

***FINAL OFFICIAL COPY***

**AGREEMENT BETWEEN**

**CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47 BOARD  
OF EDUCATION**

**AND THE**

**CRYSTAL LAKE ELEMENTARY TEACHERS' ASSOCIATION**

**2021-2022      2022-2023      2023-2024**



**This Agreement is made and entered into in accordance with the  
Illinois Educational Labor Relations Act  
by and between  
Crystal Lake Community Consolidated School District 47 Board of Education  
(hereinafter referred to as the BOARD)  
and the  
Crystal Lake Elementary Teachers' Association  
(hereinafter referred to as "CLETA")**

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## **ARTICLE I - RECOGNITION**

The Board of Education recognizes the Crystal Lake Elementary Teachers' Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiation agent for all Teachers, Learning Behavior Specialists, Library Media Center Specialists, Coaches (instructional), Speech and Language Pathologists, School Psychologists, School Social Workers, Interventionists and Certified School Nurses in matters defined as negotiable in this Agreement.

## **ARTICLE II - DEFINITIONS**

### **A. CLETA**

The term "CLETA" as used in this Agreement shall refer to the Crystal Lake Elementary Teachers' Association.

### **B. BOARD**

The term "BOARD" as used in this Agreement shall refer to the Board of Education for Crystal Lake Community Consolidated School District 47.

### **C. TEACHER**

The term "TEACHER" as used in this Agreement shall refer to those persons included in the bargaining unit described in ARTICLE I.

### **D. GRIEVANCE**

The term "GRIEVANCE" as used in this Agreement shall refer to any claim by CLETA or any TEACHER that there has been a violation, misrepresentation, or misapplication of this Agreement or any established policy or practice of the BOARD.

### **E. DAYS**

The term "DAYS" as used in this Agreement shall refer to TEACHER attendance days, except during the summer recess when it shall mean days on which the District Central Office shall be open, unless specifically stated otherwise.

### **F. FRINGE BENEFITS**

The term "FRINGE BENEFIT" as used in this Agreement shall refer to monetarily valuable additions to a TEACHER'S base contractual salary. Among these are: paid monthly benefit/insurance dollars, paid personal leave, paid sick leave, leaves of absence, parental leave, sabbatical leave, wellness screenings, incentive payments, stipends, and reimbursements for professional expenses

### **G. WAGE STATEMENT**

The term "WAGE STATEMENT" as used in this Agreement shall refer to a statement provided by the District to a TEACHER at the beginning of each school year detailing start and end dates, position, assignment, location, FTE, lane, credits and step, base salary, and total salary amount.

### **H. INSTRUCTIONAL TIME**

The term "INSTRUCTIONAL TIME" as used in this Agreement shall refer to the time students are present for instruction on student attendance days.

### **I. WORKDAY**

The term "WORKDAY" as used in this Agreement shall refer to, day(s) during which bargaining unit members are required by contract to render service.

### **ARTICLE III - ORGANIZATIONAL STRUCTURE**

#### **A. ATTAINING OBJECTIVES**

Attainment of educational objectives of the District requires mutual understanding and cooperation between the BOARD, the administrative and supervisory staff, and other licensed employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters defined as negotiable in ARTICLE IV, Section C of this Agreement.

#### **B. LICENSED TEACHERS**

It is recognized that teaching is a profession requiring specialized educational qualifications. As evidence of its acceptance of the responsibilities of TEACHERS, CLETA endorses the Illinois School Code. It is further recognized that TEACHERS have the right to join, or not to join, any organization for their professional or economic improvement.

#### **C. BOARD OF EDUCATION**

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The BOARD as employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of direction or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. The BOARD, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon. The BOARD agrees to participate in good faith negotiations as provided herein.

#### **D. SUPERINTENDENT**

The Superintendent is the chief executive officer of the BOARD and the person to whom it looks for educational leadership. In this capacity, the Superintendent shall recommend to the BOARD a course of action on all matters relating to negotiations.

#### **E. GENERAL**

Nothing contained in this Agreement, unless expressly so stated, will be construed to deprive the BOARD or any TEACHER of any right afforded by law. Enforcement of any right afforded by law (as opposed to rights created or recognized in this Agreement) shall be had exclusively through the procedures afforded by that law, and not the procedures established by this Agreement, except as expressly stated herein.

#### **F. COMMUNICATIONS**

The BOARD and CLETA recognize the importance of communication in maintaining good relationships. The BOARD and CLETA encourage attendance and participation in all District meetings. It is the responsibility of all District employees to access and read information made available by the BOARD, CLETA, and Administration.

1. The BOARD, CLETA President and/or designee(s) and the Superintendent and/or designee(s) will meet annually within two weeks of the start of each school year to discuss common issues regarding the school year and establish any other meeting dates for the remainder of the school year.
2. The BOARD will make available on the District website all BOARD and BOARD committee meeting dates and locations. Meeting agendas will be posted prior to the scheduled meeting dates.
3. The BOARD will make available on the District website the BOARD meeting agenda in compliance with the timelines in the *Open Meetings Act* and the complete BOARD minutes after they are approved by the BOARD.
4. The BOARD will make available on the District website information regarding committees

- formed to provide evaluation of or feedback on departmental initiatives.
5. The email address [employeefeedback@d47.org](mailto:employeefeedback@d47.org) can be used by TEACHERS to make inquiries or provide feedback to the BOARD and Administration.
  6. Other requests for meetings between the BOARD and CLETA shall be made through the Superintendent or designee, and such meetings will be scheduled, provided that reasonable effort has been made to resolve the issue with the Administration prior to the meeting.

#### **ARTICLE IV - [COLLECTIVE BARGAINING](#)**

##### **A. NEGOTIATIONS**

Designated representatives of the BOARD and CLETA shall undertake the negotiations provided for herein. Negotiation meetings will be held at reasonable times and places to be agreed upon by the parties. If negotiations are requested by either party, they shall be initiated in accordance with the Illinois Education Labor Relations Act.

##### **B. INFORMATION**

CLETA shall be furnished, upon request, the annual financial statement, and the annual adopted budget and other regularly and routinely prepared financial information pertinent to negotiations, which are public records. In addition, the BOARD will grant reasonable requests for other non-confidential information, which may be necessary to negotiations. Where copies of material are not readily available, CLETA shall pay a reasonable cost thereof. Nothing herein shall require the administrative staff to research or assemble information.

##### **C. SCOPE**

The BOARD and CLETA agree that negotiations, in good faith, may encompass all aspects as defined by the Illinois Education Labor Relations Act.

The negotiating parties may call upon competent professional and/or lay representatives for negotiations assistance.

##### **D. AGREEMENT**

When a tentative agreement is reached on all matters being negotiated, a proposed written memorandum of understanding embodying tentative negotiated agreements will be submitted to the CLETA membership for ratification and the BOARD for approval.

Such document, if ratified/approved by both parties, will become a part of the official minutes of the BOARD and, insofar as appropriate, shall become an appendix to this Agreement. Following ratification/approval, both Parties will receive an electronic finalized copy of the Agreement in Microsoft WORD format. When necessary, provisions in the Agreement shall be reflected in the individual TEACHER'S WAGE STATEMENT. The Agreement shall not discriminate against any TEACHER, regardless of membership or non-membership in CLETA.

This Agreement documents all known matters regarding wages, hours and terms and conditions of employment that currently exist and are completed by TEACHERS. Any proposed change will be bargained in accordance with the Illinois Educational Labor Relations Act.

##### **E. IMPASSE**

If after a reasonable period of negotiation and within forty-five (45) calendar days of the scheduled start of the forthcoming school year, the BOARD and CLETA have reached an impasse, either party may petition to initiate mediation. The procedures for mediation will be as defined in the Illinois Educational Labor Relations Act.



#### **F. NO STRIKE PROVISION**

Both parties recognize the desirability of continuous operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties have an established comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. CLETA agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or honor any other strike (as defined by the Illinois Educational Labor Relations Act), which may occur against the Employer.

#### **ARTICLE V - DURATION OF AGREEMENT**

This Agreement will be effective as of the first day of the 2021-2022 school year and shall continue through the day before the first school day of 2024-2025 school year.

This Agreement shall remain in effect after the end date in Paragraph 1 unless notice is given pursuant to the Illinois Educational Labor Relations Act by either party of its desire to amend or modify the Agreement.

#### **ARTICLE VI - VALIDITY**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

#### **ARTICLE VII - CLETA RIGHTS AND RESPONSIBILITIES**

##### **A. GENERAL MEMBERSHIP MEETINGS**

CLETA shall have the right to hold general membership meetings before or after school on District property, provided such meetings do not interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, CLETA shall pay such expenses. Application for such use shall be submitted to the principal of the building at least twenty-four (24) hours in advance of the intended time of use. If the meeting shall involve more than twelve (12) persons and less than ninety percent (90%) of those attending are employees of the District, a request for permission to use the building shall be made through the Operations Department at least forty-eight (48) hours in advance of the time of intended use, and such request shall be processed in accordance with the written policy of the BOARD. In cases of emergency, the above time limitations may be suspended.

##### **B. USE OF DISTRICT EQUIPMENT**

Authorized CLETA members shall have the right to use on-site District office equipment, e-mail with approval from the building principal for building use and the Superintendent or designee for District use, and other types of media, when approval for such use has been granted by the administrator responsible for such items. CLETA shall pay the cost of all material, supplies, and the cost of any repairs' incidental to such use.

##### **C. COMMUNICATION WITH MEMBERS**

Only authorized representatives of CLETA shall have the right to post notices on bulletin boards provided in the school building for that purpose and use the faculty mailboxes and e-mail with approval (from the principal for building use and the Superintendent or designee for District use) for communications of CLETA meetings, elections and the results thereof, and notices of educational and social activities. CLETA business announcements may be read over the intercom system in each school building before or after school by an authorized representative of CLETA. A list of such authorized representatives shall be provided to the Superintendent or designee each year by CLETA no later than October 1<sup>st</sup>. All CLETA notices will be identified as such.

**D. REPORTS AT MEETINGS**

The CLETA Representative(s) will be given an opportunity at each building faculty meeting to present brief reports or announcements.

**E. CONFIDENTIALITY**

Matters relating to supervisor-TEACHER or BOARD-TEACHER relationships shall not be discussed in the presence of students.

**F. ASSOCIATION LEAVE**

The CLETA President or designee(s) shall be granted release time, without loss of pay or benefits, to attend to CLETA business as from time to time may be necessary. Notification of release time shall be submitted in writing one week prior to the release time to the principal of the building and the Superintendent or designee by the President or designee of CLETA. Such release time shall not exceed twenty (20) DAYS per school year. CLETA may seek approval from the Superintendent or designee for additional days as needed for union business. Substitute costs will be paid by the District.

**G. ASSOCIATION INFORMATION**

The CLETA President or designee shall furnish to the Business Office annually by October 1<sup>st</sup>, the names of the principle officers, the amounts of the initiation fee, if any, and the amount of dues the members must pay.

**ARTICLE VIII - GRIEVANCE**

**A. DEFINITIONS**

The term "GRIEVANCE" as used in this Agreement shall refer to any claim by CLETA or any TEACHER that there has been a violation, misrepresentation, or misapplication of this Agreement or any established policy or practice of the BOARD.

The term "DAYS" as used in this Agreement shall refer to TEACHER attendance days, except during the summer recess when it shall mean days on which the District Central Office shall be open.

**B. PURPOSE**

The primary purpose of the grievance procedure is to secure solutions at the lowest possible level and at the earliest possible time.

**C. PROCEDURE**

The parties hereto acknowledge that it is usually most desirable for a TEACHER and the TEACHER'S immediately involved supervisor to resolve problems through free and informal communications. When requested by the TEACHER, a CLETA representative may accompany the TEACHER to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the TEACHER and/or CLETA, a GRIEVANCE may be processed as follows:

**1. STEP ONE:**

The TEACHER or CLETA must present the GRIEVANCE in writing to the supervisor immediately involved within twenty (20) DAYS from the date of the occurrence giving rise to the GRIEVANCE or twenty (20) DAYS from the date when the TEACHER should reasonably have had knowledge of the occurrence giving rise to the GRIEVANCE. A meeting to discuss the GRIEVANCE shall be held within ten (10) DAYS of the filing of the GRIEVANCE. The supervisor shall provide a written answer of the GRIEVANCE to the aggrieved TEACHER and CLETA no later than ten (10) DAYS following the meeting including reasons for the decision.

2. **STEP TWO:**

- a. If the GRIEVANCE is not resolved at Step One or the 10-day time limit expires without the issuance of the supervisor's written reply, then the TEACHER or CLETA may, in writing, refer the GRIEVANCE to Human Resources within ten (10) DAYS after the receipt of the Step One answer.
- b. Human Resources shall arrange for a meeting with the TEACHER and/or CLETA to take place within ten (10) DAYS of Human Resources' receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, Human Resources shall, within ten (10) DAYS, provide a written decision with reasons to CLETA and the TEACHER.

3. **STEP THREE:**

- a. If the GRIEVANCE is not resolved at Step Two or the 10-day time limit expires without the issuance of Human Resources' written reply, then the TEACHER or CLETA may, in writing, refer the GRIEVANCE to the Superintendent or designee within ten (10) DAYS after the receipt of the Step Two answer.
- b. The Superintendent or designee shall arrange for a meeting with the TEACHER and/or CLETA to take place within ten (10) DAYS of the Superintendent's receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, the Superintendent or designee shall, within ten (10) DAYS, provide a written decision with reasons to CLETA and the TEACHER.

4. **STEP FOUR:**

- a. If the GRIEVANCE is not resolved at Step Three or the 10-day time limit expires without the issuance of the Superintendent's written reply, then the TEACHER or CLETA may, in writing, refer the GRIEVANCE to the BOARD within ten (10) DAYS after the receipt of the Step Three answer. Alternatively, the TEACHER or CLETA may proceed directly to STEP FIVE.
- b. The BOARD shall arrange for a meeting with the TEACHER and/or CLETA to take place within ten (10) DAYS of the BOARD'S receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, the BOARD shall, within ten (10) DAYS, provide a written decision with reasons to CLETA and the TEACHER.

5. **STEP FIVE:**

CLETA may appeal the determination of either the Superintendent (STEP THREE) or the BOARD (STEP FOUR) by submitting a demand in writing within twenty (20) DAYS of such decision that the matter be carried forward to final and binding arbitration. The arbitrator shall be selected from a panel to be secured from the American Arbitration Association (AAA).

- a. Neither the BOARD nor CLETA shall be permitted to assert any ground before the arbitrator, which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this Agreement.
- c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and the AAA shall be divided equally between the BOARD and CLETA.
- d. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the BOARD and CLETA.
- e. CLETA shall be able to designate up to one (1) representative who shall be released without loss of pay for the purpose of attending each arbitration hearing provided CLETA reimburses the BOARD for the cost of the substitute.

**D. GUIDELINES**

1. Nothing contained in this section or elsewhere in this Agreement shall be construed to

prevent any TEACHER from discussing a problem with the Administration and having it adjusted without intervention or representation from CLETA.

2. Any TEACHER has a right to be represented in the GRIEVANCE procedure. The TEACHER shall be present at any GRIEVANCE discussion when the Administration and/or CLETA deem it necessary and the TEACHER is available. When a TEACHER is requested to be present at a GRIEVANCE hearing, illness or other incapacity of the TEACHER shall be grounds for extension of the GRIEVANCE procedure time limits.
3. When a TEACHER is not represented by CLETA, on its request, CLETA shall have the right to have its representative present at the formal steps of the GRIEVANCE procedure. Further, no negotiated GRIEVANCE settlement shall be inconsistent with the provisions of this Agreement unless the BOARD and CLETA agree otherwise.
4. The BOARD shall furnish CLETA with relevant public information concerning a pending GRIEVANCE provided this shall not require the BOARD to research or compile data not readily available to it.
5. No reprisals of any kind shall be taken by the BOARD or Administration against any TEACHER because of his/her participation in this GRIEVANCE procedure.
6. All GRIEVANCE meetings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, and will be held insofar as possible after regular school hours or during non-teaching time of the TEACHER involved. Should the processing or investigation of any GRIEVANCE require that a TEACHER or CLETA representative be released from their regular assignment, this release time will be without loss of pay.
7. Any investigation or other handling of any GRIEVANCE by the grievant or CLETA shall be conducted so that no interference or interruption of the instructional program and related activities will occur.
8. All records dealing with the processing of a GRIEVANCE shall be filed separately from the personnel file of the participant(s).
9. A GRIEVANCE may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.
10. The BOARD and CLETA agree that any individual TEACHER may, in good faith, present a complaint to the immediate supervisor. If satisfaction is not reached, the TEACHER may present the complaint to the Superintendent or designee. If the decision reached is not satisfactory, the TEACHER may present the complaint to the BOARD at a regularly scheduled meeting. The complaint may be heard in executive session if so requested. No reprisal against the TEACHER shall result from this procedure. The decision of the BOARD is final.
11. Time limits may be extended by mutual written consent of both parties. If the parties agree to place a grievance on hold, the grievance shall not remain on hold for more than ninety (90) days. After ninety (90) days, the grievance shall be deemed withdrawn.

## **ARTICLE IX - LEAVES OF ABSENCE**

### **A. PAID LEAVES OF ABSENCE**

#### **1. SICK DAYS**

1. At the beginning of each school year, each full-time TEACHER will be credited with fifteen (15) days of sick leave with pay. Sick leave may be used in accordance with Section 5/24-6 of the Illinois School Code (105 ILCS 5/24-6), as may be amended from time to time.
2. The definition of sick leave is contained at 105 ILCS 5/24-6, as may be amended from time to time: personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.
3. The definition of immediate family is contained at 105 ILCS 5/24-6, as may be amended from time to time: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
4. TEACHERS regularly employed less than 1.0 full-time equivalent (FTE) are entitled to a proportion of fifteen (15) days sick leave, in the same proportion as their hours of employment are to full-time employment.
5. Sick days can be taken in half (1/2) or full day increments.
6. Unused sick leave shall roll over from year to year with unlimited accumulation.
7. When a TEACHER has used all accumulated sick leave, he/she may apply for the Sick Leave Bank, if the TEACHER is eligible.

#### **2. SICK LEAVE BANK**

The purpose of the Sick Leave Bank is to provide for chronic or serious illness up to 120 sick days in any school year to a full-time TEACHER when days are needed to complete the elimination period required for disability insurance. Sick Leave Bank is designed to provide financial relief to a TEACHER by providing sick days during an extended illness or serious illness of an immediate family member, as defined in Section 5/24-6 of the Illinois School Code, as may be amended from time to time (105 ILCS 5/24-6) (see subparagraph A.3, above, for definitions). In order to provide consistency for students in the classroom and for the well-being of the TEACHER, Sick Leave Bank days shall be taken in 5-DAY increments. Exceptions may be made by the Sick Leave Bank Committee on a case by case basis.

##### **1. Administration**

The Sick Leave Bank will be managed by a Sick Leave Bank Committee consisting of two (2) TEACHERS appointed by CLETA and one (1) administrator appointed by the Superintendent or designee. This Committee will manage all Sick Leave Bank days awarded to TEACHERS. Reports to members of the Sick Leave Bank will be completed according to Sick Leave Bank rules and regulations.

##### **2. Procedures**

- a. All TEACHERS are eligible to participate in the Sick Leave Bank.
- b. TEACHERS will automatically be enrolled in the bank unless they make a written request not to join the bank. Each TEACHER will contribute one day per year for the first four years of employment for a total of four days to complete normal contribution requirements (not to exceed four days per TEACHER unless the bank falls below 200 days). Days donated are recorded as consumed on the TEACHER'S official record of

- accumulated sick leave.
- c. A TEACHER must have contributed in the most recent request for sick days in order to be eligible for sick leave bank.
- d. In most cases, all accumulated sick days must be used before Sick Leave Bank days are awarded to a TEACHER.
- e. TEACHERS may apply for withdrawal of days from the Sick Leave Bank any time after enrollment. A Sick Leave Bank Withdrawal Application can be obtained from Human Resources.

### 3. Operation Guidelines

- a. The Board of Education will match each employee day contributed each year.
- b. The Sick Leave Bank may provide bereavement days.
- c. Days will be added to the Bank in the following manner:
  - i. Whenever the days in the Bank reach 200 or less, a request for a contribution will be sent to the enrolled members.
  - ii. A TEACHER must have contributed in the last request to be eligible.
  - iii. A request will be made for days unless such request would put the total days over 1,200.
  - iv. The Sick Leave Bank Procedure can be found on the District website within the staff password-protected portal.
- d. The balance of Sick Leave Bank days will be reported to the CLETA President on the first Monday of each month.

### 3. PERSONAL LEAVE

- a. At the beginning of each school year, each full-time TEACHER will be credited with three (3) days of personal leave equivalent to the individual TEACHER'S workday without loss of pay. The TEACHER shall notify the building administrator at least forty-eight (48) hours prior to using a personal day, when possible, via the District's absence reporting system. Days can be taken in half (1/2) or full day increments.
- b. Unused personal days will be converted to accumulated sick leave days at the end of each school year.
- c. The days immediately preceding or following a legal holiday, summer vacation, school breaks, and each day after May 15<sup>th</sup> to the end of the school year shall not be available for personal leave. Unusual circumstances can be appealed to the Human Resources Department. Application shall be made through the building administrator, with final approval determined by the Superintendent or designee. Two weeks advanced noticed is preferred, if possible.
- d. Denials of these requests are subject to normal grievance procedures as outlined in ARTICLE VIII of this Agreement.

### 4. PROFESSIONAL LEAVE

Administration may grant time off and reimburse reasonable expenses for in-service training activities when such training appears justified by the potential benefits to the District. The granting or denying of such leave as to one TEACHER shall not be considered precedential with respect to the granting or denying subsequent requests either by the same TEACHER or other TEACHERS.

### 5. BEREAVEMENT LEAVE

In case of a death in the immediate family, sick or personal days may be used in accordance with Section 5/24-6 of the Illinois School Code (105 ILCS 5/24-6), as may be amended from time to time, to allow for attendance at the wake, funeral and/or travel time. Immediate family is defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. For purposes of bereavement leave only, the

definition of 'immediate family' includes individuals who stand in a significant relationship with the TEACHER.

**6. JURY DUTY**

A TEACHER called for jury duty will be paid his/her salary for those days and will turn over to the District the amount received for being a juror, exclusive of monies paid or costs incurred for travel expenses, meals, and days not counted as working days, paid holidays, or weekend jury pay.

**7. GRANDPARENT LEAVE**

A TEACHER may use any combination of their available sick and/or personal days for a total of five (5) days to visit a grandchild surrounding the time of his/her birth. The time off must be within thirty (30) calendar days of the birth of the grandchild and can only be taken by the TEACHER once per grandchild. The TEACHER may not extend the five (5) days leave by taking additional available personal days adjacent to any sick/grandparent days.

**B. NON-PAID LEAVES OF ABSENCE**

While on any unpaid leave of absence, a TEACHER shall have the option to remain an active participant in the State Teacher Retirement System and/or other FRINGE BENEFITS program by contributing the full amount required.

Upon returning from an approved leave of absence, the TEACHER will be returned to the same or equivalent position in the District with no loss in benefits that accrued before the leave began. He/she shall advise the Human Resources Department in writing by the end of the first workweek in January, if at all possible, with the latest date of notification being February 1st. In the case of a reduction in force, procedures outlined in the Illinois School Code (105 ILCS 5/24-12) will be followed.

Any TEACHER who has been employed one-hundred twenty (120) days within a school year shall be entitled to such advancement on the salary schedule as he/she would have had if the leave had not been granted. If the leave exceeds the year in which such leave commenced, the second year shall not be considered for step advancement on the salary schedule.

**1. GENERAL LEAVE OF ABSENCE**

The BOARD may grant a leave of absence without pay to a tenured TEACHER for a purpose that it, in its discretion, deems appropriate and beneficial to the District for a period of up to one (1) school year upon such terms and conditions as the BOARD may elect. The granting, withholding, or conditioning of such leave of absence will be non- precedential with respect to any other request for such leave by such TEACHER or any other TEACHER.

**2. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

a. Term of Leave:

Family and Medical Leave is granted to an eligible employee for up to twelve (12) weeks per school year (July 1 – June 30). Spouses employed by the District are jointly entitled to a combined total of twelve (12) weeks of Family and Medical Leave.

b. Eligibility and Purpose of Leave:

All TEACHERS who have been employed by the District for one full school year shall be eligible for unpaid Family Medical Leave. Family Medical Leave shall include leaves for the TEACHER'S own serious health condition, for the birth and care of the TEACHER'S newborn child, placement with the TEACHER of a child for adoption or foster care, and for the care of the TEACHER'S child, spouse, or family member with a serious health condition as provided in the Family and Medical Leave Act.

- c. Notice:  
The TEACHER will submit a written request for leave at least thirty (30) days prior to the start of the leave. If the leave is not foreseeable, the request should be submitted as soon as practical. The request will specify the estimated beginning and ending dates of the leave if possible.
- d. Benefits:  
During an approved leave of absence, the District will continue a TEACHER'S health benefits that would have been provided if he/she was working. The TEACHER is responsible for paying his/her portion of the cost of coverage. Late payments may result in cancellation of coverage.
- e. Return to Work:
  - i. Before returning to work from a Medical Leave, the TEACHER must submit a health care provider's written certification that he/she is able to return to work. Failure to provide the certification may result in the denial or delay of return to work.
  - ii. If the TEACHER is medically released to return to work earlier than expected (or if on non-medical leave, desiring to work sooner than expected), the TEACHER must give the District the earliest practical notice of the expected date of availability.
  - iii. If the TEACHER anticipates the need to extend a leave, he/she must request an extension at least two (2) weeks before the expiration of the authorized leave period. If the need for extension is not foreseeable, the TEACHER must give the earliest practical notice.
  - iv. If the TEACHER fails to return to work at the end of his/her authorized leave period, the TEACHER will be deemed to have voluntarily resigned.

### **3. PARENT/CHILD REARING LEAVE OF ABSENCE**

A tenured TEACHER who has entered upon contractual continued service will be eligible for parental/child-rearing leave with limited benefits, subject to the following conditions (special circumstances for non-tenured TEACHERS should be submitted to Human Resources):

- a. The TEACHER will make a written request for leave by advising the Superintendent or designee at least thirty (30) days prior to the expected date of birth or adoption. The request will specify the estimated beginning and ending dates of the leave.
- b. A parental/child-rearing leave may be granted to a non-tenured TEACHER under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured TEACHER, and provided the term of such leave will not be considered in computing full-time employment under Section 24-11 of the Illinois School Code (105 ILCS 5/24-11) for purposes of the continuous employment necessary to attain contractual continued service status. The granting of parental/child-rearing leave to any non-tenured TEACHER will not constitute a precedent for the granting or withholding of leave to any other non-tenured TEACHER. Each request will be judged on its own merits and will be within the sole discretion of the Superintendent or designee. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured TEACHER to apply for such leave or to accept the conditions established thereof.
- c. Any TEACHER desiring adoption leave as a result of becoming an adoptive parent will notify the Superintendent or designee, in writing, when it appears that the adoption is imminent. Leave will be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It will be the responsibility of the applying TEACHER to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of



the delivery of the child. The TEACHER may use extended personal leave or FMLA leave for personal business related to the adoption process (i.e. travel, appointments, etc.).

- d. After consultation with the tenured or non-tenured TEACHER, the Superintendent or designee will prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree. The leave will not exceed the balance of the school term in which it commences and two (2) additional years. A TEACHER requesting the next full year will be required to state his/her intent to return, if possible, prior to the end of the first week of January in the year the leave terminates with the latest date of notification being February 1<sup>st</sup>.
- e. Board paid health and/or life insurance benefits shall continue at the contractual rate for the TEACHER for the first twelve (12) weeks of leave (in conjunction with FMLA leave). Thereafter the TEACHER may maintain insurance and/or life insurance benefits by making timely payments of all premiums, which may be due to the District's Benefits Specialist or elsewhere pursuant to its direction.
- f. Sick leave may be used during the period of the parental/child rearing leave for any disability due to pregnancy or recovery, which will run concurrently with the FMLA leave.
- g. Sick bank may be used if there is a significant health condition for the mother or the child.
- h. TRS offers short-term disability benefits in some circumstances. Contact TRS for more information (<http://www.trsil.org>).

#### **4. MILITARY LEAVE**

- a. A military leave of absence shall be granted to any TEACHER who shall be inducted, recalled, or enlists for military duty in any branch of the armed forces of the United States. The leave shall be for the period of active duty in the armed forces.
- b. TEACHERS who are family members of military personnel may use either personal or sick days to attend graduations, pre- and post-deployment leaves, and any other situation that is deemed necessary.

#### **C. SABBATICAL LEAVE**

Any TEACHER who has satisfactorily completed six (6) consecutive years of full-time teaching and/or administrative service in District 47 may apply for sabbatical leave. A TEACHER who wishes to apply for sabbatical leave must submit his/her application in writing to Human Resources. A sabbatical leave screening committee will consider all sabbatical leave requests. This committee will be composed of one (1) member of the CLETA executive board, one (1) member of the BOARD, and the Superintendent or designee. The screening committee will present a recommendation to the Superintendent or designee who will submit the recommendation to the BOARD. Sabbatical leaves shall be governed by Section 5/24-6.1 of the Illinois School Code, as may be amended from time to time. The Sabbatical Procedure and forms can be found on the District website within the staff password-protected portal.

### **ARTICLE X - FLEX TIME FOR SCHOOL SOCIAL WORKERS AND SCHOOL PSYCHOLOGISTS**

#### **A. FLEX TIME FOR SCHOOL SOCIAL WORKERS AND SCHOOL PSYCHOLOGISTS**

The BOARD and CLETA agree the professional responsibilities of school social workers and school psychologists may, on occasion, extend beyond the seven and half (7.5) hour WORKDAY.

Flex time may be earned by school social workers and school psychologists for direct service to students

and/or families and in coordination with community agencies which extend beyond the WORKDAY provided it meets the following criteria. Flex time is not available for use by other groups or positions.

**1. Earning flex time**

1. The earning of flex time must be agreed upon in advance by the building administrator and the social worker and/or psychologist and will be documented on a timesheet. Activities eligible for earning flex time are those that extend beyond the school day because of the needs of the student or nature of crisis. Examples of situations that flex time can be earned include, but are not limited to, crisis and evening parent/family counseling sessions resulting from a restorative discipline/justice practice.
2. Flex time shall be earned in one-hour increments and is accruable in the school year in which it is earned.
3. Flex time can only be earned for duties that are in no other way being compensated.
4. Flex time may not be earned for duties performed outside of the school day that can be completed within the school day.
5. Social workers and/or psychologists are permitted to volunteer for activities beyond the contract day without asking to accrue flex time. Duties performed without prior administrator approval will be considered as voluntary.

**2. Using flex time**

1. Accrued flex time may be used to reduce work time in the days scheduled for the school social worker/school psychologist at the end of the school year or may be used in one-hour increments by mutual agreement between the building administrator and the school social worker/school psychologist.
2. All unused flex time will lapse at the end of the contract year or upon resignation or termination of the school social worker/school psychologist.
3. Accrued flex time does not follow a social worker and/or psychologist who voluntarily requests to transfer to a different site during the school year.
4. No monetary reimbursement shall be awarded for flex time.
5. All records of flex time will be maintained by a building administrator.

**ARTICLE XI - RETIREMENT**

**A. QUALIFICATIONS**

Eligibility for District 47 retirement benefits is contingent upon:

1. Meeting the Illinois Teachers' Retirement System's criteria for retirement benefits;
2. Have at least 13 years accrued teaching service (full-time) in District 47 at the time of retirement;
3. Employment in District 47 during the employee's final year;
4. Must retire no later than the end of the school year during which the TEACHER attains 35 years of TRS creditable service including any unused sick leave that will be submitted to TRS for creditable service; and

5. Must submit to the Human Resources Department a TRS benefits report with the TEACHER'S date of retirement.
6. Qualifications 4 and 5 of this Article XI, Section A do not apply to TEACHERS eligible for the incentives under Section C.2 (grandfathered provision).

**B. TIMELINE**

1. A TEACHER who qualifies for a non-discounted (per TRS guidelines) annuity upon retirement must apply for benefits no later than June 30, three (3) years prior to the date of retirement.
2. A TEACHER who qualifies for a discounted (per TRS guidelines) annuity upon retirement must apply for benefits no later than June 30, one (1) year prior to the date of retirement.
3. The BOARD must take action on retirement applications no later than the second regularly scheduled board meeting following the deadline.

**C. FINANCIAL INCENTIVES RELATED TO SERVICE CREDIT AND AGE**

A TEACHER must select one of the following options based on their age and service credit.

1. Discounted Annuity – Age 55 to 59 with 20 to 34 years of TRS creditable service.
  - a. A TEACHER who qualifies for a discounted annuity upon retirement shall receive a payment equal to 4% multiplied by the number of years of age over 55, multiplied by the TEACHER'S final year teaching salary. The payment will be made after the final day of work, after the final paycheck for regular earnings is issued and at least 30 calendar days after the date of retirement.
2. Non-Discounted (Fully Vested Annuity) (grandfathered provision) – A TEACHER shall receive a 6% raise in each of the last three (3) years of contractual service based on the previous year's teaching salary if: 1) the TEACHER had at least 23 years of TRS creditable service as of June 30, 2017, or 2) the TEACHER is at least age 60 with at least 10 years of TRS creditable service at the time of retirement on or before June 30, 2027, or 3) the TEACHER is age 62 with five years of TRS creditable service at the time of retirement on or before June 30, 2027. If optional service credit must be purchased to qualify for this retirement incentive, the optional service credit must be purchased by the TEACHER prior to receiving the first-year retirement incentive.
3. Non-Discounted (Fully Vested Annuity) – Age 55 with 35 years of TRS creditable service, or at least age 60 with at least 10 years of TRS creditable service, or at least age 62 with at least 5 years of TRS creditable service.
  - a. A TEACHER shall receive raise in the following percentages in each of the last three (3) years of contractual service based on the previous year's teaching salary: 6%, 6%, 5% respectively.
    - i. A TEACHER who attained 35 years of TRS creditable service prior to July 1, 2021, including any unused sick leave that will be submitted to TRS for creditable service, will not be disqualified pursuant to qualification 4 of Section A of this Article XI if the TEACHER applies for the retirement benefits by **February 1, 2022**, with a retirement date of no later than the end of the 2023-2024 school year. If such TEACHER does not submit an application by February 1, 2022, he/she becomes ineligible for the benefits provided under Section 2 of this Section C and

- the benefits provided under Section E of this Article XI.
- ii. A TEACHER who will attain 35 years of TRS creditable service during the 2021-2022, 2022-2023 or 2023-2024 school year, may submit an application for retirement benefits under this Paragraph 2 on or before **February 1, 2022**, and will then be permitted to retire on a date that will allow the TEACHER to receive all three years' of raises set forth in paragraph 2.a of this Section C. If such TEACHER does not submit an application by February 1, 2022, he/she becomes ineligible for the benefits provided under Section 2 of this Section C and the benefits provided under Section E of this Article XI.

**D. NUMBER**

The BOARD shall annually establish the number of TEACHERS that may receive District 47 retirement benefits.

**E. INSURANCE BENEFITS**

1. Approved retirees with a retirement date after June 30, 2021, will receive \$2,700.00 annually to be applied toward the current Teacher's Retirement System Insurance Program (TRIP). Teachers who retired prior to June 30, 2021, will continue to receive \$2,600 annually to be applied toward the current Teacher's Retirement System Insurance Program (TRIP).
2. Insurance benefits terminate when the TEACHER becomes Medicare eligible.

**F. EMPLOYER PENALTIES**

Employer shall pay all employer penalties as determined by the Teacher's Retirement System.

**G. UPGRADE**

Upgrade charges for service credit earned related to the 2.2 TRS formula are the responsibility of the TEACHER and not the BOARD.

**H. SICK LEAVE BONUS**

Beginning with the 2021-2022 school year, for TEACHERS eligible to receive benefits from the Illinois Teachers' Retirement System who have a minimum of thirteen (13) years continuous uninterrupted service with District 47, a bonus of fifty (\$50.00) dollars will be paid for any sick days earned in District 47 that are not eligible to be used toward service credit for the Teachers' Retirement System. Payment for such days will not exceed three hundred forty (340) days. This payment will be made after the final day of work, after the final paycheck for regular earnings is issued, and at least 30 calendar days after the date of retirement.

**I. RETIREMENT TRACK EARNINGS**

TEACHERS who have been approved for participation in a retirement incentive shall not be assigned or perform duties that will cause them to earn more than 6% over their prior year's total TRS creditable earnings. To help avoid exceeding the 6% limit, prior to October 1<sup>st</sup>, TEACHERS who have been approved for participation in a retirement incentive will be notified by Human Resources and the Business Office of the amount of extra duty and stipends they are able to earn for the school year without causing a TRS excess salary penalty. The Human Resources and the Business Office will also notify the building principals of teachers in their building who have been approved for participation in a retirement incentive and the amount of extra duty and stipends they are able to earn for the school year without causing a TRS excess salary penalty. Before a TEACHER participating in the retirement incentive accepts such a new assignment/duty that he/she did not perform the prior school year, the TEACHER and the PRINCIPAL must confirm that the new assignment/duty will not cause the TEACHER to earn more than 6% over their prior year's total TRS creditable earnings. Eligible extra duty and stipends include, but are not limited to,

instructional extra duty, supervisory extra duty, stipends listed in Appendix A of the Agreement, and completion of District 47 coursework that is not used for salary schedule credit.

## **ARTICLE XII - [INSURANCE](#)**

All full-time District 47 TEACHERS are eligible to participate in the District's approved insurance programs. Coverage is available for health, dental, life, long-term disability, and vision.

### **A. INSURANCE COMMITTEE**

The insurance program will be reviewed annually by a District Insurance Committee, which will include five (5) CLETA representatives. The Insurance Committee will be formed by March 1<sup>st</sup> each year. Two committee meetings will be scheduled prior to open enrollment, however, the Insurance Committee may, by agreement, elect to meet only once or more than twice as needed. Follow up communications will be sent electronically, or an additional meeting may be scheduled. The schedule of meetings will be determined by the end of each school year. The Insurance Committee is charged with the following responsibilities, to include, but are not limited to:

1. Applying any cost savings determined by the committee toward premium costs (excluding any savings from teachers opting out). Annual cost savings will be reflected in meeting minutes
2. Researching vendors
3. Researching various plan options
4. Recommending changes to the plans designed to reduce or eliminate any increase in the insurance premiums
5. Determining the use/allocation of the insurance subsidy
6. Determining allocation of unused benefit dollars toward contributions to flexible spending accounts under Section 125 of the Internal Revenue Code
7. The District Benefits Specialist will record meeting minutes. Meeting minutes will be taken and provided to all committee members within 15 days of each meeting

### **B. BENEFIT DOLLARS/PREMIUMS**

The BOARD will provide each participating full-time TEACHER up to \$723.00 benefit dollars per month for District-sponsored employee group health coverage for 2021. The BOARD will pay the first three percent (3%) of any increase of benefit dollars from the previous year for the duration of the Agreement.

The BOARD will provide a subsidy of \$450,000 per year for dependent health insurance for TEACHERS.

If the annual premium increase is greater than 3% but less than 6%, the TEACHER will be responsible for any increase greater than 3%. For example, if the annual premium increase is 5%, the BOARD'S increase will be 3% and the TEACHER'S increase will be 2%. However, cost savings secured through insurance plan modifications will be shared equally by the BOARD and the TEACHERS.

If the annual premium increase exceeds 6%, the BOARD'S increase will be 3% and the TEACHER'S increase will be the annual premium increase minus the 3% BOARD increase. However, cost saving secured through insurance plan modifications will be first applied to the portion of the annual premium increase that exceeds 6%. Any additional cost savings secured through modifications to the plan will be shared equally by the BOARD and the TEACHERS. For example, if the annual premium increase is 8%, the BOARD'S increase will be 3% and the TEACHER'S increase will be 5%. However, if cost savings secured through insurance plan modifications results in a 4% reduction in the annual premium, the BOARD'S increase will be 2% and the TEACHER'S increase will be 2%. The first 2% of the reduction will be applied to the overall increase and the remaining 2% reduction will be shared between

the BOARD and the TEACHERS.

#### **C. ANNUAL WELLNESS SCREENING**

The BOARD shall offer, at its own expense, an annual wellness screening for all full-time TEACHERS covered. Those TEACHERS who do not elect to obtain a wellness screening or do not otherwise provide evidence of obtaining a wellness screening from his/her own physician shall contribute an additional \$20 per month toward the cost of insurance coverage. For the purpose of the screening, annual refers to the period of twelve (12) months beginning the first day of each school year. The HR Department will provide annual notification of wellness screening procedures. The wellness screening procedure and forms can be found on the District website within the staff password-protected portal.

#### **D. LIFE INSURANCE**

The BOARD will provide, at its own expense, each full-time TEACHER with \$10,000 group term life insurance.

#### **E. SECTION 125 FLEXIBLE SPENDING**

The BOARD will extend Section 125 flexible spending benefits to its full-time TEACHERS. Coverage will extend to qualified benefits under Section 125 of the Internal Revenue Code for qualified health care and dependent care expenses.

1. The BOARD will have the right to select the administrating agent of the IRS Section 125 individual accounts.
2. Each full-time TEACHER may take the maximum payroll deduction for medical expenses and the maximum payroll deduction for dependent care expenses that are allowable under the IRS regulation. It remains the full-time TEACHER'S responsibility to make sure that the deduction meets the IRS regulation.

#### **F. OPTING OUT OF INSURANCE**

A TEACHER may opt-out of District 47's Medical plan if covered under another medical insurance plan. If a TEACHER chooses this option and is enrolled in another PPO or HMO plan, the District will deposit \$500 annually running concurrent with the first payroll in January into a traditional Flexible Spending Account that can be used for qualified Medical, Dental, and Vision expenses. If a TEACHER chooses this option and is enrolled in another High Deductible Health plan with an HSA, the District will deposit \$500 annually running concurrent with the first payroll in January into a Limited Flexible Spending Account, which can be used for qualified Dental and Vision expenses. Submitting proof of other medical insurance coverage is required to be eligible for the annual \$500 deposit.

#### **G. HEALTH SAVINGS ACCOUNT**

If a TEACHER chooses to enroll in a High Deductible Health Plan with a Health Savings Account (HSA), the BOARD will deposit \$1,000 annually into the TEACHER's HSA running concurrent with the first payroll in January.

### **ARTICLE XIII - PROFESSIONAL RESPONSIBILITIES**

CLETA and the BOARD are committed to employing and sustaining quality employees to enhance and maximize teaching and learning for the students. To that end, CLETA and the BOARD have agreed on the creation of a Professional Development Committee, Meeting Guidelines, and Plan Time Allotments and Guidelines to support TEACHERS' professional responsibilities.

#### **A. PROFESSIONAL DEVELOPMENT COMMITTEE:**

Professional development will be reviewed at least annually by a District Professional Development Committee. The Professional Development Committee will be comprised of people selected by Administrators and CLETA-selected members representing all stakeholders. The number of people

selected by Administrators on the committee shall not exceed the number of CLETA members on the committee. Participation on the committee is voluntary. One District Administrator and one CLETA member will co-chair the committee. Meeting minutes will be taken and provided to all committee members and the CLETA President or designee within 15 days of each meeting by a CLETA-selected member appointed as secretary of the committee. The Professional Development Committee will be formed and hold its first meeting no later than 60 days following the ratification and approval of this Agreement and afterwards as determined by the committee. The Professional Development Committee is charged with the following responsibilities, to include, but are not limited to:

1. Determining the professional development for early release, school improvement days and any other student non-attendance days.
2. Actively seek input from administrators and TEACHERS regarding the type of professional development needed
3. Create an evaluation form, which can be used for all professional development sessions in order to improve future professional development sessions, in addition to required State evaluation forms
4. Receive and evaluate ongoing feedback regarding professional development
5. Create and prioritize professional development topics
6. Generate a timeline in which all TEACHERS must adhere to and have completed all requirements of mandated professional development topics
7. Suggest format(s) for differentiation for the various groups

## **B. MEETING GUIDELINES**

The District believes in providing flexibility for work schedules and accommodating employees' work/life balance. However, the schedule for meetings and plan time for TEACHERS must be dictated by the needs and in the best interests of the students. As a result, each TEACHER'S frequency, and number of meetings to fulfill their professional responsibilities may vary weekly and monthly based on their individual role. A reasonable effort will be made by administration to minimize the number of meetings held prior to the student day for elementary and following the student day at the middle school that are not directly tied to students and/or curriculum (i.e. faculty meetings, safety/operations meetings, etc.). These guidelines do not apply to meetings that are considered professional development, have a primary focus on curriculum and/or student problem solving, and/or are voluntary in nature such as a TEACHER's participation on a committee and/or performing an extra duty.

## **C. ELEMENTARY PLAN TIME ALLOTMENTS**

Plan Time for Elementary Teachers shall be allotted as follows:

1. Elementary Classroom TEACHERS shall include all kindergarten through fifth grade classroom TEACHERS and TEACHERS with the District's K-5 self-contained programs. Such TEACHERS shall receive five (5) hours of designated plan time per full week during INSTRUCTIONAL TIME. Up to one (1) of the five (5) hours per week may be utilized for data review and curriculum as directed by the Administration. Plan time will occur in at least sixty (60) minute blocks.
2. Elementary Encore TEACHERS shall include kindergarten through fifth grade Art, Music, Physical Education, STEM (Science, Technology, Engineering, and Math), and Library

Media Center TEACHERS. Such TEACHERS shall receive at least three (3) hours of designated plan time per full week during INSTRUCTIONAL TIME. Plan time will occur in at least thirty (30) to sixty (60) minute blocks.

- a. In addition, Elementary Encore TEACHERS shall receive thirty (30) minutes of plan time from 8:10 AM to 8:40 AM two (2) days per full week. The same two (2) days shall be designated each week for each TEACHER per building. If an Elementary Encore TEACHER is required to attend a meeting from 8:10 AM to 8:40 AM on a day designated for plan time, the District shall permit the Elementary Encore TEACHER to use from 8:10 AM to 8:40 AM on a different day that same week for plan time.
  - b. If they so choose, Elementary Encore TEACHERS may voluntarily perform check in/check out duties.
  - c. If the District is unable to provide an Elementary Encore TEACHER at least three (3) designated hours of plan time per full week during INSTRUCTIONAL TIME, the TEACHER will be paid the “instructional extra duty rate,” as defined by Article XVI, Section F.1 of the CBA, for any time lost from the three (3) hours during INSTRUCTIONAL TIME. In order to be eligible for the instructional extra duty rate, the Elementary Encore TEACHER must have approval from his/her direct supervisor. Elementary Encore TEACHERS will not receive any additional pay if the loss of allocated plan time is due to:
    1. an event included on the school calendar such as an early release day, institute day, assembly, or holiday;
    2. an emergency day, sick day, personal day, dock day, or field trip; or
    3. a TEACHER voluntarily choosing not to use the designated plan time in order to participate in another activity/event.
3. Elementary Related Services Professionals shall include kindergarten through fifth grade Bilingual, English Language Learners (ELL), Special Education, and Extended Curriculum Teachers along with Reading Interventionists, Speech Language Pathologists (SLP), and Learning Behavior Specialists (LBS1). Such TEACHERS will receive at least four (4) hours of designated plan time per week during INSTRUCTIONAL TIME. The District will endeavor to provide the four (4) hours of plan time in at least twenty (20) minute blocks. However, the District is unable to guarantee plan time in at least twenty (20) minute increments.

#### **D. ELEMENTARY PLAN TIME GUIDELINES**

1. The aforementioned plan time allotments for Elementary TEACHERS may be reduced in any given week due to the following:
  - a. An event included on the school calendar such as an early release day, institute day, assembly, or holiday;
  - b. An emergency day, sick day, personal day, dock day or field trip; or
  - c. A TEACHER voluntarily choosing not to use designated plan time in order to participate in another activity/event.
2. The District shall not require Elementary Encore TEACHERS to perform ongoing duties during times designated for plan time. However, Elementary Encore TEACHERS may



voluntarily perform ongoing duties during their designated plan time.

3. The District shall not require Elementary TEACHERS to attend IEP meetings during their designated plan time.

#### **E. MIDDLE SCHOOL PLAN TIME ALLOTMENTS**

Plan Time for Middle School TEACHERS shall be allotted as follows:

1. Middle School Classroom TEACHERS shall include sixth grade through eighth grade classroom TEACHERS and the District's program TEACHERS, such as special education, Oasis, Cross Cat, CDP, Adjusted Learning, and Aspire. Such TEACHERS shall receive four hundred and thirty (430) minutes of designated plan time per full week.
2. Middle School Encore TEACHERS shall include sixth grade through eighth grade Art, Music, Physical Education, Family and Consumer Sciences, Health, Foreign Language, and STEM (Science, Technology, Engineering, and Math) TEACHERS. Such TEACHERS shall receive at least four hundred and twenty-five (425) minutes of designated plan time per full week.
3. Middle School Related Services Professionals shall include sixth grade through eighth grade English Language Learners (ELL) along with Interventionists, and Speech Language Pathologists (SLP). Such TEACHERS shall receive at least two hundred and forty (240) minutes of designated plan time per full week. The District will endeavor to provide additional plan time when possible.

#### **F. MIDDLE SCHOOL PLAN TIME GUIDELINES**

The aforementioned plan time allotments for Middle School TEACHERS may be reduced in any given week due to:

1. An event included on the school calendar such as an early release day, institute day, assembly, or holiday;
2. An emergency day, sick day, personal day, dock day or field trip; or
3. A TEACHERS voluntarily choosing not to use designated plan time in order to participate in another activity/event.

#### **G. EARLY CHILDHOOD PLAN TIME ALLOTMENTS**

Plan Time for Early Childhood TEACHERS shall be allotted as follows:

4. Early Childhood Classroom TEACHERS shall include all Pre-K classroom TEACHERS and TEACHERS with the District's Pre-K self-contained programs. Such TEACHERS shall receive five (5) hours of designated plan time per full week. Up to one (1) of the five (5) hours per week may be utilized for data review and curriculum as directed by the Administration. For purposes of calculating the plan time allotment, the plan time provided during the WORKDAY shall be considered plan time. Plan time will occur in at least thirty (30) minute blocks.
5. Early Childhood Related Services Professionals shall include Pre-K English Language Learners (ELL) and Speech Language Pathologists (SLP). Such TEACHERS will receive at least four (4) hours of designated plan time per full week. For purposes of calculating the plan time allotment, the plan time provided during the WORKDAY shall be considered plan time. Plan time will occur in at least thirty (30) minute blocks.

## **H. EARLY CHILDHOOD PLAN TIME GUIDELINES**

The aforementioned plan time allotments in this Section may be reduced in any given week due to:

1. An event included on the school calendar such as an early release day, institute day, assembly, or holiday;
2. An emergency day, sick day, personal day, dock day or field trip; or
3. A TEACHERS voluntarily choosing not to use designated plan time in order to participate in another activity/event.

## **I. PART-TIME TEACHER PLAN TIME ALLOTMENTS**

Teachers regularly employed less than 1.0 full-time equivalent (FTE) are entitled to a proportion of plan time for their job classification in the same proportion as their hours of employment are to fulltime employment.

### **ARTICLE XIV - PROFESSIONAL DEVELOPMENT – INCENTIVES & PROCEDURES**

The purpose of professional development is to improve instruction and increase student achievement. Professional development must address District goals, building initiatives, and maintaining highly qualified licensed professionals.

- A. The BOARD offers incentives to TEACHERS to continue their education by earning graduate credits related to degree programs and/or courses that relate to the Illinois Professional Teaching Standards.

Reimbursement for graduate level coursework pertaining to Educational Leadership and administrative licensure for the state of Illinois is provided within the following parameters: 1) the TEACHER already holds a Master's degree and is pursuing an additional Master's degree or 2) the TEACHER has been employed in the District for a minimum of 7 years as a TEACHER and has received evaluation ratings of proficient and/or excellent on all evaluations. The District has the discretion to grant tuition reimbursement for a TEACHER that has less than seven years of experience in the District if the District has determined there is a significant need to add to the administrative candidate pool. If/When the District has determined that a need exists to increase the administrative candidate pool, a communication will be distributed to all TEACHERS letting them know that reimbursement would be available for a specific timeframe waiving the parameters above.

TEACHERS enrolled in an Educational Leadership program that may not meet the parameters set above may request that the course syllabus and/or description be reviewed by the Human Resources Office for possible reimbursement based on a relevance to teaching responsibilities.

- B. Credits earned shall be subject to the following:
1. Credits earned shall be for graduate level courses and non-traditional types of programs such as distance learning graduate level courses from a college or university that is recognized by the Illinois State Board of Education or accredited by the state in which the university is located. All coursework shall be related to the Illinois Professional Teaching Standards. Alternative certification/licensure may be pursued with prior approval by the Superintendent or designee for the purpose of addressing a need of the District. Courses must all be pre-approved by the Superintendent or designee in order to apply toward movement on the salary schedule.
  2. Undergraduate coursework may be approved for salary schedule credit in unique circumstances by the Superintendent or designee.

3. Only 18 credits per year will be approved for salary schedule advancement. This 18-credit limitation does not apply to mandated District coursework. TEACHERS enrolled in a cohort program requiring more than 18 credits in one year may apply for a waiver from Human Resources.
4. Credit hours earned other than semester hours need to be converted to semester hours based on the conversion appropriate to each education institution.
5. Horizontal movement on the salary schedule shall be granted for the satisfactory completion (grade "B" or better, or "pass" if grading system is pass/fail) of graduate courses from a college or university that is recognized by the Illinois State Board of Education or accredited by the state in which the university is located. Such movement shall occur at the beginning of each school term, provided pre-approval of the coursework has been granted by the Superintendent or designee prior to the onset of such school term. If the pre-approved coursework causing the movement is going to be completed during the months of June, July, and August, an official grade card or official transcript provided by the registrar of the college or university shall be similarly filed by October 1st. In addition, mid-year horizontal movement will be granted upon completion of Masters' degree or other post-graduate degree. Intention of such movement at mid-year must be submitted in writing to the Superintendent or designee by the first day of student attendance of the fall semester in which completion of degree is expected. Evidence of mid-year completion of a Masters' degree is due to the Superintendent or designee by February 1st.
6. Credit toward horizontal movement on the salary schedule shall also be granted for the satisfactory completion of District 47 coursework. However, during the enrollment process for District 47 coursework, the TEACHER must choose to receive either credit toward horizontal movement on the salary schedule or stipend for the coursework (described below). Once a course is completed and processed by the instructor/District, no changes will be made in the TEACHER'S selection of salary schedule credit or stipend.

C. Remuneration Procedures

1. The BOARD will provide partial tuition reimbursement to TEACHERS for credits described above.
2. The BOARD will also provide a stipend to TEACHERS for District 47 coursework, except that when a TEACHER elects horizontal movement on the salary schedule for District 47 coursework, he/she waives the right to a stipend.
3. Amount of Remuneration
  - a. A TEACHER shall receive remuneration for tuition at a rate of \$200.00 per credit hour or the actual cost of the credit hour, whichever is less.
  - b. A TEACHER shall receive remuneration for a maximum of \$1,200 per contract year for any combination of graduate credits and/or District 47 coursework when in a non-degree program.
  - c. A TEACHER shall receive remuneration for a maximum of \$1,800 per contract year for any combination of graduate credits and/or District 47 coursework when pursuant to a degree program.
  - d. A TEACHER shall receive a stipend of \$100 per credit for District 47 coursework, except when the TEACHER chooses salary schedule credit and waives the \$100 stipend.
4. Request for tuition reimbursement shall be made to the Human Resources Office at least fifteen (15) workdays prior to that month's BOARD meeting date. Upon receipt of official

grade card or transcript, the Human Resources Office shall submit a request for remuneration at the next regular meeting of the BOARD provided the information is submitted in time for the Business Office to include the request in the Board Packet. If the information is not submitted in time for the next regular meeting of the Board, the request will be submitted for approval at the following regular meeting of the Board. Upon approval by the BOARD, the TEACHER will receive reimbursement.

D. Interest Free Loans

The District shall provide, upon application, interest-free loans for tuition for approved course work leading toward a Masters' degree, approved course work, or to gain an endorsement. A maximum of \$5000 per applicant may be requested annually. The District shall pay the university or college directly. Repayment of such loans shall be made over the remainder of the contract year through payroll deduction.

E. Required Training Sessions

1. TEACHERS must complete all mandated trainings within the timelines established by the Superintendent or designee.
2. No mandatory trainings will be required for returning staff during the summer months when school is not in session.
3. The District will provide time for TEACHERS to work on mandated trainings, including GCN topics, during the TEACHER WORKDAY when students are not in attendance.
4. New TEACHERS are required to attend new employee orientation and trainings as part of their onboarding process not to exceed 15 hours total time required.

**ARTICLE XV - SUPERVISORY EXTRA DUTIES**

A. The method for filling supervisory extra duties will be on a voluntary basis except as provided for in Paragraph D.

B. The reimbursement for supervisory extra duties assumed by a TEACHER shall be \$19.88 per hour gross pay during the 2021-2022 school year. Each following year the pay rate will increase by the annual tax cap percentage rate used to calculate the District's tax cap limitation for that fiscal year. Supervisory duties will be reimbursed following the submission of a completed timesheet by the TEACHER reflecting actual work performed.

C. Duties classified as "supervisory" shall include: AM and PM bus/playground supervision, lunchroom/lunchtime playground supervision, and Saturday detention supervision. Such duties will be organized based on the needs of the schools as determined by the building administration. TEACHERS are responsible for arranging for a substitute to cover their extra duty assignment in order to attend mandatory meetings (i.e. faculty meeting, pre- and post- conference, etc.).

D. For supervisory duty positions not filled on the first day of school, or that occur during the school year, the following procedure will be followed:

1. All TEACHERS who do not have a supervisory extra duty will be notified and asked if they will fill a vacancy.
2. If vacancies still exist, TEACHERS who do not have a supervisory extra duty will share (rotate) to fill the open position(s). A TEACHER may be excused from this rotation by the administrator.

3. The administrator will continue to make all reasonable efforts to employ lay personnel to relieve the TEACHERS from duties under this paragraph.
4. If after four (4) calendar weeks there are still TEACHERS affected by this paragraph, the administrator will discuss efforts made to find lay personnel with CLETA'S representative.

#### **ARTICLE XVI - INSTRUCTIONAL EXTRA DUTIES**

- A. The rate of pay for instructional extra duties shall be \$32.16 per hour gross pay during the 2021-2022 school year. Each following year the pay rate will increase by the annual tax cap percentage rate used to calculate the District's tax cap limitation for that fiscal year. Instructional duties will be reimbursed on a quarterly basis for actual work performed by the TEACHER.
- B. The following guidelines shall apply to all instructional extra duties:
  1. Elementary (K-5)
    - a. 270 total hours will be allocated per building. Hours for the 3 activities listed in B.1.a will be managed by the building administration who will submit the distribution of hours in an electronic spreadsheet to the building CLETA representative and the Business Office by October 15<sup>th</sup> of each school year. Hours will be allocated as follows:
      - i. Performing Arts (20-50 hours)
      - ii. Patrol (20-40 hours)
      - iii. Chorus (20-50 hours)
    - b. Elementary School Band - 40 hours (per full-time band teacher)
      - i. Solo and Ensemble Festival (10)
      - ii. 1 Individual evening band concert per elementary school in Fall/Winter (6)
      - iii. 1 Mass Evening Band Concert with the 3 elementary schools the teacher has been assigned to, which is held at a middle school in the spring in conjunction with one of the middle school bands (2)
      - iv. Recruiting for Beginning Band (18)
      - v. Back to School Night for 2 of the 3 elementary schools (4)

Elementary band is scheduled before INSTRUCTIONAL TIME, but during the TEACHER WORKDAY. Full-time elementary band teachers will have an overload due to providing full band practice and 8 (30 minutes) lessons per day. Each elementary band teacher will be assigned to 3 schools per week. The overload will be calculated in accordance with the language in Article XVI.G.2.

- c. The range of hours is to be determined by the building administration in conjunction with the activity sponsor. Hours not used for the B.1.a activities may be used for additional student activities at the discretion of the building administration. All activities must be determined by December 15<sup>th</sup> each year. No additional activity may be paid more than 30 hours.
2. Middle School (6-8)
  - a. Instructional duty hours will be managed by the building administration who will submit the distribution of hours in an electronic spreadsheet to the building CLETA representative and the Business Office by October 15<sup>th</sup> each year.
    - i. Conference Sports - 1700 hours per building for the following Fox Valley Conference athletic activities: Cross Country, Volleyball, Basketball, Wrestling, Track, Cheerleading, and Pompons.
 

Sport/Non-Discretionary	Coaches per building	Hours
Cross Country	Coach 1	60
	Coach 2	60

	Coach 3	60
Volleyball	Coach 1	100
	Coach 2	100
Boys Basketball	Coach 1	100
	Coach 2	100
Girls Basketball	Coach 1	100
	Coach 2	100
Wrestling	Coach 1	100
	Coach 2	100
Track	Coach 1	90
	Coach 2	90
	Coach 3	90
	Coach 4	90
	Coach 5	90
	Coach 6	90
Poms	Coach 1	80
Cheerleading	Coach 1	100
	TOTAL	1700

- ii. Intramural Sports – 50 hours per coach/activity. The following intramural sports will be offered at each middle school: volleyball, girls' basketball, boys' basketball, and dance club. Actual number of coaches/activities will vary depending upon student participation.
- iii. Middle School Band – 62 hours (per full-time band teacher):
  - a) Solo and Ensemble Festival (10)
  - b) Fox Valley Honors Band (9)
  - c) Full Band Festivals/Contests (16)
  - d) Evening Band Concerts per middle school (9)
  - e) Recruiting for Beginning Band (18)

Middle school band is scheduled during INSTRUCTIONAL TIME. As a result, full-time middle school band teachers will have an overload. Middle school band teachers shall be scheduled for 3 (40 minute) full band practices daily and 4 (43 minutes) blocks of lessons daily. The overload will be calculated in accordance with the language in Article XVI.G.2.

- iv. Activities/Clubs – 1,056 hours per building as follows:
  - a) Scholastic Bowl (maximum of 100 hours per middle school)
  - b) Science Olympiad (maximum of 100 hours per middle school)
    - i. State Science Olympiad (maximum of 100 hours per sponsor)
    - ii. If extended travel and an overnight stay is required: \$250 per day
  - a) Performing Arts (100 –150 hours)
  - b) Media 50 – (150 hours)
  - c) Student Government (50-150 hours)
  - d) Yearbook (75-125 hours)
  - e) Top Jazz Band (60 – 75 hours)
  - f) Top Chorus (50 – 125 hours)
  - g) Second Chorus (50-125 hours)
    - \*\* (At least 20 students must participate in each chorus to hold the activity.)
- b. The range of hours is to be determined by the building administration in conjunction with the activity sponsor. Distribution of hours should be representative of student

participation. The goal is to engage the maximum number of students with quality activities.

- c. Hours not used for activities listed in B.2a.iv may be used for additional student activities at the discretion of the building administration. All activities must be determined by December 15<sup>th</sup>. No additional activity may be paid more than 30 hours.
- C. TEACHERS are responsible for arranging for a substitute to cover their extra duty assignment in order to attend mandatory meetings (i.e. faculty meeting, pre- and post- conference, etc.).
- D. The BOARD will provide funds for District-wide approved afterhours academic competitions. Application will be made as needed through the building administration in concert with the sponsor involved. Final approval will be the responsibility of the Superintendent or designee.
- E. Post-season stipends for TEACHERS who coach the Illinois Elementary School Association (IESA) sports of Cross Country, Track, and Wrestling will be as follows:
  - a. Regional (if applicable) – Each approved coach will be paid for 10 hours at the instructional extra duty rate.
  - b. Sectional – Each approved coach will be paid for 10 hours at the instructional extra duty rate.
  - c. State – Each approved coach will be paid for 10 hours at the instructional extra duty rate.
  - d. When extended travel and an overnight stay is required, each approved coach will be paid \$750.

The number of approved coaches will vary depending upon student participation in postseason events. If only a portion of the team or an individual team member advances to the post-season, the number of coaches approved for post-season coaching stipends for each sport shall be determined by the building administration with the input of the building athletic director. If not all coaches on a team are approved, the coaches may mutually agree to divide the approved stipend amount among all the coaches.

- F. If during the term of this Agreement the BOARD shall create any additional extra duties, the rate of pay will be as agreed upon in ARTICLE XVI, Section A. All openings/changes will be posted by the principal in a space mutually agreed upon with the building CLETA representative(s).
- G. Additional Teaching/Supervision Responsibility (Elementary and Middle School)
  - 1. Short term – All TEACHERS who teach extra classes on a day to day basis by substituting for another TEACHER shall be paid at the instructional extra duty rate for the duration of this Agreement. The instructional extra duty hourly rate will be adjusted for the class period length. Example: hourly rate of \$32.16 x .75 = \$24.12 for a middle school class period length of 45 minutes.
  - 2. Long term – If it becomes necessary for a TEACHER to teach one additional class period on a long term basis, the formula for calculating salary for this additional load is as follows: Stipend = 16.67% of the annual salary schedule rate for teaching one additional class period for a school year. For teaching for a trimester or two trimesters the amount will be prorated as follows:
    - a. Trimester – 5.56%
    - b. Two (2) Trimesters – 11.12%
  - 3. Scorers and Timers shall be paid at a rate of \$43.33 per two game session (based on 2 ½ hours) with a maximum of one scorer and one timer per game.

## **ARTICLE XVII - ADDITIONAL PAID DUTIES (STIPENDS)**

Additional duties/roles that occur or are fulfilled outside of the contractual day/year are compensated based on Appendix A - STIPENDS. Each duty has a job description that is available in the Human Resources Department for those interested. Stipend duties are assigned through a joint process of a TEACHER demonstrating interest/applying for a duty and administration selecting TEACHER(S) who are qualified from those demonstrating interest/applying. A TEACHER who satisfactorily fulfills the responsibilities of the position may choose to continue in the role in the subsequent contractual year. The Administration will provide written feedback to the TEACHER in the event there are unsatisfactory performance concerns. If a TEACHER does not satisfactorily fulfill the responsibilities of the position, the Administration reserves the right to reassign the position. The TEACHER will be notified of the decision to reassign the position by the last day of the school year. The procedural elements of this paragraph are grievable and arbitrable, but the determination that job performance is unsatisfactory is not grievable or arbitrable. If the employee believes the determination to reassign the position based on job performance was inaccurate, the employee may request a meeting with Human Resources and appeal the decision. All stipends will have the appropriate payroll deductions made at the time of payment.

## **ARTICLE XVIII - TEACHER EVALUATION**

A teacher evaluation committee comprised of CLETA members and Administrators shall meet annually to review the licensed staff evaluation process and tools to ensure they comply with applicable state and/or federal law. The number of Administrators on the committee shall not exceed the number of CLETA members on the committee. To the extent the District's evaluation process and tools exceed the applicable state and/or federal requirements, the District's process and tools shall apply. The licensed staff evaluation can be found on the District website within the staff password-protected portal.

## **ARTICLE XIX – JUST CAUSE DISCIPLINE**

No TEACHER shall be disciplined without Just Cause. Discipline includes, but is not limited to, documented warnings, reprimands, suspensions, and discharge.

Written reprimands or warnings shall be defined as a separate document apart from the TEACHER'S evaluation form. It is specifically agreed that this section shall not apply to a decision by the BOARD to terminate a TEACHER or to not renew the contract of a TEACHER.

Criteria for determining Just Cause is located in the District Employee Handbook on the District website within the staff password-protected portal.

## **ARTICLE XX - JOB SHARING**

Job sharing is a voluntary employment arrangement in which two currently employed tenured TEACHERS share one full-time position. The job share program is available on a very limited basis.

1. Teachers interested in job sharing shall submit a Job Share Proposal to their Principal by February 1 of the year preceding the school year for which the job share arrangement is requested.
  - a. The Job Share Proposal will be detailed and will include Teaching Responsibilities, Assignments, Professional Responsibilities, and any other special considerations that need to be in place.
  - b. Upon preliminary approval by the Principal, the plan shall be forwarded to the Assistant Superintendent of Human Resources for potential approval.
    - i. The granting or denial of a job-sharing arrangement does not set a precedent with respect to the granting or denial of future job-sharing arrangements.
    - ii. Refusal to grant a job-sharing proposal is not subject to the grievance procedure.
  - c. The District will notify job sharing applicants in writing of the status of their request by April 1 of each year.
  - d. If one job-sharing partner vacates their assignment for whatever reason, the job-sharing situation will be evaluated for continuation.



- i. If it is determined that the job-sharing arrangement will continue, it is expected that when a job-sharing role is vacated, a replacement will be found through normal recruitment procedures for filling vacancies within one (1) month of the date the vacancy occurs.
- ii. If such does not occur, it is expected the job being shared will be returned to full-time status.

#### **ARTICLE XXI - [INTERNAL TRANSFER](#)**

TEACHERS are encouraged to apply for internal openings, if interested. However, such applications may not be considered if submitted after August 15<sup>th</sup> for the upcoming school year. If a TEACHER applies for an internal opening prior to August 15<sup>th</sup>, as a professional courtesy, all currently employed TEACHERS will be contacted regarding their application. If an interview is required, a reasonable effort will be made to schedule the interview outside of work hours. Internal transfer refers to moves between positions covered under this Agreement. The internal transfer procedures are located on the District website within the staff password-protected portal. Voluntary transfers will be considered before involuntary transfers.

##### **A. Voluntary Transfer**

The following process will be followed for all posted openings:

1. Open positions will be posted using the district's on-line application system.
2. Human Resources will send an email to all employees providing a link to the job posting providing the specifics about the position and how to apply.
3. Positions will be posted internally for five (5) days prior to being posted on external websites and/or with professional organizations outside of District 47.
4. All currently employed certified staff will be contacted regarding their application. Contact may range from an email notifying the employee that their application has been received to an interview with the hiring administrator.
5. Selected candidates will be contacted and interviewed for the position. Internal applicants will be considered but not necessarily granted an interview.

All applicants will be contacted once the position has been filled. Contact may range from an email notifying the employee that the position has been filled to a call from the administrator with details regarding the position.

##### **B. Involuntary Transfer**

The involuntary transfer to another building of a TEACHER may become necessary. District Administration will discuss with the CLETA President prior to the transfer process the needs of the District and the process being used to determine the transfers needed. The decision to involuntary transfer a TEACHER is within the sole discretion of the Administration.

##### **C. Notification of Assignment**

All TEACHERS will be notified of their position for the following school year before the last day of the school year. If there is a change in position after the last day of the school year, the District will promptly notify the TEACHER.

#### **ARTICLE XXII -- [TRAVEL & MILEAGE REIMBURSEMENT](#)**

As outlined in the Mileage Reimbursement Procedure, District 47 shall pay for authorized mileage reimbursement between schools by TEACHERS at the rate recognized by the U.S. Internal Revenue Service. No travel expenses shall be paid for required in-District professional meetings or institute days.

As outlined in the Travel Reimbursement Procedure, District 47 shall pay for authorized out-of-District travel expenditures by TEACHERS at the rate recognized by the U.S. Internal Revenue Service. The travel and mileage reimbursement procedures are located on the District website within the staff

password-protected portal.

#### **ARTICLE XXIII - PHYSICAL EXAMINATION**

All TEACHERS must have a physical examination on record in the Human Resources Office no later than the first day the TEACHER begins work in the District. Cost of this physical is to be borne by the TEACHER. No further physical examination is to be required except upon special request by the BOARD. The cost of a requested physical examination will be borne by the BOARD.

#### **ARTICLE XXIV - SALARY SCHEDULE**

A. TEACHERS shall be paid according to the attached salary schedules for the duration of this Agreement.

B. TEACHERS who work extra days shall be paid at his/her per diem (base salary divided by 180 WORKDAYS). All work performed on extra days shall be approved by a supervisor and the schedule of when the extra days will be worked shall be mutually agreed upon by the supervisor and TEACHER.

Employees serving in the following TEACHER positions listed below and who worked such positions during the 2020-2021 school year shall be grandfathered into the extra days beyond the normal 180 WORKDAYS listed below unless the TEACHER and his/her supervisor mutually agree to a lesser number of extra days. If there is no mutual agreement, the number of extra days will remain the same as was provided in the 2020-2021 school year.

- School Nurse: 8 days
- School Psychologist/Social Worker: 10 days
- Dual Language Coach/Literacy Coach/MTSS Coach: 10 days
- Middle School Instructional Coach: 11 days
- Reading Recovery Lead Teacher/iCoach: 15 days

Non-Grandfathered TEACHERS who are assigned to one of the above TEACHER positions may be assigned extra days by the Administration provided the number of extra days does not exceed 5.

C. Schedule Adjustments:

1. The length of the school year for TEACHERS covered by this Agreement shall not exceed 180 employment days. A TEACHER'S per diem daily rate is calculated by taking his/her annual salary from the salary schedule divided by 180. By October 15<sup>th</sup> of each school year, the Business Office will submit to the CLETA President or designee a list of any TEACHER positions that exceed 180 days.
2. TEACHERS may obtain horizontal movement on the salary schedule pursuant to ARTICLE XIV - PROFESSIONAL DEVELOPMENT – INCENTIVES & PROCEDURES. Horizontal movement on the salary schedule is allowed for the satisfactory completion (grade “B” or better, or “pass” if grading system is pass/fail) of graduate courses from a college or university that is recognized by the Illinois State Board of Education or accredited by the state in which the university is located. All coursework shall be directly related to the Illinois Professional Teaching Standards.
3. TEACHERS will move into the Masters' column of the salary schedule upon the completion of a graduate degree program provided pre-approval of the post-graduate degree program has been approved by the Superintendent or designee.

4. After a TEACHER is in the lowest step of lane MA+50 (step 29) for one year, the TEACHER will receive a 3% increase each year thereafter for the duration of the Agreement.
5. Vertical movement of one step per year on the salary schedule will take place at the beginning of each school year.
6. Movement from lane MA+32 to MA+50 at Steps 25 and 26 will be limited to horizontal movement only. Vertical movement on the schedule will resume the following year.
7. Step placement for new hires will be rounded to the nearest step. Any accumulation of less than .5 will be rounded down. Increments of .5 or more will be placed on the next highest step.
8. The District Administration is solely responsible for placing new hires on the salary schedule.
9. The BOARD and CLETA will endeavor to move towards an indexed salary schedule in future Agreements.

## **ARTICLE XXV – PAYROLL**

### **A. WAGE STATEMENT**

At the beginning of each school year, each TEACHER shall receive a WAGE STATEMENT.

### **B. UNION DUES**

The District provides CLETA the option to have a payroll deduction for CLETA dues. The deduction may be initiated or adjusted by CLETA, by submitting such request to the Superintendent or designee by the 1<sup>st</sup> of any month. The initial list for each contract year must be received on or before September 10<sup>th</sup>. Any change made after the initial list, will be taken beginning the next available payroll. Start dates of changes should be clarified with the Business Office to ensure that CLETA has given the correct per pay deduction.

The list supplied by CLETA must indicate the member's name and the amount of per pay deduction. Deductions will be taken each payroll beginning in October and ending in June of each year, allowing for up to 20 deductions per the current payroll calendar.

Dues collected will be forwarded to CLETA following each pay period with a listing of TEACHERS and deduction taken.

### **C. PAYROLL CHECKS**

Payments will be made bi-weekly as indicated on the "Teaching Staff Payroll Calendar." The bi-weekly payroll amount is calculated by dividing the annual salary by the number of payroll dates in a given contract year. A 5-year payroll calendar, which is mutually agreed upon annually by the Business Office and CLETA, is located on the District website within the staff password-protected portal. By September 1 of each school year, the Business Office will post on the staff password-protected portal of the District's website the current year's extra duty rates and in what month the quarterly payments will be made for such duties. A TEACHER who is not enrolled in direct deposit will receive his/her check at the home building assignment indicated on the WAGE STATEMENT.

Each TEACHER will automatically receive their remaining checks for the contractual year on the first full payroll period following the last day of school, which is indicated on the payroll calendar, unless they indicate their preference to continue to receive bi-weekly paychecks throughout the summer on the form provided by Administration. This form shall be submitted to the Business Office electronically on or before May 10<sup>th</sup> of the current school year.

#### **D. PAYROLL DEDUCTIONS**

The following deductions will be applied to each TEACHER'S bi-weekly paychecks:

1. Income Tax Deduction – as set forth by the IRS and State of Illinois based upon a completed W-4 form.
2. Teacher's Retirement System (TRS) Contributions – as approved by TRS.
3. Medicare Contribution – currently 1.45% of gross pay, or as amended.
4. Union Dues – as provided by CLETA leadership.
5. Tax Sheltered Annuity Deductions (optional) – as authorized in your Salary Reduction Authorization Form. (note: only deducted from the first two payrolls of each month for months having more than two payrolls)
6. Insurance Deduction (optional) – For all eligible, full time TEACHERS. Represents any cost of insurance coverage beyond the BOARD monthly insurance benefit allowance. Coverage includes Medical \$10,000 Life and Accidental Death and Dismemberment, Long Term Disability, Vision, and Dental Insurance. Any insurance coverage currently in effect with the District will remain in force until a "life event change" and/or the annual open enrollment. (note: only deducted from the first two payrolls of each month for months having more than two payrolls)

#### **ARTICLE XXVI - WITHHOLDING OF ANNUAL PAY INCREASE**

The BOARD has the right to freeze a TEACHERS' salary at the present placement in a cell during the current school term when there is just cause, i.e., specific determination by the BOARD that the TEACHER'S performance has been unsatisfactory based on the District 47 Evaluation Program and Illinois School Code. In compliance with the Evaluation Program, if remediation is satisfactorily completed the TEACHER, shall be reinstated to the cell on the salary schedule to which the TEACHER would have been entitled if remediation had not taken place. The new salary shall commence with the first pay period in the new school term following the remediation year.

The TEACHER may within ten (10) calendar days of the BOARD action make a binding election either to utilize the grievance procedure in this Agreement or have the option of appearing before the BOARD at a closed meeting to discuss the recommendation and may be accompanied thereat by a CLETA/IEA representative. Failure to make such an election shall constitute a waiver of either remedy.

#### **ARTICLE XXVII - PAYMENT TO TEACHERS' RETIREMENT SYSTEM**

- A. Pursuant to the Contribution Rate Schedule of the State of Illinois Teachers' Retirement System, the BOARD shall deduct and remit for each TEACHER the sum equal to the TEACHER'S salary times the Member TRS retirement contribution rate for that year times the TEACHER'S salary to be applied for the retirement account of such TEACHER and the sum equal to the TEACHER'S salary times the Member THIS (insurance) contribution rate for that year times the TEACHER'S salary for the insurance contribution for the Teachers Retirement System Insurance Plan. In addition, the BOARD will deduct the Member TRS retirement contribution rate from any payments made to TEACHERS pursuant to ARTICLE XV and XVI to be applied to the retirement account of such TEACHER and the Member THIS (insurance) contribution rate for the insurance contribution to the Teachers' Retirement System Insurance Plan. It is the intent of the parties by this Agreement to qualify these payments under Section 414(h) of the Internal Revenue Code. The TEACHERS have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the State of Illinois

Teachers' Retirement System.

- B. The balance of the amount due each TEACHER pursuant to such Compensation Schedule shall be payable to the TEACHER as salary in installments as otherwise provided herein, provided the BOARD shall deduct all money as required by law or as authorized by the BOARD. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such TEACHERS.
- C. CLETA and each TEACHER shall indemnify and hold harmless the BOARD, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of faithful payments of contribution to the State of Illinois Teachers' Retirement System under the provisions of this section.

#### **ARTICLE XXVIII - REDUCTION IN FORCE & RECALL**

- A. Reductions in force (RIF) and recall of TEACHERS that occur during the term of this Agreement will be governed by the Illinois School Code provisions in effect at the time of the RIFs and recalls (105 ILCS 5/24-12).
- B. A Joint Committee ("RIF Joint Committee") will meet at least annually thereafter during the term of this Agreement, said Committee will be governed by the Illinois School Code. The RIF Joint Committee will be composed of equal representation selected by the BOARD and CLETA and shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as may be amended from time to time.

#### **ARTICLE XXIX - SIGNATURES**

The Crystal Lake Community Consolidated Elementary District 47 Board of Education and the Crystal Lake Elementary Teachers' Association do hereby agree to all wages, hours, terms, and conditions of employment as listed in this collective bargaining agreement for the 2021-2022, 2022-2023 and 2023-2024 school terms.

### **ARTICLE XXX – TERMS AND EFFECTS OF THE AGREEMENT**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and any individual(s) they represent. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

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President, Board of Education

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Date

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Vice-President, Board of Education

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Date

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CLETA President

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Date

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CLETA Vice President

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Date

## SALARY SCHEDULE 2021-2022

### SALARY SCHEDULE 2021-22

20-21	21-22	BA	BA+8	BA+16	BA+24	BA+40	MA	MA+8	MA+16	MA+24	MA+32	MA+50	
1	1	\$43,305	\$44,388	\$45,470	\$46,553	\$47,636	\$50,234	\$51,316	\$52,399	\$53,265	\$54,097	\$56,309	1
3	2	\$44,555	\$45,648	\$46,740	\$47,833	\$48,926	\$51,534	\$52,626	\$53,719	\$54,595	\$55,437	\$57,659	2
5	3	\$45,815	\$46,918	\$48,020	\$49,123	\$50,226	\$52,844	\$53,946	\$55,049	\$55,935	\$56,787	\$59,019	3
7	4	\$47,085	\$48,198	\$49,310	\$50,423	\$51,536	\$54,164	\$55,276	\$56,389	\$57,285	\$58,147	\$60,389	4
9	5	\$48,365	\$49,488	\$50,610	\$51,733	\$52,856	\$55,494	\$56,616	\$57,739	\$58,645	\$59,517	\$61,769	5
10	6	\$49,655	\$50,788	\$51,920	\$53,053	\$54,186	\$56,834	\$57,966	\$59,099	\$60,015	\$60,897	\$63,159	6
11	7	\$50,955	\$52,098	\$53,240	\$54,383	\$55,526	\$58,184	\$59,326	\$60,469	\$61,395	\$62,287	\$64,559	7
12	8	\$52,265	\$53,418	\$54,570	\$55,723	\$56,876	\$59,544	\$60,696	\$61,849	\$62,785	\$63,687	\$65,969	8
13	9	\$53,585	\$54,748	\$55,910	\$57,073	\$58,236	\$60,914	\$62,076	\$63,239	\$64,185	\$65,097	\$67,389	9
14	10	\$54,915	\$56,088	\$57,260	\$58,433	\$59,606	\$62,294	\$63,466	\$64,639	\$65,595	\$66,517	\$68,819	10
15	11	\$56,255	\$57,438	\$58,620	\$59,803	\$60,986	\$63,684	\$64,866	\$66,049	\$67,015	\$67,947	\$70,259	11
16	12	\$57,605	\$58,798	\$59,990	\$61,183	\$62,376	\$65,084	\$66,276	\$67,469	\$68,445	\$69,387	\$71,709	12
17	13	\$58,965	\$60,168	\$61,370	\$62,573	\$63,776	\$66,494	\$67,696	\$68,899	\$69,885	\$70,837	\$73,169	13
18	14	\$60,335	\$61,548	\$62,760	\$63,973	\$65,186	\$67,914	\$69,126	\$70,339	\$71,335	\$72,297	\$74,639	14
19	15	\$61,715	\$62,938	\$64,160	\$65,383	\$66,606	\$69,344	\$70,566	\$71,789	\$72,795	\$73,767	\$76,119	15
20	16	\$63,105	\$64,338	\$65,570	\$66,803	\$68,036	\$70,784	\$72,016	\$73,249	\$74,265	\$75,247	\$77,609	16
21	17	\$64,505	\$65,748	\$66,990	\$68,233	\$69,476	\$72,234	\$73,476	\$74,719	\$75,745	\$76,737	\$79,109	17
22	18	\$65,915	\$67,168	\$68,420	\$69,673	\$70,926	\$73,694	\$74,946	\$76,199	\$77,235	\$78,237	\$80,619	18
23	19		\$68,598	\$69,860	\$71,123	\$72,386	\$75,164	\$76,426	\$77,689	\$78,735	\$79,747	\$82,139	19
24	20			\$71,310	\$72,583	\$73,856	\$76,644	\$77,916	\$79,189	\$80,245	\$81,267	\$83,669	20
25	21				\$74,053	\$75,336	\$78,134	\$79,416	\$80,699	\$81,765	\$82,797	\$85,209	21
26	22						\$79,634	\$80,926	\$82,219	\$83,295	\$84,337	\$86,759	22
27	23							\$82,446	\$83,749	\$84,835	\$85,887	\$88,319	23
28	24								\$85,289	\$86,385	\$87,447	\$89,889	24
29	25									\$87,945	\$89,017	\$91,469	25
30	26										\$90,597	\$93,059	26
31	27											\$94,659	27
32	28											\$96,269	28
33	29											\$97,889	29

NOTE: The numbering system used on the salary schedule may not represent years of service.

# SALARY SCHEDULE 2022-2023

## SALARY SCHEDULE 2022-23

	BA	BA+8	BA+16	BA+24	BA+40	MA	MA+8	MA+16	MA+24	MA+32	MA+50	
1	\$43,450	\$44,536	\$45,623	\$46,709	\$47,795	\$50,402	\$51,488	\$52,575	\$53,661	\$54,747	\$56,763	1
2	\$44,700	\$45,801	\$46,903	\$48,004	\$49,105	\$51,727	\$52,828	\$53,930	\$55,031	\$56,132	\$58,163	2
3	\$45,965	\$47,081	\$48,198	\$49,314	\$50,430	\$53,067	\$54,183	\$55,300	\$56,416	\$57,532	\$59,578	3
4	\$47,245	\$48,376	\$49,508	\$50,639	\$51,770	\$54,422	\$55,553	\$56,685	\$57,816	\$58,947	\$61,008	4
5	\$48,540	\$49,686	\$50,833	\$51,979	\$53,125	\$55,792	\$56,938	\$58,085	\$59,231	\$60,377	\$62,453	5
6	\$49,850	\$51,011	\$52,173	\$53,334	\$54,495	\$57,177	\$58,338	\$59,500	\$60,661	\$61,822	\$63,913	6
7	\$51,175	\$52,351	\$53,528	\$54,704	\$55,880	\$58,577	\$59,753	\$60,930	\$62,106	\$63,282	\$65,388	7
8	\$52,515	\$53,706	\$54,898	\$56,089	\$57,280	\$59,992	\$61,183	\$62,375	\$63,566	\$64,757	\$66,878	8
9	\$53,870	\$55,076	\$56,283	\$57,489	\$58,695	\$61,422	\$62,628	\$63,835	\$65,041	\$66,247	\$68,383	9
10	\$55,240	\$56,461	\$57,683	\$58,904	\$60,125	\$62,867	\$64,088	\$65,310	\$66,531	\$67,752	\$69,903	10
11	\$56,625	\$57,861	\$59,098	\$60,334	\$61,570	\$64,327	\$65,563	\$66,800	\$68,036	\$69,272	\$71,438	11
12	\$58,025	\$59,276	\$60,528	\$61,779	\$63,030	\$65,802	\$67,053	\$68,305	\$69,556	\$70,807	\$72,988	12
13	\$59,440	\$60,706	\$61,973	\$63,239	\$64,505	\$67,292	\$68,558	\$69,825	\$71,091	\$72,357	\$74,553	13
14	\$60,870	\$62,151	\$63,433	\$64,714	\$65,995	\$68,797	\$70,078	\$71,360	\$72,641	\$73,922	\$76,133	14
15	\$62,315	\$63,611	\$64,908	\$66,204	\$67,500	\$70,317	\$71,613	\$72,910	\$74,206	\$75,502	\$77,728	15
16	\$63,775	\$65,086	\$66,398	\$67,709	\$69,020	\$71,852	\$73,163	\$74,475	\$75,786	\$77,097	\$79,338	16
17	\$65,250	\$66,576	\$67,903	\$69,229	\$70,555	\$73,402	\$74,728	\$76,055	\$77,381	\$78,707	\$80,963	17
18	\$66,740	\$68,081	\$69,423	\$70,764	\$72,105	\$74,967	\$76,308	\$77,650	\$78,991	\$80,332	\$82,603	18
19		\$69,601	\$70,958	\$72,314	\$73,670	\$76,547	\$77,903	\$79,260	\$80,616	\$81,972	\$84,258	19
20			\$72,508	\$73,879	\$75,250	\$78,142	\$79,513	\$80,885	\$82,256	\$83,627	\$85,928	20
21				\$75,459	\$76,845	\$79,752	\$81,138	\$82,525	\$83,911	\$85,297	\$87,613	21
22						\$81,377	\$82,778	\$84,180	\$85,581	\$86,982	\$89,313	22
23							\$84,433	\$85,850	\$87,266	\$88,682	\$91,028	23
24								\$87,535	\$88,966	\$90,397	\$92,758	24
25									\$90,681	\$92,127	\$94,503	25
26										\$93,872	\$96,263	26
27											\$98,038	27
28											\$99,828	28
29											\$101,633	29

NOTE: The numbering system used on the salary schedule may not represent years of service.



# SALARY SCHEDULE 2023-2024

## SALARY SCHEDULE 2023-24

	BA	BA+8	BA+16	BA+24	BA+40	MA	MA+8	MA+16	MA+24	MA+32	MA+50	
1	\$43,605	\$44,695	\$45,785	\$46,875	\$47,966	\$50,582	\$51,672	\$52,762	\$53,852	\$54,942	\$57,123	1
2	\$44,914	\$46,019	\$47,124	\$48,229	\$49,335	\$51,966	\$53,071	\$54,176	\$55,281	\$56,386	\$58,582	2
3	\$46,238	\$47,358	\$48,478	\$49,598	\$50,719	\$53,365	\$54,485	\$55,605	\$56,725	\$57,845	\$60,056	3
4	\$47,577	\$48,712	\$49,847	\$50,982	\$52,118	\$54,779	\$55,914	\$57,049	\$58,184	\$59,319	\$61,545	4
5	\$48,931	\$50,081	\$51,231	\$52,381	\$53,532	\$56,208	\$57,358	\$58,508	\$59,658	\$60,808	\$63,049	5
6	\$50,300	\$51,465	\$52,630	\$53,795	\$54,961	\$57,652	\$58,817	\$59,982	\$61,147	\$62,312	\$64,568	6
7	\$51,684	\$52,864	\$54,044	\$55,224	\$56,405	\$59,111	\$60,291	\$61,471	\$62,651	\$63,831	\$66,102	7
8	\$53,083	\$54,278	\$55,473	\$56,668	\$57,864	\$60,585	\$61,780	\$62,975	\$64,170	\$65,365	\$67,651	8
9	\$54,497	\$55,707	\$56,917	\$58,127	\$59,338	\$62,074	\$63,284	\$64,494	\$65,704	\$66,914	\$69,215	9
10	\$55,931	\$57,156	\$58,381	\$59,606	\$60,832	\$63,583	\$64,808	\$66,033	\$67,258	\$68,483	\$70,799	10
11	\$57,385	\$58,625	\$59,865	\$61,105	\$62,346	\$65,112	\$66,352	\$67,592	\$68,832	\$70,072	\$72,403	11
12	\$58,859	\$60,114	\$61,369	\$62,624	\$63,880	\$66,661	\$67,916	\$69,171	\$70,426	\$71,681	\$74,027	12
13	\$60,353	\$61,623	\$62,893	\$64,163	\$65,434	\$68,230	\$69,500	\$70,770	\$72,040	\$73,310	\$75,671	13
14	\$61,867	\$63,152	\$64,437	\$65,722	\$67,008	\$69,819	\$71,104	\$72,389	\$73,674	\$74,959	\$77,335	14
15	\$63,401	\$64,701	\$66,001	\$67,301	\$68,602	\$71,428	\$72,728	\$74,028	\$75,328	\$76,628	\$79,019	15
16	\$64,955	\$66,270	\$67,585	\$68,900	\$70,216	\$73,057	\$74,372	\$75,687	\$77,002	\$78,317	\$80,723	16
17	\$66,529	\$67,859	\$69,189	\$70,519	\$71,850	\$74,706	\$76,036	\$77,366	\$78,696	\$80,026	\$82,447	17
18	\$68,123	\$69,468	\$70,813	\$72,158	\$73,504	\$76,375	\$77,720	\$79,065	\$80,410	\$81,755	\$84,191	18
19		\$71,097	\$72,457	\$73,817	\$75,178	\$78,064	\$79,424	\$80,784	\$82,144	\$83,504	\$85,955	19
20			\$74,121	\$75,496	\$76,872	\$79,773	\$81,148	\$82,523	\$83,898	\$85,273	\$87,739	20
21				\$77,195	\$78,586	\$81,502	\$82,892	\$84,282	\$85,672	\$87,062	\$89,543	21
22						\$83,251	\$84,656	\$86,061	\$87,466	\$88,871	\$91,367	22
23							\$86,440	\$87,860	\$89,280	\$90,700	\$93,211	23
24								\$89,679	\$91,114	\$92,549	\$95,075	24
25									\$92,968	\$94,418	\$96,959	25
26										\$96,307	\$98,863	26
27											\$100,787	27
28											\$102,731	28
29											\$104,695	29

NOTE: The numbering system used on the salary schedule may not represent years of service.

## APPENDIX A – STIPENDS

Duty	2021-2022	2022-2023	2023-2024
<b>MS Team Coordinator</b>	\$1,500	\$1,500	\$1,500
<b>Team Lead (Psych and Social Work)</b>	\$2,000	\$2,000	\$2,000
<b>Team Lead (Speech, LBSI, Special Programs, Nurses)</b>	\$1,500	\$1,500	\$1,500
<b>District Music Coordinator**</b>	\$5,000	\$5,000	\$5,000
<b>Summer School Instructor – 4.75-hour days</b>	\$176.75*	\$177.34	\$177.97
<b>Summer Band Instructor – 3-hour days</b>	Dependent upon student participation	Dependent upon student participation	Dependent upon student participation
<b>Curriculum Work (full day – 8 hours)</b>	\$200*	\$200	\$200
<b>Curriculum Work (Half Day – 4 hours)</b>	\$100*	\$100	\$100
<b>Summer Special Education Evaluations</b>	\$300	\$300	\$300
<b>District Coursework Instructor (per course)</b>	\$750	\$750	\$750
<b>Mentoring (per mentee)</b>	\$500	\$500	\$500

\*2021-2022 summer rates begin in summer of 2022

\*\*Following the retirement or resignation of the TEACHER assigned to the Music Coordinator position during the 2021-2022 school year, the BOARD will pay to the new Music Coordinator a \$5,000 stipend but will no longer provide a .5 FTE release. Any required work or meetings outside of the regular school year (summer work) will be paid at the per diem rate (maximum of 5 days).

**Athletic Director Stipend:** For 2021-2022, the stipend shall be \$3,698.76 and for 2022-2023, it shall be \$3,750.54. For 2023-2024, the stipend will increase by the annual tax cap percentage rate used to calculate the District's tax cap limitation for that fiscal year.

## **MEMORANDUM OF UNDERSTANDING**

**November 23, 2021**

### **Remote Instruction for Students Unable to Attend In-Person Instruction due to COVID Exclusion**

This Memorandum of Understanding ("MOU") is entered into on November 23, 2021, by and between the Crystal Lake Elementary Teachers' Association, IEA/NEA ("CLETA"), and the Crystal Lake Community Consolidated School District No. 47, McHenry County, Illinois ("District"), collectively referred to as the "Parties."

**WHEREAS**, the Parties have entered into this MOU to ensure compliance with ISBE's guidance regarding remote learning for students who are under isolation, quarantine, or adaptive pause consistent with guidance or requirements from a local health department or the Illinois Department of Public Health and are therefore being excluded from school ("COVID exclusion"); and

**WHEREAS**, the Parties wish to memorialize certain understandings related to remote learning for students unable to attend in-person instruction due to COVID exclusion.

**NOW THEREFORE**, for, and in consideration of, the mutual covenants herein contained, the receipt of and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **LIVE-STREAMING.** Effective November 29, 2021, if a student(s) is excluded from in-person learning, he/she may attend the instructional session remotely via a link provided by the teacher which will include both audio and video access to the classroom. The District will notify a teacher of the exclusion of a student as soon as practicable so the teacher can set up the link. Live-streamed lessons are intended for students who are unable to attend in-person instruction due to a COVID exclusion in order to have access to the classroom instruction in their absence. Teachers are responsible for delivering instruction to the in-person students, but are not responsible for simultaneously teaching the live-streaming students, although they are welcome to do so voluntarily.

The District shall provide all necessary equipment and internet connections to deliver or support the live-streamed lesson instruction as outlined in this MOU. All live-streaming sessions shall only occur within the hours of the contractually defined instructional day. To avoid any class disruption during a live-streamed session, teachers may require students to turn off the video function of the live-stream link.

There will be no expectation of interaction with students receiving the live-streamed session, and delivery of live-streamed lessons will not be used for summative evaluation or to justify disciplinary action or investigation; however, a teacher may be disciplined for engaging in misconduct or for not implementing live-streaming as outlined in this MOU if the District has given advance notification to the teacher.

2. **ENCORE.** Encore teachers may allow an excluded student to live-stream into their class, but if it is not appropriate due to the content area, such teachers will provide asynchronous work for the excluded student that is comparable to the time allotted for their class that day to ensure the student receives their full instructional day while excluded.

3. **NOTIFICATION.** The District will inform parents/guardians that students, parents, and guardians are prohibited from recording, posting, or otherwise sharing audio and/or video from any remote or live-streamed instruction.
4. **ASSIGNMENTS/ATTENDANCE.** Students are responsible for the completion of all assignments pursuant to the sick day procedure. If a student chooses not to attend the offered live-streamed session or not to complete assignments, it shall be the teacher's responsibility to address the concern with the parent/guardian initially. If repeated occasions of non-attendance occur, the administration will contact the parent/guardian to address the issue. The teacher will retain responsibility for grading and follow up with the student and/or parent/guardian regarding homework and/or assignment completion and grading.
5. **COMPLETE UNDERSTANDING.** This MOU sets forth all of the promises, agreements, conditions and understandings between the Parties relative to the subject matter hereof and no other promises, agreements or understandings whether oral or written, expressed or implied exist between the Parties except those set forth in the 2021-2024 Collective Bargaining Agreement. To the extent that this MOU and the Collective Bargaining Agreement are in conflict, the terms of this MOU shall govern.
6. **AMENDMENTS.** No provisions or requirements expressed in this MOU may be altered, modified, changed and/or canceled after the effective date of this MOU, except upon the express written consent of all Parties.
7. **EXECUTION.** This MOU may be executed in multiple counterparts, and a set of counterparts bearing the signatures of the Parties hereto shall constitute the MOU as fully as if the Parties had signed a single document. The Parties agree to accept facsimile and electronic copies of this MOU as if original copies.
8. **TERM.** Unless the Parties mutually agree otherwise, this MOU shall expire when the State of Illinois' guidance regarding the provision of instruction for excluded students is retracted or revised from ISBE in a way that removes the instructional provision for excluded students or when the 2021-2024 collective agreement expires, whichever is first.

IN WITNESS WHEREOF, the **CRYSTAL LAKE ELEMENTARY TEACHERS' ASSOCIATION, IEA/NEA**, and the **CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 47, MCHENRY COUNTY, ILLINOIS**, have approved and executed this MOU on the date(s) indicated below and it shall become effective once all Parties have signed.

For the:

**CRYSTAL LAKE ELEMENTARY  
TEACHERS' ASSOCIATION, IEA/NEA,**

For the:

**CRYSTAL LAKE COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT NO.  
47**

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President

Date

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Superintendent

Date