than five (5) hours in length.

   In addition to the hours comprising a forty (40) hour work week, First (1st) and Second (2nd) year Teachers new to Community Unit School District 308 must complete six (6) mandatory professional development hours throughout the school year as prescribed by the District Mentor Committee. If the six (6) professional development hours are not completed, the teacher must complete them within the second (2nd) year of teaching in addition to the second year requirement.

   Teachers who fail to complete the required hours due to unforeseen circumstances need to contact the Director of Professional Development for a possible extension.

   After two (2) years in the District, teachers failing to take all required staff development hours will not advance any applicable step on the salary schedule until the required hours are completed. Once the hours are completed the Teacher will be advanced to the next step when applicable on the next payroll without retroactive pay.

2. **Mentors**

   Teacher Mentor applicants will be selected from the same content area as the New Teacher, if possible. New Teacher Mentors will attend a five (5) hours summer mentor academy. All Teacher Mentors will attend two (2) hours of New Teacher Orientation, two and one half (2.5) hour Fall Mentor Academy, conduct eight (8) monthly meetings (one hour each). They may attend a professional development opportunity with the new teacher. Teacher Mentors will be compensated for this work in accordance with Schedule C.

   The Mentor will complete at least two (2) teacher observations during the school year (including pre/post conferences). Teacher Mentors will be compensated for this work with an additional personal day.

   The District Mentor committee will formally assess the mentor program on a yearly basis and share the results with the Association and Administration.

T. **INSTITUTE DAYS**

District 308 will have up to four (4) Institute Days each school year. Each Institute Day will be a five (5) hour work day, 8:00 a.m. to 1:00 p.m. Institute Days must focus on professional educational experiences for Teachers to maintain licensure.
U. NATIONAL BOARD CERTIFICATION

Teachers who earn National Board for Professional Teaching Standards (NBPTS) Certification will receive a supplemental salary increase stipend in accordance with schedule C for the duration of their certification. National licenses do not qualify for this stipend. National Board Certification must be provided to the Department of Human Resources to receive the stipend. Stipends will be distributed evenly at the end of each semester. In addition, the Board will award up to nine (9) credit hours upon successful completion of National Board Certification. An official transcript must be received in the Department of Human Resources in order to receive this credit.

V. SPEECH PATHOLOGIST

Each Speech Pathologist will have her/his professional organization fees paid by Community Unit School District 308 and upon tenure will receive a one-time $1,500 retention stipend.

When employing speech pathologists who have obtained a Master’s degree, with hours in excess of those normally required (up to 45 hours) for a Master’s degree, initial placement on the salary schedule shall be as follows:

<table>
<thead>
<tr>
<th>Hours in Master’s program</th>
<th>Salary Schedule Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>45 - 55</td>
<td>MA + 15</td>
</tr>
<tr>
<td>56 +</td>
<td>MA + 32</td>
</tr>
</tbody>
</table>

W. SAFE WORK ENVIRONMENT

The Board recognizes the need to provide a safe working environment. Teachers who encounter conditions which are likely to endanger the health or safety of any Teacher shall promptly report the conditions to Administrator. The Administrator shall promptly investigate or cause to be investigated the condition giving rise to the report and provide a response to the Teacher as soon as practicable. If the condition is determined to endanger health or safety, the Director of Operations shall initiate a remedy.

X. ASSAULT

Teachers assaulted during the performance of their assigned duties or on District 308 property:

1. Shall have the right to defend himself/herself and/or obtain assistance.
2. Shall notify a Building Administrator to call the police, parents, and the Superintendent.
3. Shall receive defense and indemnification from the Board to the extent required by law.

In all cases, the Superintendent’s office shall immediately notify the Teacher of any legal aid from District that may be available.
Y. WAIVERS

The Association requests copies of any requests for waivers of Illinois School Code provisions which have been submitted by the Board to the State Board of Education for approval and the status of any such requests. The District shall notify the Association President(s) as soon as practicable of any meeting at which the waiver request will be considered. The Association President(s) shall notify the Superintendent as soon as practicable if the Association President(s) or a designee plan to participate in that meeting.

VIII. FAIR SHARE

All Teachers covered by this Agreement who are not members of the Association, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Association, shall pay to the Association each month their fair share of the costs of the services rendered by the Association that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member Teachers and remitted to the Association provided, however, that the Association shall submit to the Administration a fair share fee certification form in accordance with IELRB requirements, including a description of how the fair share fee was calculated and an acknowledgment that non-members retain the right to object to the amount of the fair share fee by filing an objection with the IELRB.

Upon receipt of said affidavit the Board shall cooperate with the Association to ascertain the names of all Teacher non-members of the Association from whose earnings the fair share payments shall be deducted.

The Association shall cause to be posted in all work locations a notice containing the fair share fee information specified above and advising that any non-member may object to the amount of the fee by filing a fair share fee objection.

If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Association, the Association shall promptly adopt said determination and notify the Board and reduce deductions from the earnings of non-members to said prescribed amount.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and Teachers from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provision.
If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Association and Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or ruling of said Labor Board or court.

Any Teacher objecting to the Fair Share Fee based upon bona fide religious tenets or teaching of a church or religious body of which such Teacher is a member, shall pay an amount equal to the Fair Share Fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the Teacher and the Association, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the IELRB.

The annual amount to be deducted will be determined by the Association. Equal deductions will be made from each paycheck. The deduction shall commence on November 15th and finish on June 30th of the following year (sixteen (16) paychecks).

In the event that a Teacher resigns or is terminated from the employment of the Board, or requests a leave of absence from the Board prior to termination of the current authorization, the Board shall deduct the unpaid portion from his/her final paycheck. If final paycheck does not cover the unpaid balance, the Association shall be held liable.

**IX. TEACHER EVALUATION PROCESS**

No evaluation shall take place until Teachers have been acquainted with evaluative procedures, standards, and instruments and advised as to who shall tentatively observe and evaluate their performance.

The “Evaluation Program for Professional Personnel”, which is incorporated into this Agreement by reference, will be the process by which Teachers are evaluated and all procedures described therein will be followed by Teachers and Administrators.

Supervision and evaluation of Teachers will be conducted professionally, openly, and with full knowledge of the Teacher. The summary of this document is provided below and the full text can be found on the District Intranet.

**Definitions of Terminology**

**Formal Observation:** A specific window of time scheduled with the Teacher to directly observe professional practice in the classroom or in the school. The formal observation will consist of a pre-observation meeting, an observation, reflection, post-observation meeting, and an option for a signing meeting when necessary. The post-observation conference should occur within ten (10) school days following a formal observation. Non-tenured Teachers will have two (2) formal observation and tenured teachers will have one formal observation.

**Informal Observation:** An observation for a minimum of ten (10) minutes with no pre-observation paperwork. Written follow-up will be provided to the Teacher within two work days.
All Teachers on cycle should have at least one informal during the first semester unless extenuating circumstances occur. Both Tenured and Non-tenured Teachers will have three (3) informal observations.

Walkthrough/Pop-in: An unannounced, non-evaluative observation, no written follow-up required.

Summative Process: A synopsis of the Teacher’s school year may include any observations, evaluations, other documents, events, and interactions of the Teacher during the school year. Final rating will be determined by the Evaluator (assigned Administrator).

Summative Meeting: This meeting is separate from the formal observation process and will include a discussion of how the observations, artifacts and evidence led to the final summative rating. Final rating will be presented at this meeting.

Tenured Evaluation Cycle: Each Tenured Teacher will be evaluated at least once in the course of every two (2) years.

Non-tenured Evaluation Cycle: Each non-tenured Teacher will be evaluated at least once every school year.

Artifacts: Evidence that demonstrates or enhances student learning/growth.

Teacher Performance Ratings:

Excellent: Documented observations and evidence support the most distinguished level of teaching performance behaviors throughout the four (4) domains of the Standard of Professional Practice. The Teacher clearly understands the concepts underlying the components and implements them well. The Teacher's classroom operates at a level where students are highly engaged, motivated and assume considerable responsibility for their own learning. The Teacher is reflective and uses best instructional practices. She/he has an orientation and commitment to continuous professional growth both in and outside of the school.

* A Teacher will receive a summative rating of Excellent when three or more domain ratings are designated as Distinguished, with the remaining domain as Proficient or higher.

Proficient: Documented observations and evidence support a high level of teaching performance behaviors throughout each of the four (4) domains of the Standard of Professional Practice. Teachers at the proficient level know their content, they know their students, and they know the curriculum and have a broad repertoire of strategies and activities to use with students. Proficient Teachers have developed a sophisticated understanding of classroom dynamics and are alert to events that don't conform to the expected pattern.

* A Teacher will receive a summative rating of Proficient when no more than one domain is rated Basic with the remaining domains as Proficient or higher.
Needs Improvement: Documented observations, evidence and performance behaviors support a basic understanding of the concepts underlying the components, but implementation is sporadic, intermittent, or otherwise not entirely successful. Based on the information gathered, the Building Administrator responsible for the appraisal of the Teacher may determine that circumstance warrants additional support of the Teacher's growth.

* A Teacher will receive a summative rating of Needs Improvement when two or more domains are rated as Basic, with the remaining domains as Proficient or higher, A Professional Development Plan (PDP) will be required of any Tenured Teacher rated as a Needs Improvement. A Tenured Teacher with a summative rating of Needs Improvement will remain on cycle for the following school year.

Unsatisfactory: Documented observations, evidence and performance behaviors do not support the expected level of teaching performance. The Teacher does not appear to understand the concepts underlying the component. Based on the information gathered, the Building Administrator responsible for the appraisal of a staff member may determine that circumstance warrant a summative rating of Unsatisfactory.

* A Teacher will receive a summative rating of Unsatisfactory when one or more domain rating is designated as unsatisfactory. For Tenured Teachers, ineffective performance behaviors must be improved through a formal remediation plan developed pursuant to section 24A of The School Code of Illinois.

Timelines

Teachers in an evaluation year should have appropriate spacing between each observation unless special circumstances arise.

Teachers will be given a copy of any evaluation report prepared by any Qualified Evaluator and will have the right to discuss his/her report with the Principal(s) involved. A copy of the evaluation shall be provided to the Teacher and placed in the Teacher’s personnel file.

The Board shall have the right to withhold an index step increase from Tenured Teachers who have been rated as “Unsatisfactory,” as specified in the “Evaluation Program for Professional Personnel.”

All forms related to Teacher Evaluation process are available online through the District-approved online evaluation system. Additional teacher resources related to the Evaluation Framework are located on the District Intranet.
Non Tenured Evaluation Process

Pre-Observation:
• Submit a Pre-observation Form to the Administrator in advance of an Observation.

Observation:
• Two (2) Formal (Post-observation conference should occur within ten (10) school days of the Formal evaluation)
• Three (3) Informal: (two (2) before the first Formal and the third before the second Formal)

Reflection:
• Review the required reflective questions and any additional reflective questions provided by the Evaluator. (Written reflections encouraged)
• Be prepared to discuss reflections at the Post-observation Conference

Summative:
• A separate Summative Conference will be scheduled following the completion of all Formal and Informal Observations. The final summative rating will be determined by the designated Administrator and shared at this meeting.

Tenured Evaluation Process

Pre-Observation:
• Submit a Pre-observation Form to the Administrator in advance of an Observation.

Observation:
• One (1) Formal (Post-observation Conference should occur within ten (10) school days of the Formal Evaluation)
• Three (3) Informal: (two (2) before the first Formal and the third before the Summative Conference)

Reflection:
• Review the required reflective questions and any additional reflective questions provided by the Evaluator. (Written reflections encouraged)
• Be prepared to discuss reflections at the Post-observation Conference.

Summative:
• A separate Summative Conference will be scheduled following the completion of all Formal and Informal Observations. The final summative rating will be determined by the designated Administrator and shared at this meeting.

Remediation Plan:
A Tenured Teacher will be placed upon remediation status when the Evaluator determines, as a result of performance evaluations, that an identified weakness or weaknesses are significant enough to rate the Tenured Teacher's overall performance as "Unsatisfactory" and the weakness or weaknesses are remediable.
Consulting Teachers will be involved in the remediation process in accordance with the School Code:

A. The participation of the Consulting Teacher shall be voluntary.

B. The qualified Teacher shall be one who has received a rating of Excellent on his or her most recent evaluation, has a minimum of five (5) years of experience in teaching, and has knowledge relevant to the assignment of the Teacher under remediation.

C. The Consulting Teacher shall be chosen from a list developed by the District, or, in districts with an exclusive bargaining agent, the bargaining agent may, if it chooses, supply a roster of at least five qualified teachers from which the Consulting Teacher is to be selected, or the names of all so qualified if that number is less than five. The participating Administrator or Principal of the Teacher who was rated unsatisfactory shall select the Consulting Teacher.

D. Where no Consulting Teacher is available in the District, the District shall request the State Board of Education to provide a Consulting Teacher. The State Board of Education shall compensate any Consulting Teacher provided to the District under this subsection.

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

F. The Consulting Teacher shall provide advice to the Teacher rated as Unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.

G. The Consulting Teacher shall not evaluate the performance of the Teacher under remediation.

H. The Consulting Teacher shall be informed, through meetings with the Qualified Evaluator and the Teacher under remediation, of the results of the remediation evaluations in order to continue to provide assistance to the Teacher under a remediation plan.

I. The Consulting Teacher shall maintain a log of time/activities spent in the role of a Consulting Teacher. When necessary, the Consulting Teacher will be given release time to assist with the remediation process and will be compensated at his/her hourly rate when responsibilities interfere with or involve time commitments beyond the normal teacher work day.

The Administration will not change the present evaluation instrument unless it is mutually agreeable with the Administration and the Association and will remain consistent with state law. Results of a Teacher’s evaluation including ratings are not covered by this Agreement and are not subject to the grievance procedure, but the evaluation procedures prescribed by this Agreement are subject to the grievance procedure.
X. SENIORITY

SENIORITY

Seniority (length of continuing service) means the total period of continuous full-time employment from the date of hire in a position which is within the Community Unit School District 308 bargaining unit. If a Teacher is using paid time off, those days will be credited toward seniority.

1. FULL-TIME MOVED TO PART-TIME
   
   A. If a Teacher was previously full-time and moved to part-time and the part-time is at least 50% of each day or equivalent to 50% of each week, he/she will advance on the seniority list.
   B. If a full-time Teacher goes to part-time that is less than 50% of every day or is less than the equivalent of 50% of each week, he/she will NOT advance on the seniority list.
   C. If a Teacher works 100% of half of the school year, he/she will advance on the seniority list.

2. HIRED AS PART-TIME
   
   A. A Teacher must work 50% of everyday or 50% of each week or 100% for half of the year to be placed on the seniority list.
   B. A Teacher must be hired by Nov 1st to receive a full year credit.
   C. Each case may be reviewed on an individual basis.

3. HIRED AFTER SCHOOL BEGINS IN THE FALL
   
   A. A Teacher must be hired before November 1st to receive a full year credit for seniority.
   B. If a Teacher has been on a temporary letter of employment before November 1st and then receives a contract after November 1st with no break in service they will receive a full year credit for seniority.

4. SENIORITY TIE BREAKER

If two (2) or more Teachers otherwise have equal seniority, order shall be determined as follows:

a. Total teaching experience as indicated on the Teacher’s service record;

b. Highest earned degree;

c. Most graduate credit hours beyond the degree;

d. Decision of the Superintendent or designee.
XI. TEACHER ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND VACANCIES

A. Teacher Assignment:

1. Assignment Notification

The Teachers will be notified by the Administration in writing or electronic notification at least twenty (20) workdays prior to the end of the school year of their programs for the following school year, including the schools to which they will be assigned, and the grade(s) and/or subject(s) that they will teach. Changes in existing programs may be made, if necessary, and the Teachers involved in such changes will be notified in writing.

2. Job Sharing:

Job sharing is defined as a voluntary employment arrangement approved by the Administration, in which two Teachers who are employed by the District share one full-time position or cover a leave of absence.

Job sharing may be endorsed by the Principal with recommendation to the District Administration and approval of the Board. It is appropriate that all parties to a job sharing arrangement have a common understanding of their rights and responsibilities.

Teachers interested in job sharing shall submit a detailed, written plan and discuss the proposed plan for job sharing with the Administration by March 1st of the year preceding the school year for which the job sharing arrangement is requested. The job sharing plan shall include:

a) Teaching responsibilities
b) Schedule of work hours
c) Days in attendance
d) Attendance at staff meetings
e) Staffings
f) In-service/Institute days
g) Parent meetings
h) Daily overlap time
i) Other responsibilities
j) Professional Development

After a plan is submitted, both Teachers will meet with the Administration to formalize salary and benefits. This plan will be reviewed on a yearly basis as needed. Teachers returning from job sharing will retain a full 1.0 teaching position for which they are qualified unless part-time can be accommodated by the District. Teachers working 50% or more will receive one (1) year credit towards vertical step advancement on the salary schedule.
If job sharing covers a leave of absence, the following needs to be included in the written plan:

   a) Assignment, salary, benefits, and seniority after termination of the plan
   b) Termination date of the plan

The plan, upon preliminary approval of the Principal, shall be forwarded to the Superintendent or designee for consideration and recommendation to the Board. Job sharing plans may be granted at the sole discretion of the Board. Administration shall notify applicants in writing by April 1st of the approval or rejection of their plan. If the plan is denied, a written explanation of the detail will be given to the applicants.

Insurance Coverage:

   • Less than 50% employment time receive no health/hospitalization, dental or vision insurance.
   • 50% - 60% are eligible for Single, Employee Plus Spouse, Employee Plus Child(ren) or Family health/hospitalization, dental and vision premiums shared 50/50 by the Board and the Teacher.
   • 61 – 75% are eligible for Single, Employee Plus Spouse, Employee Plus Child(ren) or Family health/hospitalization, dental and vision premiums paid 70% by the Board and 30% by the Teacher.
   • 76% - 100% are eligible for Single health/hospitalization premium coverage paid 80% by the Board and 20% by the Teacher, and Family, Employee Plus Spouse or Employee Plus Child(ren) health/hospitalization premium coverage paid 75% by the Board and 25% by the Teacher. Dental premium coverage is paid 75% by the Board and 25% Teacher. Vision coverage is paid 100% by the Board.

3. Part-time Assignment:

A part-time assignment is defined as a teaching assignment that is less than 100%. Teachers employed on a part-time basis shall receive student contact responsibilities and preparation time proportional to their teaching assignment. In addition, Part-Time Teachers will receive sick and personal days on a prorated basis reflective of their percentage of time worked. Teachers working 50% or more will receive two (2) personal days, while staff working under 50% will receive one (1) personal day.

Part-time Teachers will be expected to participate in the following activities at the same level as full-time teachers:

   a) Meetings
   b) Staffings
   c) In-service/Institute days
   d) Mentoring and induction
   e) Professional Development
Teachers must work at least 67% of a full-teacher schedule in order to receive one (1) year credit towards vertical step advancement on the salary schedule. Teachers working at least 50% but less than 67% will receive one (1) year credit towards vertical step advancement on the salary schedule for every two (2) consecutive years worked. This does not apply to Tenured Part-Time Teachers.

Insurance Coverage:
- Less than 50% employment time receive no health/hospitalization, dental or vision insurance.
- 50% - 60% are eligible for Single, Employee Plus Spouse, Employee Plus Child(ren) or Family health/hospitalization, dental and vision premiums shared 50/50 by the Board and the Teacher.
- 61 – 75% are eligible for Single, Employee Plus Spouse, Employee Plus Child(ren) or Family health/hospitalization, dental and vision premiums paid 70% by the Board and 30% by the Teacher.
- 76% - 100% are eligible for Single health/hospitalization premium coverage paid 80% by the Board and 20% by the Teacher, and Family, Employee Plus Spouse or Employee Plus Child(ren) health/hospitalization premium coverage paid 75% by the Board and 25% by the Teacher. Dental premium coverage is paid 75% by the Board and 25% Teacher. Vision premium coverage is paid 100% by the Board.

4. Change of Assignment

If a Teacher wishes to be considered for an open teaching position, he/she needs to complete an internal application on the District website. All qualified internal applicants will be offered an opportunity to interview for an open position.

The Administration shall consider an applicant’s background and experience, past evaluations, and job skills required for the position. If all qualifications are substantially equal, seniority shall be the determining factor in the change of assignment. Current Teachers will be considered prior to considering any person not employed by the district. All applicants shall be informed of the hiring decision.

5. Involuntary Transfer

Before any Teacher is involuntarily transferred to another building, volunteers will be considered first. Grade level or subject area reassignments are not subject to the involuntary transfer procedures. In the event that no volunteers are available or the Administration has not selected a volunteer, the qualified Teacher most suitable for the position based upon appropriate certification, endorsements and the needs of the District shall be transferred with appropriate consideration given to transferring the least senior Teacher. The Administration will consult with the Teacher(s) being considered for transfer, will make known its intention and rationale, and will permit the teacher(s) to share his/her reactions to the proposed assignment. In the event that the Teacher does not consent, the Superintendent or designee shall notify that Teacher in writing as to the reason(s) for the transfer. The final decision on all involuntary transfers remains with the Administration. Any Teacher transferred involuntarily shall receive consideration (the right to apply and interview) for future vacancies. No Teacher shall be
in involuntarily transferred more than once in any two (2) school year period without written consent of such Teacher. Any Teacher who is notified of an involuntarily transfer after the last student attendance day will be compensated in accordance with Schedule C. The District will provide boxes and tape and will transport the Teacher’s materials to the new site.

6. **Reduction in Force**

In the event the Board of Education necessitates the need for a Reduction in Force, Reduction in Force will be conducted according to Illinois School Code 105 ILCS 5/24-12 Removal or dismissal of teachers in contractual continued service.

B. **Vacancies**

1. **Posting of Vacancies**

A vacancy shall be defined as any opening in a full-time or part-time teaching position, which results from a Teacher’s resignation, retirement, termination, or the creation of a new position, but is not applicable to a position filled by reassignment of the current teaching staff. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted at least five (5) workdays on the District’s website prior to being filled. The five-day posting requirement may be waived if unforeseen vacancies occur within ten (10) calendar days of the first day of school or in the case of unforeseen, immediate vacancies during the school year. The Administration shall notify the Association President(s) when the five-day posting has been waived.

2. **Schedules A, B and C Vacancies**

Should a vacancy occur in Schedule A, B, or C, current competent and properly qualified bargaining unit Teachers will be selected prior to external candidates. Schedule A assignments are for one year based on the Administration assessments. No tenure is granted on Schedule A, B, or C.

**XII. PROFESSIONAL GROWTH**

A. **Graduate Coursework Requirements**

To qualify for credit on the salary schedule, all graduate coursework must be approved by the Department of Human Resources. Requests for course approval must be submitted electronically prior to the start of the course. Course approval requests submitted prior to the completion of the course shall be considered, however, only District-approved courses are eligible for lane advancement.

To be approved, courses must improve a Teacher’s ability to perform his or her assigned duties and not duplicate previous training. All Master’s degrees in education will be recognized for placement on the salary schedule. A Teacher may declare one other area of emphasis or specialization within education for coursework outside his/her assigned duties.
B. **Appeal Process**

In the event the course is denied, the Teacher may meet with the Superintendent or designee to present evidence or reasons why he/she believes the course and/or instructor satisfactorily meets the mutual interests of the Teacher and the District.

C. **Lane Change Process**

Teachers applying for advancement on the salary schedule must submit a Lane Change Request form along with an official transcript showing completion of a course with a grade of “C” or better, or “pass” if a pass/fail system is utilized, no later than October 1st of the school year in which the lane change is sought. Transcripts received after October 1st will be eligible for a lane change for the next school year.

Lane advancement resulting from approved salary credit will be effective on the October 30th payroll. Lane advancement will be retroactive to the beginning of the school year.

D. **Limitation**

Once the Master’s degree is obtained, any coursework or salary credits taken or acquired in any area before the Master’s degree is received are not credited towards further advancement on the salary schedule beyond the Master’s level unless the credit hours were earned toward an endorsement and were not applied toward the Master’s degree.

Regardless of the number of credits necessary to complete a Master’s degree, Teachers will be eligible for advancement only to the Master’s + 0 lane, except as provided in Article VII (X). Only approved salary credits earned after the Master’s degree will be credited towards further advancement beyond the Master’s lane on the salary schedule. Teachers are only allowed to advance one (1) lane per school year beyond the Master’s.

XIII. **LEAVES**

A. **SICK LEAVE**

Full-time Teachers shall be granted twelve (12) days of sick leave per year. Sick leave shall be prorated based on the months of employment. Unused sick leave for Teachers shall accumulate without limit.

Full-time Teachers who retire from the district are eligible for a cash payment equivalent to the current substitute per diem rate for each day of unused/uncompensated sick days in the excess of 170 days, provided any such excess days are not submitted to TRS for additional retirement service credits. This retirement sick day payment will be made on September 15th of the school year following the teacher’s retirement. If the District incurs a financial contribution, Teachers retiring under the Illinois Early Retirement Option (ERO) will not be eligible for sick day reimbursement.
Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in
the immediate family or in the household, or birth, adoption, or placement for adoption. Immediate family, for the purposes of illness, shall be interpreted to mean husband, wife, son, daughter, mother, father, brother, sister, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, brothers-in-law, sisters-in-law, parents-in-law, grandparents or grandchildren. Household shall be interpreted to include any person living within the certified teacher’s home. Teachers may use accumulated sick leave for attendance at funerals.

B. PERSONAL LEAVE

Teachers will be granted a maximum of two (2) days yearly for personal leave. A request for the use of a personal day may be made when one has personal business or an emergency which cannot be accomplished during non-school days or hours. A teacher planning to use a personal day shall file an electronic absence request at least 48 hours in advance, except in the case of an emergency. Unused personal days will accumulate as sick leave.

The Administration has the responsibility to limit the number of personal days to be no more than thirty (30) per day District-wide.

C. BEREAVEMENT LEAVE

Teachers shall be entitled to use three (3) bereavement days annually for death in the family or household.

Bereavement days do not accumulate from year to year, nor do bereavement days roll over into sick leave day accumulation.

In the event a Teacher needs more than three (3) days for the purposes of bereavement leave, he/she may use accumulated sick and/or personal leave for additional days taken. If a teacher needs to use more than three (3) sick days for the purposes of bereavement, he/she shall submit a request in writing to Human Resources for the additional days needed for the leave. If a Teacher does not have accumulated sick and/or personal leave, the additional days will be unpaid.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board will comply with its obligations under the Family and Medical Leave Act (FMLA). In accordance with the FMLA, a Teacher may be eligible to take up to twelve (12) weeks of leave. If the Teacher has accumulated sick and personal leave, these days will be applied concurrently to any FMLA absences when school is in session. The remainder of the leave not covered by sick or personal days will be unpaid. Teachers should reference Board Policy 5:185 (Family and Medical Leave) and the FMLA Procedures located on the District website for details about eligibility and notification requirements.

If a Teacher who is on FMLA due to his/her own serious health condition has not accumulated the necessary sick days to cover the entire period of the leave, said Teacher may apply for disability from TRS. TRS benefits may be available as early as the thirty-first (31st) day of one’s absence.
E. **ABSENCE DUE TO DUTY-CONNECTED INJURY**

Any Teacher who suffers a job-related illness/injury must notify his/her Supervisor within forty-eight (48) hours and fill out a report of injury. If the illness/injury results in temporary total disability under applicable Worker’s Compensation statutes, the Teacher shall use accumulated sick leave days during the period he/she is absent from work, according to the following provisions:

- For each day the Teacher is unable to work, but receives no total temporary disability compensation, he/she shall use a full sick day.

- For each day the Teacher is unable to work, and receives temporary total disability compensation, he/she shall use one-third (1/3) of a sick leave day. The District will continue to pay full wages at this time. The Teacher must endorse the check from the Worker’s Compensation provider to the District. Payment from the District will cease when all sick days have been exhausted. The Teacher will then keep the check issued from the Worker’s Compensation provider.

- The Teacher may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid to the Teacher.

F. **EXTENDED LEAVES OF ABSENCE**

All requests for extended leaves of absences must be submitted in writing to Director of Human Resources as soon as practical. Requests for sabbatical and miscellaneous leaves must be submitted no later than March 1st of the school year previous to the year which the leave is requested. The Teacher should state the reason for the leave, the date the leave will begin and the date the leave will end. If a request for a leave is due to a medical reason, it shall be accompanied by a health care provider’s certification. All leaves of absence are subject to the Board’s approval.

Teachers granted an unpaid leave of absence will be required to notify Director of Human Resources, in writing, via email or certified mail, of their intent to return to work. This notification must occur by March 1st for leaves approved to terminate at the end of the second semester, and as soon as possible for all other returns. Failure to give notice as specified above shall be deemed a voluntary resignation.

Upon his/her return from the approved leave, said Teacher shall be placed in a position for which he/she is qualified to teach, but will not accrue any additional seniority or salary schedule credit (i.e., steps) for the period the teacher was on the approved leave of absence. If the Teacher completes additional coursework during the leave of absence which qualified him/her for horizontal lane advancement, the Teacher will be entitled lane advancement upon return from the leave.
The Board will maintain healthcare coverage for all FMLA-related absences up to twelve (12) weeks under the same conditions as before the leave, provided the Teacher’s continued payment of insurance premiums. If the Teacher seeks to continue his/her health coverage at the end of the FMLA-related absence, or if FMLA does not apply, the Teacher may access his/her rights under the provisions of COBRA.

Extended leaves of absence may be granted for the following reasons:

1. **MATERNITY/PATERNITY/ADOPTION LEAVE**

Maternity/Paternity/Adoption leave is an extended leave that will be granted to Tenured Teachers for up to one (1) year for the birth of a child, the adoption of a child, or the placement of a foster child. Teachers granted maternity/paternity/adoption leave will return to work at the beginning of the school year or semester following the expiration date of the one-year leave.

For the first twelve (12) weeks, Maternity/Paternity/Adoption leave will run concurrently with the FMLA.

2. **MEDICAL/DISABILITY LEAVE**

A Teacher unable to attend work due to his/her own serious health condition may request an unpaid leave of absence. The total duration of a health-related leave, including FMLA-covered time, may not exceed one (1) calendar year. By mutual agreement, the leave may be extended through the end of the semester in which the leave otherwise ends. If the scheduled return to work occurs during the three-week period before the end of the semester, the leave may be extended through the end of the semester in which the leave otherwise ends at the Administration’s discretion.

3. **MILITARY LEAVE**

Any Teacher who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active duty as a result of an order of the President of the United States, shall for each pay period continue to receive the same regular (base pay) compensation that he/she receives or was receiving as a Teacher at the time he/she is or was mobilized to active military duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service in accordance with Illinois School Code Section 5/10-20.7b

Teachers may reference the School Board Policy 5:250 (Leaves of Absence) on the district website.

4. **SABBATICAL LEAVE**

Sabbatical leave for Teachers may be granted as provided in Section 24-6.1 of the Illinois School Code.
5. **PROFESSIONAL LEAVE**

The Board encourages Teachers to participate in local, state, and national professional educational organizations. If a Teacher is appointed to a state or national committee or elected to an office of said organization, the Teacher will consult with the Administration as to the responsibilities holding such an office demands and they will mutually agree as to the number of days absence will be permitted without loss of pay.

6. **MISCELLANEOUS LEAVE OF ABSENCE**

The Board may grant unpaid leave of absence up to one (1) school year in duration for reasons other than those identified above to a Tenured Teacher with a Proficient or Excellent summative rating.

Upon return from a miscellaneous leave, the teacher must work two (2) full years before requesting another miscellaneous leave of absence.

G. **SICK LEAVE BANK (SLB)**

The Sick Leave Bank (SLB) is to solely provide insurance against extended catastrophic illness in the interim between teacher-accumulated sick leave and disability insurance coverage. The SLB will be administered by the OEA. The OEA will be solely responsible for administering the SLB in accordance with the purpose for which it is established. A monthly accounting of the use of days in the SLB will be provided to the OEA by the Administration. In order to be eligible to draw from the SLB a Teacher will:

- be an active contributor to the SLB
- present a doctor's certification of continuing illness*
- have used all of the Teacher’s accumulated sick leave
- have had deducted from the Teacher’s pay five (5) days of teaching salary
- be limited to drawing from the SLB until the Teacher becomes eligible for disability insurance benefits as provided by the District, and
- be limited to withdraw a maximum of fifty (50) working days in any one (1) school year. Summer school employment is excluded.
- be limited to withdraw a maximum of fifty (50) working days for any one (1) event

*The SLB shall be applicable only for Teacher illness or accident, and shall not be used for sick/disability leave for parental leave, maternity leave, leave of absence, or sabbatical leave. The SLB may be used for illness defined as pregnancy as required by Federal law.

All Teachers covered by the Agreement will be enrolled in the SLB and will donate two (2) days upon enrollment. New Teachers will be automatically enrolled and will donate two (2) days upon hire. If the SLB Committee determines additional days are necessary for the upcoming school year, each member will contribute an additional day at the start of the subsequent school year.

A retiring teacher may contribute up to 50 days to the SLB at retirement.
A Teacher may opt out of the SLB by so indicating in writing directed to the attention of the chairperson of the SLB Committee by December 15, 2015. Opting out of membership, regardless of reason, prohibits enrollment to the SLB at any future date.

A participant of the SLB who leaves his/her certified position with the District, and is rehired within twelve (12) calendar months of leaving shall be considered a member of the SLB upon his/her return. If the gap in employment exceeds twelve (12) months, the individual must contribute one (1) day in order to re-join the SLB.

Authorized withdrawals by participating Teachers from the SLB shall be made only upon approval of the majority members of the SLB Committee, and their decision shall be final. The Teacher must first use all accumulated sick days, be without salary for five (5) school days, submit to the SLB Committee a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization), and fill out the Association's application to use the SLB. The dock days shall be deducted from the Teacher's paycheck over two pay periods. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive. Each withdrawal from SLB may not be less than five (5) school days.

A committee of three (3) OEA appointed members, which shall include the SLB Committee Chair, shall be constituted to make determinations about extraordinary situations not explicitly covered by the SLB rules. The SLB Committee Chair will be a voting member of said committee. The SLB Committee shall act in all matters that concern the policies and decisions of the SLB. The SLB Committee shall write its own regulations of operation that covers procedures to review all requests, and make such regulations available to all participants of the SLB and Administration. If such regulations violate school policies and/or are not practical to carry out, as determined by the Superintendent or designee, such regulations will have to be changed by the SLB Committee.

A representative of the SLB Committee shall compile and submit a list of those Teachers who elected to not participate in the Sick Leave Bank to Human Resources no later than February 1st, 2016. They shall also report the specifics of any withdrawals to the Department of Human Resources prior to the end of each school year and shall prepare and present other reports and information that the Department of Human Resources may require from time to time.

Any dispute that arises as to the administration of this Section will not be subject to the grievance process.

The sick leave bank will be effective beginning second semester of the 2015-2016 school year.
XIV. COMPENSATION AND BENEFITS

A. SALARY AND RATES OF PAY

1. SALARY SCHEDULE

Teachers will be compensated according to Salary Schedule D. Returning eligible Teachers shall receive one step per school year. In addition, any Teacher who was at 0.5 FTE or above during the 2011-2012 school year shall be compensated for being frozen during the 2012-2013 school year by receiving one (1) additional step increase over three (3) years. This does not apply to Teachers who are frozen at the highest step of their lane since 2014-2015.

Teachers who have reached Step 23 of MS+47/PHD lane shall receive a longevity stipend in the amount of $1,000 per years past step 23.

2. EXPERIENCE CREDIT POLICY

A Teacher beginning contractual service in the District will be granted a maximum of ten (10) years of credit on the salary schedule for previous verified full-time contractual teaching experience. A year of contractual continued service is defined as actual teaching and participating in the school’s educational program for 120 days or more, provided that the days of leave under the federal Family Medical Leave Act that the teacher is required to take until the end of the school term shall be considered days of teaching or participation in the school’s educational program.

The previous teaching experience must be in the public schools, or accredited private or parochial schools. Substitute teaching as well as summer school and night school teaching shall not be counted toward experience on the salary schedule.

3. EXTRA DUTY PAY

Qualified volunteer Teachers or qualified appointed Teachers who sponsor school-related activities occurring before or after the regular school day shall be reimbursed as per Schedule(s) A, B, and C located in Appendix II.

Payments for Schedules A and B, other than athletics, will be made at the conclusion of the activity. When the activity runs throughout the year, the payments will be made in two equal installments: December and June.

Payments for Schedule C will be paid in January and June. If the activities listed are co-produced or co-sponsored, the allocated amount will be prorated among those involved.
Joint Stipend Committee

The Joint Stipend Committee will consist of equal OEA and Administration representation. Recommendations will be reached by majority vote.

Any person covered by this Agreement requesting a stipend change must submit it electronically to the chairperson of the Joint Stipend Committee by January 15th of each school year. A stipend change may include but is not limited to a change in compensation, a change of title or job description, or the addition/deletion of an extracurricular position.

The Joint Stipend Committee will meet prior to February 15th of each school year to review proposed stipend changes, including those initiated by a building administrator. A Teacher who requests a stipend change or who may be directly impacted by a stipend change may request or be invited to a Joint Stipend Committee meeting.

Following a review of all proposed stipend changes, the Joint Stipend Committee will make a recommendation regarding each stipend change proposal to the Superintendent, or designee and the Association President(s) by April 1, who shall have final approval of all changes.

Prior to May 1st, the Joint Stipend Committee will inform each teacher who has submitted a stipend change request of the status of that request. Prior to May 15th, a revised Schedule A and B will be provided to the Association President(s) and updated on the District website.

4. TRAVEL REIMBURSEMENT

Teachers who are required to travel between buildings will be compensated at the rate set by the Internal Revenue Service. Teachers must complete the Travel/Mileage Reimbursement Report according to the guidelines set forth on the form.

5. FINANCIAL OPTIONS

Direct Deposit:

All Teachers will receive salary payments via direct deposit. Salary payments are dispersed over twenty-four (24) pay periods beginning with the August 30 payroll through August 15. Direct deposit changes can be made at any time other than the months of June, July and August.

403(b)/457(b) Voluntary Retirement Program:

Teachers may enroll in a (403(b)/457(b) voluntary retirement program through a District-approved company during the months of September through May of the school year. The policies will go into effect on the 15th of the month, with signed agreements at the Department of Human Resources no later than the 30th of the preceding month.
B. INSURANCE

1. HEALTH, DENTAL AND VISION INSURANCE
All Teachers and their immediate dependents, as defined by the carrier’s policy, shall be covered under a comprehensive health/hospitalization, and a dental insurance, and vision program. Participation in the District’s insurance program is voluntary.

Single Coverage:

- The health/hospitalization single coverage premium will be paid by an 80% Board contribution and a 20% Teacher contribution
- Dental premiums will be paid by a 75% Board contribution and a 25% Teacher contribution
- Vision premiums will be paid by a 100% Board contribution

Employee Plus Spouse, Employee Plus Child(ren), Family Coverage:

- The health/hospitalization for employee Plus Spouse, Employee Plus Child(ren), Family coverage premium will be paid by a 75% Board contribution and a 25% Teacher contribution.
- Dental premium coverage will be paid by a 75% Board contribution and a 25% Teacher contribution.
- Vision insurance premium will be paid by a 100% Board contribution.

2. LIFE INSURANCE
All Teachers who work a minimum of thirty (30) hours per week shall be provided a term life insurance policy equal in value to their yearly base salary with a minimum of $10,000.00 (not to exceed $50,000.00). Said policy shall include an accidental death and dismemberment clause. The premium is to be provided in full by the Board.

3. TEACHER RETIREMENT SYSTEM (TRS) - TEACHER HEALTH INSURANCE SECURITY FUND (THIS)
The Board shall contribute 9.40% towards each Teacher’s mandated (9.40%) contribution to TRS for teachers’ retirement and up to 1.07% towards the Teacher’s mandated THIS contribution to TRS for Teachers’ health insurance for the duration of this contract.
4. **LONG-TERM DISABILITY**

After thirty (30) days of disability, a Teacher may be eligible to apply for disability benefits under the Illinois Teachers Retirement System. In addition, after ninety (90) days of disability, a teacher may become eligible for the District’s Long-Term Disability Policy.

The cost of the Long-Term Disability Policy shall be provided for by the District. The Teacher must work a minimum of thirty (30) hours per week to be eligible for the Long-Term Disability benefit. The carrier for the Long-Term Disability Policy will be selected by the District.

5. **SECTION 125 PRE-TAX PREMIUM PLAN**

Teachers enrolled in health and dental insurance through District 308 participate in a Section 125 Premium Pre-tax plan. This plan allows the Teacher’s premium costs for health and dental insurance to be deducted from Teacher’s pay on a pretax basis, resulting in a tax savings for the participating Teacher. In order to enroll in this plan, Teachers must submit a Section 125 Pre-tax Premium Enrollment form to the Benefits Coordinator at the District Administration Center.

6. **FLEXIBLE SPENDING ACCOUNT PLAN**

Teachers are eligible to participate in a Flexible Spending Account (FSA) Plan. In general, the FSA Plan allows a participating Teacher to designate a dollar amount to be deducted from his/her paycheck on a pre-tax basis for eligible medical, dental and dependent care expenses incurred by the Teacher. Examples of eligible expenses are medical and dental insurance plan deductibles, co-payments for office visits, eyeglasses and prescriptions, and child care expenses.

The total dollar amount is determined annually and equal payments will be deducted from each paycheck and placed into the Teacher’s FSA. This plan results in a tax savings for the participating Teacher.

Participating Teachers may apply to receive funds from the FSA after eligible expenses are incurred. They have up to ninety (90) days after coverage ends in the current plan year to file claims. After ninety (90) days, up to $500 of the available balance will be carried over to the next plan year. However, any unclaimed amounts in the Teacher’s FSA exceeding $500 at the end of the ninety-day period after coverage ends in the current plan year will be forfeited.

7. **INSURANCE COMMITTEE**

The Association shall have permanent representation on the District Insurance Committee. The Committee will have full and complete access to all the District policies, contracts, and provisions of those insurance plans affecting the Association. This Committee shall be in attendance at meetings regarding the renewal process and premium adjustments each year.
XV. RETIREMENT

To be eligible for this retirement benefit, a Full-time Teacher must comply with all of the following requirements and limitations:

1. The Full-time Teacher must be eligible and apply for retirement under the Illinois Teachers’ Retirement System (“TRS”).

2. A Teacher must have completed a minimum of twelve (12) years of full-time creditable service with District 308, with at least three (3) consecutive years in District 308 immediately preceding retirement when the teacher notifies the District of his/her retirement election.

3. The teacher must satisfy the minimum TRS creditable service or age requirements under TRS Regulations to exempt the District from payment of any employer monetary penalty to TRS based upon ERO or any other applicable Illinois retirement statute or regulation.

4. Teachers who wish to declare their intent to retire during 2015-2016 school year, will be eligible for a maximum of three (3) school years prior to the teacher’s retirement, the teacher will receive an annual salary increase which is non-compounded and equal to the dollar amount of the teacher’s six percent (6.0%) increase in the teacher’s retirement base salary. They must submit an irrevocable letter of retirement by March 1st of 2016 to receive retirement benefits.

Teachers who wish to declare their intent to retire during 2016-2017 school year or 2017-2018 school year, will be eligible for a maximum of two (2) school years prior to the teacher’s retirement, the teacher will receive an annual salary increase which is non-compounded and equal to the dollar amount of the teacher’s six percent (6.0%) increase in the teacher’s retirement base salary. They must submit an irrevocable letter of retirement by March 1st of 2017 or March 1st of 2018 respectively to receive retirement benefits.

Teachers who wish to declare their intent to retire during 2018-2019 school year, will be eligible for one (1) school years prior to the teacher’s retirement, the teacher will receive a salary increase which is non-compounded and equal to the dollar amount of the teacher’s six percent (6.0%) increase in the teacher’s retirement base salary. They must submit an irrevocable letter of retirement by March 1st of 2019 to receive retirement benefits.

Alternatively, the eligible Teacher may opt to receive a one-time lump sum payment of four hundred dollars ($400) per year for each year of full-time teaching service in the District. This option is available in lieu of the retirement benefits described above.

5. Eligible Teachers who apply and are approved for contractual retirement benefits must sign a written agreement confirming their effective retirement date, TRS creditable service, (including accumulated unused sick leave days), and other information to verify their eligibility for retirement benefits under this paragraph A., including subparagraph A.3.
6. Any Teacher who commences participation in this retirement benefits plan and fails to comply with the provisions and requirements herein shall reimburse the District for any retirement payments granted under this provision, including any TRS contributions or payments.

7. A Teacher’s retirement which results in the District’s obligation to pay an employer monetary penalty or employer one-time ERO contribution to the Teachers’ Retirement System disqualifies the teacher from eligibility for retirement benefits under this Article.

The Board and the Association agree to meet to discuss alternative retirement benefits options, which may take effect during this agreement.

XVI. DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1st, 2015, and shall continue in effect through June 30, 2019. Salary and other compensation provisions of this agreement shall be retroactive to the start of the 2015-16 school term (hourly compensation is effective October 21, 2015).

B. The terms and conditions set forth in this agreement represent the full and complete understanding between parties. The terms and conditions in this agreement may be modified only through the written mutual consent of the parties.

C. The Association President or his/her designee shall meet monthly with the Superintendent or designee in order to maintain communication and discuss the welfare of the district.

The Association President or his/her designee shall meet monthly with the Associate Superintendent for Administrative Services to discuss issues relating to the contract. These meetings are not intended to by-pass the grievance procedure.

D. MATTERS NOT COVERED BY TERMS OF THIS AGREEMENT

During the duration of this Agreement, in the event either party of this Agreement desires to make any proposal, the subject matter of which is not covered herein, such proposal may be submitted in writing to the other party for consideration.

Such items submitted by either party will not be subject to impasse procedures during the current contract year in the event that the parties cannot reach agreement on any of the items so presented.

If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this agreement or any section or part thereof.
XVII. AGREEMENT

This Agreement is signed and adopted this 13th day of October, 2015, in witness thereof:

FOR THE OSWEGO EDUCATION

Andrew Gothelf, Co-President

Elizabeth Palatine, Co-President

FOR THE BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT 308

Matt Bauman, President

Lauri Doyle, Secretary
### XVIII. APPENDICES

#### Schedule A

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<th>Category</th>
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#### CLUBS

- **Elementary (Minimum of 8)***:
- **Junior High (Minimum of 10)***:
- **High School (Minimum of 20)***:

*The number of clubs is contingent on student interest and enrollment. Additional clubs will continue to be subject to approval by Administration.

Each Elementary School will receive a club stipend for every 50 students enrolled.
Each Junior High School will receive a club stipend for every 60 students enrolled.
Each High School will receive a club stipend for every 100 students enrolled.

*Club Stipend $750.00*

*Assignments are per school unless otherwise noted.*

All Schedule A sponsors will be placed in a column appropriate for their years of experience in a given activity. Once a sponsor advances to a particular column of the Athletic /Activities Salary Index, he/she will not be placed in any lower column of experience if he/she remains in the same activity even though he/she changes categories (i.e., assistant high school wrestling coach of five (5) years [Category 8, Column 3] moves to junior high wrestling coach [Category 6, Column 3]). Schedule A assignments are for 1 year based on administrator’s assessments. No tenure is granted on Schedule A.

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50
### Athletic/Activities Stipend Index

Index is based on Bachelors+0, Step 2

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#### 2015-2016 Athletic/Activities Stipends

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Schedule B - SENIOR HIGH SCHOOL

Teachers assigned the following responsibilities will be compensated as per schedule below:

SENIOR HIGH SCHOOL

Baseball
Aide(s) (all levels) $40.00 1 game
               $60.00 2 games

Basketball
Aide(s) (varsity & soph) $50.00
Ticket(s)               $50.00
Lower level aide(s) (two games) $40.00

Bus Chaperone $30.00

Football
Aide(s) (varsity & soph) $60.00
Ticket(s)               $60.00
Lower level aide(s) (one game) $30.00
Automobile Parkers $40.00

Gymnastics
Aide(s) (all levels) $40.00

Soccer
Aide(s) (all levels) $40.00

Softball
Aide(s) (all levels) $30.00 1 game
               $50.00 2 games

Track
Aide(s) (all levels) $35.00 field event workers
Ticket(s)               $50.00 track event workers

Volleyball
Aide(s) (varsity & soph) $40.00
Ticket(s)               $40.00

Wrestling (all levels)
Aide(s)               $50.00
Ticket(s)               $50.00

Fine Arts Event Coordinator $30.00 per hour

Early Childhood Preschool Coordinator 10 additional days

Overnight Trips (IHSA or School Sponsored) $60.00/night
Schedule B - JUNIOR HIGH SCHOOL

Teachers assigned the following responsibilities will be compensated as per schedule below:

**JUNIOR HIGH SCHOOL**

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Schedule C - EXTRA DUTIES

EXTRA DUTIES
Teachers assigned the following responsibilities will be compensated as per the schedule below:

Bus Duty:

- Over thirty (30) minutes of supervision daily $500.00 per semester ($1000.00 per year)

Internal Substitute:
Teachers shall be compensated at the rate of 1/1448 per hour of their current teaching salary rate for internal substitution assigned by the Principal or his/her designee.

Saturday School/Extended Day/Detention
Saturday school, extended day, and detention will be paid at the rate of $25 per hour.

Driver Ed
Behind the wheel (summer and beyond contractual day) will be paid at the rate of $35 per hour.

Leadership Responsibilities
Program, curriculum, grade level or team leadership responsibilities will be recognized by a stipend, release time, and/or extended contractual time as mutually agreed upon by the Association and District Administration.

Curricular Work
District curricular work will be compensated at the rate of $30 per hour.

PPST/MTSS Members
PPST/MTSS team members who regularly attend meetings will receive a $300 per semester stipend. Teachers invited to attend PPST/MTSS meetings outside of student contact hours will receive $15 per meeting.

Dual Credit Courses
Dual credit course assignments shall be compensated at a flat rate of $500 per semester per course.

Night/Summer School
Night/Summer school teachers shall be paid a flat rate of $50.00 per pupil contact hour.

For online night/summer school instruction, teachers will be paid a $3,750 stipend per semester per course.

Certified School Nurses
$2,500 yearly stipend and five (5) days extended school year paid per diem. Internal substitution rate is $100 per day.

Band Coordinators
Band Coordinators will receive a $2000 stipend.
**Involuntary Transfers**
Teachers involuntary transferred after the last student school day will be compensated $200.

**National Board Certification**
Teachers who earn National Board Certification shall be paid a flat rate of a $1,100 supplemental salary increase as long as Board Certification is current.

**Mentor Pay**
Teacher mentors will be compensated at $30 per hour for all the meetings required by the mentor program.
## SCHEDULE D

### SALARY SCHEDULES

**2015-2016 School Year**

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