# COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93

## PROFESSIONAL AGREEMENT

Jointly Agreed to by

THE BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 93
and

THE CAROL STREAM
EDUCATION ASSOCIATION

July 1, 2024 - June 30, 2029

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### **PREAMBLE**

The purpose of this preamble is to define the philosophy and mission of the Board, Administration, and Licensed Staff of Community Consolidated School District 93. It is separate from the negotiated agreement but serves as a guide for the decisions we make for continuous improvement.

We, the Board, Administration, and Licensed Staff of Community Consolidated School District 93, are committed to shared decision-making structures at the building and district level in order to fulfill our responsibilities. We understand that this commitment requires time, training, and the creation of a model to accomplish these tasks. It is our intent that these beliefs guide our District culture.

In recognition of the high level of professionalism already in place in Community Consolidated School District 93, we, the Board, Administration, and Licensed Staff, reaffirm our responsibilities to provide the most effective education for the children we serve. The following list of responsibilities leads us toward achieving this goal.

- Planning and preparing for instruction; communicating and collaborating with others; assessing student learning; choosing instructional methods based on research and best practice.
- Providing a learning environment that meets the academic, emotional, physical, and social needs of students, and recognizes and values individual differences.
- Providing for the safety and well-being of students.
- Ensuring that all children learn.
- Reflecting on instructional practices to continuously improve methods that promote student learning.
- Committing ourselves to ongoing professional growth in order to expand knowledge and skills.
- Participating in the curriculum development process.

#### SHARED-DECISION MAKING MODEL

Shared decision-making is a process in which a variety of members of the school community collaborate, where appropriate, in identifying problems, defining goals, formulating policy, shaping direction, ensuring implementation, and evaluating the impact of their decisions.

Those individuals who are responsible for the implementation of a decision at the building level or district level are actively and legitimately involved in making the decisions. Shared decision-making groups are responsible and accountable for their decisions. All participants in any District/Building Leadership positions will participate in training in the shared decision-making process and the roles and responsibilities of serving on that committee.

There are many shared-decision making bodies in CCSD93. Some of them include: DLT, BLT, Curriculum Committees, Insurance Committee, and the School Calendar Committee.

The building's decision-making body is the Building Leadership Team. Each building will have a Building Leadership Team comprised of administrators, staff members, and parents/community members.

The District will operate the District Leadership Team, which will be comprised of membership from the Building Leadership Teams, Association leaders, Board of Education members, and district-level administrators.

The structure and roles of these two groups are defined in the document entitled "Shared Decision-Making Structures in District 93."

A stipend will be provided for Licensed Staff who serve on the BLT.

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#### RECOGNITION

#### Section A

The Board of Education of District 93, DuPage County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Carol Stream Education Association, I.E.A. - N.E.A., hereinafter referred to as the "Association," as the sole negotiating agent for all regularly employed licensed personnel, hereinafter referred to as "Licensed Staff", except the Superintendent, central office administrative staff, building principals, assistant principals, substitutes, paraprofessionals, and psychologists. Regularly employed part-time Licensed Staff are part of the bargaining unit if they are employed to teach half-time or more.

#### ARTICLE I

#### **RESPONSIBILITIES AND RIGHTS**

#### Section A

The Board and Association agree to participate in good faith negotiations. However, it is recognized by the parties that "good faith negotiations" does not compel either party to agree to a proposal or require the making of a concession.

#### Section B

It is recognized that the legal responsibility for education is vested in the local Board of Education. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement. All powers, rights, authority, and responsibilities not included in this Agreement are reserved for the Board.

#### Section C

Licensed Staff shall be under the general direction of the Superintendent and immediately responsible to the building principal for carrying out the policies of the Board of Education as they relate to the school system, to the attendance center, to the classroom, and to the immediate contact with students and parents.

#### Section D

Negotiations for a new Agreement shall begin on or before February 1 of the year in which the present Agreement expires if either party requests such negotiations in a written notification to the other party.

#### Section E

It shall be the responsibility of the Association and the Superintendent to communicate and discuss any new or revised board policy proposals.

#### ARTICLE II

#### **FRINGE BENEFITS**

#### Section A - Lane Movement

- 1. No lane movement will be approved unless all eligible courses have been pre-approved by the Superintendent and are within the following guidelines:
  - (a) All courses must be graduate level courses, be from an accredited University, be aligned with District initiatives or the District's Strategic Plan, and must lead to a new license, degree, or endorsement. Graduate level courses shall be applicable to the Licensed Staff's current or desired and/or anticipated assignment.
  - (b) The Superintendent will have final approval for pursuing the Professional Educator License-General Administrative (K-12) course work. Three administrative letters of recommendation (one from a building administrator and two from district level administrators) must be submitted along with District course work. In-house Administrative LEAD Coursework totaling 10-12 hours must be successfully accomplished prior to the Superintendent's approval and the accomplishment of any University Principal Prep Program coursework. Any coursework pre-approved by the District prior to the ratification of this agreement will continue to be eligible for lane movement.
  - (c) Approval of courses will also be subject to the needs of the District as determined by the Superintendent at the time the pre-approval form is submitted.
  - (d) Any Licensed Staff requesting course approval in Frontline Professional Growth must provide alignment of the courses with the District initiative(s) or the District's Strategic Plan.
  - (e) Pre-approval must be obtained in Frontline Professional Growth prior to the first day of class.
  - (f) A grade of "B" or higher must be obtained for each course to be eligible.
  - (g) Credits may also be earned in any of the following ways if pre-approved by the Superintendent:
    - (1) Teaching or taking a LEAD course.
    - (2) Undergraduate and graduate courses that are requested by the Superintendent.
    - (3) Undergraduate and graduate courses that are requested for consideration, with the final approval or disapproval remaining with the Superintendent.
    - (4) Approved workshops and/or LEAD courses, which will be given the equivalent of one semester hour credit for each fifteen hours of attendance. No fee will be charged for in-district credit.
    - (5) Licensed Staff members who have earned the Personalized Education Certificate prior to September 15, 2024, will continue to receive the annual stipend for the duration of their tenure in the district. No Licensed Staff members may earn the Personalized Education Certificate after September 15, 2024. Credits will be audited and certificates will be awarded for the last time as of that date. Any in-district credits not resulting in the earning of the certificate are still eligible to be used as in-district credits toward graduate credit for lane movement.

2. Licensed Staff may move up to two lanes in any given school year. Licensed Staff may request lane movement at two different times during the year. Requests submitted by October 15th, which include necessary documentation of course completion in accordance with this Section, will result in lane movement retroactive to the first payroll for that school year. Requests, which include necessary documentation of course completion in accordance with this Section, submitted after October 15th, but on or before January 15th, will result in lane movement for one-half year, without any retroactive increase in salary. Any request for lane movement submitted after January 15th will not be effective until the following school year.

#### Section B - Insurance

#### 1. Life Insurance

The Board shall provide a term life insurance policy for all full-time Licensed Staff in the amount of \$50,000.00.

#### 2. Health & Dental Insurance

- (a) Full-time Licensed Staff participating in the District's health insurance coverage shall contribute a specific amount for each contract year toward the premium for single health and dental coverage. Beginning with the 2021-2022 school year, these single contributions will increase or decrease annually at the same rate as the District's medical/dental plan for those staff members electing single coverage only, either PPO or HMO. The Board shall pay the balance of the premium for single health and dental coverage for all full-time Licensed Staff, except as provided below. Licensed Staff electing to enroll in an HMO program will be permitted to apply no more than the monthly Board single contribution toward such payment, with any additional amount becoming a payroll deduction. The Board shall pay 70% of the premium for family health and dental coverage for full-time Licensed Staff with four (4) or more years of service in the District who so elect such coverage. Part-time Licensed Staff covered by this Agreement shall receive the same health and dental coverage as full-time Licensed Staff on a prorated basis, with employee contributions also prorated.
- (b) If the District receives notice of an increase in the individual health and dental premiums based on bargaining unit membership of more than five percent (5%) over the prior year's premium, the Administration will inform the Association's President(s) as soon as possible. The Association may convene the Insurance Committee consisting of a mutually agreed number of Association and Administration members to discuss options to change the District's health and dental coverage in order to reduce such premium increases. Additional representatives from employee groups will be invited to participate on the committee. The Insurance Committee shall meet at least twice annually to discuss current information concerning costs and benefits. The Association will thereafter advise the Administration in writing of any approved plan changes and will do so within the time frame established by the District's insurance provider.
- (c) If the final premium for individual health and dental coverage increases by more than five percent (5%) over the prior year premium, Licensed Staff electing such coverage shall pay one-half of the increased cost over five percent (5%), in addition to the base annual contribution.

#### Section C - Leaves

Definition of "Immediate Family" for the purposes of Sick Leave and Bereavement Leave in Section C shall include:

Spouse, Partner
Parents (natural, step, adopted, and in-law)
Children (natural, step, foster, adopted, and in-law)
Siblings (natural, step, adopted, and in-law)
Grandparents (natural, step, adopted, and in-law)

Grandchildren (natural, step, adopted, and in-law) Legal Guardians Members of Household

#### 1. Sick Leave

Annual Sick Leave shall be granted to all full-time Licensed Staff, with unlimited accumulation, as follows:

Number of Accrued Sick Days	Number of Annual Sick Days (Three of which may be used as Personal Business Leave Days)
Less than 35	13
35-69	15
70-99	18
100+	22

Accrued days will be determined on July 1 of each year.

Sick leave shall be defined as it is defined in section 24-6 of the Illinois School Code (105 ILCS 5/24-6). Although medical and dental appointments do not meet the strict definition of sick leave, sick days may be used for this purpose in circumstances where appointments outside work hours are not possible. Every attempt will be made to make annual exam appointments outside work hours and to make use of a half-day sick day if one must be used. The Board may require a physician's certificate after an absence of three (3) days or more for personal illness. The Board may also require a physician's certificate as it deems necessary in other cases, provided the Board shall pay the expenses incurred by any Licensed Staff in obtaining such certificate as a basis for pay during a leave of less than three (3) days. Serious illness in the immediate family shall be interpreted as sick leave.

Licensed Staff who are considered chronically absent may be subject to progressive discipline. Chronically absent is defined as being absent for 10% of the work calendar year outside of FMLA, bereavement, or work injury. Should a pattern of absences emerge, a conversation with Licensed Staff and building administration would occur prior to the imposition of any progressive disciplinary measures.

Licensed Staff in the retirement pipeline, who are considered chronically absent in any of their final four years, will have \$1,000 reduced from their annual allotment for post-retirement insurance benefits for each year in which the chronically absent criteria is reached. The designation of chronically absent will only be made for retirement benefit purposes at the end of the work calendar for each year. As the pattern of absences begins to emerge a conversation with the Licensed Staff member will occur with the Assistant Superintendent for Human Resources and the Assistant Superintendent for Business Services to discuss the impact on retirement benefits.

Part-time Licensed Staff covered by this Agreement shall be entitled to days of sick leave on a prorated basis.

The Board and Association shall cooperate annually in informing Licensed Staff as to the use of Sick Leave.

#### 2. Sick Leave Pool

The Board, in cooperation with the Association, shall establish a Sick Leave Pool on a voluntary basis. The Association shall administer the Sick Leave Pool and shall establish rules for the implementation of the Pool. A copy of the established rules shall be on file in the District Business Office. The Association shall provide to

the District Business Office the names of participating members and the subsequent charges against the Pool. The Association agrees to hold harmless the Board for any claims, damages or other legal actions initiated pursuant to this Section.

#### 3. Bereavement Leave

In the event of the death of a member of the immediate family, including pregnancy loss, failed adoption or surrogacy agreements and/or unsuccessful reproductive procedures, Licensed Staff shall be entitled to up to three (3) days' leave of absence without loss of pay or deduction of accumulated sick leave for each such death. If circumstances require any additional absence due to death, such shall be deducted from accumulated sick leave. Bereavement Leave shall not accumulate in any form. Absence due to bereavement leave will be documented using the normal absence reporting procedures. The District may ask for verification of the need for bereavement leave, if it deems necessary.

#### 4. Personal Business Leave Days

Licensed Staff may have three (3) Personal Business Leave days per year (part-timers will be prorated) that are deducted from yearly sick leave benefits. Personal Business Leave shall be defined as a matter that can be attended to only during the regular school day. (Examples: legal matters, legitimate business, unique family matters, funerals not covered by bereavement leave, etc.) All Personal Business Leave shall be arranged at least three (3) school days in advance with the Superintendent or his/her designee, except in cases of emergency. Personal Business Leave will not generally be granted on days prior to or following vacation periods, holidays, during the first or last five (5) days of the school term or on Licensed Staff institute days except in cases of emergency. If personal leave is denied by an administrator other than the Superintendent, Licensed Staff may appeal to the Superintendent for reconsideration. Final approval of the use of Personal Business Leave shall be at the sole discretion of the Superintendent.

In an emergency situation, the notice requirements set forth above shall not apply. In such emergency situations, Licensed Staff shall as soon as practicable, notify building administration as to the reason they are requesting use of an emergency personal business day(s). Administration shall be responsible for entering the emergency business leave day(s) in the Absence Management system.

The Board and the Association shall cooperate annually in informing Licensed Staff as to the use of Personal Business Leave.

Personal Business Leave shall not be used for license renewal activities or retirement meeting purposes.

#### 5. Professional Leave

Licensed Staff may be granted professional leave for workshops, conferences, or observation of relevant educational programs if approved by the Superintendent. Compensation may be provided to cover some or all costs for travel, registration, and other appropriate expenses. Professional leave days shall not be deducted from Licensed Staff's personal business days or sick leave days. Professional leave also may be granted if Licensed Staff is requested to be a presenter at a workshop or educational conference outside the District. If Licensed Staff is approved by the Superintendent or his/her designee to be a presenter at a professional conference outside District 93 and Licensed Staff receives compensation or an honorarium for said presentation, Licensed Staff will reimburse to the District the honorarium or the cost of the substitute Licensed Staff, if one is hired, whichever is less. It is understood that Professional Leave is granted or denied in a non-precedential manner at the sole discretion of the Superintendent or his/her designee.

#### 6. Jury Duty

Any Licensed Staff called to serve on jury duty shall receive his/her full salary for the time he/she serves on the jury, provided the jury pay received for serving is submitted back to the Board, minus any separate allowance for travel expenses. Notice of being summoned to jury duty must be forwarded to the Superintendent or his/her designee within ten (10) days of service time or the day after receipt of such notice.

#### 7. Leave Days for Association Business

Upon at least three (3) school days written notice to the Superintendent or his/her designee, the Association President(s) or his/her designee shall be allowed up to ten (10) days release time for Association business out of the District on an annual basis, with no more than ten (10) Licensed Staff being gone on any given date. Licensed Staff on approved Association leave shall receive their regular pay. The Association shall reimburse the District for each day used on the basis of the current daily substitute rate in effect on the date of a student attendance day. In the event a Licensed Staff is elected to a state or national office, the District will provide an additional six (6) Association leave days that can be used exclusively for scheduled state or national meetings, with the Association reimbursing the District for each day used on the basis of the current daily substitute rate in effect on the date of each leave day. Additional days of release time for Association business may be granted by the Superintendent.

#### 8. Unpaid Leave of Absence

Licensed Staff may be granted a leave of absence without pay or board-paid benefits, except as required by law, when such absence is deemed beneficial both to the Licensed Staff and the Board of Education. Request for such leave shall be on file with the Superintendent at least thirty (30) days before such leave is to be effective, stating the reason and the period of time for which the leave is requested. Upon receipt of the written request, the Superintendent will respond within ten (10) working days following the decision of the Board at the most recent meeting. It is understood by the parties that non-tenured Licensed Staff may be granted unpaid leave of absence only under unusual and extraordinary circumstances.

#### 9. Child Care Leave

Upon request, tenured Licensed Staff shall be granted leave of absence without pay or board-paid benefits, except as required by law, to care for a newborn baby or a newly adopted child covering a period not to exceed the remainder of the school year in progress upon receiving approval of the Board. An additional year will be considered, if so requested, with the final decision as to approval or disapproval remaining with the Board. Licensed Staff expecting to adopt a child retain the responsibility of informing the Superintendent of such intention and to work out an ending date for the anticipated leave request in advance in order to provide adequate information to the Board when the leave request is placed on the agenda. Licensed Staff returning to full-time employment shall be placed in accordance with School Code.

#### 10. Family and Medical Leave Act (FMLA)

Eligible Licensed Staff are also entitled to leave in accordance with the Family and Medical Leave Act. (Refer to Board Policy 5:185 and Administrative Procedure: FMLA).

#### 11. Sabbatical Leave

School District 93 provides a sabbatical leave-of-absence program for professional licensed full-time tenured employees.

On the recommendation of the principal and the Superintendent, the Board of Education may permit members of the professional staff to take sabbatical leave for the purpose of self-improvement and benefit to the school system through study or research, if approved by the Board.

The Board of Education of District 93 hereby establishes sabbatical leave as of the first semester of 1964-65. It is understood that the Board of Education, upon recommendation by a principal and the Superintendent, may make exceptions in individual cases where circumstances warrant.

#### (a) Term

The term shall be one school year and shall begin the first day of school.

#### (b) Salary

Licensed Staff on leave shall receive either minimum salary as provided by Section 24-8 of the <u>Illinois School Code</u> or one-half (1/2) of the basic salary he/she would have received had he/she remained in the school, whichever is greater. The Board shall also pay the employee's contribution to the Teachers' Retirement System required of such person for the year immediately prior to leave.

#### (c) Eligibility

Faculty members who have served District 93 for seven (7) or more years shall be eligible. Faculty members who have had one sabbatical leave shall be eligible again after teaching seven (7) full years after the first sabbatical leave. This does not mean that one is entitled to leave as a right; he/she is eligible for consideration based on the value to the school of his/her plans for his/her leave.

#### (d) Purpose

The purpose of the leave will be for the general improvement of Licensed Staff and may include such purposes as (1) to study scholarly pursuits, and (2) to travel as approved by the Superintendent and the Board of Education.

#### (e) Application

The Licensed Staff's application shall be in writing and shall specify the purpose of the leave, the plans the Licensed Staff has for the leave, and in general, the manner in which the leave shall be used.

#### (f) Approvals Necessary

A Licensed Staff's application must be approved by his/her principal, the Superintendent, and finally, the Board of Education before it becomes effective.

#### (g) Date of Applications

Application for leave for the following year shall be in the Superintendent's hands by March 1.

#### (h) Prohibitions

If Licensed Staff plans any type of employment during this sabbatical leave, he/she must clearly state this fact with the Superintendent when applying for the sabbatical. The purpose of this is to avoid any kind of employment which might interfere with the purpose of the sabbatical.

#### (i) Scholarships

Licensed Staff on sabbatical leave may accept scholarships. A scholarship recipient may be granted a leave provided that the salary paid by the District shall be limited to an amount specified in Section (b) of this policy.

#### (j) Return to District 93

Before such a leave is granted, tenured Licensed Staff accepting the sabbatical leave must agree, in writing, to return to teach full-time in District 93 for at least one year following the sabbatical leave or must return the salary paid to him/her during said leave.

#### (k) Return to Status

Upon expiration of such leave and presentation of evidence satisfactory to the Board of Education showing compliance with the conditions of the leave, Licensed Staff will return to his/her department with an assignment as nearly equivalent as possible to that which he/she occupied in District 93 before the leave. The leave will be considered to be one year's contractual continued service. The returning Licensed Staff shall submit a typed report to the Superintendent covering his/her accomplishments during the sabbatical leave, along with educational recommendations, if any, for the District to review. The report will be reviewed with the Board by the Superintendent. The report shall be submitted within 30 days of returning to the District.

#### (l) <u>Limit on Number Eligible</u>

No more than one of the faculty may be granted leave in any one year.

#### (2) Priority of Application

Other things being equal, priority shall be given to Licensed Staff requesting leave according to the purpose of their leave as follows: (1) study and professional improvement, (2) travel combined with study, and (3) other purposes.

#### 12. Military Leave

Any Licensed Staff who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Board during a period not to exceed the remainder of a school year or up to six months, whichever is greater when the affected Licensed Staff is called to active duty in defense of their country.

#### Section D - Travel Reimbursement

Licensed Staff who are required to travel as a condition of employment shall be reimbursed on a monthly basis at the approved IRS rate for each school year. District forms must be filled out and filed with the business office monthly. Those persons filing forms by the first day of the month will receive a check by the 15<sup>th</sup> day of the month. Mileage will also be paid for attendance at required meetings outside of the District, provided it has been pre-approved by the Superintendent or his/her designee.

#### Section E - Notice of Benefit Status

At the beginning of each school year, the administrative office shall provide each Licensed Staff, part-time and full-time, with the following information:

- (1) Total number of accumulated academic hours.
- (2) Current status on salary schedule step and lane.

#### Section F - Teachers' Retirement System

The Board shall remit for each Licensed Staff the required amount due pursuant to the Compensation Schedules to the Teachers' Retirement System to be applied for the retirement account of such Licensed Staff (rather than the survivors' annuity account). It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. Licensed Staff have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

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

The Association and each Licensed Staff will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of a faithful payment of contributions to the Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action, or suit shall assert liability of the Board and/or the Association or shall be settled or compromised in any manner without the express written consent of both parties.

The Association agrees it will not contend at any time in the future that said contribution is not the equivalent of salary, and in comparing salary schedules, said contribution shall be considered as if it were part of the salary schedules.

#### Section G - Method of Payment

- 1. Licensed Staff will be paid on the basis of 24 paychecks covering a full year of service to the District. The 24 paychecks cover the period beginning on the first official day of each school year and terminating with the final check being issued in August. All Licensed Staff hired after July 1, 2021, will participate in the District's direct deposit program and will be paid on the basis of 24 paychecks. Extra duty compensation will be paid as follows:
  - (a) The entire payment for any stipend position will be made in the first pay period immediately following the conclusion of the activity.
  - (b) The first payment for any year-long activity will be made in the second pay period in December of the current school year and the final payment will be made in the first pay period immediately following the conclusion of the activity.
  - (c) The entire payment for any one-time activity or hourly activity will be made in the first pay period immediately following the conclusion of the activity. Time sheets will be kept for hourly activities.

#### Section H - Retirement Enhancement Program

1. Any Licensed Staff who meets the following eligibility requirements may elect to participate in the retirement enhancement program.

#### 2. Eligibility

Eligible Licensed Staff shall include those who have rendered at least 15, 20, or 25 years of full-time service to the District and who have elected to retire under provisions of the Teachers' Retirement System of the State of Illinois. Service shall be measured as of the end of the school year in which written notice of retirement is delivered to the District. Benefits for each level of years of service are described in the Benefits Section below.

#### 3. Notice

- (a) Eligible Licensed Staff must give written notice to the Superintendent of his/her intent to retire by May 1 of the first school year for which the Licensed Staff desires benefits. Any retirement under this Program must be effective at the end of a school term (i.e., the last day of Licensed Staff attendance).
- (b) Once written notice is given in accordance with this Retirement Enhancement Program, Licensed Staff retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning. The Board may, however, waive the irrevocability of a Licensed Staff retirement election, under extenuating circumstances beyond the control of the Licensed Staff.

#### 4. Benefits

(a) Eligible Licensed Staff shall receive an increase in creditable earnings for up to four years, depending upon the year notice is given, as follows:

If notice is given by May 1 of the fourth (4<sup>th</sup>), third (3<sup>rd</sup>), second (2<sup>nd</sup>), or final year of employment, Licensed Staff will receive a total increase in creditable earnings equal to:

- 1. If Licensed Staff has fifteen (15) years of full-time teaching service with the District, an annual 4.25% enhancement will be implemented after the retirement election is made;
- 2. If Licensed Staff has twenty (20) years of full-time teaching service with the District, an annual 4.75% enhancement will be implemented after the retirement election is made:
- 3. If Licensed Staff has twenty-five (25) years of full-time teaching service with the District, an annual 5.25% enhancement will be implemented after the retirement election is made.
- (b) Creditable earnings shall mean all TRS creditable earnings including salary (inclusive of step and lane movement), payment for extracurricular duties, stipends, and retirement benefits. The Licensed Staff creditable earnings shall thereafter be increased by 4.25%, 4.75%, or 5.25% depending on their years of service with the District, of 15, 20, or 25 years compounded in each remaining school year of employment in lieu of any other increase for one, two, three, or four years. If other increases in creditable earnings, due to extra duty compensation, would cause the 6% maximum to be exceeded, the Licensed Staff final paycheck(s) will be reduced as necessary so that the sum of all increases shall not result in more than a 6% increase over the Licensed Staff previous year's TRS creditable earnings.

**Note:** Licensed Staff applying for the benefits under b. above is no longer paid on the salary schedule. No further lane or step change will occur regardless of experience or coursework.

Once Licensed Staff has submitted his/her intent to retire, the Licensed Staff is expected to continue to perform the extra duty work which is included in the overall creditable earnings on which the final years' increases are based. If the Licensed Staff elects not to continue the extra duty work, his/her creditable earnings will be reduced by the amount of the discontinued extra duty work.

- Unused sick leave reimbursement Full-time Licensed Staff retiring at age fifty-five (55) or older and having twenty (20) or more years of creditable T.R.S. service (minimum of 10 years in District 93) who selected to participate in the Enhancement Program will be reimbursed for accrued sick leave days greater than one hundred seventy (170) days up to and including three hundred forty (340) days based upon the following formula: Total Accrued Sick Leave Days Beyond 170 such days up to and including 340 such days multiplied by Eighty percent (80%) of the Current Daily Substitute Rate. The amount shall be made available in a separate check and paid to the Licensed Staff after the final paycheck of the year of retirement only if the payment would not be treated as credible earnings by the Teachers' Retirement System. For example: at retirement a Licensed Staff member with 200 accrued sick days will be paid for 30 days times 80% of the current daily substitute rate (200-170=30).
- (d) The Board shall also pay a contribution towards post-retirement medical insurance expenses for five (5) years following retirement, in the amount of \$3,500.00 per year for those retirees participating in the Teachers' Retirement System medical plan or another medical plan other than that offered by the District.

#### **Section I- General Provisions**

- (a) The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement to amend Section 16-158(f) of the Illinois Pension Code [40 ILCS 5/16-158(f)] (i.e., "6% penalty" provision), the parties agree to meet within thirty days of the passage of the legislation to negotiate the impact of such legislation.
- (b) It is the intent of the District to maintain Licensed Staff extracurricular duties so that there will not be a diminishment in Licensed Staff creditable earnings in the remaining years of employment, provided that Licensed Staff performance in the assignment is considered acceptable. If there are changes in the needs of the District which cause a discontinuation of Licensed Staff extracurricular duties, the District will make a good faith effort to offer the affected Licensed Staff a comparable extra duty assignment, so as to maintain the Licensed Staff creditable earnings. Regular stipend positions (e.g. coaching) are more likely to continue from year to year than hourly duties, including committee assignments, which may vary considerably from year to year. The District is not obligated to compensate Licensed Staff for an extra duty if there is no alternative extra duty assignment available or if Licensed Staff is not reassigned due to performance issues.
- (c) Creditable earnings for Licensed Staff electing to retire and receiving the benefits of the retirement program shall generally not be increased through new extra-curricular assignments unless such additional earnings are exempt from TRS surcharges/penalties.
- (d) Assigning or reassigning Licensed Staff to extra-curricular duty remains discretionary with the Board.

#### **ARTICLE III**

#### **WORKING CONDITIONS**

#### Section A - Definition of School Year

For each school year of this Agreement, the Licensed Staff year will consist of 185 days, of which no more than four (4) are institute days and five are emergency days; days in session and days of institute, not to exceed five (5), must be equal to 180 days. First year Licensed Staff shall have an obligation of up to five (5) additional days as scheduled by the Administration and the CSEA Leadership. If by April 30, the District has not had to close school for emergency reasons, the Superintendent will recommend the Board to consider closing the school year earlier as per the amount of days remaining in the emergency category. The final decision shall remain with the Board of Education.

Student attendance days added, beginning with the 2001-2002 school year, shall be counted toward the minimum school term as required in the <u>School Code</u>, should that term be increased by the General Assembly.

The district level administration will determine and review the training activities and schedules for district level Institute Days.

Building level administration, in collaboration with the Building Leadership Team (BLT), will determine and review the training activities and schedules for building level Institute Days.

The Board of Education, upon recommendation of the Superintendent, may adjust the above guideline in an emergency situation, energy situation, and/or impact from mandated changes as required by Federal, State, and/or Local laws and/or regulations. Written notification will be given to the President of the Association under such circumstances.

If a building is considered hazardous to the health and welfare of its members, staff shall be relocated to an alternate site per the direction of the Superintendent/designee. If Licensed Staff are dismissed for the day, this will be without loss of pay or benefits.

Licensed Staff will have a duty-free, uninterrupted lunch period daily. Duty-free lunch periods will be the same length at each Elementary (K - 5) building. Duty-free lunch will be the same length at each Middle School, but may be different than the Elementary period.

At the end of each school year, the administration and staff will collaboratively develop a schedule that determines the type, date, and time of the day of each meeting affecting that building. This schedule will be sent to the Superintendent prior to June 1 of each year for the following year. The CSEA and administration will continue to collaborate on the building schedules for students and staff. The final decisions to set meetings and building schedules, rests with the administration, including additional meetings as necessary.

#### **Section B - Vacancies and Transfers**

- 1. Any Licensed Staff may apply for transfer to another building, grade level, subject area, or position. Such application shall be in writing to the Superintendent by March 1. If, however, a previously canceled program is reinstated, a new program is created, or a position becomes available after March 1, Licensed Staff will be notified by electronic posting and may apply for such positions within five (5) working days of the date of the written notification. Upon request, HR will provide all personnel interested with an email whenever a position becomes available.
- 2. The Assistant Superintendent for Human Resources shall publicly post a dated notice of all licensed vacancies as they occur or as they are anticipated. Between March 1 and June 1 all Licensed Staff will be emailed a list of all

licensed vacancies each week. Such notice shall be accompanied by a statement of minimum qualifications. Except as stated in paragraph 4, no vacancy shall be filled, except temporarily, until such vacancy has been posted ten (10) days in the schools. Interested, tenured qualified District Licensed Staff shall be interviewed and have preference over outside applicants for bargaining unit positions, when qualifications are equal, as determined by the Superintendent.

A vacancy is defined as a position that becomes available after it is determined by the Superintendent or his/her designee that the position isn't going to be offered to tenured Licensed Staff on RIF status, Licensed Staff returning to full time from job share status, or returning Licensed Staff from a Board approved leave.

- 3. Vacancies will be filled according to the following procedures:
  - (a) All qualified internal applicants will be interviewed for a position. Interviews will be scheduled by the administration. At Administration's discretion, interviews may only be granted once per school year for the same position (e.g. grade level or team).
  - (b) Qualified is defined as meeting all criteria listed on the job posting.
  - (c) The employer will notify all applicants of the decision prior to public announcement.
  - (d) An internal applicant may request a meeting to be informed of the reason why he/she was not awarded the position.
- 4. Vacancy postings in the summer months shall be emailed to all Licensed Staff and held open for a minimum of five (5) days except in the following circumstance: If the District makes contact with any Licensed Staff who has expressed an interest in a new position and the District has been informed by the Licensed Staff that he/she has no interest in the posted position, then the five (5) day summer posting period shall be waived. Vacancies that occur during the month of August may be filled prior to close of the posting period.
- 5. When an involuntary transfer between schools is being considered by the Administration, the strengths and preferences of the affected Licensed Staff will be considered. Volunteers will be sought before the Administration makes involuntary transfers. If requested in writing, a meeting shall be held between the Superintendent or his/her designee, the principals of the two schools, and the affected Licensed Staff to discuss the transfer. Licensed Staff has a right to local Association representation at the stated meeting. The final decision on all involuntary transfers remains with the Administration. Licensed Staff will be provided the reasons/rationale for the involuntary transfer decision. Whenever possible, Licensed Staff shall be notified of involuntary transfers in-person for the subsequent school year by May 1<sup>st</sup> of the current school year.

#### Section C - Class Size

#### 1. Class Size Guidelines

The Board and Association recognize and believe in the philosophy of maintaining reasonable class sizes whenever possible. The parties agree to work together in an attempt to resolve problems as they arise.

#### Section D - Reduction of Personnel

#### 1. Notice

After the Board officially has knowledge of an anticipated reduction in force of personnel, the Association will be notified verbally (confirmed in writing) within 48 hours.

Illinois School Code Section 24-12, Reduction in number of tenured faculty members.

#### 2. Procedure

If removal or dismissal results from a decision of the Board to decrease the number of Licensed Staff employed by the Board or discontinuance of some particular type of teaching service, such removals or dismissals will be accomplished in accordance with Section 24-12 and other applicable sections of the School Code.

- (a) Annually, the District will establish an Honorable Dismissal List based on a categorization of each Licensed Staff into one or more positions for which Licensed Staff is qualified to hold, based upon legal qualifications, licensure, endorsements, and any other qualification established in a District job description, on or before May 10th prior to the school year during which the sequence of dismissal is determined. Copies of the list will be distributed to the Association at least seventy-five (75) calendar days before the end of the school term.
- (b) On the Honorable Dismissal List, Licensed Staff will be "grouped" as follows:
  - Group 1 will consist of each non-tenured Licensed Staff who (i) has not received a summative performance evaluation rating, (ii) is employed for one school term or less to replace a Licensed Staff on leave, or (iii) is employed on a part-time basis;
  - Group 2 will consist of Licensed Staff with a "Needs Improvement" or "Unsatisfactory" summative performance evaluation rating on either of the last two performance evaluation ratings;
  - Group 3 will consist of Licensed Staff with a summative performance evaluation rating of at least "Satisfactory/Proficient" on both of the last two (2) summative performance evaluation ratings, if two (2) ratings are available, or on the last summative performance evaluation rating, if only one (1) rating is available unless the Licensed Staff qualifies for placement into Group 4;
  - Group 4: Group 4 will consist of Licensed Staff whose last two (2) summative performance evaluation ratings were "Distinguished/Excellent" as well as Licensed Staff with two (2) "Distinguished/Excellent" summative performance evaluation ratings out of the last three (3) summative performance evaluation ratings, with a third rating of "Satisfactory/Proficient."

#### (c) Order of Dismissal

Among Licensed Staff qualified to hold a position, Licensed Staff must be dismissed in the order of their groupings, with Licensed Staff in Group 1 dismissed first and Licensed Staff in Group 4 dismissed last.

- (1) Within Group 1, the sequence of dismissal is at the sole discretion of the District.
- (2) Within Group 2, the sequence of dismissal is based on the average of the last two (2) summative performance evaluation ratings, if two ratings are available, or the last summative performance

evaluation rating if only one rating is available. The average is calculated using the following numeric values; 4 for "Distinguished/Excellent"; 3 for "Satisfactory/Proficient"; 2 for "Needs Improvement"; and 1 for "Unsatisfactory." (Licensed Staff with the lowest average performance evaluation shall be dismissed first. Licensed Staff with the same average performance evaluation rating shall be dismissed based on seniority, with Licensed Staff with a shorter length of continuing service with the District dismissed first).

(3) Within Groups 3 and 4, the sequence of dismissal is based on licenses, qualifications, and seniority, with Licensed Staff that have a shorter length of continuing service with the District dismissed first.

#### (d) Seniority

Seniority (length of continuing service) means the period of continuous full-time employment with Community Consolidated School District 93 in a position that is within the bargaining unit.

The following employment, when it interrupts full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority:

- (1) Non-bargaining unit employment (except administrative experience in the District);
- (2) Non-paid leave of absence;
- (3) Part-time employment;
- (4) Employment for summer school, evening school, or other temporary positions (this does not mean temporary assignment to a position which is in the bargaining unit).

If two or more Licensed Staff otherwise have equal status in defining "Continuous Service Record" and one or more is to be dismissed as a result of a reduction in personnel, the decision will be determined by, in order:

- (1) Date of hiring;
- (2) Total teaching experience;
- (3) Highest earned degree, plus earned approved hours beyond the degree;
- (4) Recommendations of the Superintendent.

#### (e) Notice to Licensed Staff

Written notice will be given to Licensed Staff by certified mail by April 15th of the school term together with a statement of honorable dismissal and the reason therefore.

#### 3. Licensed Staff on Leave of Absence

Licensed Staff who have entered upon contractual continued service and who are on a leave of absence will be subject to the foregoing reduction in force requirements.

#### 4. Recall

Any Licensed Staff whose active employment has been terminated pursuant to Section 2 and Section 3 above will have recall rights as follows:

- (a) If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available will be tendered to the Licensed Staff who were in Group 4 and then in Group 3 and who are qualified to hold such position, based upon legal qualifications and any other qualifications established in a District job description on or before May 10th prior to the date of the position becoming available.
- (b) If the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term, the positions thereby becoming available will be tendered to Licensed Staff who were in Group 2 due to one "needs improvement" rating on either of the last two performance evaluation ratings, provided that if two ratings are available the other performance evaluation rating used for grouping purposes is satisfactory, proficient or excellent, and are qualified to hold the positions based upon legal qualifications and any other qualification established in a District job description on or before May 10<sup>th</sup> prior to the date of the position becoming available.
- (c) Licensed Staff from Group 4 will be eligible for recall in reverse order of termination. Then, Licensed Staff from Group 3 will be eligible for recall in reverse order of termination. Then qualifying Licensed Staff from Group 2 will be eligible for recall in reverse order of termination.
- (d) All Licensed Staff terminated in a reduction in force are responsible for keeping the Superintendent's office informed of their current contact information.
- (e) If a decision is made to recall Licensed Staff, the affected Licensed Staff will have ten (10) business days to respond, with the timeline beginning on the date the notification was sent by certified mail to the Licensed Staff.
- (f) Any Licensed Staff who fails to respond to a position by a proper notice will be removed from the recall list.
- (g) Recalled Licensed Staff will be reinstated with no loss of seniority, tenure rights, accumulated sick leave, or salary schedule position.
- (h) This section is intended to be consistent with existing School Code provisions relating to recall procedures. In the event of amendments to (or conflicts with) the relevant School Code provisions, this section shall be superseded and the School Code provisions shall control.

#### Section E - Plan Time

Personal Plan time is considered to be part of the normal school work day. Therefore, Licensed Staff shall be able to devote this time to the many requirements necessary to make a student's school day successful. The Board, Administration, and Association recognize the need for adequate Personal Plan Time.

Building administration reserves the right to attend team meetings during plan time. It is understood that new learning may occur during team plan time.

#### Early Childhood:

Early Childhood Licensed Staff shall be scheduled for, within a typical five-day week, four (4) personal plan times totaling 200 minutes.

Early Childhood Licensed Staff shall receive, within a typical five-day week, 50 minutes of Team Plan Time if scheduling and resources permit. Team agendas and minutes shall be prepared and available for review by building administration. No more than two Team Plan Times per month shall be guided by building or district Administration.

In the event of a shortened week (less than 5 days) Licensed Staff will retain their Personal Plan Times.

If a situation arises in which a schedule within a typical five-day week will not permit the aforementioned personal or team plan times, a conversation may be held between the affected Licensed Staff, his/her association representative, and the building principal to develop a reasonable solution.

#### Elementary:

Elementary school Licensed Staff shall be scheduled for, within a typical five-day week, four (4) Personal Plan Times totaling 190 minutes. (200 minutes 2025-2029)

Elementary Licensed Staff shall receive, within a typical five-day week, 50 minutes of Team Plan Time if scheduling and resources permit. Team agendas and minutes shall be prepared and available for review by building administration. No more than two Team Plan Times per month shall be guided by building of district Administration.

In the event of a shortened week (less than 5 days) Licensed Staff will retain their Personal Plan Times.

If a situation arises in which a schedule within a typical five-day week will not permit the aforementioned personal or team plan times, a conversation may be held between the affected Licensed Staff, his/her association representative, and the building principal to develop a reasonable solution.

#### Middle School:

Middle school Licensed Staff shall receive, within a typical five-day week, five (5) Personal Plan Times totaling 190 minutes and five (5) Team Plan Times totaling 190 minutes. Two team plan times may be combined on one day in order to provide for more effective use of team plan time, but the overall number of team plan times in any week shall not exceed the number of workdays in that week. Team agendas and minutes shall be prepared and available for review by building administration. No more than two Team Plan Times per month shall be guided by building or district administration. (200 minutes 2025-2029)

If a situation arises in which a schedule within a typical five-day week will not permit the aforementioned personal or team plan times, a conversation may be held between the affected Licensed Staff, his/her association representative, and the building principal to develop a reasonable solution.

The Board of Education reserves the right to adjust these parameters as educational needs may require. The Board shall advise the CSEA of any contemplated changes. Upon request, the Board will bargain with CSEA over the decision to make changes and, if changes are made, the impact of the changes.

#### Section F - Licensed Staff Work Day

For the 2024-2025 School Year, the current contract language will remain intact for the Licensed Staff work day.

The work day for all Licensed Staff will begin fifteen (15) minutes before the designated start time for the students. The day will end when a Licensed Staff member's professional responsibilities are concluded after students are dismissed.

Beginning with the 2025-2026 school year and through the end of this contract the following language will exist regarding Licensed Staff work day.

The Licensed Staff workday will be defined at each building level.

#### At the Early Childhood Center:

- 8:00 a.m.- until professional responsibilities are concluded after students are dismissed
- Student attendance 8:15 a.m. 3:00 p.m. Monday through Friday
- Morning session 8:15 a.m. -10:50 a.m.; Afternoon session 12:25 p.m. -3:00 p.m.
- Student attendance hours will remain the same on half- day in-service dates but will alternate AM/PM on those six dates. Staff will have 3 AM in-service days (a duty-free lunch follows AM in-service) and 3 PM in-service days. (duty free lunch is prior to the PM in-service) Professional development will begin at 8:15 a.m. and 12:45 p.m. on alternating in-service days.
- Students' attendance in the AM or PM sessions will remain the same.

#### At the Elementary Schools:

- 8:30 a.m.- until professional responsibilities are concluded after students are dismissed
- Student attendance 8:45 a.m. 3:30 p.m. Monday through Friday
- Half-day in-service dismissal will be at 12:00 p.m. and professional development will begin at 1:15 p.m. and end at 3:30 p.m.

#### At the Middle Schools:

- 7:45 a.m.- until professional responsibilities are concluded after students are dismissed
- Student attendance 8:00 a.m. 3:00 p.m. Monday through Friday
- Half-day in-service dismissal will be at 11:15 a.m. and professional development will begin at 12:45 p.m. and end at 3:00 p.m.

Except in circumstances outlined in Article III Section G- Meeting Flexibility

#### Section G - Meeting Flexibility

The CSEA and Board acknowledge that numerous reasons exist for Licensed Staff to meet outside of the work day. These include, but are not limited to staff meetings, SST, five-minute check-in meetings for BIPs, Tier meetings for PBIS, building-based committee meetings, and MTSS five-minute check-ins.

The start time for meetings will be determined by majority rule, not unanimous expectation. This will be the expectation for SST and building-based committee meetings at all levels and staff meetings at the elementary and early childhood levels. At the middle school level, monthly staff meetings will remain on Monday afternoons due to extracurricular activities and the early start time. It is the responsibility of Licensed Staff members to attend staff meetings. If a staff member cannot attend a staff meeting it is expected they will communicate the reason in advance to their administrator. There will be no consequence for not being able to attend a staff meeting. It is the responsibility of the Licensed Staff member to review the meeting notes. If missing a staff meeting becomes a recurring concern, there will be a conversation between the administrator and the Licensed Staff member on a case-by-case basis.

Staff meetings are used to provide valuable information to all staff members at the same time in a manner that requires collaboration and discussion or would generate significant questions. Staff meetings are not professional development. These meetings are an opportunity for Tier committees related to PBIS to share out information monthly and solicit feedback. In addition, staff meetings are an opportunity for staff members to share celebrations, have discussions, and

PDSA practices and set goals. A calendar of staff meeting dates for the year will be set in advance and shared with staff members. The expectation would be that an agenda would be shared with staff members 24 hours before the meeting. The length of time required to cover the agenda items should not exceed 45 minutes, notwithstanding the good of the order portion of the meeting. This may be covered in one meeting (after school) or potentially two shorter meetings (before school) within a month. No staff meeting should begin earlier than 8:00 a.m. for elementary level Licensed Staff. However, there is no minimum expectation of time. If agenda items are completed, staff members may be excused to value everyone's time.

Voluntary staff meetings may be called at any time when important information needs to be shared. These are not mandatory and at the discretion of the administration.

#### Section H - Professional Development

For the 2024-2025 School Year the following language will remain intact.

The Professional Development Committee is an advisory committee, which has the authority to recommend how and when the professional development is going to be implemented. The District Administration is authorized through the Board of Education to determine how and when professional development is going to be implemented. The committee will be comprised of the Assistant Superintendent for Teaching, Learning & Innovation, four administrators, and five Licensed Staff members (comprised of one middle school, one intermediate, one primary, one early childhood, and one specialist) from the CSEA. Licensed Staff members on the PD committee will be selected by the CSEA leadership. Monthly meetings will occur after school throughout the school year with two additional meetings during the summer. The committee will continue to make its recommendations by consensus.

- The mission of Professional Development is to foster an environment whereby Licensed Staff can improve their craft through collaboration, reflection, and relevant experiences.
- The District, with input from the Professional Development Committee, will make every effort to provide our Licensed Staff with opportunities to work as colleagues, collaborate with teams to analyze data, interact regularly, and continuously learn to meet students' academic and social emotional needs.

The Professional Development Committee will have the following responsibilities:

- Determine the calendar for school collaboration
- Determine the offerings for cross-District collaboration
- Determine the schedule for Collaboration Mondays
- Professional Development will be a focus of the District's strategic plans and objectives. If new federal or state mandates are established, Professional Development will also focus on these mandates
- The District along with the Professional Development Committee will make every effort to differentiate Professional Development.

Collaboration Mondays	Frequency
Admin/District PD	Twice a month
School Collaboration	1-2 times a month
(Teams, Grade Level, or Content)	(Dependent on Monday Holidays)
Cross-District Collaboration	3 times a year

Beginning with the 2025-2026 School Year the Professional Development Committee will be disbanded. Decisions regarding professional development offerings will be made by district-level administrators with input from CSEA leadership regarding district-level topics and themes. Curriculum Committees will continue to assist the district with curricular rollout.

Building-level topics will be determined by building administrators with input from Building Leadership Teams/Instructional Leadership Teams.

As allowed by ISBE through calendar guidance, the district will implement half-day in-service days for school improvement and professional development for Licensed Staff. Throughout the work calendar, six half-day in-service days will be used. On these days, students will dismiss early and Licensed Staff will be provided their forty-minute duty-free lunch followed by in-service. The in-service time will consist of two hours and fifteen minutes. At the elementary and middle school level, this time will be after student attendance. At the early childhood level, AM and PM students will alternate attending on these days for equity of time's sake.

It is the intent of the CSEA and the Board that professional development is relevant, timely, meaningful, productive, data-driven, useful, differentiated and responsive to the needs of Licensed Staff and readily applicable in classrooms so that it meets the needs of students immediately.

The professional development during in-service time may take numerous forms. These forms may include:

- Cross-district meeting of content, grade level or department staff
- Building- based review of data to support SIP goal setting, best practices or future assessments
- Building-based professional development around SIP goals
- District-based professional development around district topics, themes and/or curriculum rollout
- Licensed Staff presenting to peers on a variety of topics relevant to best practice

Of the six in-services no more than half may be district focused. An agenda will be created and shared before each inservice. The expectation would be that the agenda is shared with Licensed Staff twenty-four hours in advance. An in-service can be split in time to accommodate more than one focus such as half of the time being devoted to building-based topics and half devoted to cross-district meeting time or district-based topics.

The change to professional development in-services does not affect the ability of building or district Administration to guide Team Plan Time as described in Article III Section E- Plan Time.

#### Section I - Securing Substitute Licensed Staff

When Licensed Staff is unable to be in school on a given day, it is the responsibility of Licensed Staff to submit the absence to Frontline Absence Management no later than 6:30 a.m. of the day that the Licensed Staff is unavailable for middle school and early childhood level and 7:00 a.m. for elementary level Licensed Staff. In addition, Licensed Staff who will be absent more than one day shall call their building secretary on the day of the absence by 3:00 p.m. so that the substitute may be dismissed or assigned for the next day. Licensed Staff may request a particular substitute in order to give continuity to the school program.

#### Section J - Personnel Files

Only one official personnel file shall be maintained. Upon giving reasonable notice of at least one (1) workday, Licensed Staff may review his/her personnel file, excluding credentials and letters of recommendation, with an administrator or designee present. Every Licensed Staff shall be given a copy of any material added to his/her official personnel file.

#### Section K-Progressive Discipline

#### 1. Statement of Basic Principles

1. The District recognizes the use of progressive discipline where, in the sole discretion of the Superintendent, progressive discipline is appropriate.

- 2. Any Licensed Staff who is disciplined shall, other than in the case of discharge pursuant to sections 24-11 and/or 24-12 of the Illinois School Code, have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Any Licensed Staff who is disciplined may write a response to any disciplinary documentation placed in the personnel file in accordance with applicable law.
- 3. Notwithstanding anything in this Agreement to the contrary, the Board shall not be required to utilize or exhaust any and/or all of the steps of progressive discipline. Nothing herein shall in any manner whatsoever modify, limit, or restrict the Board's rights and/or obligations under Articles 24-11 and/or 24-12 of the Illinois School Code.

#### 2. <u>Disciplinary Steps</u>

In the event that the Superintendent in his/her sole discretion determines that progressive discipline is appropriate, the steps include:

- 1. Verbal Warning (memorialized in writing)
- 2. Written Warning
- 3. Suspension (with and/or without pay)
- 4. Termination

Licensed Staff shall have the right to be accompanied by an Association Representative at any meeting or hearing involving potential disciplinary action.

#### Section L - Use of District Facilities by Association

The Association shall utilize the district-approved electronic format to request use of district facilities. Approval will be granted provided this does not interfere with normal school operations.

For a predetermined fee and with administrative approval, equipment, including computers, printers, and other district technology may be used.

The Association will make every reasonable effort to use their own bulletin board for posting CSEA-related information. The Association may post meeting notices and directions in other locations, but must remove such notices after said meetings.

#### Section M - Information to Association

The Board shall furnish the Association President(s) with the following documents:

- (1) Agenda of Board meetings
- (2) Official (approved) minutes of Board meetings and approved resolutions
- (3) Board Policy Manual, Administrative Procedures Manual, and Job Description Manual
- (4) Annual auditor's report as requested
- (5) Current adopted budget and proposed budget manual
- (6) Ouarterly budget summary as requested
- (7) Agendas of committee meetings of the Board
- (8) Committee minutes after reviewed by the Board as requested

#### Section N - New Licensed Staff Information to Association

The Board shall provide the Association with the names of new Licensed Staff after official Board action has taken place to hire them.

#### Section O - Job Sharing

Full-time tenured Licensed Staff may apply for participation in the Job Share Program. Application forms may be obtained from the building principal or staff website. Job Shares are between two individuals at 50% time. Applications for the Job Share Program for the following school year shall be submitted first to the building principal at the location at which the Job Share will take place, by February 1 of the year preceding the beginning of the proposed Job Share arrangement. With input and approval of the building principal, applications then shall be forwarded with recommendations to the Superintendent no later than March 1. The Superintendent shall approve or disapprove the proposed Job Share arrangement by May 15. If approved by the Superintendent and the Board of Education, each of the two participating Licensed Staff shall receive 50% of his/her salary and benefits as per the established schedule. Sick leave and personal leave shall be granted on a pro-rated basis. Advancement on the salary schedule shall be made only after the Job Share participant has been in attendance the equivalent of a full year's employment, (i.e., a minimum of 120 full-time equivalent working days).

Participants shall maintain their tenure rights. In addition, they shall accrue seniority in proration to the amount of time worked. Licensed Staff in a Job Share position may return to full-time teaching only at the beginning of a school year, provided he/she has notified the Superintendent or designee in writing prior to March 1 of such interest and provided a position is available for which the returning Licensed Staff is licensed and qualified. Licensed Staff working in a shared position under this agreement must re-apply prior to March 1 each year if they wish to continue in the Job Share Program. Such reapplication shall include feedback on effectiveness from parents, the principal, and team members.

In the event the employment of participating Licensed Staff ceases during a school term for any reason, the Superintendent or designee shall have the right to return the remaining participant to full-time status. The remaining Licensed Staff must accept the full-time position or resign.

The District reserves the right to limit the number of participants in the Job Share Program and will approve no more than one Job Share position per building under 500 in enrollment and no more than two Job Share positions in buildings with enrollments exceeding 500. No person shall exceed six years in the Job Share Program. These limitations may be waived by the Superintendent on a case-by-case basis.

#### **Section P-Staff Safety**

- 1. Licensed Staff and students are entitled to a positive and productive learning environment. The district recognizes the lawful right of Licensed Staff to be free from threats of violence. The Board and district administration regard the safety of Licensed Staff as a matter of significant importance. Licensed Staff and the district agree that referrals for student misconduct will be reported and entered into the district's data system and that Licensed Staff who report misconduct in good faith will not be subject to retaliation by the district.
- 2. Licensed Staff will continue to identify and support students with social-emotional needs in accordance with applicable laws and Board policies aligned with systems currently in place district-wide.
- 3. The District Threat Assessment Team includes Licensed Staff. The CSEA will appoint Licensed Staff to fill the appropriate positions on the team.
- 4. Licensed Staff have a right to file a police report if they believe that an assault and/or battery has occurred.

5. For the purposes of this section Battery and Assault shall be defined as set forth in the Illinois criminal code. Student Discipline shall be defined as set forth in the Illinois School Code.

Battery is defined in the Illinois Criminal Code 720 ILCS 5/12-3 as: A person commits battery if he or she knowingly without legal justification by any means (1) causes bodily harm to an individual or (2) makes physical contact of an insulting or provoking nature with an individual.

Assault is defined in the Illinois Criminal Code 720 ILCS 5/12-1 as: A person commits an assault when, without lawful authority, he or she knowingly engages in conduct which places another in reasonable apprehension of receiving a battery.

#### 6. Assault/Battery

If an assault and/or battery occurs during the Licensed Staff's performance of duties, the assault must be reported in a timely manner to the building administration.

Following the report of an assault and/or battery to the building administration, the building administrator will:

- (a) Report the assault to the Superintendent or designee
- (b) Complete the threat assessment process. This process will be shared with staff on the staff listing of Admin Procedures on the staff website page. Administration will share this process with staff at the September staff meeting at a building level.
- (c) Administration and, if necessary, district office personnel, will make every effort to check to make sure the Licensed Staff can maintain their professional responsibilities with the child present. The Licensed Staff may request: a 10-minute break, a visit to the building nurse, a conversation with the building administration about needed support, including restorative conversations.
- (d) The administration will work with the Licensed Staff to ensure the learning environment is safe.

#### 7. Student Discipline

The Licensed Staff has the responsibility for the maintenance of discipline within the classroom. The Board recognizes its responsibility to give reasonable support and assistance to the Licensed Staff with respect to the maintenance of control and discipline in the classroom:

- (a) Licensed Staff may temporarily remove a student from a class period when that student poses a safety risk or a significant disruption in accordance with current policies and procedures.
- (b) When a student is removed by Licensed Staff, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for possible solution to the building principal or their designee.
- (c) The building principal, or designee, shall attempt to solve the discipline problem. Should their decision include the re-admittance of the student to the class, the administrator or their designee will make every attempt to communicate the return to the Licensed Staff prior to re-admittance.
- (d) Administration and, if necessary, district office personnel, will make every effort to check to make sure the Licensed Staff can go back to their professional responsibilities with the student present. Licensed Staff may request: a 10-minute break, a visit to the building nurse, a conversation with the building administration about needed support, including restorative conversations.

#### 8. Injury as a result of assault or battery

- (a) For an approved Worker's compensation claim, for time loss lasting less than fourteen days, Licensed Staff will have up to three sick days reinstated upon settlement or adjudication of the claim.
- (b) For an approved Worker's Compensation claim, lasting more than fourteen days, Licensed Staff, shall be entitled to use any and all accrued and unused sick days for the term of the Workers' compensation leave for the purpose of supplementing the uncovered one-third portion of the statutory benefits. Upon settlement

or adjudication of the claim all sick days will be reinstated.

#### 9. Right of Self-Protection and Duty to Report:

The Board recognizes the lawful right of Licensed Staff to use reasonable force as necessary under the circumstances to protect themselves, a student or others from an assault and/or battery committed by a student, parent or any other person on school property. Such an occurrence shall be promptly reported by the Licensed Staff to the building administrator who will report it to the Superintendent, or designee.

#### 10. No Loss of Pay

Work time lost to Licensed Staff because of a subpoena to appear as a witness in connection with an assault shall result in no loss of wages to Licensed Staff and shall not be charged to the Licensed Staff member's sick leave account.

#### ARTICLE IV LICENSED STAFF EVALUATION

#### Section A - Purpose of Evaluations

The major purpose of evaluation is to increase Licensed Staff effectiveness in order to improve instruction and enhance opportunities for student learning. Evaluation is a cooperative process wherein the individual being evaluated and the person responsible for making the assessment feel a joint responsibility to focus upon performance areas, to work together to achieve the best results, and to evaluate these results.

Student Growth Goals also connect to the CCSD93 Licensed Staff Evaluation process, representing another layer of the work around Licensed Staff effectiveness. Multiple measures of Licensed Staff member's practice, which includes frequent observations using the Framework for Effective Teaching, conferences, regular feedback, and student growth measures provide a more complete picture of a Licensed Staff member's performance and create more meaningful dialogue and evaluations.

Licensed Staff Evaluation is based on the CCSD93 Professional Growth and Evaluation System (Licensed Staff), which currently incorporates concepts from the Danielson Framework for Effective Teaching. The statutory evaluation ratings are: Excellent, Proficient, Needs Improvement, and Unsatisfactory.

Every effort will be made to adhere to all timelines outlined herein. If a particular timeline has not been met or cannot be met, the affected Licensed Staff and/or administrator shall notify by email the Assistant Superintendent for Human Resources and ensure the adjusted timeline is agreed upon and documented in the comments in the online evaluation system.

#### Section B - Responsibility of Administrative Personnel

Administrative personnel shall be responsible for the evaluation of Licensed Staff. The Evaluator will give the final evaluation rating. Licensed Staff and Evaluator will acknowledge and finalize the Final Summative form within the online evaluation system. Failure of Licensed Staff to acknowledge electronically shall be noted but shall not affect the validity of the evaluation.

#### Section C - Orientation Procedure

At the start of the school term (i.e. the first day students are required to be in attendance), to each Licensed Staff who will be evaluated during that school term, the Administration will provide written notice (either electronic or paper) that a performance evaluation will be conducted in that school term. If the Licensed Staff to be evaluated is hired after the start of the school term, then the notice will be provided within 30 days after the employment contract is executed. The Administration will demonstrate where the rubric used for evaluation, and the other information required under ISBE regulations, may be found on the staff website.

#### Section D - Comments on Evaluations

If the Licensed Staff wishes to comment on the evaluations received, he/she may put his/her comments in writing within ten (10) school days after receipt of the evaluation and have them attached to the evaluation to be placed in his/her personnel file.

#### Section E - Observations

Informal observations will typically not be announced. Informal observations are not subject to a minimum time requirement. Typically, informal observation of classroom instruction will be 15 minutes or more in length. Observation notes, memoranda, etc. will be provided to the Licensed Staff within two school days after the observation. A post observation conversation (if any) will occur within five school days of the observation.

For formal observations, the Licensed Staff and Evaluator will hold a pre-observation conference, to include discussion of the length of the observation and review of the previously submitted lesson/session plans for the formal observation.

Evaluators will share their formal notes with Licensed Staff within two school days after each formal observation, followed by a conference that will occur within five school days after the observation to discuss what was observed and performance.

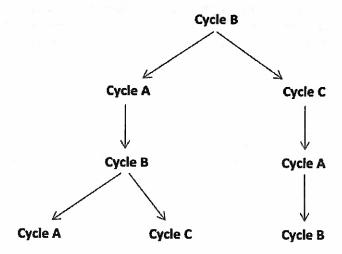
#### Section F - Evaluation Procedures for Tenured Licensed Staff

For the 2024-2025 School Year, the existing two-year cycle and student growth process will remain in place. Beginning with the 2025-2026 School Year, the following procedures will be implemented.

#### 1. Proficient and Excellent Licensed Staff

Licensed Staff may be on a two-year or a three-year evaluation cycle. Cycle A starts at the beginning of year one and concludes at the end of year one. Cycle B starts at the beginning of year two and concludes at the end of the school year. The decision to move to Cycle C must be made at the conclusion of the Cycle B year. Cycle C starts at the beginning of year three and concludes at the end of that school year, if chosen. The possible cycle progression is shown by the diagram below:

## **EVALUATION CYCLES**



Cycle B = Evaluation Year

Cycle A = Goal Year

Cycle C = Professional Growth Year

#### Cycle A

The Evaluator will conduct one Informal Observation by April 15<sup>th</sup>. Additional observations may be requested by the Licensed Staff or scheduled by the Evaluator. Licensed Staff continuously reflects on current professional practice during this year.

If a concern exists in more than one of the Framework for Effective Teaching domains at the end of Cycle A, a Summative Evaluation may be conducted that includes a Final Summative rating. In that event, Licensed Staff will be given written notice that a Summative Evaluation will be conducted. This evaluation may be conducted between the time that the concerns are noted and the end of the school year.

Cycle A focuses on Student Growth Goals. Student growth represents 30% of the total of the summative rating measure. 10% of this total will be an "all in" district measure for all Licensed Staff. This 10% measure will be calculated based on the growth as measured by iReady typical growth in Math and Reading from fall to winter each year. The additional 20% of this total will come from Student Growth Goal Plan as outlined in the CCSD93 Professional Growth and Evaluation System (Licensed Staff) guidelines.

Licensed Staff may choose to create a student growth plan using one long-term or two short-term goals. The Evaluator and Licensed Staff collaboratively meet and discuss the goal(s). The Evaluator must approve the goal before October 15th. If a second goal is created it must be approved no later than January 15th. A mid-point meeting for each goal must occur. A final end-point meeting occurs with a final rating for each goal being given based on student performance. The final meeting must occur before May 15th. It is the joint responsibility of the Evaluator and the Licensed Staff member to adhere to the timelines.

#### Cycle B

The Evaluator will conduct one Informal Observation before Winter Break and one Formal Observation before February 15<sup>th</sup>. Formal Observations may be conducted before Winter Break, however, if a second Formal Observation is conducted before Winter Break it must occur at least three weeks after the first Formal Observation. Additional observations may be requested by Licensed Staff or scheduled by the Evaluator. The Evaluator will contact Licensed Staff about scheduling the Summative Evaluation Conference. A Final Summative Evaluation Conference including all evidence and artifacts contributed by both participants will be held between the Licensed Staff and the Evaluator (by March 1<sup>st</sup>) when a summative rating will be given. (70% of the summative rating is based on professional practice)

#### Cycle C

The Evaluator will conduct one Informal Observation by April 15th. Licensed Staff will focus on a Professional Growth goal. The growth goal will focus on a specific domain and component(s) from the Danielson Framework for Effective Teaching the Licensed Staff is focused on to improve their craft. The domain/component(s) selected will be one that is not already rated excellent. No rating will be given for this goal. The purpose is to improve practice for the next summative rating cycle. This goal will be set by October 15th and will conclude by May 15th. A mid-point meeting to assess progress on action steps selected by the Licensed Staff member will also occur.

#### 2. Needs Improvement Evaluation Process

If an Evaluator gives Licensed Staff a rating of "Needs Improvement" on the Final Summative Evaluation, a Professional Development Plan shall be developed and implemented in accordance with *School Code* Section 24-5 (105 ILCS 5/24A-5) and the District's Licensed Staff Evaluation Plan. Within 30 school days after the completion of an evaluation rating tenured Licensed Staff as "needs improvement," a Professional Development Plan will be developed and implemented. The Plan will be developed by the Evaluator, in consultation with the Licensed Staff. The Plan will be directed to the areas that need improvement and will specify any supports that the District will provide to address the areas identified as needing improvement.

#### 3. Unsatisfactory Evaluations

If Licensed Staff receives an unsatisfactory rating, the remediation procedure will follow the process mandated by the School Code of the State of Illinois.

#### Section G - Non-Tenured Licensed Staff Evaluation Procedures

Prior to Winter Break the Evaluator will conduct one Informal Observation, one Formal Observation and hold a Formal Evaluation Conference.

By February 15<sup>th</sup> the Evaluator will conduct another Formal Observation. The Evaluator will hold a Final Summative Evaluation Conference by March 1<sup>st</sup>.

Additional observations may be requested by Licensed Staff or scheduled by the Evaluator.

Non-tenured Licensed Staff must also participate in the Student Growth Goal process each probationary year. Student growth represents 30% of the total of the summative rating measure. 10% of this total will be an "all in" district measure for all Licensed Staff. This 10% measure will be calculated based on the growth as measured by iReady typical growth in Math (5%) and Reading (5%) from fall to winter each year. The additional 20% of this total will come from Student Growth Goal Plan as outlined in the CCSD93 Professional Growth and Evaluation System (Licensed Staff) guidelines.

Non-tenured Licensed Staff must complete two short-term goals in order to meet the March 1st deadline for the Summative Evaluation Conference. The first goal must be approved by the Evaluator during the collaborative conference by October 15th. The second short-term goal must be approved by December 1st. A mid-point meeting must occur for both short-term goals. A final end-point meeting occurs with a final rating for each goal being given based on student performance. The final meeting must occur by February 15th. It is the joint responsibility of the Evaluator and the Licensed Staff member to adhere to the timelines.

#### Section H - PERA (Performance Evaluation Reform Act) Committee

1. The PERA Committee will include an equal number of CSEA and Administration representatives, with CSEA emphasis on wide participation from classroom Licensed Staff, specialists, and members of the CSEA bargaining team for this Agreement. If possible, Administration representatives will also include members of the District's bargaining team for this Agreement. This joint committee must meet annually by December 1st to assess and review the effectiveness of the district's evaluation plan.

#### ARTICLE V GRIEVANCE PROCEDURE

#### Section A - Definition

A grievance is any claim by the Association or Licensed Staff that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.

#### Section B - Statement of Basic Principles

- 1. Licensed Staff shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without participation by Association representatives.
- 2. The failure of Licensed Staff or the Association to act upon any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. Unless otherwise stated, all time limits shall be Licensed Staff employment days, except during summer recess, when these shall be central office employment days.
- 3. Licensed Staff has a right to be represented in the Grievance Procedure. Licensed Staff shall be present at any grievance discussion. Illness or other incapacity of Licensed Staff shall be grounds for any necessary extension of Grievance Procedure time limits.
- 4. In any instance where the Association is not represented in the Grievance Procedure, the Association will be notified of the final disposition of the grievance and said disposition shall not be in conflict with any of the terms or conditions of the Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
- 5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours or during non-teaching time for personnel involved. When such hearings and conferences are held at the option of the Administration during school hours, any employee whose presence is required shall be excused, without loss of pay, for that purpose.

6. Any investigation or other handling or processing of any grievance by the grievant or Association representatives shall be conducted outside of school hours.

#### Section C - Procedures

#### Step I

An attempt shall be made to resolve any grievance in informal, oral discussion between grievant and his/her immediate supervisor. Ordinarily, the immediate supervisor will be the building principal. If matters involve inter-building problems concerning more than one administrative staff member, the principal or administrator with direct responsibility shall be involved in the informal discussion. The grievant will inform the immediate supervisor that they are in Step I of the Grievance Procedure.

#### Step II

If a grievance cannot be resolved informally, the grievant shall file the grievance, in writing, with the principal, who shall arrange for a meeting within five (5) days. The written grievance should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The filing of the grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to Licensed Staff and the Superintendent within five (5) days. This answer shall include reasons for the decision.

#### Step III

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) days of the principal's written decision and reason(s) at the second step, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the Superintendent, or his/her designee, shall arrange for a meeting with the grievant and his/her designated Association representative. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to provide his/her written decision with reason(s) to the grievant, with a copy to the Association.

#### Step IV

If the grievance is not resolved at Step III within the time limits provided, the grievance shall be submitted by the grievant or the Association within ten (10) days of the filing of the answer in Step III to the Board of Education. The grievant may present a written brief to the Board and may request a review on the grievance in an executive session of a Board of Education meeting. The review with the Board in executive session shall take place within thirty (30) days of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the review, the President of the Board shall have ten (10) days in which to provide a written decision with reason(s) to the grievant, with a copy to the Association.

#### Step V

If the grievant is not satisfied with the disposition of the grievance by the Board or the time limits expire without the issuance of the Board's written reply, the Association shall have a maximum of fifteen (15) days to submit the grievance to have binding arbitration. Proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice of arbitration is given, with the selected arbitrator making the appropriate arrangements with the parties as to specific dates for the arbitration hearing. If the parties fail to reach an agreement on an arbitrator, either party may request the Federal Mediation & Conciliation Service to submit to the parties a panel of not less than nine (9) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain, with the Board having the opportunity to strike the list first. The remaining name shall be the arbitrator.

Each party retains the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted. Additional panels may be rejected by mutual agreement. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, add to or subtract from any of the provisions of this Agreement. His/her authority shall be limited strictly to the issue or issues presented to him/her in writing by the School Board and/or by the Association. His/her decision shall be based solely upon his/her interpretation of the meaning and application of the Agreement. "The arbitrator's opinion and award shall be final and binding on the Association and the Board. Each party retains the right to seek judicial review of the arbitrator's award if either party feels the arbitrator has exceeded his/her authority."

#### Section D - Other Rules

- 1. Class grievances involving one or more Licensed Staff or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step III.
- 2. The Board and the Administration shall cooperate with the Association in its investigation of any grievance. The Board shall furnish the Association with such information requested which is reasonably necessary for the processing of any grievance.
- 3. No reprisals of any kind shall be taken by the Board, Administration, Association, and/or grievant against Licensed Staff because of his/her participation or lack of participation in this Grievance Procedure.
- 4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5. A grievance may be withdrawn at any level without establishing precedent.
- 6. In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by the Grievance Procedure.

#### **ARTICLE VI**

#### **ASSOCIATION DUES**

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct the employee's Association dues from his/her pay each regular payroll period and remit such deduction to the Association no more than ten (10) working days after the payday for which the deduction is made. The Association shall certify the amount of the bimonthly Association dues to be deducted. Written dues deduction authorizations shall continue in effect from year to year unless terminated by notification to the Association and the Board prior to September 1 of any school year or upon termination of any employee's employment by the Board.

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason or action taken or not taken by the Board for the purpose of complying with any of the provisions of this Section or in compliance with any assignment furnished under the provisions of this Section.

#### **ARTICLE VII**

#### EFFECT AND DURATION OF AGREEMENT

#### Section A - Duration of Agreement

This Agreement shall be in effect as of July 1, 2024, and shall continue in full force and effect until June 30, 2029, and year to year thereafter unless notice to renegotiate is given in writing by one party to the other party on or before January 2 of the final year of this Agreement or any subsequent year.

#### Section B - Separability

In the event that any provision of this Agreement is or shall at any time be in violation of law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall remain in full force and effect.

#### Section C - Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a ratified written amendment.

#### Section D - Result of Negotiations

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and Association. Both parties acknowledge that during the negotiations process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of this Agreement and remain exclusive Board and/or Administrative prerogatives.

#### Section E - Status of Prior Agreements

This Agreement supersedes all prior agreements, including any written or verbal commitments on any issue.

# Section F - No Strikes or Slowdowns

During the term of this Agreement and any mutually agreed upon extension thereof, no Licensed Staff covered by this agreement, nor the Association, nor any person acting on behalf of the Association, shall engage in, authorize, or instigate a strike or a slowdown.

Community Consolidated School District 93

Carol Stream Education Association

APPENDIX A
SALARY SCHEDULE

July	1, 2024	– June 30, 2025

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$58,237	\$60,377	\$62,652	\$62,823	\$64,230	\$65,929	\$67,942
2	\$59,418	\$61,613	\$63,942	\$64,356	\$65,809	\$67,562	\$69,640
3	\$60,625	\$62,878	\$65,259	\$65,928	\$67,428	\$69,239	\$71,381
4	\$61,857	\$64,165	\$66,603	\$67,536	\$69,087	\$70,955	\$73,165
5	\$63,111	\$65,482	\$67,976	\$69,184	\$70,787	\$72,716	\$74,994
6	\$64,391	\$66,822	\$69,378	\$70,871	\$72,525	\$74,516	\$76,868
7	\$65,662	\$67,663	\$70,341	\$72,612	\$74,318	\$76,370	\$78,797
8	\$67,160	\$69,171	\$71,151	\$74,407	\$76,167	\$78,285	\$80,788
9	\$68,653	\$70,663	\$72,648	\$76,261	\$78,076	\$80,262	\$82,841
10	\$70,137	\$72,145	\$73,668	\$78,171	\$80,044	\$82,295	\$84,959
11	\$71,876	\$73,896	\$75,414	\$80,144	\$82,073	\$84,400	\$87,145
12	\$73,616	\$75,645	\$77,144	\$82,177	\$84,168	\$86,567	\$89,402
13	\$75,352	\$77,384	\$79,105	\$84,271	\$86,329	\$88,804	\$91,747
14	\$77,087	\$79,110	\$80,950	\$86,438	\$88,558	\$91,107	\$93,990
15	\$79,048	\$81,073	\$82,968	\$88,672	\$90,856	\$93,487	\$96,596
16		\$83,102	\$84,984	\$90,970	\$93,232	\$95,944	\$99,152
17		\$85,124	\$87,202	\$93,346	\$95,677	\$98,475	\$101,782
18				\$95,796	\$98,200	\$101,091	\$104,505
19				\$98,326	\$100,806	\$103,784	\$107,307

# APPENDIX A SALARY SCHEDULE July 1, 2025 – June 30, 2026

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$58,965	\$61,132	\$63,435	\$63,609	\$65,033	\$66,753	\$68,791
2	\$60,160	\$62,383	\$64,741	\$65,161	\$66,632	\$68,407	\$70,510
3	\$61,383	\$63,663	\$66,075	\$66,752	\$68,271	\$70,104	\$72,273
4	\$62,630	\$64,967	\$67,435	\$68,380	\$69,950	\$71,842	\$74,080
5	\$63,900	\$66,300	\$68,826	\$70,049	\$71,672	\$73,625	\$75,932
6	\$65,196	\$67,658	\$70,245	\$71,757	\$73,432	\$75,448	\$77,829
7	\$66,483	\$68,509	\$71,220	\$73,520	\$75,247	\$77,325	\$79,782
8	\$67,999	\$70,035	\$72,040	\$75,337	\$77,119	\$79,263	\$81,798
9	\$69,511	\$71,546	\$73,557	\$77,214	\$79,052	\$81,266	\$83,876
10	\$71,014	\$73,047	\$74,589	\$79,148	\$81,045	\$83,324	\$86,021
11	\$72,774	\$74,820	\$76,356	\$81,146	\$83,099	\$85,455	\$88,235
12	\$74,537	\$76,590	\$78,109	\$83,204	\$85,220	\$87,649	\$90,519
13	\$76,294	\$78,352	\$80,094	\$85,325	\$87,408	\$89,914	\$92,894
14	\$78,050	\$80,099	\$81,962	\$87,519	\$89,665	\$92,246	\$95,165
15	\$80,036	\$82,086	\$84,005	\$89,781	\$91,992	\$94,655	\$97,803
16	328.18	\$84,141	\$86,046	\$92,108	\$94,397	\$97,143	\$100,391
17		\$86,188	\$88,292	\$94,513	\$96,873	\$99,706	\$103,054
18		480,400	082,083	\$96,993	\$99,428	\$102,355	\$105,811
19				\$99,556	\$102,066	\$105,081	\$108,648

# APPENDIX A SALARY SCHEDULE

July 1, 2026 - June 30, 2027

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$59,702	\$61,896	\$64,228	\$64,404	\$65,846	\$67,587	\$69,651
2	\$60,912	\$63,163	\$65,551	\$65,975	\$67,465	\$69,262	\$71,392
3	\$62,150	\$64,459	\$66,900	\$67,586	\$69,124	\$70,981	\$73,177
4	\$63,413	\$65,779	\$68,278	\$69,235	\$70,825	\$72,740	\$75,006
5	\$64,699	\$67,129	\$69,686	\$70,924	\$72,568	\$74,545	\$76,881
6	\$66,011	\$68,503	\$71,123	\$72,654	\$74,350	\$76,391	\$78,802
7	\$67,314	\$69,366	\$72,111	\$74,439	\$76,187	\$78,291	\$80,780
8	\$68,849	\$70,911	\$72,941	\$76,278	\$78,083	\$80,254	\$82,820
9	\$70,380	\$72,441	\$74,476	\$78,179	\$80,040	\$82,282	\$84,925
10	\$71,902	\$73,960	\$75,521	\$80,137	\$82,058	\$84,365	\$87,096
11	\$73,684	\$75,755	\$77,311	\$82,160	\$84,138	\$86,524	\$89,338
12	\$75,468	\$77,548	\$79,085	\$84,244	\$86,285	\$88,745	\$91,651
13	\$77,248	\$79,331	\$81,095	\$86,391	\$88,501	\$91,038	\$94,055
14	\$79,026	\$81,100	\$82,986	\$88,613	\$90,786	\$93,399	\$96,355
15	\$81,037	\$83,112	\$85,055	\$90,903	\$93,142	\$95,838	\$99,026
16	54/10/10/10	\$85,192	\$87,122	\$93,259	\$95,577	\$98,358	\$101,646
17		\$87,265	\$89,395	\$95,695	\$98,084	\$100,952	\$104,342
18		1 70.4 20	C** 4 0**/	\$98,205	\$100,671	\$103,634	\$107,134
19				\$100,800	\$103,342	\$106,394	\$110,006

# APPENDIX A SALARY SCHEDULE July 1, 2027 – June 30, 2028

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$60,448	\$62,669	\$65,030	\$65,209	\$66,669	\$68,432	\$70,522
2	\$61,674	\$63,953	\$66,370	\$66,800	\$68,308	\$70,128	\$72,284
3	\$62,927	\$65,265	\$67,737	\$68,431	\$69,989	\$71,868	\$74,091
4	\$64,205	\$66,602	\$69,132	\$70,100	\$71,710	\$73,649	\$75,944
5	\$65,507	\$67,968	\$70,557	\$71,811	\$73,475	\$75,477	\$77,842
6	\$66,836	\$69,360	\$72,012	\$73,562	\$75,279	\$77,346	\$79,787
7	\$68,155	\$70,233	\$73,012	\$75,369	\$77,140	\$79,270	\$81,789
8	\$69,710	\$71,797	\$73,853	\$77,232	\$79,059	\$81,257	\$83,856
9	\$71,260	\$73,346	\$75,407	\$79,157	\$81,040	\$83,310	\$85,986
10	\$72,800	\$74,885	\$76,465	\$81,139	\$83,084	\$85,420	\$88,185
11	\$74,605	\$76,702	\$78,277	\$83,187	\$85,190	\$87,605	\$90,454
12	\$76,412	\$78,517	\$80,073	\$85,297	\$87,364	\$89,854	\$92,796
13	\$78,214	\$80,323	\$82,108	\$87,471	\$89,607	\$92,176	\$95,231
14	\$80,014	\$82,114	\$84,023	\$89,720	\$91,921	\$94,567	\$97,559
15	\$82,050	\$84,151	\$86,118	\$92,039	\$94,306	\$97,036	\$100,264
16		\$86,257	\$88,211	\$94,425	\$96,772	\$99,587	\$102,917
17		\$88,356	\$90,513	\$96,891	\$99,310	\$102,214	\$105,647
18				\$99,433	\$101,929	\$104,930	\$108,473
19				\$102,060	\$104,634	\$107,724	\$111,381

# APPENDIX A SALARY SCHEDULE

July 1, 2028 - June 30, 2029

STEP	BS	BS+15	BS+30	MS	MS+15	MS+30	MS+45
1	\$61,204	\$63,453	\$65,843	\$66,024	\$67,502	\$69,288	\$71,403
2	\$62,445	\$64,752	\$67,200	\$67,635	\$69,162	\$71,004	\$73,188
3	\$63,713	\$66,081	\$68,583	\$69,286	\$70,863	\$72,766	\$75,017
4	\$65,008	\$67,434	\$69,996	\$70,977	\$72,606	\$74,570	\$76,893
5	\$66,326	\$68,818	\$71,439	\$72,708	\$74,393	\$76,420	\$78,815
6	\$67,672	\$70,227	\$72,912	\$74,482	\$76,220	\$78,312	\$80,784
7	\$69,007	\$71,111	\$73,925	\$76,311	\$78,104	\$80,261	\$82,812
8	\$70,581	\$72,694	\$74,776	\$78,197	\$80,047	\$82,273	\$84,904
9	\$72,150	\$74,263	\$76,350	\$80,146	\$82,053	\$84,351	\$87,061
10	\$73,710	\$75,821	\$77,421	\$82,153	\$84,122	\$86,488	\$89,287
11	\$75,537	\$77,661	\$79,256	\$84,227	\$86,254	\$88,700	\$91,585
12	\$77,367	\$79,498	\$81,074	\$86,364	\$88,456	\$90,977	\$93,956
13	\$79,191	\$81,327	\$83,135	\$88,565	\$90,727	\$93,328	\$96,421
14	\$81,014	\$83,140	\$85,074	\$90,842	\$93,070	\$95,749	\$98,779
15	\$83,075	\$85,203	\$87,195	\$93,190	\$95,485	\$98,249	\$101,517
16		\$87,336	\$89,313	\$95,605	\$97,982	\$100,832	\$104,203
17		\$89,461	\$91,644	\$98,102	\$100,552	\$103,492	\$106,967
18				\$100,676	\$103,203	\$106,241	\$109,829
19				\$103,336	\$105,942	\$109,071	\$112,773

### APPENDIX A

#### SALARY SCHEDULE

# July 1, 2024- June 30, 2029

Increase of:

2024-2025: 1.5% on the base, plus step 2025-2026: 1.25% on the base, plus step 2026-2027: 1.25% on the base plus step 2027-2028: 1.25% on the base, plus step 2028-2029: 1.25% on the base, plus step

(base is approximately 2.3% across the schedule)

#### L-STEP SALARIES

July 1, 2024- June 30, 2029

2024- 2025: Increase of 4.75% 2025-2026: Increase of 4.0% 2026-2027: Increase of 4.0% 2027-2028: Increase of 4.0% 2028-2029: Increase of 4.0%

#### Pension Cost Shift

If any year of this collective bargaining agreement is affected by a pension cost shift, whereby the District is required to pay additional dollars to the Teachers' Retirement System Pension Plan, either party may make a written demand of the other to reopen negotiations for the purpose of discussing the impact of the cost shift on the district's ability to fund the salary provisions of the Collective Bargaining Agreement. Such reopener shall not apply to any other provision in the Collective Bargaining Agreement. If, after 90 days from the date the salary-only negotiations commence, the parties have not reached a signed agreement, as ratified by both sides, the existing Collective Bargaining Agreement in its entirety shall expire.

# **State Revenues**

If any year of this Collective Bargaining Agreement is affected by a reduction in state revenue because of a change in the state's evidence-based funding formula, either party may make a written demand of the other to reopen negotiations for the purpose of discussing the impact of the cost shift on the district's ability to fund the salary provisions of the Collective Bargaining Agreement. Such reopener shall not apply to any other provision in the Collective Bargaining Agreement. If after 90 days from the date the salary-only negotiations commence, the parties have not reached a signed agreement, as ratified by both sides, the existing Collective Bargaining Agreement in its entirety shall expire.

# **Property Tax Reduction**

If the District's property tax extension for education purposes is reduced by referendum for the 2024, 2025, 2026, 2027 or 2028 levy year, pursuant to SB 47, the Board may opt not to implement salary provisions of this Addendum at the end of the contract year during which the affected levy was made. The parties will reopen negotiations for any remaining contract year(s) on the issue of salary only. If after 90 days from the date the salary-only negotiations commence, the parties have not reached a signed agreement, as ratified by both sides, the existing Collective Bargaining Agreement in its entirety shall expire.

### APPENDIX A

# **SALARY SCHEDULE PROCEDURES - 2024-2029**

- 1. Any Licensed Staff eligible for the L-Step who is credited with a horizontal lane change shall receive the salary increase attributable to the L-Lane change and the difference between step 19 in his/her previous lane and step 19 in his/her new lane. This salary increase will be based on the current year's salary schedule.
- 2. Only Licensed Staff in Master's (MS) lanes will be allowed to move to the L-Step.
- 3. No new teacher will be placed in the BS+30 lane on the Salary Schedule above. Effective January 20, 2011, no teacher will be allowed to make a horizontal lane change to the BS+30 lane. Those teachers currently in the BS+30 lane shall remain there unless they become eligible for a horizontal lane change to the MS lane. Teachers in the BS+15 lane must complete a Master's Degree in order to make horizontal lane changes.
- 4. Licensed Staff members attaining National Board Certification will receive an annual \$900 stipend paid on the December 15th and May 15th pay periods.

#### APPENDIX B

### EXTRA-CURRICULAR ASSIGNMENT FORMULA

A club is a student-sponsored activity meant to enrich the academic, physical, and/or social-emotional learning of students. Club sponsors should note that a club should not exceed 60 hours of both administrative and student contact time.

When determining the minimum number of hours required for an extra-curricular assignment, direct contact hours are credited as double (2:1) and hours of supervisory or clerical duties are assigned straight (1:1) credit. The minimum required hours for new, existing, and future extra-curricular assignments will be determined by the aforementioned standard and monetary compensation assigned accordingly.

Position	Hours	24-25	25-26	26-27	27-28	28-29
Category I	30-60	\$923	\$932	\$942	\$951	\$970
Category II	61-100	\$1007	\$1017	\$1027	\$1038	\$1048
Category III	101-150	\$1626	\$1642	\$1659	\$1675	\$1692
Category IV	151-200	\$3669	\$3706	\$3743	\$3780	\$3818
Category V	201-240	\$3996	\$4036	\$4076	\$4117	\$4158
Category VI	241-300	\$4526	\$4571	\$4617	\$4663	\$4710
Category VII	301-340	\$4815	\$4863	\$4912	\$4961	\$5010
Category VIII	341+	\$5775	\$5833	\$5891	\$5950	\$6009

The person proposing the assignment and his/her administrator should jointly discuss and define the minimum number of direct student contact, supervision, and clerical hours required for a proposed assignment. A job description defining the proposed assignment and required hours should be agreed upon by both parties. Once reviewed and if approved by the Principal the proposal will be submitted to the Assistant Superintendent for Human Resources or their designee for review and consideration.

All approved applications will be returned to the Principal for his/her file and to make a copy for the staff member.

During an extended absence or leave, year-round extra-curricular stipends will be adjusted based on the number of months absent. A meeting between the staff member and the Assistant Superintendent for Human Resources will occur for the purpose of determining if all responsibilities have or will be fulfilled prior to or after the leave of absence. If determined that responsibilities will be missed, ten percent of the original stipend will be subtracted for each month missed.

The Extra-Curricular Assignment Application form should also be used for Licensed Staff interested in presenting a proposal for a new extra-curricular assignment. If a new club is proposed, it will be given the stipend for a club.

If a new sport is proposed, an agreement will be made between the CSEA and the Superintendent for the new sport approval. If approved, the stipend will reflect that of an existing sport stipend position with the same season duration.

activities.

The Board retains the prerogative not to fill extra-curricular assignments and to create additional extracurricular

# **APPENDIX B**

# EXTRA-CURRICULAR ASSIGNMENTS STIPEND COMPENSATION SCHEDULE

Extra-Curricular Assignments Stipend Positions (Approximately a 1% yearly increase as reflected in the schedule below)

Stipend Positions	24-25	25-26	26-27	27-28	28-29
Wellness	\$242	\$245	\$247	\$250	\$252
Mentor	\$923	\$932	\$942	\$951	\$970
Clubs	\$923	\$932	\$942	\$951	\$970
Safety Patrol	\$1007	\$1017	\$1027	\$1038	\$1048
Breakfast	\$1052	\$1063	\$1074	\$1084	\$1095
Supervisor			As a second		
Professional	\$1525				
Development					
Committee					
Building	\$1525	\$1540	\$1556	\$1571	\$1587
Leadership Team					
PBIS Internal	\$3669	\$3706	\$3743	\$3780	\$3818
Coach (Tier 1)					
PBIS Internal	\$3669	\$3706	\$3743	\$3780	\$3818
Coach (Tier 2)					
Bus Duty	\$1626	\$1642	\$1659	\$1675	\$1692
Student Council-	\$3669	\$3706	\$3743	\$3780	\$3818
Elementary &					
Middle School	*****				****
Cross	\$3669	\$3706	\$3743	\$3780	\$3818
Country/Fitness	00.000	#2704	#25.42	#2500	40010
Yearbook	\$3669	\$3706	\$3743	\$3780	\$3818
Cheerleading	\$3669	\$3706	\$3743	\$3780	\$3818
Wrestling	\$3996	\$4036	\$4076	\$4117	\$4158
Track	\$3996	\$4036	\$4076	\$4117	\$4158
Basketball	\$4526	\$4571	\$4617	\$4663	\$4710
Volleyball	\$4526	\$4571	\$4617	\$4663	\$4710
Chorus	\$4815	\$4863	\$4912	\$4961	\$5010
Drama	\$4815	\$4863	\$4912	\$4961	\$5010
Band/Orchestra	\$4815	\$4863	\$4912	\$4961	\$5010
Middle School					
Band/Orchestra	\$5775	\$5833	\$5891	\$5950	\$6010
Elementary					
Girls' Soccer	\$3996	\$4036	\$4076	\$4117	\$4158
Boys' Soccer	\$3996	\$4036	\$4076	\$4117	\$4158

The Board retains the prerogative not to fill extra-curricular assignments and to create additional extracurricular activities.

Hourly Rate Positions	24-25	25-26	26-27	27-28	28-29
Dance Supervisor	\$20	\$20	\$20	\$20	\$20
Sports scorekeeper	\$20	\$20	\$20	\$20	\$20
Sports supervisor	\$20	\$20	\$20	\$20	\$20
Detention supervisor	\$20	\$20	\$20	\$20	\$20
Homework Intervention Program	\$20	\$20	\$20	\$20	\$20
Summer Committees	\$40	\$45	\$45	\$45	\$45
Tier 3	\$25	\$25	\$25	\$25	\$25
Unified Sports	\$25	\$25	\$25	\$25	\$25

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