

**July 1, 2023 – June 30, 2027**

**CUMULATIVE NEGOTIATIONS AGREEMENT**



**BOARD OF EDUCATION  
PROSPECT HEIGHTS SCHOOL DISTRICT 23**

**AND**

**PROSPECT HEIGHTS EDUCATION ASSOCIATION**



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**CUMULATIVE NEGOTIATIONS AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF DISTRICT NO. 23  
AND  
THE PROSPECT HEIGHTS EDUCATION ASSOCIATION  
JULY 1, 2023 - JUNE 30, 2027**

**ARTICLE I  
PURPOSE AND REPRESENTATION**

**A. Preamble**

The Board of Education of District 23, hereinafter referred to as the "Board" and the Prospect Heights Education Association of said district, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association", recognize that the aim of the public school is to provide the best education possible for the children of this district.

Attainment of education objectives of the district requires mutual understanding and cooperation between the Board, the Administration, the professional teaching personnel, and the educational support professionals. To this end, free and open exchange of concerns is desirable and necessary with the Board and Association participating in good faith negotiations.

**B. Recognition**

1. Included: All regularly employed licensed/certificated personnel including teachers, social workers, speech and language pathologists, technology coordinators, and instructional coaches, hereinafter referred to as teachers, and regularly employed full-time educational support personnel including RNs, LPNs, secretaries, special education teaching assistants/aides, classroom teacher assistants/aides, and library assistants/aides.
2. Excluded: The superintendent, chief school business official, assistant superintendents, special education specialists, principals, assistant principals, director of technology, secretary to the superintendent, secretary to the business administrator and all other supervisory, managerial and confidential, employees as defined by the IELRA. Also excluded from the bargaining unit are all psychologists, tutors, extended day workers, lunchroom monitors, custodians, maintenance workers, bus drivers, bookkeeper/secretary, student service/curriculum over-flow secretary, computer network technicians, and all other short-term and part-time educational support professionals.
3. The Board agrees not to negotiate with reference to matters set forth herein with any teachers' organization other than the Association for the duration of this Agreement. It is understood that all negotiations are to be conducted with designated representatives of the Board and with designated representatives of the Association, hereinafter referred to as the "General Negotiations Committee." It is recognized, however, that this Agreement in no way prohibits individual employees from petitioning the Board on matters of concern to them as employees and individuals. Further, it is understood that the Board and the Administration retain their right to discuss with individual employees in the district matters relating to the educational program that are beyond the scope of salaries in terms and conditions of employment covered by this Agreement.



4. Neither the Association, nor its members, nor any person acting on behalf of the Association, shall engage in, or encourage, or support any strike, slowdown, or other concerted refusal to render full and complete services to the school district, nor picket, nor disrupt the operation of any public school or administrative offices of the Board Education for the term of this Agreement.

**C. Representative Election**

Any organization challenging the Association must adhere to the statutes and rules and regulations of the Illinois Educational Labor Relations Board.

**D. Responsibilities, Limitations, and Rights**

1. The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Statutes of the State of Illinois. The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employee, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.
2. The Association and the Board agree to meet at reasonable times and negotiate with regards to policy matters directly affecting wages, hours, and terms and conditions of employment.
3. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives on the General Negotiations Committee the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements, which upon presentation to the Board and the Association respectively for ratification and approval, will have the reasonable chance of such ratification and approval.
4. The Association may use the district mail service and employee mailboxes, for a reasonable volume of mail, and one bulletin board in each school employees' lounge for matters of Association concern.
5. The Association shall have the right to use schools at no charge for general membership meetings, provided meetings in no way interfere with the instructional program. However, if any meeting is held that requires overtime custodial services, fees will be paid by the Association in accordance with Board policy. Reservation of space for general membership meetings shall be through normal school processes.
6. No Association views on matters relating to administrator-teacher-educational support professional or Board-teacher-education support professional relationships will be discussed by teachers or educational support professionals while they are engaged in their assigned duties in the presence of students.
7. The Board agrees to permit the Association to inspect or agrees to furnish to the Association, in response to reasonable requests from time to time, any available information that is otherwise required by law to be made available to the general public and any other such information as may be specifically related to teacher salaries and insurance programs. The Association agrees to furnish copies of any available pertinent

information as reasonably requested by the Board or its representatives. Nothing in this section shall require the central administration staff to search and assemble information.

**E. Agency Shop**

It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers and educational support professionals who are beneficiaries of said Agreement.

Each school year, the Association shall provide the District with a list of all Teachers and ESPs that have provided the Association with written authorization for Association dues deduction. For Teachers and ESPs who join the Association after the Association provides the initial list, the Association will provide notice and the District shall begin dues deduction no later than fifteen (15) days after notice is provided by the Association. The annual Association dues shall be prorated accordingly based on the date the Teacher and/or ESPs joined.

Upon written notification from the Association, the Board shall automatically deduct a Teacher's and/or ESP's Association Dues from each paycheck for regular earnings from October through May. Said amount deducted shall be forwarded to the Association no more than ten (10) working days after the payday for which the deduction was made.

The District shall rely on information provided by the Association regarding whether dues deductions were properly authorized, revoked, canceled, or changed. The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

**F. Board Packet**

The Administration will provide a Board Packet to the Association President at the same time they provide the packet to the Board prior to the regularly scheduled Board meeting. Contents of the packet will include all those items provided to the public.

**G. Labor Management Committee**

1. For purposes of maintaining communications and allowing for discussion of issues of mutual concern and/or contract implementations and to ensure adequate exploration of issues prior to the formal bargaining process, the parties shall form a Labor Management Committee which shall meet at least one time during the school year as an organizational meeting and other times as needed.
2. The Committee will be composed of the Association President and one representative from each school; along with two Board members, the Superintendent, the Business Manager and a principal. Either side can place items on the agenda.
3. The parties will apply interest based problem solving practices to:

- a. Deal with implementations of current Collective Bargaining Agreement issues,
- b. Deal with impact issues,
- c. Vet, explore and investigate issues that will come to bargaining for the next contract.

## **ARTICLE II NEGOTIATIONS**

### **A. Negotiations Committee**

Each party to this Agreement shall select its negotiation representatives according to its own internal provisions, provided there is Board representation on the Board Team and a minimum of one Board member in attendance at any meeting of the General Negotiations Committee. There shall be teacher and educational support professional representation on the Association Team and a minimum of one teacher and one educational support professional in attendance at any meeting of the General Negotiations Committee. The membership of each team shall be mutually agreed upon.

### **B. Procedures**

1. It is the intention of the parties hereto that negotiations shall start by February 15th of the last year of the contract. The Association will submit a written request to the Board asking that an organizational meeting of the General Negotiations Committee be convened to mark the commencement of the formal bargaining process.
2. Ground rules for negotiations will be established by the General Negotiations Committee.
3. If the Association desires to have a General Negotiations Committee meeting during a non-negotiating year, the Association will submit a written request to the Board of Education asking that a meeting of the General Negotiations Committee be convened. The Board and Association may both submit written items for the agenda at least one (1) week prior to the mutually agreed date and time. If a written request is not received by the Board of Education by the end of that fiscal year, no meeting will take place.
4. All tentative agreements will be prepared in written form and distributed to all members of the Association and Board of Education for review, discussion, and ratification. The Cumulative Negotiations Agreement shall be printed and distributed by the Board. Such material shall ordinarily be made available within thirty (30) days after ratification.

### **C. Mediation Procedure**

1. If agreement is not reached on all items within forty-five (45) days of the commencement of the school year, and all items sought to be negotiated have been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists.
2. When an impasse is declared or the Illinois Education Labor Relations Board invokes mediation, the mediation process shall be invoked by utilizing the services of either the Federal Mediation and Conciliation Service or the American Arbitration Association. When the parties have decided mutually upon the organization to be used, the parties shall immediately send a joint letter to that

organization requesting its service, and its rules shall be followed in the selection of a mediator.

3. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.
4. The costs for a mediator shall be shared equally by the Board and the Association.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **A. Definition**

1. A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. As used in this Article, the term days shall mean days on which the school business office is open.

### **B. Basic Principles**

1. Every teacher and educational support professional covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of the Association.
2. A teacher or educational support professional who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. Failure of a teacher or an educational support professional or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's or Board's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any teacher or educational support professional has a right to be represented in the grievance procedure. The teacher or educational support professional shall be present at any grievance discussion when the Administration and/or Association deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher or educational support professional shall be grounds for any necessary extension of grievance procedure time limits.
5. The Association has the right to be present any time the grievant is not being represented by the Association. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance of which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association, except where such disposition has resulted from an arbitrator's award pursuant to Step 4 of the grievance procedure.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after

regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours, all employees whose presence is required shall be excused, with pay for that purpose.

7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or educational support professional or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff or educational support professional.
8. If the Association or any teacher or educational support professional files any claim or complaint in a court of law or other appropriate governmental agency, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

### **C. Procedures**

#### **1. Informal Procedures**

The parties acknowledge that it is usually most desirable for a teacher or educational support professional and the teacher's or educational support professional's immediately involved supervisor to resolve problems through free and informal communications. If however, the informal process fails to satisfy the teacher or educational support professional or the Association, a grievance may be processed as follows:

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

##### **a. Step One**

The teacher or educational support professional or the Association shall present the grievance in writing to the immediately involved supervisor or the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. Such grievance shall be submitted within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance. The supervisor or principal shall arrange for a meeting to take place within fifteen (15) days after receipt of the grievance to discuss the claim. Within fifteen (15) days of the meeting, the teacher or educational support professional and the Association shall be provided with the supervisor's or principal's written response including reasons for the decision.

##### **b. Step Two**

If the grievance is not resolved at Step One, then the teacher or educational support professional or Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of receipt of appeal. Within ten (10) days of the meeting, the teacher or educational support professional and/or Association shall be provided

with the written response of the Superintendent or designee including reasons for the decision.

c. Step Three

If the grievance cannot be settled at the second step, the aggrieved, acting independently or through the Association, shall present a written brief on the grievance to the Board, which may also include a request for an oral hearing.

1. The brief should be sent to the President of the Board of Education no later than thirty (30) days following receipt of the Superintendent's written reply, as outlined in Step Two. If the aggrieved, acting independently or through the Association, fails to submit a written brief within thirty (30) days, the grievance shall be considered withdrawn and cannot be pursued henceforth from that date.
2. Upon receipt of the written brief, the Board will consider the grievance at its next regularly scheduled Board meeting. If the aggrieved, acting independently or through the Association, does not wish to have an oral hearing, the Board will issue a written statement concerning its decision regarding the grievance. This statement will be mailed to the aggrieved and Association, if appropriate, by certified letter within thirty (30) days following the Board's formal deliberations on the grievance.
3. If the aggrieved, acting independently or through the Association, formally requests an oral hearing, the full Board, or a Board subcommittee shall grant an oral hearing within thirty (30) days after receipt of the written brief. The Board will mail a written statement concerning its decision by certified mail to the aggrieved and the Association, if appropriate, no later than thirty (30) days following the oral hearing.
4. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such shall be divided equally between the parties

d. Step Four

1. Within thirty (30) school days following the decision of the Board of Education in Step Three, the Association may file a demand for arbitration with the American Arbitration Association. The outside arbitrator, if necessary, shall be selected by mutual agreement or from a list of five names provided by the American Arbitration Association. By lot or other mutually agreed random method, one party will be selected to strike first one name followed by one name to be stricken by the other party, this process repeated until only one name remains. This person shall be selected as the outside arbitrator. The arbitrator's decision shall be final and binding upon the parties.



2. The arbitrator shall have no power to alter, amend, modify, or add to the terms of this Agreement.
3. The cost of the arbitration shall be shared equally by the Association and the Board. Every effort will be made to process grievances and conduct arbitrations during non-school hours. If, however, it is mutually agreed to hold meetings during school hours when substitutes are needed, both parties will share the cost of substitutes needed.
4. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the proceeding, they may, at their own expense, provide it.

#### **ARTICLE IV PERSONNEL FILE**

All materials placed in the teacher's or educational support professional's file, with the exception of university credentials, shall be available to the teacher or educational support professional at his/her request for inspection. Material that could lead to disciplinary action or discharge shall not be placed in the teacher's or educational support professional's file unless the teacher or educational support professional has had an opportunity to read the material. The teacher or educational support professional shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement of the contents of the material. The teacher or educational support professional shall have the right to answer any material filed and the answer shall be submitted to his/her principal and attached to the file copy. Materials positive in nature may be placed in the teacher's or educational support professional's file without requiring the teacher's or educational support professional's signature.

**ARTICLE V**  
**WORK DAY, WORK YEAR AND ASSIGNMENT**  
**TEACHER**

**A. Work Year**

The teacher work year will be:

Employee Group	Student	Institute	Parent-Teacher	Work	Total Days
Certified	176	4	2	0	182

The usual teacher workday shall be seven (7) hours in length, including a duty-free lunch period of the same length as the students but not less than thirty (30) minutes. During the 2023-2024 school year, the Administration, in consultation with the Association, shall form a task force to plan and articulate a shift to a six and half (6.5) hour instructional day for elementary buildings starting in 2024-2025 school year. Work day would remain 7 hours, but start/end times may change. If the Task Force cannot agree on the plan, the final decision making authority to incorporate a six and half (6.5) hour instructional day for elementary buildings in the 2024-2025 school year shall be in the sole discretion of the Superintendent.

The Administration will schedule a minimum of forty (40) minutes of individual plan time during student attendance hours per day for Middle School/Elementary Teachers. Every effort will be made to provide a minimum of forty (40) minutes of individual plan time each school day but due to scheduling may not be guaranteed; however, a minimum of two hundred (200) minutes for a full week will be granted. In the event that a Middle School/Elementary Teacher loses their forty (40) minute individual plan time on a given day, the Administration will attempt to arrange for coverage at an alternate time that day to guarantee a minimum of two hundred minutes (200) per week.

The Administration will schedule a minimum of one hundred forty (140) minutes of individual plan time during student attendance hours per week for each ½ Day Kindergarten/Early Childhood Teachers

Individual plan time shall be pro-rated for part-time Teachers and/or partial school days/weeks. When not present at the school building (i.e. Field trips, etc.), Teachers may not be able to make up plan time from that day.

Up to a minimum of forty (40) minutes per school day and a minimum of two hundred (200) minutes per week for Middle School/Elementary/½ Day Kindergarten/Early Childhood Teachers may be assigned by the Building Administrator for other educational responsibilities that may include, but is not limited to, collaboration with colleagues, team time, professional development, peer observations, or IEP/parent meetings.

**B. Professional Development**

1. Monday Meetings: The Association and the Board of Education recognize the need for having a limited number of school building and district-wide meetings. There

are 22 meetings for the school year primarily scheduled for Mondays. There is flexibility for the length of meetings and designated day of the meetings if needed. However, whether these meetings are for professional development or staff meetings, time shall not exceed 22 hours. When possible, no more than two consecutive Monday meetings shall be scheduled. Start and end times of meetings shall be determined at the individual school building. Up to two of these Monday meetings may be used for Global Compliance Network (GCN) or other alternate training activities.

2. Professional Development Committee: The Professional Development Committee, as designated by the Association and District Administration will meet regularly to discuss identified District staff development and building needs and through consensus make recommendations for professional development for the District.

Topics, relevancy, quality and delivery methods of professional development will be discussed. Surveys, when appropriate may be used to assist with planning professional development for the District.

#### **C. Filling of Vacancies and New Positions**

Provided that qualified teachers with recall rights have been afforded the opportunity to fill vacant positions, when a current position becomes vacant or a new position is created, the building principal shall request volunteers from which to apply the following criteria for selection. Such positions will be filled based upon consideration of certification, qualifications, merit and ability (including performance evaluations, if available, and relevant experience, provided that length of continuing service will not be a factor unless all other factors are determined by the District to be equal.

#### **D. Reassignments**

1. A reassignment is defined as a change in grade level and/or subject area not involving the movement to another school within the District. After considering volunteers for vacancies or new positions, such positions may be filled by reassignment of existing staff within the school. Reassignments of tenured teachers shall neither be arbitrary nor capricious.
2. When a reassignment is necessary, the teacher may meet with the building principal to discuss the reason for the assignment and the reassignment decision. The teacher and principal will sign a letter stating that this discussion took place. The teacher's signature shall not be interpreted to indicate agreement with the reassignment decision. If the teacher has objections to the reassignment, he/she may place his/her objection in writing, and such objection shall be placed in the teacher's personnel file.
3. A teacher who is reassigned shall meet with his/her building principal prior to the implementation of the reassignment to create a transition plan, including but not limited to training, mentoring, and other support, which will enable the teacher to successfully transition to his/her new assignment.

**E. Notice of Assignments, Vacancies and New Positions**

1. Notice of Assignments – As soon as possible, but no later than the close of the school year, the Administration shall provide a written notice to each of the returning teachers advising him/her of next year's teaching assignment. This notice shall contain statements concerning the grade level and subject area to be taught. All teaching assignments shall be consistent with each teacher's Illinois State Teaching License. If a change in a teaching assignment becomes necessary, the principal shall notify the teacher as soon as possible.
2. Notice of Vacancies and New Positions - The Superintendent will notify staff of all vacancies including new positions and increases to existing positions. This shall be done by electronic posting on the District website and by sending an email to all currently employed staff that are included on the network server's "all staff" electronic mail address.

**F. Voluntary and Involuntary Transfers**

1. Voluntary Transfers - Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may indicate desire for a voluntary transfer to another school. Such application shall be in writing to the Superintendent prior to February 1st. of the applicable school term. It is recognized that an application for transfer does not imply a teacher's desire to be transferred from their present assignment should the desired vacancy not be available. Should the specific transfer request be unavailable, the teacher will have the option of applying for vacancies which may still exist. Every effort will be made to notify all internal candidates of their status prior to public announcement of the individual who has been selected to fill the vacancy. Upon request, current teachers that are not approved for voluntary transfer shall be given notice as to why he/she has been declined.
2. Involuntary Transfers - Transfers between schools due to District reorganization shall be considered involuntary transfer after voluntary transfer requests have been considered. Any transfer which is not acceptable to the teacher involved shall be considered an involuntary transfer with the following provisions:
  - a. Notice of the proposed involuntary transfer shall be given to the teacher involved as soon as reasonably possible.
  - b. No teacher shall be transferred involuntarily for arbitrary or capricious reasons.
  - c. An involuntary transfer shall be made only after a meeting, if requested in writing by the teacher, between the teacher involved and the Superintendent or his/her designee. Representatives of the Association may be present if requested.
  - d. Any teacher who is transferred shall meet with his/her new building principal prior to the implementation of the transfer to create a transition plan, including but not limited to training, mentoring, and other support

which will enable the teacher to successfully transfer to his/her new position.

- e. Any teacher reassigned by manner of an involuntary transfer may submit a written resignation and shall be released from his/her contract.

**G. Summer School Positions**

Teacher selection for summer employment will be made by the Superintendent and/or his/her designee. All teachers will be selected based upon consideration of certifications, qualifications, merit and ability (including performance evaluations, if available), professional preparation and relevant teaching experience as these relate to the summer school position. Teachers who are employed by the Board during the regular school year will be given priority for summer employment. In the event that a qualified person is not available from the District 23 staff, the Superintendent and/or his/her designee shall seek to fill the summer school position by hiring a qualified teacher from outside the District. A teacher to be employed by the Board for summer school work will receive notification of his/her assignment no later than May 30th. The rate of pay shall be related to the number of hours and weeks of employment and determined by the authorization of each year's summer school funds.

**H. Home/Hospital**

Teachers employed to provide home/hospital bound tutorial services for District 23 students shall be paid not less than \$30/hour and mileage reimbursement at the rate annually established by the Board.

**I. Non-Supervisory Extra Duty**

No teacher will be required to take any non-supervisory extra duty.

**J. Class Size**

The Association and Board share a mutual belief that smaller class sizes optimize student learning. To maintain an optimum learning environment, the District must find an appropriate balance between revenues and expenditures.

**K. Staff Safety**

In the event an employee is injured because of the physical actions of a student and the employee is eligible to receive workers' compensation, the employee may request to use 1/3 sick days to receive a full day's pay provided the employee has available sick days to use.

Within the first thirty (30) calendar days of each school year, the Administration shall provide training and procedures regarding staff safety, and within thirty (30) calendar days of employees hired after the initial annual training.

## **EDUCATIONAL SUPPORT PROFESSIONAL**

### **A. Work Calendar**

The educational support professional work year will be:

Employee Group	Student	Institute	Parent-Teacher	Work	Total Days
Aide/LPN	176	1	0	0	177
RN	176	4	0	3	183
Secretary	176	4	2	11	193

### **B. Work Day**

The educational support professional paid workday shall be as follows:

1. Secretaries -

AM Secretary: 8.5 total hours (8 on site hours plus .5 beyond the school day for substitute management). The AM secretary shall start sixty (60) minutes prior to the student day.

PM Secretary: 8.5 total hours (8.5 on site hours ending 45 minutes after the student day).

\*Flexibility with the daily schedule can be discussed with building administration as needed; any flexibility must be approved by the Building Administration with notification to the District Administration.

2. Teacher Assistants (aides) - 6.5 hours or as contracted.

3. Library Aides - Elementary - 6.5 hours or as contracted; Middle School - 7 hours or as contracted.

4. Registered Nurses - 7.0 hours or as contracted.

### **C. Breaks and Lunches**

A thirty (30) minute duty free and unpaid lunch is required for any educational support professional working more than four (4) hours in any one day. One (1) fifteen (15) minute paid break shall be given to educational support professionals working three to six hours per day. Educational support professionals working six to eight hours per day shall receive two (2) fifteen (15) minute paid breaks. Education support professionals shall work with the classroom teacher to schedule time away from the classroom based on their assigned student's needs. Issues with not receiving daily lunches and breaks should be brought to the attention of administration. They may also elect to work a paid lunch duty during their lunch period.

### **D. Assignment of Duties**

Classroom educational support professionals work from 8:00 a.m. to 3:00 p.m. They may

be assigned to other duties when they do not have responsibility for their student, including bus duty, lunch duty, or other assignments.

**E. Timecards and Overtime**

A record of any time worked shall be maintained by the date and time, and be signed by the employee's supervisor or superintendent's designee. Time worked beyond the educational support professional paid workday shall be voluntary and mutually agreed to by the employee and supervisor or superintendent's designee. Accumulated time will be rounded to the nearest quarter hour at the end of each pay period and paid at the next pay period. Time worked beyond 40 hours per week will be paid at the rate of one and one-half (1½) times the hourly rate. If educational support professionals are required to stay past the end of the workday, they will receive compensation by using the timecard. They may attend building meetings, but will not be compensated unless they are required to attend.

**F. School Closing**

If a school is officially closed because of an emergency situation and the teachers are not required to report to work, ESP who are regularly scheduled to work will not be required to report to work but will be required to work on the make-up day and be paid accordingly for the make-up day.

**G. Classroom Duties**

Teachers will receive information on ESP duties and expectations in the classroom on an annual basis. Other than RNs and LPNs, ESPs shall not be required to administer medicine or prescription-based therapies (including physical therapy). They may be required to lift or reposition students or do some stretching of the student's limbs during the day, as needed for educational purposes.

**H. Open Positions**

The Superintendent shall electronically distribute notice of all educational support professional vacancies. Educational support professionals on leave shall be emailed a copy of the educational support professional vacancies. Educational support professionals have the opportunity to apply for the vacancies. Every effort will be made to notify all educational support professionals of their status regarding vacancies for which they have applied prior to public announcement of the individual who has been selected to fill the vacancy. Upon request, current educational support professionals who are not approved for voluntary transfer shall be given notice as to why he/she has been declined.

**I. Annual Assignments and Reassignments**

1. A reassignment is defined as a change in position not involving the movement to another school within the District. Unless there is a valid business necessity to do otherwise, when a position becomes available through changes in staffing or the increase or reduction of the number of classes in a grade level or subject area, the building principal shall request volunteers to fill such positions. If there are no volunteers, such positions may be filled by reassignment of existing staff in the school.



2. Reassignments shall be neither arbitrary nor capricious.
3. When a reassignment is necessary, the educational support professional may meet with the building principal to discuss the reason for the reassignment decision. The educational support professional and principal will sign a letter stating that this discussion took place. The educational support professional's signature shall not be interpreted to indicate agreement with the reassignment decision. If the employee has objections to the reassignment, he/she may place his/her objections in writing, and such objections shall be placed in the employee's personnel file.
4. An educational support professional who is reassigned shall meet with his/her building principal or supervisor prior to the implementation of the reassignment to create a transition plan, including but not limited to training, mentoring, and other support which will enable the employee to successfully transfer to his/her new assignment.
5. As soon as possible but no later than the close of the school year, the administration shall send a written notice to each returning educational support professional advising him/her of next year's assignment. If a change in an educational support professional's position becomes necessary, the administration shall notify the educational support professional as soon as possible.

#### **J. Training**

The District recognizes that ESP/LPN assignments in the classroom have become more challenging in the last few years. Educational support professionals have an important role as support to our special education students and to their building. The Board and the Association agree that ESPs/LPNs should be properly trained for their assignments. On-the-job, student-centered training with specialists (OT/PT) is recommended for all ESPs/LPNs who work in the classroom. Educational support professionals should also take advantage of free training offered through NSSEO when available and approved by their supervisor. Training may be made available outside the District with supervisor approval. Job descriptions for ESPs/LPNs and aides should be readily available online.

#### **K. Professional Development**

Each school year, ESPs are required to attend the following meetings:

<b><u>ESPs</u></b>	<b><u>Department Meetings</u></b>	<b><u>Building Staff Meetings</u></b>
Classroom Assistants/Aides Special Education Teacher Assistants/Aides LPNs	4	2
Secretaries RNs		2

In order to provide sufficient notice for the ESPs to be in attendance, the dates of the required meetings will be released no later than September 1st of each school year. ESPs will be paid at his/her hourly rate of pay for the 1 hour of participation required at each meeting.

**L. Staff Safety**

In the event an employee is injured because of the physical actions of a student and the employee is eligible to receive workers' compensation, the employee may request to use 1/3 sick days to receive a full day's pay provided the employee has available sick days to use, and within thirty (30) calendar days of employees hired after the initial annual training.

Within the first thirty (30) calendar days of each school year, the Administration shall provide training and procedures regarding staff safety, and within thirty (30) calendar days of employees hired after the initial annual training.

**ARTICLE VI**  
**EXPENSES FOR PROFESSIONAL ACTIVITIES**

**A. Annual Dues**

The Board shall pay annual dues for professional organizations up to fifty dollars (\$50), other than Association membership dues. Canceled checks or paid receipts will be required for reimbursement.

**B. Payment for Professional Meetings**

The Board shall allocate five thousand dollars (\$5,000) for teachers' and educational support professional meetings, travel and professional growth. This money is to be used only for expenses incurred and verified by Board policy. Such travel will not be limited to the State of Illinois. Substitute salaries shall not be paid from this fund.

**ARTICLE VII**  
**TUITION REIMBURSEMENT**  
**TEACHER**

**A. Reimbursement Amount**

The Board agrees that teachers shall receive reimbursement of up to one hundred and fifty dollars (\$150) or the actual tuition cost, whichever is less, for every semester hour of college credit. The coursework must be (1) provided by an accredited college/university, (2) relevant/aligned to professional growth, and (3) pre-approved by the Superintendent and/or designee. Any request for tuition reimbursement must be submitted on the District provided form. The Board will reimburse tuition for a maximum of six (6) pre-approved hours annually completed and transcript-verified during the period of September 1st thru August 30th of the next calendar year. Individuals who participate in an approved graduate degree program which is field-based or accelerated may receive reimbursement for total hours completed and certified annually to a maximum of eighteen (18) over the three year period beginning with the initial year of participation in the degree program.

**B. Reimbursement Payments**

This first reimbursement shall be paid no later than November 30th of each year, provided however, that an official transcript of college credit has been filed with the Superintendent's office no later than November 1st of each year. A second reimbursement payment shall be made no later than March 30th of each year, provided however, that an official transcript of college credit has been filed with the Superintendent's office no later than March 1st of each year. A third reimbursement payment shall be made no later than July 30th of each year, provided however, that an official transcript of college credit has been filed with the Superintendent's office no later than July 1st of each year.

**C. Frequency of Educational Enhancement to Salary**

Educational enhancements to an individual's salary will take place once a year based upon course work completed prior to the start of that school year. If course work is completed prior to the start of the school year but a test has to be taken in order to receive the degree or credit and the only time the test is offered would be after the start of the school year, lane advancement would be allowed subject to test passage and salary adjustment would be retroactive to the start of the school year.

**D. Reimbursement for Teachers Returning to/Leaving the District**

Upon their return to the district, teachers will receive tuition reimbursement for approved course work completed during an authorized leave of absence. Teachers who resign from the district will forfeit any unpaid tuition reimbursement.

**E. Reimbursement for Teacher Subject to Layoff**

Teachers receiving honorable dismissal as a result of reduction-in-force shall receive tuition reimbursement for approved course work taken during their last year of employment: such reimbursement shall be paid in conjunction with their final check.

## **EDUCATIONAL SUPPORT PROFESSIONAL**

### **A. Professional Growth Activities**

Educational support professionals may request to be sent to activities advancing their professional growth. If approved by their supervisor and superintendent, the employee will be reimbursed for any expenses incurred, based upon district policy.

### **B. Tuition Reimbursement Requirements**

Educational support professionals who must meet the qualifications stipulated by the law shall receive reimbursement for every semester hour of college credit or equivalent pre-approved by the Superintendent or designee. The rate of reimbursement shall be one hundred fifty dollars (\$150) per semester hour or the actual tuition, whichever is less. The Board will reimburse tuition for a maximum of six (6) hours annually completed and transcript-verified during the period of September 1 through August 30. Reimbursement for the prior year's coursework shall be received no later than November 30 of the year in which the individual returns to the employment of District 23. Educational support professionals who resign from the district will forfeit any unpaid tuition reimbursement. Educational support professionals receiving an honorable dismissal shall receive any unpaid tuition reimbursement in their final paycheck. If coursework and/or credits are mandated by the District, the District shall pay the full cost of said coursework/credits and the coursework/credits shall not be deducted from the annual six (6) credit hour limitation.

## **ARTICLE VIII REDUCTIONS-IN-FORCE**

### **TEACHER**

Length of continuous service in the District as utilized in Section 24-12 of The School Code shall be defined as follows:

1. Years of continuous service as a tenured teacher in the District. After July 1, 1986, for purposes of determining seniority, full-time tenured teachers who fail to complete a full school term of service because of approved unpaid leave shall be awarded no seniority credit for contracted service of less than 90 days and (1/2) one-half years credit for contracted service of 90 days or more. Such unpaid leave of absence approved by the Board will not constitute an interruption of teaching service.
2. If total continuous service as a tenured teacher in the District is equal between two or more tenured teachers, then the following criteria shall be used to break the tie. The criteria listed below are in order of importance.
  - a. Formal evaluation ratings covering the past three years service.
  - b. Teacher job qualifications in terms of undergraduate and graduate credit in the teaching field.
  - c. The total number of years of teaching experience out of the district in a state accredited school.
3. If any tenured teacher is offered and voluntarily agrees to take a part-time position because of reduction-in-force, he/she shall have his/her rights maintained and shall receive tenure, insurance, step advancement on the salary schedule, and seniority afforded to full-time teachers.
4. If a tenured teacher who has been honorably dismissed returns to full-time service at the beginning of the next calendar year, the teacher shall not suffer loss of tenure or salary step and shall be restored all fringe benefits as promptly as the insurance carrier permits.

### **EDUCATIONAL SUPPORT PROFESSIONAL**

The purpose of this reduction in force provision is to establish procedures for an orderly and equitable reduction in the number of working hours and positions, while minimizing disruption to the educational process.

1. Reduction-in-force for educational support professional will be done in accordance with the School Code Section 10-23.5.
2. When, in the judgment of the Board of Education, decline in enrollment or any other reason requires reduction in educational support professional, the Administration shall attempt to accomplish the same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to maintain the most competent and qualified staff available in the interests of perpetuating the highest quality program

possible, the Administration shall base its decision as to resulting employment on the relative skill, ability, competence and qualifications of available staff to do the available work.

3. If a choice must be made between two or more educational support professionals of equal skill, ability, competence and qualifications to do the available work, continued employment will be given to the educational support professional with the greater full-time continuous length of service in School District #23.

## **ARTICLE IX LEAVES**

### **A. Sick Leave**

1. Full time teachers and educational support professionals will be granted fifteen (15) full days of sick leave per year. Part-time teachers will be granted sick leave pro-rated on fifteen (15) days rounded to the nearest half. Three (3) of these days may be used as personal leave days in accordance with the procedures cited in Article IX, C. 1. No limit will be placed on the number of accumulated sick days. Inordinate use of sick days may be subject to request of verification by the Board.
2. Three (3) full days, without deduction from pay or sick leave, shall be allowed for absence caused by death in the immediate family. Additional days taken at the time of this death will be counted as sick leave absence days. Immediate family, in event of death, shall include spouse, brothers, sisters, parents, children, parents-in-law, grandparents, grandparents-in-law and grandchildren. Also included are stepparents, stepbrothers, stepsisters, stepchildren, half-brothers, half-sisters, brothers-in-law and sisters-in-law, or others of significant relationship at the discretion of administration.
3. Within the first year of the birth or adoption or placement for adoption of a child, mothers and fathers shall be allowed thirty (30) days of sick leave if they have it accumulated.

### **B. Sick Leave Bank**

1. The Board agrees to the creation of a District Sick Leave Bank, which shall include teachers and educational support professionals who wish to participate.
2. The District Sick Leave Bank will operate under policies established by the Board of Education.
3. The Association shall appoint three (3) teachers and one (1) educational support professional to membership on the District 23 Employee Sick Bank Committee, which will act with the Superintendent on all matters that concern the policy and administration of the sick leave bank.
4. A current list of employee participants shall be maintained by the Superintendent and posted in each school.
4. Consult the District's Sick Leave Bank Policy for its application and use.
5. The Board shall modify the District Sick Leave Bank Policy to allow for members of the bank to use up to two (2) sick bank days per year for the purpose of observing bona fide religious holidays. Such days shall be granted upon written request to the Superintendent without the prior approval of the Sick Bank Committee.

### **C. Personal Leave**

1. Full time teachers and educational support professionals may use three (3) of their annual allocation of sick leave days as personal leave days. In no case will said days be used during any form of work stoppage or for purposes of association



leave. Generally, personal leave is not available to extend vacations, holidays, during teacher institutes, or the first and last week of school except under unique circumstances approved by the Superintendent. Part time teachers may use their pro-rated sick leave for personal leave not to exceed three (3) days.

A teacher or educational support professional shall notify their Superintendent and Principal of his/her intention to use personal leave no later than forty-eight (48) hours prior to the leave. The teacher or educational support professional will be required to verify that the request is within the defined purposes of such leave in accordance with Board Policy 5:185. In the case of emergency situations that may arise, verbal notification to the Superintendent or his designee will be accepted.

2. Any teacher or educational support professional receiving a subpoena to court shall be allowed to go without pay deduction or deduction of leave days except when the subpoena is for testimony against a position taken by the Board of Education.

#### **D. Religious Holiday Leave**

In the event that a teacher's or educational support professionals' religious holiday falls on a working day, the teacher or educational support professional, who is a member of the sick bank, may withdraw up to two (2) days from the sick leave bank for the purpose of observing such holiday(s). If additional days are needed, the teacher or educational support professional may request to use up to three (3) sick leave days, if they have accumulated, but only a total of three sick days per year can be used for religious holidays without a pay deduction. An individual requiring additional days for observing religious holidays, may use up to three personal days, as allocated and described in Article IX.C.

#### **E. Association Leave**

Should the Association send representatives to regional, state, national conferences, or other professional business, these representatives shall be excused without pay loss, providing that the Association shall reimburse the district for the cost of the substitute(s). A written notification for such leave shall be submitted to the Superintendent by the President of the Association at least one week prior to any Association leave. Such leave shall apply to no more than three (3) Association representatives and total Association leave shall not exceed ten (10) school days per year. The Association President may take up to five (5) additional days per year to conduct Association business.

When the schools are officially closed for emergency purposes, then teachers or educational support professionals with a prearranged absence for that day will not have that day deducted.

#### **F. Family Medical Leave Act**

1. The Family Medical Leave Act allows eligible employees to take time off without loss of benefits for the following six (6) reasons:
  - a. The birth and first year care of a newborn,
  - b. The adoption or foster placement of a child,

- c. The employee's own serious health condition,
  - d. The serious health condition of an employee's spouse, child or parent,
  - e. A qualifying exigency arising from active military duty of a spouse, child or parent, and
  - f. To care for the employee's spouse, child, parent or next of kin who is a covered service member with a serious injury or illness.
- 2. Teachers and educational support professionals are entitled to FMLA leave pursuant to the Family Medical Leave Act, if they meet all the statutory eligibility criteria. For purposes of calculating leave entitlement, the FMLA year will be based on the school year.
  - 3. During FMLA leave, accrued paid leave time such as sick leave, personal leave or vacation days may be used at the choice of the employee. All policies and rules regarding the use of paid leave time will apply.
  - 4. Insurance benefits during the leave will be consistent with benefits contained in the applicable collective bargaining agreement. If any unpaid leave is taken after exhaustion of FMLA leave, the employee will be responsible for paying the entire monthly health insurance premium.

**G. General Conditions for All Extended Leaves**

- 1. An employee on an extended leave of absence under sections H or I, of this article may continue participation at his/her own expense, at the annual group rate, in the district's group health insurance program, including comprehensive benefits, major medical benefits, dental insurance, and dependent coverage. The months of July and August, for insurance purposes, are to be construed as part of the prior school year. An employee granted an extended leave of absence and electing to participate in the district's employee health insurance program shall pay such necessary premiums to the school district in monthly installments 30 days in advance or as otherwise coordinated with the Business Office. It shall be the responsibility of the employee to make certain such payments are made. Upon return from such leave, the employee shall again be placed at the same position on the salary schedule as they would have been when such leave began.
- 2. Teachers and educational support professionals accepting a leave of absence during the school year will be placed at the nearest half-year of advancement on the salary schedule. Staff members whose leave is scheduled to continue until the end of the school year must provide written notice of their intention to return to the District by March 1st of the school year preceding their return. Failure to notify the District by March 1st after having received a courtesy reminder from the District sent certified mail with return receipt shall be considered a resignation. However, the District may re-employ such individuals who have so resigned if a position is available, and such re-employment shall be considered continuous service with the District.

## **H. Other Extended Leaves**

Other extended leaves may be granted, without pay, for required military service, reasons of health, and continuing education or unique opportunities which would benefit that staff member in their professional role within the school district. Except for leaves due to reasons of health, a written request should be received by the Superintendent by March 1st of the year preceding the requested leave of absence.

## **I. Unpaid Leave of Absence**

1. An unpaid leave of absence may be granted to a teacher who has ten (10) or more years of service in District 23 on the date the application for the leave is made.
2. Such request shall be submitted in writing to the Board of Education through the Superintendent of Schools, no later than March 1st of the year preceding the proposed leave of absence. Such request shall include an explanation of the proposed use of such leave. There will be no financial grant during the unpaid leave of absence. The Board of Education will, however, during the unpaid leave of absence, agree to transmit for the teacher the currently required contribution to the Teacher Retirement System as may be required under the Rules and Regulations of the Illinois Teacher Retirement System, or such payment as may be made by the teacher to the Illinois Teacher Retirement System as may be required by the I.T.R.S.
3. A teacher granted such leave may continue participation at his/her own expense, at the annual group rate, in the district's group health insurance program including comprehensive benefits (usual and customary), major medical benefits, dental insurance, and dependent coverage. A teacher granted an unpaid leave of absence and electing to participate in the district's employee health insurance program shall pay such necessary premiums to the school district in monthly installments 30 days in advance or as otherwise coordinated with the Business Office. It shall be the responsibility of the teacher to make certain that such payments are made. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as they would have been when such leave began.
4. The granting of an unpaid leave of absence will be wholly and unilaterally at the sole and exclusive discretion of the Board, and a refusal to grant such leave will not be subject to challenge through the grievance process.

## **ARTICLE X PARENTAL LEAVE**

### **A. General Conditions – Teachers and Educational Support Professionals**

Tenured teachers and non-probationary educational support professionals may take parental leave to care for a newborn or a newly adopted or foster placed child at the time of birth or adoption or at the conclusion of FMLA leave.

### **B. Unpaid Parental Leave**

1. A written request for parental leave shall be received by the Superintendent at least ninety (90) calendar days prior to the anticipated starting date of the leave. Written notice of the intention to begin adoption proceedings should be given to the Superintendent ninety (90) calendar days notice. A second letter specifying the date in which the parental leave (due to an adoption) actually begins should be sent to the Superintendent; however this may be received by the Superintendent as late as the day before the child arrives.
2. With the consent of the Carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or pursuant to its direction.
3. Sick leave and FMLA leave shall not be applicable during the period of parental leave under this section. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District. Sick leave and FMLA leave may not be used to extend parental leave.
4. Any employee desiring parental leave under this Section as a result of becoming an adoptive or foster parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings or notification of anticipated foster placement. Leaves shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent informed of the status of the proceedings and, as soon as known, the expected date of the delivery or placement of the child.
5. Anything herein to the contrary, an employee who has been granted a parental leave of absence under this Section shall not become eligible for a subsequent parental leave unless and until such employee has returned to full-time service for at least one complete school term, provided under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
6. Any employee who has entered upon contractual service shall be entitled to a parental leave of absence under this Section. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child which the

employee has parented or upon his/her planned adoption or receipt for foster placement of a child.

7. Nothing herein shall be construed as requiring any employee to apply for a parental leave under this Section.

**C. Conditions Specific to Teachers**

1. Where the teacher is eligible, parental leave may be taken without pay. An individual applying for parental leave may request a leave for the balance of the current school year. Additionally, the applicant may request the next full school year as a continuation of the unpaid leave. Parental leave shall not exceed the balance of the school year in which it commences and one additional school year. Parental leave shall be granted for a specific date in anticipation of a birth, actual birth of the child, and/or the point which the teacher may no longer work because of medical reasons (doctor certificate required). This shall not limit the Board of Education and individual teachers in mutually agreeing to a parental leave of shorter or longer duration.
2. Parental leave will not count toward the completion of the required four (4) years of probationary teaching. The Board reserves the right to terminate the probationary teacher who has not completed a full four (4) years of teaching in District 23 because of parental leave. This provision is necessary since the Board's right to evaluation before the granting of tenure would not be satisfied in the case of probationary teacher on parental leave.
3. A part-time teacher who has been employed for five (5) consecutive years and worked at least fifty percent (50%) or more of the work week during those five (5) years, anticipating the birth or adoption of a child, may request a parental leave from the Board of Education. The granting or withholding of such leave by the Board shall be in its sole and absolute discretion, and shall be without precedential effect. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this section.

**D. Conditions Specific to Educational Support Professionals**

1. Where an Educational Support Professional is eligible, parental leave may be taken without pay, but only if a satisfactory substitute can be hired for the length of the leave requested. If a satisfactory substitute cannot be found, and the employee takes the leave of absence anyway, his/her position will not be guaranteed upon his/her return.

## **ARTICLE XI SCHOOL CALENDAR**

The Board of Education and the Association along with the Superintendent shall form a committee to discuss and propose the upcoming year's calendar. The committee will consist of four Association members including at least one educational support professional, the Superintendent, one Building Administrator and one Board of Education member. Recommendations by the committee must be received by the Board of Education no later than April 1, in the year prior to the year for which the calendar is being adopted. The Board of Education shall decide the official calendar.

## **ARTICLE XII EVALUATIONS**

### **TEACHER**

#### **A. Compliance with Illinois School Code**

Teacher evaluation instruments, procedures, and criteria shall be in compliance with the appropriate provisions of the School Code of Illinois as it pertains to teacher evaluation.

#### **B. Hold Harmless**

The Board shall hold harmless any teacher who becomes involved as a defendant of any type of adjudication originating as part of the teacher's scope of authority.

#### **C. Evaluation Committee Meeting and Purpose**

A meeting of the Evaluation Committee shall be biennially convened to evaluate the instrument as to its effectiveness and manageability. This committee shall consist of one teacher and one administrator from each building. The Superintendent shall be a non-voting member of the Evaluation Committee. The teacher members shall be selected by the Association.

#### **D. Forms**

All forms used in association with the teacher evaluation procedure shall be reviewed and agreed to by a consensus of the Evaluation Committee.

### **EDUCATIONAL SUPPORT PROFESSIONAL**

#### **A. Purpose**

The primary purpose of employee evaluation shall be the improvement of employment skills and all evaluations shall be conducted in good faith and in accordance with the evaluation instrument developed collectively between the educational support professional and the Administration. All educational support professionals will be assigned a school where the primary evaluator shall be the school principal or immediate supervisor.

#### **B. Rebuttal**

In the event an employee feels the formal written evaluation was incomplete or unjust, she/he may put in writing the objections and have them attached to the evaluation report to be placed in his/her personnel file.

#### **C. Evaluation Committee**

A meeting of the Evaluation Committee shall be biennially convened to evaluate the instrument as to its effectiveness and manageability. This committee shall consist of the Superintendent or his/her designee, two administrators, a member of the Association's Executive Board, and two educational support professionals who shall be selected by the

Association. The administrators shall follow the procedures established by the Committee as described in the ESP Evaluation Plan.

**D. Forms**

All forms used in association with the ESP evaluation procedure shall be reviewed and agreed to by a consensus of the Evaluation Committee.



## **ARTICLE XIII RETIREMENT INCENTIVE PROGRAM**

### **A. Eligibility**

The Board will offer a retirement incentive to teachers who meet the following eligibility criteria:

1. Will have at least fifteen (15) consecutive years of full-time employment with the District as a licensed teacher at the time of retirement; and
2. Will be eligible for a non-discounted retirement annuity by the Illinois Teachers' Retirement System (TRS) within the four (4) school years following delivery of the required notice of retirement.

### **B. Definitions**

1. A non-discounted annuity is defined solely by TRS. For the purposes of illustration, it is summarized as:

Tier I Members		
Minimum # Years Creditable Service	Minimum # Years District Service	Age at Retirement
5	15	62
10	15	60
35	15	55-60

2. "Attendance" is defined as a teacher's performance of required regular duties.
3. TRS creditable earnings are defined solely by TRS and include, but are not limited to, salary for regular contractual teaching duties, extra-duty earnings, substitute teaching, teachings that are completed after school hours, and homebound teaching.

### **C. Requirements**

The requirements of this Incentive are:

1. The teacher must submit a written notice of retirement and irrevocable resignation to the Superintendent no later than September 30, 2023 for the 2023-2024 school year and February 1<sup>st</sup> of any subsequent contractual year of this Incentive Plan.
2. The retirement must occur at the end of the first school year during which: (a) this Incentive Plan is offered, or (b) the teacher first becomes eligible for a non-discounted annuity. For those teachers whose first school year of eligibility has already passed, retirement must occur at the end of the 2023-2024 school year.
3. The Teacher and Board will enter into a retirement contract that stipulates the teacher's earnings and duties for the duration of employment, subject to the terms of this Incentive Plan.

4. Must have at least 95% attendance in each of the final years of employment under this Incentive Plan; exceptions may be made for substantiated significant medical illness and/or family emergency as reviewed and approved by the Superintendent.
5. Under no circumstances shall the teacher's total TRS creditable earnings in the school year in which notice is given, or in any subsequent school year of employment, increase by more than six percent (6%) from one year to the next or the percentage increase as provided by this incentive program, whichever is less.
6. The Board will not incur an "excess salary payment" (i.e., a TRS penalty) as a result of the teacher's retirement, unless that excess salary payment is less than the post-retirement lump sum payment, after deductions for annual pay increases, as provided herein.
7. The Teacher will not be required or allowed to perform an extra-duty (subbing, coaching, club sponsor, etc.) not included in the retirement contract and TRS creditable earnings.
8. The Teacher agrees to provide the District all TRS records, including estimates, requested by the District to verify that the requirements of this Incentive Plan have been satisfied.
9. The Association, with assistance from the Administration, shall provide assistance by proactively educating members about this Incentive Plan and retirement options.

**D. Conditions**

This Incentive is subject to the following conditions:

1. Any request to retire earlier than the original agreed upon date shall be subject to approval at the sole discretion of the Board, which shall not be subject to challenge.
2. In the event that a Teacher ceases to perform an extra-duty that was included in the TRS creditable earnings of a prior school year, either: (a) the teacher will be offered an extra-duty of similar effort and compensation, or (b) the amount of that duty will be subtracted when calculating the teacher's current year's compensation.

**E. Incentive**

As an incentive to retire, the Board shall pay teachers who satisfy the eligibility criteria, requirements, and conditions stipulated herein:

A salary increase of the negotiated percentage increase for the given contract year plus two percent (2%) not to exceed six percent (6.0%) over the prior year's total TRS creditable earnings for up to four (4) years depending on notification as required above and the teacher's optimal year to retire.

If the Teacher selects this retirement incentive program, the Teacher shall not be eligible for the retirement recognition program as provided in Board Policy 5:112.

## **ARTICLE XIV EMPLOYEE INSURANCE BENEFITS**

The Board will provide employee insurance benefits as prescribed below. In order to educate staff regarding the District Insurance Plan, the Administration will annually dedicate a portion of a staff meeting (building OR district-wide) to discuss the insurance and wellness programs.

### **A. Employee Insurance Benefit Committee**

On or before September 15th of each year, the Board will name up to three individuals to serve on an Employee Insurance Benefit Committee and the Association will name five individuals which includes one educational support professional. The purpose of the committee is to annually review and make recommendations to the Board related to Employee Benefits on options to improve insurance benefits and/or control the cost of insurance benefits. The individuals named by the Board do not need to be Board members, although they may be. The individuals named by the Association will be chosen by the Association's Executive Board.

### **B. Responsibilities of Employee Insurance Benefit Committee**

The Board and the Association have agreed further that the Committee should undertake the following duties each school year:

1. The Committee members will commit to meet often enough to accomplish the work of the Committee.
2. The Committee will survey the insurance needs of the employees in order to assist the Committee in its annual study of the District's insurance plan.
3. The Committee will undertake regular communication with the employees and the Board on the workings of the Committee and on its progress in completing its annual tasks.
4. The committee shall issue a report to the Board prior to any change in the employee insurance benefit package, but in no event later than 90 days prior to the termination of the existing insurance benefit package.
5. All modifications or amendments to the employee benefit plan are subject to ratification by both the Association and the Board.
6. Should no recommendation be made and/or ratified by both the Association and the Board, the existing plan will remain in full force and effect.
7. Details of these insurance programs can be found in the district employee insurance booklet.

### **C. Life Insurance**

1. The Board agrees to pay the cost of life insurance of \$25,000.00 for each teacher and educational support professional eligible to receive benefits. Upon the death

of an association member the Board will make a contribution in the amount of \$25,000 to the spouse or estate of the deceased.

2. Additional life insurance may be purchased by the teacher or educational support professional at their expense from the District's insurance company if the company offers optional insurance.

#### **D. Health, Dental and Vision Insurance Benefits**

The District insurance plan will consist of options in HMO and PPO health insurance programs.

1. The Board and PHEA agree to contribute the following percentages of the full premium for each eligible member of the bargaining unit for those individuals who participate in the District's Wellness Exam program or for individuals hired after the District's Wellness Exam, providing documentation that complies with the District's Wellness Exam Program within 30 days of hire.

2023-2027

- |    |                    |                                       |
|----|--------------------|---------------------------------------|
| a. | Single HMO Premium | 8.61% (Employee) – 91.39% (District)  |
|    | Single PPO Premium | 4.73% (Employee) – 95.27% (District)  |
| b. | Family HMO Premium | 27.47% (Employee) – 72.53% (District) |
|    | Family PPO Premium | 23.52% (Employee) – 76.48% (District) |

2. The Board and PHEA agrees to contribute the following percentages of the full premium for each eligible member of the bargaining unit for those individuals who do NOT participate in the District's Wellness Exam program.

2023-2027

- |    |                    |                                       |
|----|--------------------|---------------------------------------|
| a. | Single HMO Premium | 11.61% (Employee) – 88.39% (District) |
|    | Single PPO Premium | 7.73% (Employee) – 92.27% (District)  |
| b. | Family HMO Premium | 30.47% (Employee) – 69.53% (District) |
|    | Family PPO Premium | 26.52% (Employee) – 73.48% (District) |

3. The Board and PHEA agrees to contribute the following percentages of the full premium for each eligible member of the bargaining unit for those individuals who participate in the District's Dental program.

Single Dental Premium	0% (Employee) – 100% (District)
Family Dental Premium	0% (Employee) – 100% (District)

4. In addition, the Board will match employee contributions to the Health Savings Account (HSA) for individuals who participate in the High Deductible Health Plan PPO. The Board will match employee contributions up to \$750 dollars for individuals choosing single coverage and \$1,500 for individuals choosing family coverage.

5. Hepatitis B inoculations shall be provided by the Board. All participation shall be voluntary.

**E. Eligibility Requirements in Order to Receive Insurance**

Only individuals employed for thirty (30) hours or more a week will be entitled to insurance benefits.

**F. Association Right to Co-Consultant**

The Association may employ a co-consultant at its cost. He/she will have access to materials and can converse directly with vendors but must share his/her calculations and advice with the entire committee.

## **ARTICLE XV**

### **HOW PHEA MEMBERS ARE PAID**

The salary model proposed for this four-year contract utilizes established salary increases for the 2023-2024 and 2024-2025 school years and the Consumer Price Index (CPI) for the 2025-2026 and 2026-2027 school years. For the purposes of this Agreement, CPI shall be defined as the Consumer Price Index for Urban Consumers as set forth on December 31<sup>st</sup> of the year prior to the applicable year (i.e. December 31, 2023 for the 2024-2025 school year, December 31, 2024 for the 2025-2026 school year, etc.).

The salary for the 2023-2024 shall be increased by five and half percent (5.5%) and the salary for the 2024-2025 school year shall be increased by four and half percent (4.5%) over the preceding school year annual salary. The salary for the 2025-2026 and 2026-2027 school years shall be increased by CPI, provided that the annual salary increase shall not be less than two and three quarters percent (2.75%) or exceed four and three quarters percent (4.75%) over the preceding school year annual salary.

Certified staff members will receive an annual salary letter from the District which verifies salary and educational enhancement level. Salary tables shall be provided in Exhibit A for each contract year for demonstrative purposes only.

**A. Starting Salaries for Certified Staff Members:**

2023-2024: \$50,446 (BA 1), \$51,959 (BA 12), \$53,518 (BA 24), \$55,926 (MA), \$57,604 (MA 15), \$59,332 (MA 30)

2024-2025: \$51,581 (BA 1), \$53,128 (BA 12), \$54,722 (BA 24), \$57,184 (MA), \$58,900 (MA 15), \$60,667 (MA 30) (i.e. 2023-2024 Salary \* 2.25%)

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75% divided by 2)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75% divided by 2)

**B. Certified PHEA Staff Members (Employees NOT classified as Long Term Employees) Increases:**

2023-2024: 5.5%

2024-2025: 4.5%

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

**C. Long Term Employees (“LTE”)**

For the 2023-2024 school year, the threshold amount for identification as an LTE employee shall be increased by five percent (5.0%) to \$110,553. For each subsequent school year, the threshold amount will increase by CPI each year not to exceed five percent (5%).

2023-2024: LTE shall receive an increase of 3%.

2024-2025: Threshold TBD by CPI; LTE shall receive an increase of 2.5%.

2025-2026: Threshold TBD by CPI; LTE shall receive an increase of 2.25%.

2026-2027: Threshold TBD by CPI; LTE shall receive an increase of 2.0%.

Beginning in the 2023-2024 school year, the Administration, in consultation with the Association, shall develop a task force to discuss and examine the LTE program, including but not limited to, the methodology of determining LTE thresholds and the use of CPI as an indicator of increase.

**D. Starting Salaries for Non-Certified PHEA Educational Support Staff:**

Aides

2023-2024: \$20.93

2024-2025: \$21.40 (23-24 Salary \* 2.25%)

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

Secretaries

2023-2024: \$23.33

2024-2025: \$23.85 (23-24 Salary \* 2.25%)

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

Nurses

2023-2024: \$34.40

2024-2025: \$35.17 (23-24 Salary \* 2.25%)

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

Licensed Practical Nurses

2023-2024: \$27.10

2024-2025: \$27.71 (23-24 Salary \* 2.25%)

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

**E. Non-Certified PHEA Educational Support Staff:**

2023-2024: 5.5%

2024-2025: 4.5%

2025-2026: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

2026-2027: TBD (CPI with floor of 2.75% and ceiling of 4.75%)

**F. Salary Differential For ESPs**

For educational support personnel who serve students who are likely to require NVCI Intervention, the hourly rate for the approved position shall be increased by one dollar (\$1.00). Said ESPs shall be identified and approved by the Administration pursuant to student needs.

## **TEACHER**

### **A. Proration of Non-Full Time Employee Salaries**

A teacher working less than full time will receive pro-rated salary, based upon the following assignment pattern:

- .2 Employment - .2 salary schedule
- .3 Employment - .3 salary schedule
- .4 Employment - .4 salary schedule
- .5 Employment - .5 salary schedule
- .6 Employment - .6 salary schedule
- .7 Employment - .7 salary schedule
- .8 Employment - .8 salary schedule
- .9 Employment - .9 salary schedule

### **B. Prior Teaching Experience**

Candidates with teaching experience outside the district can be credited with up to fifteen (15) years previous teaching experience. Credit for teaching experience outside of the district will only be awarded at the initial employment by District #23.

### **C. Salary Deductions for Annuities**

Teachers may request salary deductions for annuity and/or deferred salary tax shelter plans. These requests must be submitted, in writing, to the Business Administrator and must comply with the laws, rules and regulations in effect.

### **D. Use of Sick Days Upon Retirement**

At the time of retirement, a teacher may elect to use up to the number of days of accumulated sick leave as permitted by legislation toward retirement benefits with the Illinois Teacher Retirement System.

### **E. Number of Paychecks**

Teachers may choose at the beginning of the school year to be paid in ten (10) or twelve (12) months, semi-monthly. Direct electronic deposit of payroll to the employee's financial institution of choice will be provided as requested in writing. Payroll of all individuals newly employed after July 1, 2003 will be forwarded by electronic deposit.

### **F. Educational Enhancements to Salary EXCEPT for Masters Degree**

Individuals attaining the following levels of educational enhancements will receive a 3% increase in salary for the following levels of Educational Enhancements:

- Bachelor + 12 hours of graduate credit
- Bachelor + 24 hours of graduate credit
- Master Degree + 15 hours of graduate credit
- Master Degree + 30 hours of graduate credit



All coursework submitted for educational enhancements to salary must be (1) provided by an accredited college/university, (2) relevant/aligned to professional growth, and (3) pre-approved by the Superintendent and/or designee. Any request for tuition reimbursement must be submitted on the District provided form. Failure to provide the form and an official transcript of such college credit by November 15th, will deny a teacher the educational enhancement pay increase to his/her salary. Placement at the Masters salary level may be achieved upon completion of a Masters degree from a graduate program accredited by the North Central Association of Colleges and Universities or a similar accrediting body. During any given school year, teachers are eligible to receive one educational enhancement.

Educational enhancements to an individual's salary will take place once a year based upon course work completed prior to the start of that school year. If course work is completed prior to the first day of school, but a test has to be taken in order to receive the degree or credit and the only time the test is offered would be after the start of the school year, lane advancement would be allowed subject to test passage and salary adjustment would be retroactive to the start of the school year.

**G. Educational Enhancements to Salary for Masters Degree**

Individuals attaining a Master Degree will receive a 4.5% increase in salary.

**H. Limitations on Educational Enhancements to Salary**

Effective July 1, 2017, teachers who have twenty (20) or more years in the District may not receive a salary increase in excess of 6% through a combination of a salary increase and educational enhancements.

**I. Attendance at Non-Working Day Event**

A teacher required to attend, on a non-scheduled working day as a function of a job related duty that is not covered by extra duty, will be paid a stipend of \$30 per hour worked.

**J. Pay Deductions**

Pay deductions will be based upon the teachers' current work year.

**K. Board Stipends**

The positions of Coordinator, Staff Developer, Team Leader (or Level Leader), and Facilitator may receive a yearly stipend at the discretion of the Board.

**L. Time Required to Advance to New Salary**

Certified personnel hired after November 1, will receive no credit for advancement to the next salary level.

**M. Reimbursement for Student Teachers**

All reimbursement for supervising student teachers received by the district from the participating University or College will be placed in a special activity account to be expended by that supervising teacher for classroom use.

**N. Pre-Service Mentor Pay**

First year probationary teachers may be requested to participate in pre-service and mentoring activities prior to the first contracted duty day. They will be compensated at the rate of thirty six dollars (\$36) per hour and will be provided insurance coverage which becomes effective on their first day of participation.

**O. Initial Placement of Social Workers and Speech/Language Pathologists**

Beginning with new hires for the 2023-2024 school year and each subsequent school year thereafter, the initial placement of Social Workers and Speech/Language Pathologists shall be in the MA+30 lane.

**EDUCATIONAL SUPPORT PROFESSIONALS**

**A. Registration Duties**

Educational support professionals will be paid according to the schedule attached to this contract. Four (4) of the work days assigned to secretaries will be scheduled at times best suited for an orderly registration process. Registration duties performed by nurses will be paid at the daily rate as needed at times approved by the building principal.

**B. Number of Paychecks - ESP**

Educational support professionals may choose at the beginning of the school year to be paid in ten (10) months or twelve (12) months, semi-monthly. Direct electronic deposit of payroll to the employee's financial institution of choice will be provided as requested in writing. Payroll of all individuals newly employed after July 1, 2003 will be forwarded by electronic deposit.

**C. Pay Deductions**

Pay deductions will be based upon the educational support professional's current contract year and hourly rate.

**D. Prior Work Experience**

Administration may award credit in salary to a newly hired educational support professional for prior work experience.

**E. Salary Deductions for Annuities**

Educational support professionals may request salary deductions for annuity tax shelter plans. These requests must be submitted, in writing, to the business administrator and must comply with the laws, rules and regulations in effect.

## **GENERAL**

### **A. Committee Work**

1. Committee assignments are determined through a collaborative process at the building level.
2. Committee work may be scheduled after contractual hours if all non-administrative members of the committee are in agreement and the scope of the committee work can be completed in a timely manner.
3. Committee work after school will be paid at a rate of \$36/hour.
4. Committee work held after school will be limited to two hours per session.
5. Efforts will be made to alleviate the need for non-tenured staff to serve on District committees, except in situations where it cannot be avoided due to the number of available staff members or in situations where a specialty area of the curriculum is being served.
6. If an individual wishes to withdraw from serving on a committee, that individual will be allowed to do so without prejudice.
7. Committees are developed by Administration or articulated in the negotiated agreement. Participation in joint PHEA and/or Board committees after the school day shall be paid, excluding negotiations & communications.

### **B. Internal Substitution**

The internal substitute teaching procedures will be determined collaboratively by a committee consisting of the PHEA President or his/her designee and the Superintendent or his/her designee. The internal substitute teaching procedures will be reviewed annually by the committee and listed on the District website for employee access.

1. A teacher who volunteers to supervise during his/her duty-free lunch will be paid \$36/hour.
2. A teacher who volunteers or is requested by administration to provide substitute teaching services because an external substitute is unavailable will be paid \$36/hour.
3. Payment will be calculated in ten (10) minute increments.
4. An ESP who is requested by administration to provide, during his/her duty-free periods, substitute teaching services or who is required to supervise students because a substitute is unavailable, will be paid the individual's hourly rate for substitute teaching or supervision duties.
5. Payment will be calculated in ten (10) minute increments.

**C. Extra Duty (Certified/Non-Certified Staff)**

Extra duty positions will not be open to administrators. If insufficient numbers of qualified bargaining unit members apply for extra duty positions, the Board shall have the right to hire other district employees or individuals from outside the district.

Extra duty positions will be created and/or continued using the following steps:

1. Extra Duty Committee: An Extra Duty Committee consisting of four members chosen by the Association and two members chosen by the Board, will meet prior to March 1st. The Extra Duty Committee will meet twice per year to approve new extra duties, review the success of the past year's programs, and approve the next year's extra duty schedule.
2. The Extra Duty List and Pay Schedule will be posted on the District website under the Infinite Visions Employee Portal and provided to employees by the first day of school.
3. The Extra Duty Committee will collaborate and develop procedures for determining how new extra duty positions will be created. The committee will also jointly determine whether or not to continue or eliminate any current extra duty positions. The revised Extra Duty List for the following year will be posted no later than May 1st in each building.
4. Lunch and Bus Duty Stipend
  - a. Lunch Duty Stipend shall be paid at an hourly rate. All staff will continue to fill out time cards and will only be paid for the hours worked. A teacher who volunteers or is requested by Administration to provide lunch duty will be paid \$36/hour.
    - i. The ratio of students at the elementary buildings shall be 1 supervisor for every 50 students.
    - ii. The ratio of students at the middle school building shall be 1 supervisor for every 70 students.
  - b. Bus Duty Stipend shall be paid at an hourly rate. All staff will continue to fill out time cards and will only be paid for the hours worked. A teacher who volunteers or is requested by the Administration to provide bus duty will be paid \$24/hour.
    - i. There will be 4 bus supervisors at Eisenhower School.
    - ii. There will be 5 bus supervisors at Ross School.
    - iii. There will be 4.5 bus supervisors at Sullivan School.
    - iv. There will be 4 bus supervisors at MacArthur School.
5. Other than year-long duties (e.g. lunch supervision) the stipend will be paid upon completion of the extra duty.

**D. Extra Duty Pay**

In the first year of the four-year contract, all stipends shall increase by 1%. In each subsequent contract year, all stipends shall not be increased.

## **ARTICLE XVI JOB SHARING**

### **A. Eligibility**

Job sharing is a voluntary opportunity for two (2) tenured teachers to share one full time equivalent teaching position. Job sharing shall be filled only by teachers who have jointly agreed to work together.

### **B. Process**

Participants must submit an annual written application to their Principal and the Superintendent by March 1st of the preceding school year for which the job sharing is requested. The proposal must be signed by both teachers and approved by the Principal and Superintendent before submitting it to the Board of Education for their approval.

### **C. Proposal Requirements**

The proposal shall include, but not be limited to:

- Teaching responsibilities
- Schedule of work hours and/or days
- Attendance at staff meetings
- In service day participation
- Parent /Teacher conferences
- Substitution procedures
- Field trips
- Communications

### **D. Salary Placement**

Participants in job sharing positions shall be placed according to Article XV.

### **E. No Access to Benefits**

Job share participants will not have access to the district's insurance benefit package.

### **F. Sick and Personal Leave Eligibility**

Job share participants will be granted sick and personal leave pro-rated based on Article IX.(A).1.

### **G. Seniority**

Job share participants will receive no seniority for contracted service of less than 90 days and one-half (1/2) years credit for contracted service of 90 days or more.

### **H. Appeal of Denial**

Teachers' whose requests for job sharing have been denied, may, upon written request receive the rationale for such denial in writing from the superintendent.

## **ARTICLE XVII**

### **PORTABLE COMPUTING DEVICES**

The Association and Board agree to the following regarding the Employee Portable Computing Device program:

1. All district employees who accept a district portable computing device (for example but not limited to laptop, cell phone, iPad, iPod) for their instructional use, will have the opportunity to participate in a portable computing device insurance program at the start of each school year. Employees who choose to participate in the insurance program will be asked to sign an Employee Portable Computing Device contract agreeing to pay the premium of \$25 per year to cover any and all damages incurred to the portable computing device off of school premises.
2. The Board agrees to hold this money as insurance, meaning no refund would be given, and no additional monies will be asked during the school year. This fee protects the employee's use of the portable computing device.
3. Employees who choose to opt out of the Portable Computing Device insurance program must select one of two options:
  - a. District will provide them with a desktop computer in lieu of a laptop to allow them to fulfill their duties as an educator in the district; OR
  - b. Employee will sign an agreement in which the member agrees to pay the cost to repair or replace the portable computing device if damaged off of school premises. Repayment will occur through payroll deduction.
4. The Board will perform an annual fund balance review to determine if the \$25 fee should be charged or reduced for the upcoming school year.

**ARTICLE XVIII  
EFFECT OF AGREEMENT**

**A. Sole Agreement**

This Cumulative Negotiations Agreement is the only written Agreement between the Board and the Association and it contains all acceptable and residual items from previous agreements.

**B. Severability**

Should any section, sentence, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said section, sentence or clause shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining sections, sentences and clauses shall remain in force.

**C. Term**

This Agreement shall be effective as of July 1, 2023 and shall remain in effect until June 30, 2027.

This Agreement is signed this 10<sup>th</sup> day of May, 2023.

In Witness Whereof:

For the PROSPECT HEIGHTS EDUCATION ASSOCIATION

Tina Palster

President

Linda Hartmann

Negotiating Committee Member

For the BOARD OF EDUCATION, PROSPECT HEIGHTS SCHOOL DISTRICT #23

Carol Bateman

President

Marlyn Peters

Secretary



## APPENDIX A

- TABLE A: Table A is to be used for individuals that were employed at the BA educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the BA educational enhancement level. These individuals shall remain on Table A for the duration of the 2023-2027 negotiated agreement.
- TABLE B: Table B is to be used for individuals that were employed at the BA+12 educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the BA+12 educational enhancement level. These individuals shall remain on Table B for the duration of the 2023-2027 negotiated agreement.
- TABLE C: Table C is to be used for individuals that were employed at the BA+24 educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the BA+24 educational enhancement level. These individuals shall remain on Table C for the duration of the 2023-2027 negotiated agreement.
- TABLE D: Table D is to be used for individuals that were employed at the MA educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the MA educational enhancement level. These individuals shall remain on Table D for the duration of the 2023-2027 negotiated agreement.
- TABLE E: Table E is to be used for individuals that were employed at the MA+15 educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the MA+15 educational enhancement level. These individuals shall remain on Table E for the duration of the 2023-2027 negotiated agreement.
- TABLE F: Table F is to be used for individuals that were employed at the MA+30 educational enhancement level for the 2023-2024 school year or hired after the 2023-2024 school year at the MA+30 educational enhancement level. These individuals shall remain on Table F for the duration of the 2023-2027 negotiated agreement.

**2023-2024 (Table A)**

	BA	BA+12	BA+24	MA	MA+15	MA+30
1	\$50,446	\$51,959	\$53,518	\$55,926	\$57,604	\$59,332
2	\$51,455	\$52,999	\$54,589	\$57,046	\$58,757	\$60,520
3	\$51,604	\$53,152	\$54,747	\$57,211	\$58,927	\$60,695
4	\$52,545	\$54,121	\$55,745	\$58,254	\$60,002	\$61,802
5	\$53,163	\$54,758	\$56,401	\$58,939	\$60,707	\$62,528
6	\$54,127	\$55,751	\$57,424	\$60,008	\$61,808	\$63,662
7	\$55,001	\$56,651	\$58,351	\$60,977	\$62,806	\$64,690
8	\$55,622	\$57,291	\$59,010	\$61,665	\$63,515	\$65,420
9	\$57,110	\$58,823	\$60,588	\$63,314	\$65,213	\$67,169
10	\$58,377	\$60,128	\$61,932	\$64,719	\$66,661	\$68,661
11	\$60,399	\$62,211	\$64,077	\$66,960	\$68,969	\$71,038
12	\$61,908	\$63,765	\$65,678	\$68,634	\$70,693	\$72,814
13	\$63,421	\$65,324	\$67,284	\$70,312	\$72,421	\$74,594
14	\$65,233	\$67,190	\$69,206	\$72,320	\$74,490	\$76,725
15	\$67,045	\$69,056	\$71,128	\$74,329	\$76,559	\$78,856
16	\$68,857	\$70,923	\$73,051	\$76,338	\$78,628	\$80,987
17	\$70,970	\$73,099	\$75,292	\$78,681	\$81,041	\$83,472
18	\$73,098	\$75,291	\$77,550	\$81,039	\$83,470	\$85,974
19	\$75,501	\$77,766	\$80,098	\$83,703	\$86,214	\$88,800
20	\$77,917	\$80,254	\$82,661	\$86,380	\$88,971	\$91,640
L1				\$89,061	\$91,733	\$94,486
L2				\$91,739	\$94,490	\$97,325
L3				\$95,086	\$97,939	\$100,877
L4				\$98,434	\$101,388	\$104,429

**2024-2025 (Table A)**

	BA	BA+12	BA+24	MA	MA+15	MA+30
1	\$51,581	\$53,128	\$54,722	\$57,184	\$58,900	\$60,667
2	\$52,716	\$54,297	\$55,926	\$58,443	\$60,196	\$62,002
3	\$53,256	\$54,854	\$56,500	\$59,043	\$60,814	\$62,638
4	\$53,926	\$55,544	\$57,210	\$59,784	\$61,578	\$63,425
5	\$54,910	\$56,557	\$58,254	\$60,875	\$62,701	\$64,582
6	\$55,555	\$57,222	\$58,939	\$61,591	\$63,439	\$65,342
7	\$56,563	\$58,260	\$60,008	\$62,708	\$64,589	\$66,527
8	\$57,476	\$59,200	\$60,976	\$63,720	\$65,632	\$67,601
9	\$58,125	\$59,869	\$61,665	\$64,440	\$66,373	\$68,364
10	\$59,680	\$61,470	\$63,314	\$66,163	\$68,148	\$70,192
11	\$61,004	\$62,834	\$64,719	\$67,631	\$69,660	\$71,750
12	\$63,117	\$65,011	\$66,961	\$69,974	\$72,073	\$74,235
13	\$64,694	\$66,635	\$68,634	\$71,723	\$73,875	\$76,091
14	\$66,275	\$68,263	\$70,311	\$73,475	\$75,679	\$77,949
15	\$68,168	\$70,213	\$72,319	\$75,573	\$77,840	\$80,175
16	\$70,062	\$72,164	\$74,329	\$77,674	\$80,004	\$82,404
17	\$71,956	\$74,115	\$76,338	\$79,773	\$82,166	\$84,631
18	\$74,163	\$76,388	\$78,680	\$82,222	\$84,689	\$87,230
19	\$76,388	\$78,679	\$81,039	\$84,686	\$87,227	\$89,844
20	\$78,899	\$81,265	\$83,703	\$87,470	\$90,094	\$92,797
L1				\$90,267	\$92,975	\$95,764
L2				\$93,069	\$95,861	\$98,738
L3				\$95,867	\$98,742	\$101,705
L4				\$99,365	\$102,346	\$105,417

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV

**2023-2024 (Table B)**

	BA+12	BA+24	MA	MA+15	MA+30
1	\$52,219	\$53,786	\$56,206	\$57,892	\$59,629
2	\$53,263	\$54,861	\$57,330	\$59,050	\$60,822
3	\$53,418	\$55,021	\$57,497	\$59,222	\$60,999
4	\$54,392	\$56,024	\$58,545	\$60,301	\$62,110
5	\$55,030	\$56,681	\$59,232	\$61,009	\$62,839
6	\$56,030	\$57,711	\$60,308	\$62,117	\$63,981
7	\$56,935	\$58,643	\$61,282	\$63,120	\$65,014
8	\$57,577	\$59,304	\$61,973	\$63,832	\$65,747
9	\$59,118	\$60,892	\$63,632	\$65,541	\$67,507
10	\$60,428	\$62,241	\$65,042	\$66,993	\$69,003
11	\$61,908	\$63,765	\$66,634	\$68,633	\$70,692
12	\$63,421	\$65,324	\$68,264	\$70,312	\$72,421
13	\$65,233	\$67,190	\$70,214	\$72,320	\$74,490
14	\$67,045	\$69,056	\$72,164	\$74,329	\$76,559
15	\$68,857	\$70,923	\$74,115	\$76,338	\$78,628
16	\$70,970	\$73,099	\$76,388	\$78,680	\$81,040
17	\$73,085	\$75,277	\$78,665	\$81,025	\$83,456
18	\$75,501	\$77,765	\$81,265	\$83,703	\$86,214
19	\$77,916	\$80,253	\$83,865	\$86,381	\$88,972
20	\$80,333	\$82,743	\$86,466	\$89,060	\$91,732
L1			\$89,066	\$91,739	\$94,491
L2			\$92,316	\$95,086	\$97,938
L3			\$95,568	\$98,435	\$101,388
L4			\$98,820	\$101,785	\$104,839

**2024-2025 (Table B)**

	BA+12	BA+24	MA	MA+15	MA+30
1	\$53,394	\$54,996	\$57,471	\$59,195	\$60,971
2	\$54,569	\$56,206	\$58,735	\$60,497	\$62,312
3	\$55,128	\$56,781	\$59,336	\$61,116	\$62,949
4	\$55,822	\$57,497	\$60,084	\$61,887	\$63,744
5	\$56,840	\$58,545	\$61,180	\$63,015	\$64,905
6	\$57,506	\$59,231	\$61,896	\$63,753	\$65,666
7	\$58,551	\$60,308	\$63,022	\$64,913	\$66,860
8	\$59,497	\$61,282	\$64,040	\$65,961	\$67,940
9	\$60,168	\$61,973	\$64,762	\$66,705	\$68,706
10	\$61,778	\$63,631	\$66,494	\$68,489	\$70,544
11	\$63,147	\$65,041	\$67,968	\$70,007	\$72,107
12	\$64,694	\$66,635	\$69,634	\$71,723	\$73,875
13	\$66,275	\$68,263	\$71,335	\$73,475	\$75,679
14	\$68,168	\$70,213	\$73,373	\$75,574	\$77,841
15	\$70,062	\$72,164	\$75,411	\$77,673	\$80,003
16	\$71,956	\$74,115	\$77,450	\$79,774	\$82,167
17	\$74,164	\$76,388	\$80,589	\$83,007	\$85,497
18	\$76,374	\$78,665	\$82,992	\$85,482	\$88,046
19	\$78,898	\$81,265	\$85,735	\$88,307	\$90,956
20	\$81,422	\$83,865	\$88,478	\$91,132	\$93,866
L1			\$90,357	\$93,068	\$95,860
L2			\$93,074	\$95,867	\$98,743
L3			\$96,471	\$99,365	\$102,345
L4			\$99,868	\$102,864	\$105,950

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV

**2023-2024 (Table C)**

	BA+24	MA	MA+15	MA+30
1	\$53,493	\$55,900	\$57,577	\$59,304
2	\$54,563	\$57,018	\$58,729	\$60,491
3	\$54,721	\$57,183	\$58,898	\$60,665
4	\$55,719	\$58,226	\$59,973	\$61,772
5	\$56,372	\$58,909	\$60,676	\$62,496
6	\$57,396	\$59,979	\$61,778	\$63,631
7	\$58,324	\$60,949	\$62,777	\$64,660
8	\$58,982	\$61,636	\$63,485	\$65,390
9	\$60,561	\$63,286	\$65,185	\$67,141
10	\$61,903	\$64,689	\$66,630	\$68,629
11	\$63,421	\$66,275	\$68,263	\$70,311
12	\$65,233	\$68,168	\$70,213	\$72,319
13	\$67,045	\$70,062	\$72,164	\$74,329
14	\$68,857	\$71,956	\$74,115	\$76,338
15	\$70,970	\$74,164	\$76,389	\$78,681
16	\$73,085	\$76,374	\$78,665	\$81,025
17	\$75,501	\$78,898	\$81,265	\$83,703
18	\$77,916	\$81,423	\$83,866	\$86,382
19	\$80,333	\$83,948	\$86,466	\$89,060
20	\$82,750	\$86,475	\$89,069	\$91,741
L1		\$89,630	\$92,319	\$95,088
L2		\$92,784	\$95,567	\$98,434
L3		\$95,942	\$98,820	\$101,785
L4		\$99,099	\$102,072	\$105,134

**2024-2025 (Table C)**

	BA+24	MA	MA+15	MA+30
1	\$54,697	\$57,158	\$58,873	\$60,639
2	\$55,900	\$58,416	\$60,168	\$61,973
3	\$56,473	\$59,014	\$60,784	\$62,608
4	\$57,183	\$59,756	\$61,549	\$63,395
5	\$58,226	\$60,846	\$62,671	\$64,551
6	\$58,909	\$61,560	\$63,407	\$65,309
7	\$59,979	\$62,678	\$64,558	\$66,495
8	\$60,949	\$63,692	\$65,603	\$67,571
9	\$61,636	\$64,410	\$66,342	\$68,332
10	\$63,286	\$66,134	\$68,118	\$70,162
11	\$64,689	\$67,600	\$69,628	\$71,717
12	\$66,275	\$69,257	\$71,335	\$73,475
13	\$68,168	\$71,236	\$73,373	\$75,574
14	\$70,062	\$73,215	\$75,411	\$77,673
15	\$71,956	\$75,194	\$77,450	\$79,774
16	\$74,164	\$77,501	\$79,826	\$82,221
17	\$76,374	\$79,811	\$82,205	\$84,671
18	\$78,899	\$82,448	\$84,921	\$87,469
19	\$81,423	\$85,087	\$87,640	\$90,269
20	\$83,948	\$87,726	\$90,358	\$93,069
L1		\$90,366	\$93,077	\$95,869
L2		\$93,663	\$96,473	\$99,367
L3		\$96,959	\$99,868	\$102,864
L4		\$100,259	\$103,267	\$106,365

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV

**2023-2024 (Table D)**

	MA	MA+15	MA+30
1	\$55,020	\$56,671	\$58,371
2	\$56,120	\$57,804	\$59,538
3	\$56,283	\$57,971	\$59,710
4	\$57,310	\$59,029	\$60,800
5	\$57,982	\$59,721	\$61,513
6	\$59,036	\$60,807	\$62,631
7	\$59,988	\$61,788	\$63,642
8	\$60,666	\$62,486	\$64,361
9	\$62,290	\$64,159	\$66,084
10	\$63,671	\$65,581	\$67,548
11	\$65,233	\$67,190	\$69,206
12	\$67,045	\$69,056	\$71,128
13	\$68,857	\$70,923	\$73,051
14	\$70,970	\$73,099	\$75,292
15	\$73,085	\$75,278	\$77,536
16	\$75,501	\$77,766	\$80,099
17	\$77,916	\$80,253	\$82,661
18	\$80,333	\$82,743	\$85,225
19	\$82,750	\$85,233	\$87,790
20	\$85,767	\$88,340	\$90,990
L1	\$88,789	\$91,453	\$94,197
L2	\$91,809	\$94,563	\$97,400
L3	\$94,830	\$97,674	\$100,605
L4	\$98,453	\$101,406	\$104,449



**2024-2025 (Table D)**

	MA	MA+15	MA+30
1	\$56,258	\$57,946	\$59,684
2	\$57,496	\$59,221	\$60,998
3	\$58,085	\$59,827	\$61,622
4	\$58,816	\$60,580	\$62,397
5	\$59,889	\$61,686	\$63,537
6	\$60,591	\$62,409	\$64,281
7	\$61,693	\$63,544	\$65,450
8	\$62,687	\$64,568	\$66,505
9	\$63,396	\$65,298	\$67,257
10	\$65,093	\$67,046	\$69,057
11	\$66,536	\$68,532	\$70,588
12	\$68,168	\$70,213	\$72,319
13	\$70,062	\$72,164	\$74,329
14	\$71,956	\$74,115	\$76,338
15	\$74,164	\$76,389	\$78,681
16	\$76,374	\$78,665	\$81,025
17	\$78,899	\$81,266	\$83,704
18	\$81,422	\$83,865	\$86,381
19	\$83,948	\$86,466	\$89,060
20	\$86,474	\$89,068	\$91,740
L1	\$89,627	\$92,315	\$95,085
L2	\$92,784	\$95,568	\$98,436
L3	\$95,940	\$98,818	\$101,783
L4	\$99,097	\$102,070	\$105,132

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV

**2023-2024 (Table E)**

	MA+15	MA+30
1	\$56,551	\$58,248
2	\$57,682	\$59,412
3	\$57,849	\$59,584
4	\$58,904	\$60,671
5	\$59,596	\$61,384
6	\$60,678	\$62,498
7	\$61,657	\$63,507
8	\$62,353	\$64,224
9	\$64,022	\$65,943
10	\$65,442	\$67,405
11	\$67,045	\$69,056
12	\$68,857	\$70,923
13	\$70,970	\$73,099
14	\$73,085	\$75,278
15	\$75,501	\$77,766
16	\$77,916	\$80,253
17	\$80,333	\$82,743
18	\$82,750	\$85,233
19	\$85,770	\$88,343
20	\$88,789	\$91,453
L1	\$91,808	\$94,563
L2	\$94,830	\$97,674
L3	\$98,453	\$101,406
L4	\$102,078	\$105,140

**2024-2025 (Table E)**

	MA+15	MA+30
1	\$57,823	\$59,558
2	\$59,096	\$60,869
3	\$59,701	\$61,492
4	\$60,452	\$62,266
5	\$61,555	\$63,402
6	\$62,278	\$64,146
7	\$63,409	\$65,311
8	\$64,432	\$66,365
9	\$65,159	\$67,114
10	\$66,903	\$68,910
11	\$68,387	\$70,439
12	\$70,062	\$72,164
13	\$71,956	\$74,115
14	\$74,164	\$76,389
15	\$76,374	\$78,665
16	\$78,899	\$81,266
17	\$81,422	\$83,865
18	\$83,948	\$86,466
19	\$86,474	\$89,068
20	\$89,630	\$92,319
L1	\$92,785	\$95,568
L2	\$95,940	\$98,818
L3	\$99,097	\$102,070
L4	\$102,883	\$105,969

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV

**2023-2024 (Table F)**

	MA+30
1	\$58,077
2	\$59,239
3	\$59,410
4	\$60,496
5	\$61,205
6	\$62,317
7	\$63,323
8	\$64,037
9	\$65,753
10	\$67,211
11	\$68,857
12	\$70,970
13	\$73,085
14	\$75,501
15	\$77,916
16	\$80,333
17	\$82,750
18	\$85,770
19	\$88,789
20	\$91,808
L1	\$94,831
L2	\$98,453
L3	\$102,077
L4	\$105,701

**2024-2025 (Table F)**

	MA+30
1	\$59,384
2	\$60,690
3	\$61,312
4	\$62,083
5	\$63,218
6	\$63,959
7	\$65,121
8	\$66,173
9	\$66,919
10	\$68,712
11	\$70,235
12	\$71,956
13	\$74,164
14	\$76,374
15	\$78,899
16	\$81,422
17	\$83,948
18	\$86,474
19	\$89,630
20	\$92,785
L1	\$95,939
L2	\$99,098
L3	\$102,883
L4	\$106,671

\*2025-2026 and 2026-2027 school years: TBD by CPI as set forth in Article XV