

# Agreement

Between

The New Trier Township High School District 203 Board of Education

The New Trier Township Education Association, IEA-NEA



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#### INTRODUCTION

Agreement between the Board of Education of New Trier Township High School District 203 of the State of Illinois and the New Trier Township High School Education Association.

This Agreement is made and entered into on the 29th day of April, 2019, by and between the Board of Education of the New Trier Township High School District 203 of the State of Illinois (hereinafter referred to as the Board) and the New Trier Township High School Education Association (hereinafter referred to as the Association).

#### **PREAMBLE**

Recognizing that the prime purpose of the New Trier Township High School is to provide education of the highest quality for the children of the Township, we, the undersigned parties to this Agreement, agree to the following principles:

- A. The Board, elected by the citizens of New Trier Township High School District 203, is a public body established under and with duties, powers, responsibilities, and rights provided by the laws of the State of Illinois and the applicable rules and regulations of administrative agencies issued under such laws.
- B. The Superintendent of the New Trier Township High School (hereinafter referred to as the Superintendent) is the executive officer of the Board and as such administers and directs the operation of the high school in accordance with the policies and decisions of record of the Board.
- C. Although the professional staff of the New Trier Township High School shares with the Board and the Superintendent responsibility for providing to students of the high school education of the highest quality consistent with the policies of the Board, the professional staff has the major role in direct contacts with students.
- D. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education of students enrolled in the high school.
- E. The Board and Association acknowledge the importance of their longstanding tradition of collaboration, cooperation, and mutual respect, which enables a professional culture that most effectively promotes a respectful learning environment that is in the best interests of the students.
- F. The Board and Association acknowledge that effective communication relies on a climate in which free inquiry, honest discussion, and diversity of people and viewpoints are valued.
- G. The Board and Association are committed to allowing for time to collaborate to develop innovative ideas, resolve problems, and discuss changes that impact the institution in a manner that builds understanding and trust amongst all constituents.

Н.	The Board and the Association affirm their continued support of a policy of no discrimination on account of race, religion, color, national origin, sex, sexual orientation, marital status, age, or disability.

#### Article I.

#### RECOGNITION

- A. For the purpose of collective negotiations with respect to wages, hours, and terms and conditions of employment, the negotiation of this Agreement and any questions arising thereunder, the Board recognizes the Association as the exclusive representative of all professional employees required to hold a professional educator license (hereinafter referred to as teachers or faculty) of the Board, during the term of this Agreement, excepting administrative staff.
- B. 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 District, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees.
  - In order to provide quality education, the Board may establish task forces, ad hoc committees, study groups, or any other methodology it deems advisable, and shall have the unilateral right to alter the structure of any such group. If the reports and recommendations from such task forces, committees, and groups are transmitted to the Board by the Superintendent, copies will be provided to the Association for its review. The Association may also submit its own reports to the Board.
- C. In recognition of the mutual commitment of the Board, administration, and Association to maintain open communications, the Board agrees to meet with representatives of its faculty informally not less than once each semester during each school year, to discuss items of mutual concern.
- D. The Association agrees to represent equally all members of the professional staff employed by the New Trier Township High School District without regard to membership in, participation in, or association with the activities of the Association or any other professional employee organization.

#### Article II.

#### **NEGOTIATING PROCEDURES**

- A. Meetings for the purpose of negotiating a new Agreement shall commence on or about February 1. The parties shall arrange for a mutually agreeable time and place for an initial meeting and shall make arrangements for additional meetings thereafter.
- B. The Board and Association shall furnish to each other items listed in Appendix V. Nothing in this Agreement shall obligate either the Board or the Association to furnish the other with confidential information or with material compiled by organizations and distributed for use by the membership.

C. Understandings reached in the negotiations shall be submitted in writing to the Board and the Association for ratification. Ratification by the Board shall occur at a meeting which is open to the public. Upon ratification, the Agreement shall be signed by the Presidents of the Board and the Association.

# D. Resolving Disagreements

The parties pledge themselves to negotiate in good faith on such matters as have been enumerated in the Agreement and, in the event of the failure to reach understanding, to use in good faith mediatory facilities. The mediation process shall be instituted in accordance with the Illinois School Code and the costs for any mediator shall be shared equally by the Board and the Association.

#### Article III.

#### CONTROL AND STUDENT DISCIPLINE

#### A. School Rules

The Board, the administration and the teachers recognize a shared responsibility to maintain control and discipline on school premises. The Board and the administration agree to give reasonable support and assistance to all teachers in this respect. Similarly, all teachers accept professional responsibility for actively participating in the maintenance of respect for school rules and regulations and for all members of the school community.

# B. Supervisory Assignments

By March 1 of each year, the administration will form a committee of members of the administration and faculty to determine for the next school year those areas requiring supervision and the teachers to be exempted from all or some supervision, and to review disputes over supervisory assignments. The committee also will identify essential positions for hall supervision and, whenever practicable, make an effort to decrease the hall supervision assignments made each quarter. Teachers who believe their assignments to be inequitable may petition the committee for review or revision of their assignment.

A supervisory load shall be assigned as follows:

- 1. Full-time teachers whose assignment is based on fifths may be assigned a maximum of three quarters of supervision per school year.
- 2. Three-fourths and full-time teachers whose assignment is based on fourths may be assigned a maximum of one quarter of supervision five days per week or two quarters of supervision three days per week per school year. Those teachers who teach four sections of Science may be assigned a maximum of one quarter of supervision three days per week.

3. Part-time teachers (1/5 to 3/5s) may be assigned a maximum of one quarter of supervision per school year. Teachers whose load is 4/5s may be assigned a maximum of two quarters per school year.

Those teachers assigned cafeteria duty shall be paid \$450 per quarter. Only volunteers may be assigned more than one quarter of cafeteria duty. Those teachers assigned cafeteria hallway supervision will be paid \$300 per quarter.

#### Article IV.

#### TEACHER AND ASSOCIATION RIGHTS

# A. <u>Legal Counsel</u>

In any legal proceeding in which the Board's interests are not adverse to the teacher's, the teacher may be represented by legal counsel appointed by the Board to defend it or the teacher for actions taken by the teacher in carrying out Board policy. Counsel shall be provided upon written request of the teacher to the Board, and the teacher shall be promptly advised in writing of the counsel so appointed. In making such an appointment, the Board shall endeavor to select counsel which is acceptable to the teacher and appropriate to the proceedings. Counsel will advise the teacher as to the teacher's rights and obligations with respect to the proceedings, and no deduction shall be made from a teacher's salary for time spent with counsel in the defense of such proceedings. In accordance with the applicable provisions of the School Code, the Board shall provide indemnification and protection against claims and suits.

# B. Voicing of Personal Grievance

The Board will not entertain charges or complaints against individual employees by persons who address it during a Board meeting. Rather, a charge or complaint against an employee must be in writing to the Board and signed by the person who makes it, and the Board will refer any such charge or complaint for appropriate review, taking into consideration the procedural due process rights of the individual in question.

## C. Association Membership

The Board agrees that membership in the Association, participation in any activities of the Association or the institution of any grievance, complaint, or proceeding under this Agreement shall not affect the terms or conditions of employment of any teacher.

## D. Office Space and Equipment

The Board shall continue to assign office space and permit the use of office equipment by the Association, unless the demand for space necessitates other arrangements.

# E. School Vehicles

When requested by the sponsor, it is agreed that commercial vehicles or school vehicles shall be provided to transport students to school activities approved by a Principal.

# F. Privacy

Consistent with the Board's authority and obligation under the law relating thereto, the private and personal life of any teacher is not within the concern or attention of the Board.

# G. Teacher Personnel File

- 1. A master file of materials relating to a teacher shall be maintained in the District Human Resources Office.
- 2. At the teacher's request, all materials placed in the teacher's personnel file and originating within the District shall be made available to the teacher for inspection (except as provided in subsection 3) in the presence of the person(s) responsible for keeping the files. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- 3. Confidential references obtained by the District in considering the teacher for employment shall not be made available for inspection by the teacher. The person(s) responsible for keeping the files shall remove such information in the presence of the teacher.
- 4. Teachers may place in their files materials which they would regard as pertinent to their professional record.
- 5. Teachers will be notified by the administration of any complaints that are placed in their file.
- 6. Attached as Appendix I to the Agreement is a list defining the contents of the master file of a teacher employed by the District.

# H. Outside Employment

The employment of a teacher outside of the school during the school year shall be at the discretion of the teacher, but any such employment must not interfere with the efficiency of the faculty member in the school or conflict with any school responsibility he/she may have. Proven neglect of school duties for other employment will be sufficient grounds for dismissal. Any outside employment during the school year or in the summer months shall not be obtained, solicited, or pursued through the use of any school facilities, school contracts, or student organization affiliated with the School District, unless specifically approved by the Superintendent.

# I. School Calendar

The Superintendent or his/her designee will discuss the school calendar with the Association's Executive Council prior to recommending the calendar to the Board for adoption. If the emergency days are not required for emergencies, they will not become teacher work days, except for those teachers required for graduation duty and final checkout, as determined by the Superintendent.

#### Article V.

## PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from teachers' salaries organization dues for the local, state, and national education associations, or any combination of these organizations, as the teachers individually and voluntarily authorize the District's business office. The deductions shall be in equal installments beginning with the pay period following receipt of the list of the respective organization dues, and the amount deducted shall be transmitted to such recipients as may be authorized and directed by the above respective organizations.
- B. Each of the aforementioned organizations shall certify to the business office in writing the current rate of its membership dues.
- C. Each teacher who desires to authorize such deductions shall file with the business office a signed and dated membership application.
- D. Payroll deductions shall be made available to each teacher for the Partnership Financial Credit Union upon written authorization of the said teacher.
- E. The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, or any forms of liability arising out of the Board's deduction from a teacher's pay for authorized Association dues and authorized Partnership Financial Credit Union payments.
- F. Payroll deductions shall also be made available to each teacher for items approved by the Superintendent or his/her designee upon written authorization of the teacher.

#### Article VI.

# SELECTION AND ADOPTION OF LIBRARY BOOKS, TEXTBOOKS, SOFTWARE, AND OTHER INSTRUCTIONAL MATERIALS

- A. The freedom of the faculty to select textbooks, library books and other instructional materials is a professional privilege. Board of Education policy supports academic freedom as basic to both democracy and public education. The Board expresses good faith in the faculty's capacity to select educational materials using professional judgment.
- B. The Superintendent shall establish and maintain a process for the budgeting and selection of instructional materials.

Instructional materials, including textbooks, will be selected on the basis of their merit as aids to instruction in specific courses, as judged by the department concerned and approved by the department chair and the Assistant Superintendent for Curriculum and Instruction.

Instructional materials, including library books, will be selected on the basis of their merit as aids to instruction across all curricular areas, as judged by the Library Department faculty and approved by the department chair and the Assistant Superintendent for Curriculum and Instruction.

- C. A list of basic and supplementary instructional materials used in the District, including cost to students and families, shall be revised periodically by building administrators under the direction of the Superintendent and shall be made available to the Board of Education and professional staff as a reference.
- D. In the event of adverse criticism by third persons of instructional materials approved by the Board, and petitions for censorship, removal or expurgation of content deemed by a critic or critics to be offensive on moral, political, religious, or other grounds, the Board shall act as follows:
  - 1. All objections and complaints regarding the use of any instructional or educational materials shall be submitted to the Superintendent in writing and signed by a resident of the District.
  - 2. Such objections will first be reviewed by a committee of the faculty competent in the field of study to which the book or film or other instructional material belongs.
  - 3. The committee will submit its findings in writing to the Superintendent who will convey them with his/her recommendations to the Board.

#### Article VII.

#### **LEAVES**

A. Subject to the specific provisions below regarding types of leaves and their specific benefits, it is the intent of the Board that all requests for leave be handled in a fair, equitable and non-discriminatory manner. To this end, the Board and Association shall work together to educate and inform Primary Supervisors and teachers about the leave provisions and benefits provided herein, and to encourage teachers to fully exercise their rights. Periodically, the Director of Human Resources, in consultation with the Association, will provide information on leave procedures to ensure consistency of understanding and application by Primary Supervisors.

#### B. Sick Days

Newly hired full-time teachers will receive 180 sick days. Newly hired part-time teachers will also receive 180 sick days, but the days will be proportionate to their full-time equivalent status (e.g., a two-fifths teacher would receive 180 two-fifths sick days).

Teachers who have a change to their full-time equivalent status shall have their accumulated sick leave days converted to match their current full time equivalent status (e.g., a two-fifths teacher with 200 two-fifths accumulated sick days who becomes full-time would then have the sick days converted to 200 full day sick days). Each subsequent school year, returning full-time and part-time teachers will receive 14 sick days to be added to the net number that they had prior to that school year.

Sick days may be accrued up to a maximum of 360 days. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that reduces what a member may receive for unused, uncompensated sick leave days to one year of creditable service, the maximum number of sick days that may be accrued will be 240 days.

# C. Temporary Disability/Medical Leave

A teacher may apply for a temporary disability/medical leave upon submission of medical evidence of the teacher's inability to work for medical reasons, including pregnancy, childbirth, or a related medical condition. A temporary disability/medical leave is defined as one that exceeds any period of medical leave to which the employee is entitled under the FMLA or sick leave days, whichever is greater.

The purpose of this leave is to ensure that a teacher is able to be absent from work for medical reasons for a period of up to two calendar years without loss of employment. This leave may be used to supplement FMLA leave or paid sick days if they total less than two calendar years so that the total absence including both paid and unpaid time does not exceed two calendar years. This leave is unpaid except to the extent a teacher qualifies for the long-term disability insurance referred to in Article XI, Section L.

A teacher who desires to utilize this leave must notify the Board as early as possible but no later than ninety days prior to the commencement of the leave, unless medical reasons necessitate shorter notice. Every three months, the teacher shall provide written medical certification of inability to work unless a prior certification has established a definite longer period. If a teacher is on leave on or about March 1 of any year, the teacher shall inform the District of his or her best estimation based on consultation with his or her physician whether he or she will be able to return to teaching in the fall. A teacher returning to work from this leave shall submit written medical certification of his/her ability to resume regular teaching duties. The teacher who returns to work during the school year may be assigned until the end of the year to a position other than as a regular classroom teacher. Thereafter, the teacher shall return to a teaching position of equal responsibility to the one occupied in the District before the leave, unless such position has been eliminated. If a teacher does not return to work at the conclusion of his or her leave, the teacher's employment shall be deemed terminated, except that

the leave may be extended for a short, defined period to accommodate the medical conclusion of a disability.

During leave a teacher may maintain his or her health insurance coverage by paying the entire premium on a timely basis.

# D. Adoption Leave

A teacher may apply for and shall be granted upon request the use of up to six calendar weeks of accumulated sick days for adoption. The teacher must notify the Superintendent or his/her designee of the date the child is expected to be received, and if the date changes, the teacher must notify the Superintendent of the change.

A tenured teacher may apply for and shall be granted upon request additional adoption leave without pay. The teacher shall inform the Board of his/her desire for such leave no later than ninety days prior to the commencement thereof, except in the case of emergency. Adoption leave, shall be granted for a period of time not to exceed the opening day of school in the academic year following the first anniversary of birth or adoption. Leave under this Section may not be appended to any other unpaid leave to create a total period of paid and unpaid leave in excess of two years.

The Superintendent, upon request, may grant up to an additional year. To the extent permitted by law, teachers on such leaves may pay their contributions to the Teachers' Pension and Retirement Fund.

## E. Child Rearing Leave

A tenured teacher may apply for and shall be granted upon request child rearing leave without pay. The teacher shall inform the Board of his/her desire for such leave no later than ninety days prior to the commencement thereof, except in the case of emergency. Child rearing leave, along with any related disability leave, shall be granted for a period of time not to exceed the opening day of school in the academic year following the first anniversary of birth or adoption. Leave under this Section may not be appended to any other unpaid leave to create a total period of paid and unpaid leave in excess of two years.

The Superintendent, on request, may grant up to an additional year of child rearing leave. To the extent permitted by law, teachers on such leaves may pay their contributions to the Teachers' Pension and Retirement Fund.

# F. Family and Medical Leave

In compliance with the Family and Medical Leave Act (FMLA), New Trier Township High School District 203 shall grant eligible teachers unpaid family and medical leaves of absence under the following terms and conditions.

# 1. Eligibility for Family and Medical Leave

To be eligible for a family or medical leave, a teacher must:

- a. have been employed by the District for at least 12 months (not necessarily consecutive); and
- b. have worked for the District at least 1,250 hours during the previous 12-month period.

# 2. <u>Purpose of Family and Medical Leave</u>

#### a. Medical Leave

To care for the teacher's child, spouse or parent with a serious health condition or if the teacher is unable to perform the essential functions of his/her job because of the teacher's own serious health condition.

#### b. Family Leave

To attend to the birth of the teacher's child or placement of a child for adoption or foster care with the teacher. Any such leave must be completed within 12 months of the birth or placement.

#### c. Military Involvement

To address "qualifying exigencies" that arise because your spouse, son, daughter, or parent is a member of the Armed Forces who is on or has been notified of an impending covered active duty deployment to a foreign country or to care for a spouse, son, daughter, parent, or next of kin who is a "covered service member," while that individual is undergoing medical treatment, recuperation, or therapy or in other limited circumstances.

## 3. Duration of Scheduling of Family and Medical Leaves

a. The District will grant teachers up to 12 workweeks (60 workdays) of family and medical leave in a rolling 12-month period.

#### b. Leave may be taken:

- (1) in one 12-week period;
- (2) in two or more leaves totaling 12 work weeks;
- intermittently in the case of a family or personal medical leave, when medically necessary, with the days/weeks of leave equaling 12 work weeks;

- (4) as part of the reduced work schedule in the case of a family or personal medical leave, when medically necessary, with the hours/days of leave equaling 12 workweeks.
- c. For purposes of this policy, "instructional employees" are those teachers whose principal function is to teach students in a class, small group or individual setting. Classroom teachers, athletic coaches, and driving instructors are considered "instructional employees." Counselors and psychologists are not considered "instructional employees" under the law; accordingly, the more restrictive intermittent leave language applicable to instructional employees does not apply to them.
- d. When an instructional employee requests an intermittent or reduced leave schedule that amounts to more than 20% of the total number of working days during the period over which the leave extends, the District may require the instructional employee either:
  - (1) to take full-time leave for a particular time period not greater than the duration of the planned treatment; or
  - (2) to temporarily transfer to an available alternative position that better accommodates the recurring periods of leave.
- e. When an instructional employee requests a leave near the end of an academic semester, the District may require the employee to continue the leave until the semester is over if:
  - (1) the leave begins more than five weeks before the end of the semester, will last at least three weeks, and return will occur during the final three weeks of the semester; or
  - (2) the leave, taken for reasons other than the employee's own serious health condition, begins during the last five weeks of the semester and will last more than two weeks; or
  - (3) the leave, taken for reasons other than the employee's own serious health condition, begins during the last three weeks of the semester and will last more than five working days.
- f. When an instructional employee requests a leave near the beginning of an academic semester, the District may require the employee to start the leave at the beginning of that semester in order to provide instructional continuity in the classroom.
- g. Eligible employees are also entitled to up to 26 workweeks of leave in a single 12-month period to care for a spouse, child or next of kin who is a covered service member. For details, refer to the District's FMLA policy.

# 4. Employee Notice of Family and Medical Leave

- a. A teacher requesting a family or medical leave must provide notice to the District as soon as practicable. Where the need for a leave is foreseeable (e.g. for the birth of a child or planned medical treatment), the teacher must provide the District with at least 30 days' advance notice. If the teacher fails to provide 30 days' notice for a foreseeable leave, the District may delay the start of the teacher's leave until required notice is provided.
- b. In the case of a request for intermittent/reduced schedule leave or leave for planned medical treatment, the teacher shall, at the District's request, schedule such treatment so as not to unduly disrupt the District's operations.

## 5. <u>Medical Certification for Family and Medical Leave</u>

- a. In requesting a leave, a teacher must provide sufficient facts to demonstrate that the leave qualifies under the FMLA.
- b. In the case of a request for a medical leave, the teacher must provide, within 15 days of the District's request, a medical certification from the teacher's health care provider that the leave is necessary because of his/her serious health condition or the need to care for a spouse, child or parent with a serious health condition. For the teacher's own medical leave, such certification must include a statement that the teacher is unable to perform one or more essential functions of his/her position.
- c. For purposes of this policy only, a serious health condition is generally defined as an illness, injury, impairment or physical or mental condition that involves (further details regarding the definition can be found in the District's FMLA policy):
  - (1) a period of in-patient care in a hospital, hospice or residential medical facility;
  - (2) a period of incapacity due to pregnancy, or one requiring absence from work, school or other regular daily activities for more than three calendar days and involving continuing treatment by a health care provider; or
  - (3) continuing treatment by a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days.
- d. The District, at its expense, may require a second opinion from a second health care provider. When the second opinion conflicts with the first, the District may require a third opinion from a health care provider to be approved jointly by the teacher and District.

- e. A teacher on leave may, at the District's request, be required to report every 30 days on his/her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.
- f. The District may deny leave to teachers who do not provide proper medical certification or delay leave until they provide adequate certification.

# 6. <u>Compensation and Benefits</u>

- a. Family and medical leaves granted under this policy are unpaid except that, if the reason for the leave qualifies for sick day usage, the teacher is required to use accrued sick days before unpaid family or medical leave is provided. Exceptions to this practice may be granted at the discretion of the Superintendent or his/her designee. The total of paid sick days and unpaid leave used for the purposes covered by this policy will be considered as Family and Medical Leave under this policy and under the FMLA. Tenured teachers will be permitted upon written request to delay use of FMLA leave for up to six calendar weeks after qualifying for such use during a continuous absence anticipated to last longer than six weeks.
- b. A teacher on family or medical leave will continue to be covered under the District's health insurance and dental plans under the same terms as if the teacher had been continuously working during the leave period, provided that:
  - (1) coverage shall end when the teacher notifies the District of his/her intent not to return to work, fails to return on the scheduled date or exhausts his/her family and medical leave rights under this policy;
  - (2) the teacher will be required to pay his/her share of applicable premium payments at the same time as such payments would be made if by payroll deduction. Coverage may lapse if a teacher's premium payment is more than 30 days late;
  - (3) the District may recover its premium cost if the teacher fails to return to work following an approved, unpaid leave unless the reason for the failure to return is a serious health condition of the teacher, spouse, parent or child or other circumstances beyond the teacher's control. In this event, the District may require a certification of the existence of a serious health condition which the teacher must provide within 30 days of the request.

# 7. <u>Employment Status</u>

Upon the conclusion of an approved leave, the teacher will be restored to his/her former position or to an equivalent position (with respect to pay, benefits and other terms and conditions of employment) with any general pay increase or benefits enhancements granted during the leave, provided that:

- a. upon the return from FMLA leave, a teacher may be required to present medical certification from a health care provider that he/she is able to perform the essential functions of the job and that his/her serious health condition no longer prevents a return to work;
- b. a teacher returning from leave has no greater rights to a position or benefits than had he or she been continuously working during the leave period (e.g. in the case of lay-off);
- c. where the teacher seeks an intermittent/reduced schedule medical leave, the District may temporarily transfer the teacher to an available alternative position with equivalent pay and benefits for which the teacher is qualified if the transfer better accommodates the requested recurring periods of leave; and
- d. a teacher on an approved leave may not perform work for another employer during that leave.

## 8. <u>Compliance with Law and Policy</u>

This provision is intended to address the most common issues associated with FMLA leave. The District maintains a detailed FMLA policy, which provides additional information, with which the District shall comply. If any aspect of this provision is determined to be inconsistent with the District's policy, this provision shall control, but where this provision or this Agreement is silent, the District's policy shall control.

# G. Absence for Professional Reasons

Absence for professional reasons requested in writing and approved in writing by the Superintendent will not entail loss of salary, except that if a teacher absent for professional reasons receives compensation for some considerable participation in a professional undertaking, that teacher will reimburse the Board for the amount of compensation equal to the salary received. There will be no reimbursement to the Board where only an honorarium is received. Whenever reimbursements are required under this clause, written notice thereof shall be given by the Superintendent.

## H. Personal Business Leave

The Board shall grant each teacher three (3) days of personal business leave with pay per school year for urgent business or family matters that require the teacher's presence during the school day and are of such nature that they cannot be transacted at another time, such as on the weekend, after school hours, or during vacation periods.

Application for personal business leave shall be made by the teacher through the teacher's supervisor to the Director of Human Resources through the online absence management process. Except in the case of an emergency, applications shall be made at least one week in advance of said leave, if possible.

The day immediately preceding or immediately following a legal holiday or a school vacation period ordinarily shall not be recognized as a personal business leave day. The Superintendent may make exceptions to this rule in unusual circumstances provided the reason is in writing.

Under extenuating circumstances, the Superintendent shall have the authority to extend the number of personal business days beyond the specified three (3) days, provided written notice with reason(s) is submitted to the Superintendent. Unused personal leave at the end of the school year shall be added to accumulated sick leave to the maximum provided.

# I. Jury Duty

There will be no loss of salary to a teacher because of the time spent in jury duty, except that the Board may require the reimbursement of the amount of compensation received for said jury duty. Further, there will be no loss of salary for absence due to legal obligations of a command nature, such as court appearances or attendance to pre-induction, selective service requirements and/or classification appeals.

#### J. Non-medical Leave of Absence

Upon recommendation of the Superintendent and approval by the Board of Education, tenured teachers may be granted a non-medical leave of absence without pay or advancement of step on the salary schedule for the term of the leave (see Section XIV A regarding seniority). Non-tenured teachers in their fourth consecutive full-time year may be granted such leave for the following year, subject to the acquisition of tenure. Such leave may be granted for up to two (2) years, either initially or upon extension by the Board during the term of the leave.

Except in situations beyond the employee's control or other emergency, requests for a leave of absence for all or part of the ensuing year must be made in writing to the Superintendent no later than February 1 of the immediate school year, and the Superintendent shall acknowledge receipt thereof. The Superintendent may recommend that the Board grant a year of experience on the salary schedule when, in his/her judgment, the teacher's leave of absence is of unusual benefit to the District. At the end of the Leave of Absence, the teacher will return to a teaching position of equal responsibility to the one occupied in the District before the leave, unless that responsibility is reduced before the leave commences. If the teacher is part-time when the leave commences, and desires to return to an increased class load at the end of the leave, then he or she will request an increase in class assignments as outlined in Article X, Section A.

A teacher may apply to the Superintendent for such year of experience on the salary schedule either prior to or upon return from the leave. Such application shall set forth in detail the specific benefit(s) which the experiences of the leave are to bring to the District.

To the extent permitted by law, teachers on such leaves may pay their contributions to the Teachers' Pension and Retirement Fund. Leave under this Section may not be appended to any other unpaid leave to create a total period of paid and unpaid leave in excess of two years.

# K. Teacher Exchange Programs

Upon recommendation of the Superintendent, leaves for exchange teacher positions under either state, national, or international programs may be granted by the Board to teachers who have acquired tenure in the District. The Board shall compensate any teacher granted such leave on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be applied to the salary schedule set forth in the Agreement as if such period had been served by the teacher in the District. The teacher on exchange leave also shall continue to receive the fringe benefits granted to other teachers currently teaching in the District. The Board shall deduct from the teacher's salary the contribution to the teachers' retirement system required of the person on exchange leave computed on the teacher's annual basic salary.

# L. Sabbatical

A teacher may be granted a sabbatical leave of absence of either one semester or one year after completion of six years of full-time service at New Trier Township High School for the purpose of (1) study and scholarly pursuits, (2) travel as approved, or (3) such other purposes as may be adjudged proper by the Department Chair, the Principal, the Superintendent, and the Board of Education. The following provisions will govern such leaves:

- 1. The teacher on leave shall in no case receive less than the minimum provided in the School Code or one-half his/her basic salary, whichever is greater.
  - a. In addition, he/she shall continue to receive the fringe benefits granted to staff members currently teaching in the District.
  - b. The Board shall pay the contribution to the teachers' retirement system required of the person on leave computed on the annual full-time equivalent salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of sabbatical leave credit.
- 2. A teacher on leave may not engage in gainful employment of any kind unless the activity is directly related to the purpose for which the sabbatical leave is granted, and the supplementary income so earned, when added to the sabbatical leave income, shall not exceed the teacher's annual basic salary rate he/she would have received had he/she remained in actual service in the school. The teacher may accept scholarships or grants for study or research.
- 3. A teacher accepting the sabbatical leave must agree to return to teach in the District for at least one year following the sabbatical leave or to refund the salary paid to him/her during such leave, unless such return and performance is prevented by illness or incapacity.
- 4. The teacher will return to a teaching position of equal responsibility to the one that he/she occupied in the District before the leave, and time spent during this leave will be considered to be a year's service in contractual considerations.

- 5. Other things being equal, priority shall be given to teachers requesting leave according to the purpose of their leave, as follows: (1) study and professional improvement, (2) travel combined with study, and (3) other purposes. Other priorities (other things being equal): (1) teachers applying for their first sabbatical leave over those applying for their second sabbatical leave in the District, (2) teachers senior in service in the District over those with shorter service, (3) teachers with longer total teaching experience over those with less experience, and (4) a year's leave over a semester's leave.
- 6. Applications for a sabbatical leave for all or part of the ensuing year must be filed with the Superintendent no later than February 1 of the immediate school year, and the Superintendent shall acknowledge receipt thereof. Applicants are required to set forth in detail the intended purposes of the leave and the benefit to the District. The District will monitor the approved activities and benefits to the District during and after the sabbatical leave, with the expectation that the teacher will share results of study and travel with students and colleagues. All applications will be forwarded to the Board of Education and the Superintendent shall make known decisions on all requests for sabbaticals on or before March 15. If an application is denied, the Superintendent shall give the applicant a written statement indicating the reasons for denial.

## M. Conference Attendance

Staff members are encouraged to attend local, state, and national conferences and conventions for the purpose of professional growth and mutual benefit to the teacher and the school. Requests for approval must be filed with the Superintendent or his/her designee well in advance of the date of the conference. Expenses of attendance, as approved by the Superintendent or his/her designee and supported by vouchers and receipts, will be paid by the District. Department chairs will be requested annually to recommend conferences and conventions that particular teachers shall attend and the anticipated expenses therefore. Department chairs will also be consulted throughout the school year for further recommendations of current conferences and conventions. The Principal, Assistant Superintendent for Curriculum and Instruction and the Superintendent shall review such requests and make recommendations to the Board for inclusion of the necessary sums in the annual budget. The Board agrees to include at least \$45,000 in the annual budget for such attendance at conferences and conventions.

## N. Association Business

The President of the Association, its immediate Past President, President Elect, Faculty Senate President and President Elect, the Co-chairpersons of its Professional Agreement Committee, and Co-chairpersons of its Professional Rights and Responsibilities Committee shall be relieved of all extra duty assignments (study halls, hallway supervision, lunchroom supervision, etc.) during the school year of their tenure in office. In addition, teachers with combined-level classes (defined as a combination of any two of the following levels, 2, 3, 4, and 9 level, in the same section in English, Math, MCL, Science, and Social Studies) shall be relieved of all extra duty assignments during that school year. The President of the Association also will have a class concession (1/5<sup>th</sup> released time or 1/4<sup>th</sup> released time for a full-time science teacher). When it is necessary for officers and committee members of the Association to engage in Association activities directly related to the Association's duties as representatives of the teachers, they shall

be given such free time, without loss of pay, as is necessary to perform any such activities. The Association and its officers recognize and agree that this privilege will be exercised judiciously.

#### Article VIII.

# PROJECTS OF EXCELLENCE AND INSTRUCTIONAL AND PROFESSIONAL GROWTH GRANTS

## A. Projects of Excellence

## 1. Application

A teacher in the District will be eligible to apply for a Project of Excellence for the purpose of program improvement projects, as may be adjudged proper by the Department Chair, the Assistant Superintendent for Curriculum and Instruction and the Assistant Superintendent for Student Services. Grants in the form of released time for such projects that will enhance the excellence of the District may be awarded to support an effort initiated by the teacher, the department chair, or the administration, and specifically directed to the improvement of curriculum, guidance, and instruction in the District. Applications are due to the Assistant Superintendent for Curriculum and Instruction by February 1. If an application for a Project of Excellence is denied, the administration will give the applicant a written statement indicating the reasons for denial by May 1. In cases where the released time requested exceeds that available for the next school year, the Assistant Superintendent for Curriculum and Instruction and the Assistant Superintendent for Student Services reserve the right to determine which projects to support based on District needs.

For requests adjudged to be of equal value to the District, as determined by the administration, the following guidelines shall be followed in the order given:

- a. Teachers applying for their first project shall be given preference over those who previously have been awarded projects.
- b. Teachers senior in service in the District shall be given preference over those with shorter service.
- c. Teachers with greater total teaching experience shall be given preference over those with lesser experience.

# 2. Released Time

The teacher awarded a Project of Excellence shall receive released time in the amounts and for the periods specified in the application as approved.

A teacher accepting a Project of Excellence may not engage in gainful employment which interferes with the purpose of the project or duplicates payment for the work performed under the released time for the project.

#### B. Instructional and Professional Growth Grants

# 1. Application

A teacher in the District will be eligible to apply for an Instructional and Professional Growth Grant for the purpose of program improvement projects, study, or scholarly pursuit as may be adjudged proper by the teacher's direct supervisor, a subcommittee of the Curriculum Council, the Director of Curriculum and Instruction, the Assistant Superintendent for Curriculum and Instruction, and the Assistant Superintendent for Student Services. Grants for work in the summer on such projects that will enhance the excellence of the District may be awarded at the summer per diem rate (per Article XI.I.2) to support an effort initiated by a teacher and specifically directed to the improvement of curriculum, instruction, and student services in the District

Applications are due to the Assistant Superintendent for Curriculum and Instruction by March 1. If an application for an Instructional and Professional Growth Grant is denied, the administration will give the applicant a written statement indicating the reasons for denial by May 1.

For requests adjudged to be of equal value to the District, as determined by the administration, the following guidelines shall be followed in the order given:

- a. Teachers applying for their first grant shall be given preference over those who have previously received grants.
- b. Teachers senior in service in the District shall be given preference over those with shorter service.
- c. Teachers with greater total teaching experience shall be given preference over those with lesser experience.

#### 2. Determination of Grant Amounts

The Assistant Superintendent of Curriculum and Instruction or his/her designee will work with a subcommittee of the Curriculum Council to recommend final amounts allocated for each grant. Final approval lies with the Assistant Superintendent for Curriculum and Instruction and the Assistant Superintendent for Student Services.

#### Article IX.

#### **VACANCIES**

A. It is desired by the Board to recognize professional employees by promotion from within the ranks whenever practicable, educationally desirable, and consistent with the educational needs of the community.

- B. All known and anticipated permanent vacancies shall be publicized. Such notice shall clearly set forth the specifications, qualifications, compensation rate or range, and certification requirements of the position. Notice shall be announced via e-mail and posted on the District's website for at least ten (10) calendar days in advance of filling such a vacancy. If there is necessity for prompt action as adjudged by the Superintendent, additional notices may be mailed to individual teachers who the Superintendent believes might be interested. A copy of each notice shall be given to the Association.
- C. Every teacher who desires to fill any such vacancy shall file his/her application in writing with the Superintendent or his/her designee within ten (10) calendar days following the announcement and posting of the notice of vacancy.
- D. Every professional vacancy in paragraph B above, except those positions excluded by Article I, Section A, shall be filled by an applicant covered by this Agreement if his/her educational qualifications and experience for the position, together with other qualifications necessary or useful in filling the position, shall be relatively equal to those of any other applicant not covered by this Agreement.
- E. Nothing in the Agreement shall prevent the School Board from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Where practicable, faculty members will be given an opportunity to apply for these acting appointments. Time spent in serving in an acting appointment will not be used as an indication of superior qualifications for this position.

### Article X.

#### **ASSIGNMENTS**

## A. <u>Teaching Assignment</u>

A "full-time" teacher shall carry either four classes and an adviser group or five classes, or the equivalent load as presently determined in certain departments. A part-time teacher shall carry any proportion of a full-time load or its equivalent as presently determined in certain departments and shall receive a salary and fringe benefits in direct proportion to the teaching load carried. Class concessions to adviser chairs, department chairs, and others shall continue as defined in Appendix III or as approved by the Superintendent, who will communicate class concessions given in excess of those indicated in Appendix III to the Association President. Any teacher receiving one or more class concessions shall, upon the discontinuation of said concessions, have the right to return to an equivalent number of sections he/she had prior to accepting the class concessions in a department in which he or she retains seniority at the start of the following academic year.

A part-time teacher who desires to increase his or her class load in the following school year will notify the Superintendent in writing no later than February 1 of the immediate school year, and the Superintendent shall acknowledge receipt thereof. If additional departmental class sections are not available, the part-time teacher will not be granted additional sections by causing another

teacher's assignment to be reduced. If sufficient departmental class sections are available, the part-time teacher will be granted additional sections for which he/she is qualified up to a full load. If more than one teacher desires to increase his/her class load, sections will be granted on the basis of seniority. Exceptions may be made based on departmental program needs or other educational program needs. In no case shall the District hire new employee(s) for classroom positions until part-time teachers, who have provided timely notice, have an opportunity to fill available assignments for which they are qualified for the following school year. This does not preclude the administration from asking part-time teachers to consider taking additional assignments for the following school year after the February 1 date, nor does it preclude part-time teachers from accepting additional assignments (subject to seniority restrictions) if offered after the February 1 date. The Association recognizes that the ultimate right of assignment remains with the Administration and Board.

For full-time teachers, non-departmental assignments shall be considered to be the equivalent of a ½ or ¼ class assignment as presently determined in the teacher's department. For part-time teachers, the adviser assignment or any other non-departmental assignment shall be considered to be equivalent of a ½ class assignment. For teachers whose assignment is based on fourths, any combination of four assignments shall be considered a full load.

Upon Board request, a teacher may agree to accept an assignment in addition to a full load of classes. For assignments greater than twenty (20) days, such teacher will receive 20% of his/her base salary prorated for this assignment.

No teacher with a full load of classes will be asked to accept an additional assignment until the District has made all reasonable efforts to find a part-time staff member and qualified substitute to fill said position. The District shall inform the Association President prior to making the assignment.

## B. Transfers between Campuses

- 1. The Association and Board agree that the academic program is the primary institutional factor to be considered when making staffing decisions. The Board also recognizes that the frequent transfer of teachers from one campus to another is disruptive to the educational process and interferes with optimal teacher performance. Although the Association recognizes that the ultimate right of assignment remains with the administration and Board, the administration and faculty agree to work together to provide a substantial degree of stability for all teachers.
- 2. By the end of the third quarter of each school year, each teacher will have been polled in writing by his/her department chair as to preference for academic, extracurricular, and adviser programs in the next school year. When making assignments, department chairs will consider and weigh factors of teacher preference, expertise, adviser assignment, and curricular and extracurricular program needs. In a case in which such factors are equal, seniority within the department will prevail.
- 3. Teachers who object to their campus assignment have the right to appeal to the Assistance Superintendent for Curriculum and Instruction, and may request that the Chair

of the Association's Professional Rights and Responsibilities Committee and/or the Association President be present at the hearing.

#### C. Class Size

The Board and the Association share a commitment to excellence in education for the young people of this community. The parties agree that class size is an important aspect of an effective educational program and is directly related to the volume of a teacher's work. Whenever practicable, it is agreed that the 1969-70 median class size (26) shall be maintained or lowered. In conjunction with the above sentence, the Board will make a special effort (consistent with the community commitment and its total educational effort) to avoid classes which reach a level of more than twenty (20) percent above the median class size within a department. Recognizing that the concept of individualized instruction is the core of the district's philosophy, the Board and the Association are committed to maximizing individual attention for all students. In order to realize the fulfillment of this mutual commitment, the parties agree that in cases where a course is being considered for cancellation because of inadequate registration, whenever practicable, the Assistant Superintendent for Curriculum and Instruction shall consult with the Department Chair in considering appropriate educational alternatives, including continuation of the course. In cases in which a teacher determines in professional judgment that his/her class sizes may possibly diminish achievement of the goal of individualized instruction for the students involved, the teacher may request a conference regarding the matter with the Department Chair. If the concern cannot be resolved, a conference with the Department Chair and the Assistant Superintendent for Curriculum and Instruction may be requested by the teacher. In cases in which a Department Chair establishes that his/her department's class sizes may possibly diminish achievement of the goal of individualized instruction for the students involved, the Department Chair may request a conference regarding the matter with the Assistant Superintendent for Curriculum and Instruction. Efforts will be made by all concerned to find an equitable resolution of those situations which merit reconsideration. The Board and the Association recognize that fulfillment of such a commitment involves the maintenance of some small classes to accommodate particular needs of students.

## D. Professional Activities

Departmental activities, membership on professional, departmental, or school committees, and after-hour time required by adviser work shall be considered professional activities and shall carry no additional concession or compensation unless otherwise noted herein.

# E. Test Make-Up Center

A test make-up center shall be maintained. A clerk will be available to supervise the test makeup work supplied by teachers and may be assigned to other duties by the administration which will not interfere with the maintenance of the test make-up center.

# F. Released Time

The Board shall authorize the administration to approve the use of released time for professional development. The Board and the Association shall encourage all members of the faculty to initiate and to participate in in-service training programs and studies of the curricula with the

administration. The planning and development of in-service training programs and workshops and curricular studies shall involve members of the teaching staff, department chairs, and the administration. Proposals for programs, workshops, and curricular projects shall be forwarded to the Superintendent and the Board for approval.

#### G. Substitute Teaching

Teachers shall not be required to assume the responsibilities of absent teachers except in short-term emergencies. The Board and the Association agree that in no case shall a teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed. The teacher is responsible to make every reasonable effort to notify the District by 6 a.m. and no later than 7 a.m. of the morning of the absence.

# H. <u>Conference Space</u>

When facilities are being designed or redesigned to accommodate new trends in teaching and learning, plans shall include increased space for private faculty study and faculty conferences.

# I. New Teacher Orientation

The Board may require new teachers to attend and participate in new teacher orientation shortly before the beginning of the school year. Such orientation will consist of up to three weekdays preceding the day on which the returning faculty report. Newly hired teachers who participate in the orientation will receive an honorarium, equal to one day of summer per diem work for faculty assigned to individualized curricular or program work.

## J. <u>Joint Planning of New Teacher Orientation and Staff Development</u>

Because New Trier's excellence has been based on a sense of partnership between the administration and the Faculty, for the duration of this Agreement the Board and Association here reaffirm the importance of joint planning for staff development and new teacher orientation.

#### Article XI.

#### SALARY PLAN FOR TEACHERS

A. The objectives of this salary schedule are to provide salaries which will attract the best teachers in the country to this school and which will encourage them to contribute their full capacity as educators to the students of the District as a lifetime profession. The policy of the school is to stimulate and reward quality in teaching and to make it possible for outstanding teachers to achieve a high salary level. These objectives will be pursued by the Board in conjunction with sound and responsible fiscal planning for the use of the District's available financial resources. (When reviewing the salary schedules it should be noted that teachers did not receive step credit for the 1991-92 school year, although they did receive service credit for scale movement purposes.) Salary schedules are contained in Appendix II.

Included in the amounts indicated on this schedule are all required member payments to TRS.

B. All teachers must have a Bachelor's or higher degree conferred by a recognized college or university and also must meet the requirements of the law of the State of Illinois pertaining to teachers in this state. Teachers employed with a Bachelor's degree shall be expected to earn a Master's degree within ten years of the time they are hired as faculty members of the District.

# C. Salary Payments

Salaries shall be paid semi-monthly via direct deposit. Direct deposit payments will be made on the 15th day and last day of the month. A teacher, who has elected to be paid over 20 payrolls, may opt out of direct deposit by notifying the business office in writing. When a payday falls on a holiday or weekend, salaries shall be paid on the last working day prior to such holiday or weekend.

## D. Mid-Term Bargaining

If state legislation is enacted prior to the start of the 2022-2023 school term that imposes a property tax "freeze" or a pension "cost shift", or if there is a voter initiated referendum, or if the amount of general state aid to the Board over the previous school year is decreased by 50% or more, either party shall be entitled to invoke mid-term bargaining related to Article XI (Salary) of this Agreement for the final three contract years only.

Property tax "freeze" legislation includes any statutory amendment or revision to the current Property Tax Extension Limitation law ("PTELL") which reduces or otherwise modifies the Board's tax levy/extension authority under the current tax "cap" (PTELL) limitations. Pension "cost shift" legislation includes any statutory amendment or revision to the Illinois Pension Code which imposes additional annual TRS pension contributions or costs on the District or faculty.

When mid-term bargaining is deemed necessary by either party based upon either of the legislative enactments identified above, or a voter initiated referendum, or a reduction in general state aide, the Board and the Association will initiate interest-based bargaining ("IBB") within sixty (60) days of either party's request for mid-term bargaining. The interest-based mid-term bargaining shall be limited to items addressed in Article XI (Salary) unless the parties mutually agree to extend the scope of mid-term bargaining to other contract issues. Any mid-term agreement(s) reached by the negotiation teams shall be subject to ratification and approval by the Association and Board. In the unlikely event that the negotiation teams are unable to reach an agreement after mediation and impasse, Article XI (Salary) of the Agreement shall expire the day before the start of the next school year and the Board and the Association each reserve their procedural and substantive rights and obligations under the Illinois Educational Labor Relations Act to reach a settlement.

The parties each have one opportunity to invoke mid-term bargaining during the term of this 2019-2023 Agreement.

# E. Explanation of Scales

In this section, the terms "Permanent Evaluation Committee for Scale Movement," "Permanent Evaluation Committee," and "P.E.C." shall be used interchangeably.

This section addresses three broad aspects of scale movement: (1) definitions of the various scales and qualifications of these scales; (2) processes for initial evaluation for movement to each scale; and (3) processes for review and reevaluation of scale placement at specific intervals.

To most effectively present their qualifications for scale movement and retention, teachers should keep their Personnel File, as detailed in Appendix I, current. In addition to the accumulated evidence in the teacher's Personnel File, other noteworthy aspects of effectiveness might include participation in professional education endeavors at departmental, faculty, township, state, or national levels as well as participation in extracurricular, social, or community activities of New Trier.

Prior to October 15 of each school year, the Director of Human Resources will provide each Department Chair with a list indicating for each department member: (1) the current scale, step placement, and years of experience (as defined in Section F below), and (2) the degree status including the number of recorded graduate hours for those who do not have a Master's degree.

# 1. Definitions and Qualifications of Scales

# Scale I: Bachelor's Degree

Scale I teachers have a Bachelor's degree.

#### Scale II: Bachelor's Plus 18

Scale II teachers have made significant progress toward a Master's degree. Significant progress means completion of at least eighteen (18) graduate semester hours in formal college or university courses.

#### Scale III: Master's Degree

Scale III teachers have a Master's degree.

#### Scale IV: Master Teacher (Merit Scale)

Scale IV teachers have consistently demonstrated a level of excellence, characterized by a vitality and enthusiasm for their work that ensures freshness of approach and constant creative efforts. These faculty members exhibit continuous growth in subject competence and teaching and counseling skills. They show a high degree of sensitivity to the needs and potential of students and have a constructive and creative impact on their departments or areas of primary assignment. They project a positive image of their profession and of New Trier.

Scale IV teachers have a Master's degree, have completed a minimum of eight (8) years of teaching, with at least two (2) years at New Trier, and have been recommended by the Permanent Evaluation Committee for Scale Movement and approved by the Board of Education (as outlined below).

# Scale V: Leader Teacher (Merit Scale)

Scale V teachers, by their excellence, are the core, soul, and conscience of New Trier. These teachers are identified by their success in working with New Trier students and by the embodiment of leadership qualities that transcend assigned responsibilities. The leadership shown may be both subtle and varied, and the avenues to achieve it may be as disparate as they are special. Scale V teachers enhance the school environment, respond to institutional needs, and enrich their disciplines. Any Master Teacher may aspire to achieve Scale V. Attainment of that goal will be based on the quality of involvement in the life of New Trier and does not require the holding of any position or title.

Scale V teachers have completed a minimum of twelve (12) years of teaching, with at least two (2) years on Scale IV, and have been recommended by the Permanent Evaluation Committee for Scale Movement and approved by the Board of Education (as outlined below).

## 2. Process of Evaluation for Scale Movement

Following any scale movement, the teacher will be placed at the step appropriate to the teacher's total years of experience (as defined in Section F below).

#### Movement from I to II

A teacher on Scale I who makes significant progress toward a Master's degree (as defined in Section E-1) will be moved to Scale II. This move will be made at the beginning of the school year following confirmation by transcript of this change in either degree status or total number of graduate hours. The Human Resources Office must receive transcripts no later than September 15 of the year in which movement is to occur.

#### Movement from I to III

A teacher on Scale I who earns a Master's degree will be moved to Scale III. If the teacher's step had been frozen at the top of Scale I, the step will advance on Scale III in a manner equivalent to years of experience. The resulting movement will be made at the beginning of the school year following confirmation by transcript of this change in degree status. The Human Resources Office must receive transcripts no later than September 15 of the year in which movement is to occur.

#### Movement from II to III

A teacher on Scale II who earns a Master's degree will be moved to Scale III. If the teacher's step had been frozen at the top of Scale II, the step will advance on Scale III in a manner equivalent to years of experience. The resulting movement will be made at the beginning of the school year following confirmation by transcript of this change in degree status. The Human Resources Department must receive transcripts no later than September 15 of the year in which movement is to occur.

#### Movement from III to IV

A teacher on Scale III is eligible to apply for movement to Scale IV during his or her eighth (8<sup>th</sup>) year of teaching, provided it is at least the second (2<sup>nd</sup>) year at New Trier. Movement will not occur without the recommendation of the Permanent Evaluation Committee (as outlined below).

Prior to November 1 of the first school year that a teacher is eligible to apply for movement from Scale III to Scale IV, the Primary Supervisor will meet with the teacher to discuss the potential application to the Permanent Evaluation Committee. In subsequent years, a teacher eligible to apply for movement to Scale IV may request and will be granted a conference with his or her Primary Supervisor. This conference will be held prior to the December 1 deadline for application for scale movement established by the Permanent Evaluation Committee.

Evaluation for movement from Scale III to Scale IV may be initiated in three (3) ways:

- a. By the teacher;
- b. By the Primary Supervisor of the teacher; or
- c. By a member of the administrative staff.

#### Movement from IV to V

A teacher on Scale IV is eligible to apply for movement to Scale V during his or her twelfth (12<sup>th</sup>) year of teaching, provided it is at least the second (2<sup>nd</sup>) year on Scale IV. Movement will not occur without the recommendation of the Permanent Evaluation Committee (as outlined below).

A teacher eligible to apply for movement to Scale V may request and will be granted a conference with his or her Primary Supervisor. This conference will be held prior to the December 1 deadline for application for scale movement, established by the Permanent Evaluation Committee.

Evaluation for movement from Scale IV to Scale V may be initiated in three (3) ways:

- a. By the teacher;
- b. By the Primary Supervisor of the teacher; or

c. By a member of the administrative staff.

# Committee Membership

#### Permanent Evaluation Committee

The Permanent Evaluation Committee (P.E.C.) will consist of ten (10) voting members:

- a. The two Principals, the Assistant Superintendent for Curriculum and Instruction, and the Assistant Superintendent for Student Services, who will serve as Chairs;
- b. One Department Chair or Department Coordinator, and one Adviser Chair appointed by the Chairs of the P.E.C. to staggered two- (2) year terms; and
- c. Four other members of the faculty, at least two from the Winnetka Campus and at least one from the Northfield Campus, elected to staggered, three- (3) year terms by vote of the Association membership.

The faculty members must be on Scale V to qualify for the Permanent Evaluation Committee.

# Ad Hoc Committee

For each candidate, an Ad Hoc Committee (non-voting members) will be established. This committee will include:

- a. The teacher's Primary Supervisor; if the Primary Supervisor is unable to serve on the Ad Hoc Committee, the teacher and the Primary Supervisor will select a replacement; and
- b. One or two colleagues chosen by the teacher if the teacher so desires.

# **Committee Procedures**

The Chairs of the Permanent Evaluation Committee will seek to make uniform the procedures regarding dates of announcement, informational notices, and forms.

The evaluation procedures will consist of the following:

- a. Submission of the following written materials to the Permanent Evaluation Committee:
  - i. The candidate's curriculum vitae;
  - ii. The candidate's Self-Evaluation for Scale Movement:
  - iii. The Primary Supervisor's Evaluation for Scale Movement;
  - iv. Letters of support from the colleagues on the Ad Hoc Committee; and
  - v. One additional letter of endorsement from a colleague (optional);

- b. Presentation on behalf of the candidate by the Ad Hoc Committee to the Permanent Evaluation Committee;
- c. Subsequent sessions, if any, of the Permanent Evaluation Committee and the Chair of the Ad Hoc Committee for the presentation of additional materials from any member of the Ad Hoc Committee; and
- d. Concluding sessions of the Permanent Evaluation Committee, during which recommendations will be determined.

The Permanent Evaluation Committee's decision whether or not to recommend placement on Scale IV or V will be based on the evidence presented (as described above). Each case will be judged on its own merit, and the P.E.C. will reach its decision by consensus. Consistent with the entire merit evaluation system, no quotas will be applied.

The Permanent Evaluation Committee will transmit all recommendations for movement to Scales IV and V to the Superintendent. Each candidate will be notified of the Committee's decision by one of the P.E.C. Chairs. In addition, the candidate will receive a copy of the letter detailing the Committee's recommendation regarding the teacher's application for scale movement.

For each candidate receiving a recommendation for scale movement, the Committee's recommendation and rationale will be forwarded to the Director of Human Resources for inclusion in the candidate's Personnel File. In addition, that portion of the candidate's supporting material selected by the candidate will also be forwarded for inclusion in the candidate's Personnel File.

After a recommendation for scale movement, a rating of Excellent will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years. In every subsequent Summative Evaluation year, the teacher will submit a self-reflection and updated curriculum vitae, which will serve as the basis for a conversation with the teacher's Primary Supervisor (Scale IV) or with a Principal or designated Administrator with teaching experience (Scale V).

For each candidate not receiving a recommendation for scale movement, one of the Chairs of the Permanent Evaluation Committee will meet with the candidate to discuss the written rationale for the Committee's recommendation and provide areas for suggested further development derived from the domains of the Characteristics of Professional Practice and/or the definition of Master or Leader Teacher as found in Article XI.E.1. Work in those areas shall not be considered a guarantee for future scale movement and are not inclusive of all areas that might need growth. A decision not to recommend and the rationale, and areas for development will not be forwarded to the Director of Human Resources for inclusion in the candidate's Personnel File. A decision not to recommend requires a Summative Evaluation in that year, and a rating will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years.

The Superintendent will present the Committee's recommendation for scale movement to the Board, along with his or her recommendations. The Board will approve or disapprove each recommendation. The Superintendent will communicate to each candidate the decision of the Board as to the candidate's application for scale movement and the rationale for any negative decision of the Board.

## 3. Processes for Scale IV and Scale V Review

#### Scale IV Review Process

By design, this review process encourages teachers to continue to develop and maintain the characteristics of Master Teacher. Through this process, teachers reaffirm the qualities that placed them on Scale IV initially. The review is not intended to replicate the full process of evaluation for movement to Scale IV, but is intended to foster continuing professional growth.

Each teacher on Scale IV will be reviewed every six (6) years unless one of the following occurs:

- a. A teacher receives two ratings of Proficient out of the three most recent Summative Evaluations; a Scale IV Review will take place in the fall of the year following the second rating of Proficient.
- b. A teacher receives a Summative Evaluation rating of Needs Improvement; a Scale IV Review will take place in the spring of the following year.
- c. A teacher receives a Summative Evaluation of Unsatisfactory at any time; a Scale IV Review will take place at the end of the Remediation Process as defined in the Teacher Evaluation Plan.

The Scale IV Review Board will be constituted as follows:

- a. A Chair, who is a Department Chair or Department Coordinator with prior experience on the Permanent Evaluation Committee, appointed jointly by the Superintendent and the President of the New Trier Education Association. This appointee will serve a three- (3) year term as the Review Board Chair. However, an adjustment may be made to the length of the term in order to avoid having two new members of the Review Board in a given year.
- b. A Principal or an Administrator with prior experience on the Permanent Evaluation Committee; and
- c. Two members of the faculty elected to staggered, three- (3) year terms by vote of the Association membership.

Faculty members must be on Scale V to qualify for the Scale IV Review Board. There must be at least one faculty member from each campus on the Review Board. The Chair of the Scale IV Review Board will seek to make uniform the procedures regarding dates of announcement, informational notices, and forms.

Scale IV Review hearings will be held in the second quarter. All supporting documents (as described below) must be submitted to the Scale IV Review Board Chair by the end of the 7<sup>th</sup> full week of the first quarter. Review hearings may be postponed with the written approval of the Principal. One session with the Review Board should be sufficient to complete the process.

At the review hearing, the candidate will discuss with the Review Board the evidence submitted to support continued placement on Scale IV. The evidence will include the following materials, written since the candidate's initial placement on Scale IV or his or her previous Scale IV Review:

- a. The candidate's updated curriculum vitae;
- b. The candidate's self-reflections written in Summative Evaluation years;
- c. The candidate's Self-Evaluation for Scale IV Review; and
- d. Two or three letters of support, including a letter from the candidate's Primary Supervisor.

The Principal must approve in writing exceptions to the required materials. The evidence should attest to the candidate's performance as a Master Teacher. If further information is needed, the Review Board will request that the candidate provide additional evidence.

The decision to recommend or deny continued placement on Scale IV will be based on the evidence presented. Each case will be judged on its own merit, and the Review Board will reach its decision by consensus. Consistent with the entire merit evaluation system, no quotas will be applied. A list of Scale IV Review Board recommendations will be forwarded to the Principals, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Student Services, and the Superintendent. At the conclusion of all Scale IV Review hearings, each candidate will be notified of the Review Board's recommendation.

Following a review and recommendation to continue on Scale IV, the candidate will receive a letter of endorsement from the Review Board. The Review Board's letter of endorsement and the candidate's letters of support will be forwarded to the Director of Human Resources for inclusion in the candidate's Personnel File. After a review and recommendation to continue on Scale IV, a rating of Excellent will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years. In every subsequent Summative Evaluation year, the teacher will submit a self-reflection and updated curriculum vitae, which will serve as the basis for a conversation with the teacher's Primary Supervisor.

Following a review and recommendation not to continue on Scale IV, the candidate will receive notification and a written rationale for the recommendation in a conference with the Review Board Chair. Within five (5) school days of this meeting, the candidate will meet again with the Chair to discuss the rationale and to explore alternatives available to the candidate. The candidate will subsequently inform the Chair of his or her choice, and the Chair will convey the

candidate's decision to the Principals, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Student Services, and the Superintendent. The alternatives are:

- a. Accept the recommendation of the Review Board and request in writing placement on Scale III for the next school year. The request will be made to the Principals and the Superintendent, and only this request will be placed in the candidate's personnel file.
- b. Acknowledge the recommendation of the Review Board and move to Scale III for the next school year. The Review Board's recommendation and written rationale, together with the candidate's acknowledgement of this recommendation, will be sent to the Principals, the Superintendent, and to the Director of Human Resources for inclusion in the candidate's personnel file. The candidate may include his or her response to the review recommendation not to continue on Scale IV.
- c. Ask for a prompt and full evaluation hearing by the Permanent Evaluation Committee. This evaluation will occur within four (4) weeks after the Review Board has notified the candidate of a recommendation not to continue on Scale IV. During that time, the candidate will form an Ad Hoc Committee (as defined in E.2 above, "Process of Evaluation for Scale Movement"). No material other than that presented by the Ad Hoc Committee will be considered by the P.E.C. The P.E.C.'s recommendation and rationale regarding scale placement will be forwarded to the Superintendent. The candidate will receive his or her copy of the written recommendation and rationale in a conference with one of the Principals. A copy of the recommendation and rationale will be placed in the candidate's personnel file. The candidate may include his or her response to a recommendation not to continue on Scale IV from the Permanent Evaluation Committee.
- d. For candidates who received three ratings of Excellent or two ratings of Excellent and one rating of Proficient in their last three Summative Evaluations, agree to a one- (1) year mentoring process to address the concerns of the Review Board. During this mentoring year, the candidate will remain on Scale IV. The mentoring process should begin at the start of the second semester and continue through the first semester of the following year. In December of the latter year, the candidate may apply to the P.E.C. for a full scale evaluation for continued placement on Scale IV or submit written notification to the Principals and the Superintendent of his or her request to be placed on Scale III for the following year. The request will be placed in the candidate's personnel file.

A review recommendation not to continue on Scale IV requires a Summative Evaluation in that year, and a rating will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years.

#### Scale V Review Process

By design, this review process encourages teachers to continue to develop and maintain the ideals of Leader Teacher. Through this process, teachers reaffirm the qualities that placed them

on Scale V initially. The review is not intended to replicate the full process of evaluation for movement to Scale V, but is intended to foster continuing professional growth and encourage reflection on the impact of one's leadership on the institution.

Each teacher on Scale V will be reviewed every six (6) years unless one of the following occurs:

- a. A teacher receives two ratings of Proficient out of the three most recent Summative Evaluations; a Scale V Review will take place in the spring of the year following the second rating of Proficient.
- b. A teacher receives a Summative Evaluation rating of Needs Improvement; a Scale V Review will take place in the spring of the following year.
- c. A teacher receives a Summative Evaluation of Unsatisfactory at any time; a Scale V Review will take place at the end of the Remediation Process as defined in the Teacher Evaluation Plan.

By the end of the third full week of the first quarter of the sixth (6th) year of the review cycle, the teacher who chooses to continue on Scale V will make such a request in writing to the Principals.

The Scale V Review Board will be constituted as follows:

- a. A Chair, a faculty member who is a Department Chair, Department Coordinator, or Adviser Chair with prior experience on the Permanent Evaluation Committee, appointed jointly by the Superintendent and the President of the New Trier Education Association. This appointee will serve a three- (3) year term as the Review Board Chair. However, an adjustment may be made to the length of the term in order to avoid having two new members of the Review Board in a given year.
- b. A Principal or an Administrator with prior experience on the Permanent Evaluation Committee; and
- c. Two members of the faculty elected to staggered, three- (3) year terms by vote of the Association membership.

Faculty members must be on Scale V to qualify for the Scale V Review Board. There must be at least one faculty member from each campus on the Review Board. The Chair of the Scale V Review Board will seek to make uniform the procedures regarding dates of announcement, informational notices, and forms. Any Scale V Review Board member scheduled for review during his or her three-year term will be exempt until his or her membership on the Review Board has been completed.

Scale V review hearings will be held in the first five weeks of the fourth quarter. All supporting documents (as described below) must be submitted to the Scale V Review Board Chair by the end of the 7<sup>th</sup> week of the third quarter. Review hearings may be postponed with the written approval of the Principal. One session with the Review Board should be sufficient to complete the process.

At the review hearing, the candidate will discuss with the Review Board the evidence submitted to support continued placement on Scale V. The evidence will include the following materials, written since the candidate's initial placement on Scale V or his or her previous Scale V Review:

- a. The candidate's updated curriculum vitae;
- b. The candidate's self-reflections written in Summative Evaluation years;
- c. The candidate's Self-Evaluation for Scale V Review; and
- d. Two or three letters of support, including one from the Primary Supervisor.

The Principal must approve in writing exceptions to the required materials. The evidence should attest to the candidate's continued exceptional leadership and performance as a Leader Teacher. If further information is needed, the Review Board will request that the candidate provide additional evidence.

The decision to recommend or deny continued placement on Scale V will be based on the evidence presented. Each case will be judged on its own merit, and the Review Board will reach its decision by consensus. Consistent with the entire merit evaluation system, no quotas will be applied. A list of Scale V Review Board recommendations will be forwarded to the Principals, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Student Services, and the Superintendent. At the conclusion of all Scale V Review hearings, each candidate will be notified of the Review Board's recommendation.

Following a review and recommendation to continue on Scale V, the candidate will receive a letter of endorsement from the Review Board. The Review Board's letter of endorsement and the candidate's letters of support will be forwarded to the Director of Human Resources for inclusion in the candidate's personnel file. After a review recommendation to continue on Scale V, a rating of Excellent will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years. In every subsequent Summative Evaluation year, the teacher will submit a self-reflection and updated curriculum vitae, which will serve as the basis for a conversation with a Principal or designated Administrator with teaching experience.

Following a review and recommendation not to continue on Scale V, the candidate will receive notification and a written rationale for the recommendation in a conference with the Review Board Chair. Within five (5) school days of this meeting, the candidate will meet again with the Chair to discuss the rationale and to explore alternatives available to the candidate. The candidate will subsequently inform the Chair of his/her choice, and the Chair will convey the candidate's decision to the Principals, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Student Services, and the Superintendent. The alternatives are:

- a. Accept the recommendation of the Scale V Review Board and request in writing placement on Scale IV for the next school year. The request will be made to the Principals and the Superintendent, and only this request will be placed in the candidate's personnel file.
- b. Acknowledge the recommendation of the Scale V Review Board and move to Scale IV for the next school year. The Scale V Review Board's recommendation and written rationale, together with the candidate's acknowledgement of this recommendation, will be sent to the Principals, the Superintendent, and the Director of Human Resources for inclusion in the candidate's personnel file. The candidate may include his or her response to the review recommendation not to continue on Scale V.
- c. Ask for a prompt and full evaluation hearing by the Permanent Evaluation Committee (P.E.C.). This evaluation will occur within four (4) weeks after the Review Board has notified the candidate of a recommendation not to continue on Scale V. During that time, the candidate will form an Ad Hoc Committee (as defined in E.2 above, "Process of Evaluation for Scale Movement"). No material other than that presented by the Ad Hoc Committee will be considered by the P.E.C. The P.E.C.'s recommendation and rationale regarding scale placement will be forwarded to the Superintendent. The candidate will receive his or her copy of the written recommendation and rationale in a conference with one of the Principals. A copy of the recommendation and rationale will be placed in the candidate's personnel file. The candidate may include his or her response to a negative recommendation from the Permanent Evaluation Committee.
- d. For candidates who received three ratings of Excellent or two ratings of Excellent and one rating of Proficient in their last three Summative Evaluations, agree to a one- (1) year mentoring process during the next school year to address the concerns of the Review Board. During this mentoring year, the candidate will remain on Scale V. At the conclusion of the mentoring year, the candidate may apply to the P.E.C. for a full scale evaluation for continued placement on Scale V, or submit written notification to the Principals and the Superintendent of his or her request to be placed on Scale IV for the following year. The request will be placed in the candidate's personnel file.

A recommendation not to continue on Scale V requires a Summative Evaluation in that year, and a rating will be assigned by the candidate's designated Administrator as defined in the Teacher Evaluation Plan. The teacher's continuing evaluation schedule will be structured so that the next Summative Evaluation will occur in two years if the rating is Excellent or Proficient.

## **Retirement Exception**

Teachers who submit written notice designating the year of retirement will not be subject to review during their last year of employment at New Trier.

## F. Explanation of Steps

One step on a scale will equal one year's experience. Experience will mean and include time spent in teaching at New Trier or at other schools. Working less than one-half of one school year will not be treated as a year of experience for purposes of step increase. No step movement will

be granted for the year following a performance-based unsatisfactory evaluation. However, if the teacher receiving an unsatisfactory evaluation receives a proficient rating during the following year, a retroactive step movement to the beginning of that year will be awarded.

(Exception: any year for which the Board and Association negotiated an agreement that no step increments would be granted. This would apply only to teachers at New Trier at the time of such an agreement.)

## G. <u>Stipends - Leadership and Extracurricular Assignment Classification</u>

- 1. All stipends shall be evaluated on the basis of:
  - a. Variation in load or persons carrying the same stipend duty, and
  - b. Experience in carrying the stipend duty, and
  - c. Meritorious performance of the stipend duty.
- 2. Stipends shall be under continuing study and evaluation since some assignments are expanding while others are diminishing, and new activities may be added.
- 3. The Superintendent may evaluate teachers for stipends or class concessions more than the amount indicated in the following ranges and will inform the Association of any assignments outside the ranges.
- 4. Stipends and class concessions are organized within the following groups:

#### Group 1: Teachers with Leadership Responsibilities

Stipends are awarded to teachers in recognition of significant leadership responsibilities they assume in making decisions that affect their immediate colleagues and the larger school community. These stipends shall be evaluated annually prior to the start of the new school year with consideration of the following:

- a. Complexity of organization, supervision, and operation of each department or activity.
- b. Professional growth of recipient and dedication to the betterment of the school.
- c. Changes in the nature of the assignment, including the addition of activities. Categories and compensation rates for the assigned categories are found in Appendix III.

# Group 2: Extracurricular Assignments (Activities, Athletic, Instructional and Student Services, Performing Arts)

Stipends will be paid and class concessions may be granted for assignments performed as part of the District's extracurricular program. Released time is granted when the nature of the work requires time during the school day for management and leadership responsibilities. A stipend may be granted for work beyond the contractual teaching assignment outside of the school day or

within the school day when agreed upon by the Superintendent or his/her designee and the Association. A list will be maintained of all stipends that are granted during the school day with a rationale for each.

The Administrator who oversees a given stipend, in conjunction with the coordinator who oversees that area, shall be responsible for evaluating annually the non-athletic extracurricular activities stipends for their equitable assignment of category. The Athletic Director, Assistant Athletic Director, and head coach will be responsible annually for evaluating athletic stipends. New stipends or recommended changes to the stipend category placement shall be forwarded to the Stipend Review Committee ("Committee") (which consists of the Assistant Superintendent for Finance and Operations, Assistant Superintendent for Student Services, Director of Curriculum and Instruction, Director of Human Resources and three at-large Association members) who will review and transmit them to the Superintendent or his/her designee for approval. The Committee is co-chaired by the Assistant Superintendent for Student Services and one Association member. The Committee shall meet at least once prior to each scheduled stipend payment. The final decision on the stipend placement rests with the Superintendent or his/her designee. The rationale for any reduction in stipend or alteration in class concession will be conveyed in writing by the Superintendent or his/her designee to the staff member affected.

The Committee shall establish the criteria for stipend category placement. These criteria will be posted on the intranet prior to the start of the new school year. Compensation rates for the assigned categories are found in Appendix IV. The Assistant Superintendent for Student Services will issue a list of all positions receiving a stipend at the beginning of each school year via the intranet and the list will be updated as needed with a copy being provided to the Association co-chair of the Stipend Review Committee.

Placement upon and movement within this extracurricular stipend schedule shall be subject to the following guidelines:

- 1. Movement will be on a biennial basis unless modified by the Superintendent or his/her designee based on input by the Stipend Review Committee. If the movement is delayed beyond the normal biennial basis the rationale for any delay will be conveyed in writing by the Superintendent or his/her designee to the staff member affected.
- 2. A change of assignment to a higher or lesser assignment may result in an adjustment of the category and stipend amount. These increases or reductions shall be made without prejudice. Such changes of assignment shall not be a factor when the sponsor/coach is being considered for within-range increases related to other assignments.
- 3. All coaches other than head coaches will be classified as assistant coaches. The assigned category will be determined by the Athletic Director, Assistant Athletic Director, and head coach.

When approved by the Superintendent or his/her designee, these stipends shall be entered on the master salary list. This list of stipends will be made available to the Association.

## H. Stipend Variations

Recognizing that a salary plan based on merit and individual evaluation must be flexible, the Board may in individual cases vary within stated ranges the extra-pay stipends and withhold or increase increments. Teachers so affected will be notified in writing as to the reasons for the Board's actions.

## I. <u>Summer Stipends</u>

- 1. The per diem summer stipend for department chairs and adviser chairs will be \$300. The \$300 per diem summer stipend also will be paid to teachers who are hired by administration to assist with special projects completed over the summer.
- 2. Teachers who propose individualized curricular or program work for summer completion, and receive administrative approval for such work, will receive a per diem summer stipend of \$150.
- 3. Post-high school counselors will be paid a summer stipend based on a factor of 13% of his/her base salary in the previous school year of the summer worked, on the basis of an eight-hour day for 30 days.

## J. Summer School

Stipends for summer school classes are paid based on the number of periods taught. Each summer school class is defined by periods as follows:

1 period	All classes that meet less than 3 hours and 45 minutes
2 periods	Classes that meet at least 3 hours and 45 minutes
3 periods	Classes that meet 4 hours and 45 minutes or more

Full-time positions for non-classroom professionally licensed staff, such as nurses and librarians, are considered 2 period assignments.

A full load of summer school teaching will be two periods of teaching each day for all of summer school. If a department offers classes less than that amount--for the purposes of rotation--those classes will be considered a full load.

For each class period taught, summer school teachers will be paid a per diem stipend of 7.35% of the base salary divided by the number of summer school days. The base salary is defined as Scale 1, Step 1 of the school year preceding the summer in which they are teaching.

Teachers currently under contractual agreement with the District shall be given preference for available summer school positions.

The summer school faculty shall be selected in accordance with the following guidelines:

The Director of Summer School will maintain rotation lists for summer school courses offered by academic departments.

The qualifications for teaching specific summer school offerings will be determined by the Director of Summer School in consultation with department chairs. If there are specifically qualified areas within a department, separate sections of the primary department list shall be maintained for each of those areas. A teacher may be on more than one list within a department, or on multiple department lists, depending upon qualifications.

- 1. The Director of Summer School will oversee the opt-in process relative to the rotation lists. The Director of Summer School will notify all faculty of available positions. Eligible faculty interested in teaching during upcoming summer will express interest and be placed appropriately on departmental rotation list(s). The Director of Summer School will post appointments to all summer school positions once filled.
- 2. The Director of Summer School will prioritize offers of employment via the departmental rotation list(s). Placement on departmental rotation lists will be determined as follows, priority given in the following sequence (from first to last), maintained and adjusted accordingly:
  - Faculty who designed the course (for first year the course is offered). Subsequently, the course will be staffed following the guidelines herein
  - Faculty who requested to teach year prior, but were not offered a position
  - Faculty who are new to the rotation list, for first year of requesting a position
  - Faculty who were offered, accepted, and taught any full-time position last year (as defined by aforementioned standards)
  - Faculty who were offered, accepted, and taught any part-time position last year, (as defined by aforementioned standards)
  - Faculty who were offered but did not accept a position in prior year
  - Teachers from other departments who hold multiple certifications, but are not on departmental rotation list
     Teachers outside of those covered by this Agreement
- 3. Employment will be offered to multi-certified teachers who maintain position on more than-one rotation list only when faculty in positions 1 through 6 have been offered positions.
- 4. If in the same school year two or more teachers request placement on one list, their position will be determined by seniority as defined in this Agreement.
- 5. Should a department require a new rotation list, positions on its primary and secondary lists will be established by lottery.
- 6. A teacher who has singular qualifications for teaching a course requiring specialization may be assigned separately from the normal rotation as determined by the Director of

Summer School. A teacher who develops a new course for the summer school shall be considered uniquely qualified to teach that course for the first summer it is offered.

- 7. A teacher on leave of absence who wishes to be offered summer employment shall notify the director prior to March 1 of the year in which summer employment is desired.
- 8. A teacher who has been evaluated as unsatisfactory and/or a teacher who has received a letter to remedy from the Board of Education shall be deleted from the primary and secondary rotation list until remediation or the terms of the letter to remedy are completed.

The District will endeavor that summer school classes shall not exceed the median class size as defined in Article X, Section C. Repeat classes should aim for the median class size less 20%.

After summer school ends but before October of the next school year, the Director of Summer School will convene a Summer School Committee (SSC) for the purpose of reviewing the last summer school session, problem-solving relevant issues, and planning for the upcoming summer school session. Membership of the SSC will include the Director of Summer School, an Assistant Principal of Student Services, the Director of Human Resources, and three elected Association members (one of whom is a department chair or coordinator).

## K. Fringe Benefits

Faculty shall receive fringe benefits in direct proportion to the teaching load carried.

Scheduled Salary

#### 1. Term Life Insurance

The Board shall provide term life insurance in an amount equal to the following schedule:

(prorated for part-time) as of September 1, 2013	Life Insurance Amount
Less than \$75,000	\$75,000
\$75,001 to \$100,000	\$100,000
Greater than \$100,000	\$125,000

Each teacher's life insurance amount will remain in effect for the entire term of this Agreement and will only be adjusted if there is a change in a teacher's fulltime equivalent (FTE). Life insurance amounts for new teachers will be based on the scheduled salary at the time of hire.

## 2. Medical Insurance

The Board shall provide single and family medical insurance coverage under the Northern Illinois Health Insurance Pool (NIHIP). Alternative group medical insurance plans may not be added or substituted for the plans noted above without agreement of the Association unless the alternative plan is substantially equivalent to the existing plan.

For single and family medical insurance coverage, the Board and Employee share of the premiums shall be as follows for the term of this Agreement:

	<b>Single</b>	<u>Coverage</u>	<u>Famil</u>	<u>y Coverage</u>
Effective 9/1/2019	Board	Employee	Board	Employee
<u>Plan</u>	<b>Share</b>	<u>Share</u>	<u>Share</u>	Share
PPO 750	<u>90%</u>	10%	<u>90%</u>	<u>10%</u>
PPO 1200 HDP	<u>90%</u>	<u>10%</u>	<u>90%</u>	<u>10%</u>
<b>HMO Illinois</b>	<u>95%</u>	<u>0%</u>	<u>85%</u>	<u>15%</u>
HMO BA	100%	<u>0%</u>	<u>86%</u>	<u>14%</u>

For the term of this Agreement, teachers who select the PPO 750, the Board will make an annual cash incentive payment of \$250 for single coverage and \$500 for family coverage into the teacher's Flexible Spending Account.

For the term of this Agreement, teachers who select the PPO 1200 HDP, the Board will make an annual cash incentive payment of \$400 for single coverage and \$800 for family coverage into the teacher's Health Savings Account.

Part-time teachers who assume long-term substitute assignments resulting in the part-time teacher carrying a 4/5 (or the 3/4 equivalent) or greater teaching load will be offered full-time health insurance premiums for the entire duration of the teacher's long-term substitute assignment, while all other part-time teachers who assume long-term substitute assignments will be offered health insurance premiums in direct proportion to the teaching load carried. A long-term assignment is defined as 20 or more consecutive days in one assignment.

## 3. Dental Insurance

The Board shall provide a group dental insurance plan covering each individual teacher, with the full premium cost being paid by the Board. The insurance carrier shall be chosen in cooperation with the Association's Insurance Committee. Teachers will be allowed to purchase family dental coverage provided they meet the qualifications established by the carrier.

## 4. Long-Term Disability Insurance

The Board provides to all teachers a Long Term Disability Insurance plan which, in conjunction with any disability, retirement, or other benefits under the State of Illinois Teachers' Retirement Plan, will provide the teacher at least 60 percent of his/her annual base salary for any approved disability due to personal illness or accident. Benefits for eligible teachers will begin upon the exhaustion of sick days and will continue up to age 65 or until benefits terminate. Base pay will be calculated at 60% of base pay at the time of expiration of the teacher's sick days.

If a teacher exhausts his/her sick days before the end of the disability insurance plan's waiting period, the Board of Education agrees to provide the teacher with 20% of his/her annual base salary until the waiting period is met. This benefit, in conjunction with benefits under the state of Illinois Teacher's Retirement Plan, will provide the teacher at least 60% of his/her annual base salary for any approved disability due to personal illness or accident.

#### 5. Flexible Benefits

The Board shall maintain a "cafeteria" plan under Section 125 of the Internal Revenue Code. The terms and conditions for participation will be specified in a plan document, which will be prepared by the Board to comply with provisions of the Internal Revenue Code. An employee may annually contribute to the plan, with the contribution being deducted from the employee's pay. At the commencement of each plan year the total amount must be allocated by the employee among the benefits listed below:

- a. Reimbursement for qualified dependent care assistance, as defined in Section 129(e)(1) of the Internal Revenue Code.
- b. Reimbursement for the cost of medical and dental care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents, but not including premiums paid for health care coverage under any other plan.

All requests for reimbursement benefits shall be made by the employee within 60 days following the end of the plan year. Any amount remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the employee or carried over to the following plan year.

#### 6. Commuter Benefits

The Board shall maintain a Commuter Benefit plan under Section 132(f) of the Internal Revenue Code. An employee may annually contribute any amount to the plan, from a monthly minimum of \$25 to the maximum allowed by the Internal Revenue Code, with the contribution being deducted from the employee's pay.

## 7. Tuition Reimbursement

The Board will provide reimbursement for tuition, books and fees of teachers who complete previously approved courses of study at an accredited college or university with a grade B or better, or pass in a pass/fail course. Prior to registration, the teacher will submit the course to the Superintendent or his/her designee for approval. A teacher will be reimbursed only upon receipt of a transcript, and no teacher may receive reimbursement for more than \$2,250 per year for the duration of the Agreement (there will be no carry-over from one year to the next).

## 8. <u>Day Care</u>

During the time that the District makes on-site day care available, except for siblings of currently enrolled children, the children of District employees shall be offered enrollment prior to any enrollment by children of individual parents/guardians not employed by the District.

#### L. Retirement Benefits

## Teachers Participating in the TRS Tier I Retirement System

Teachers who participate in the TRS Tier I retirement system and have provided at least ten (10) years of effective service to the youth of New Trier may be eligible for the retirement benefits provided for herein.

## **Eligibility**

To qualify, the teacher must have:

- 1. Submitted to the Superintendent a letter of intent to retire by the following dates:
  - October 1, 2019 for retirement in 2025
  - May 1, 2020 for retirement in 2026
  - May 1, 2021 for retirement in 2027
  - May 1, 2022 for retirement in 2028

**AND** 

- 2. Accrued at least thirty-five (35) years of creditable service in the Illinois Teachers' Retirement System (TRS) under the Tier I plan and be at least fifty-five (55) years of age on the effective date of retirement, OR
- 3. Accrued at least twenty (20) twenty years of creditable service in TRS under the Tier I plan, be at least fifty-five (55) years of age on the effective date of retirement, and provide proof to the District that they have submitted to and begun to receive a TRS pension within sixty days of separation from the District; OR

- 4. Accrued a minimum of ten (10) years or more of TRS creditable service under the Tier I plan and be at least sixty (60) years of age on the effective date of retirement, AND
- 5. The resignation must be effective no later than the last day of the school term in which the teacher is first eligible to retire with maximum service credit through TRS, which includes creditable service recognized by TRS due to unused sick leave or exercise option #3 above. If the teacher subsequently needs to use the sick leave during his/her final years of employment that would have been recognized by TRS for creditable service, the retirement date will be extended one to two years provided doing so does not subject the Board to a penalty from TRS.\_If a teacher has already met the age/service requirements to retire with maximum service credit prior to the 2019-2020 school year, or is already within six (6) years of such eligibility prior to the 2019-2020 school year, the teacher must resign and retire at the end of the 2024-2025 school year to receive the retirement benefits set forth herein.

#### AND

5. None of the teacher's increases in creditable earnings in the four school years used to determine the teacher's pension would cause the Board to be subject to a penalty under the Illinois Pension Code.

To comply with number 5 above:

A teacher hired after the effective date of this Agreement must provide the Superintendent or designee with the following information within 90 calendar days of the first day of employment and such other information as is appropriate to facilitate the implementation of this retirement program:

- (a) The number of years of creditable service with TRS.
- (b) The number of years of creditable service with non-TRS retirement systems in Illinois and other states which may be used for creditable service with TRS.
- (c) Other optional service credit which may be available for creditable service with TRS, such as leaves of absence or military service.
- (d) The number of days of sick leave from other TRS-covered employers available for service credit with TRS.

Currently-employed teachers seeking retirement at the end of the 2024-2025 school term must provide this same information no later than October 1, 2019. All other currently-employed teachers will provide this same information by no later than January 15, 2020.

Where available, the information must be provided in a statement from TRS or other governmental agency or on a form developed by the District in consultation with the Association. Before

application to participate in this retirement program, all teachers must provide an update to the District on the above information.

Teachers intending to retire at the end of the 2027-28 school year or earlier may elect to receive the following increases in base salary.

#### Benefits

If the above conditions are met, the teacher shall receive increases in base salary over the preceding year as follows:

fifth year prior to final year of employment	5%
fourth year prior to final year of employment	5%
third year prior to final year of employment	3%
second year prior to final year of employment	3%
first year prior to final year of employment	3%
final year of employment	3%

The applicable five percent (5%) and three percent (3%) salary increases are in lieu of any salary increases to which the teacher otherwise would be entitled under this Agreement. For this purpose, "salary" shall be inclusive of any vertical and/or horizontal salary schedule movement and negotiated salary schedule increases, but shall not include salary for summer school, any Appendix III leadership stipends, any extracurricular pay (Appendix IV and V) or other pay for extra duties of any kind. Thus, a teacher's total creditable earnings in these covered years may increase from year to year less than the stated percentage if the teacher ceases during this period to perform positions or duties that earn compensation in addition to their base salary.

A teacher who has given notice of retirement shall not receive an increase in total creditable earnings in any year used by TRS to calculate the teacher's pension value (typically the last four years prior to retirement) in excess of a cap (the "Cap") of six percent (6%) or, if less, the thencurrent TRS excess salary limitation. Earnings that are legally exempt from the TRS excess salary limitation shall not be counted by the District toward the Cap. If a teacher performs any new or different activities that are not exempt from the Cap and these would cause the teacher to incur an earnings increase in excess of the Cap, the teacher shall have the choice of not performing the activity or accepting a lesser rate of pay, that would not cause the earnings increase to exceed the Cap. If the teacher, after submitting a request to the Superintendent to extend employment beyond the designated year of retirement, and upon Board approval, the teacher shall immediately pay back or have the subsequent year's salary reduced by the additional amount received in excess of the regular base salary increases received as a result of the implementation of this section.

It is the intent of the parties to eliminate any penalties or surcharges the District would otherwise be required to pay to TRS as a result of teachers having earnings increases that exceed the Cap in any year used to calculate the teacher's pension value. In all cases where a teacher has begun receiving retirement benefits from TRS and the teacher's retirement does not result in a penalty or surcharge related to the Cap, the District shall offer a post-retirement benefit. This benefit,

upon proof of payment, shall be a reimbursement of retiree single medical insurance premiums to the State of Illinois Teachers' Retirement Insurance Plan ("TRIP") for up to \$350 per month until the teacher reaches Medicare eligibility age (65). Any retiree eligible for retiree health insurance as described above may at their option elect any other third-party insurance plan, excluding coverage under the District's insurance plan, and receive reimbursement up to the individual TRIP Teachers' Choice Health Plan ("TCHP") coverage. In no case will the reimbursement exceed \$350 per month. In order to receive reimbursement for non-TRIP plans, the retiree must be the primary insured under such plan. In no event shall the retiree be allowed to maintain insurance coverage under the District's plan and receive this benefit. This benefit shall not be paid to a teacher if, for any reason, the teacher incurs an increase in earnings in any year used by TRS to calculate the teacher's pension value in excess of the Cap and TRS assesses a penalty or surcharge to the District as a result.

By mutual agreement between the Board and the teacher, a teacher's resignation and retirement may be rescinded or modified, on a non-precedential, case-by-case basis. The reason for such an agreement must be a major life-altering event such as the death of a spouse or serious illness of the teacher or spouse which illness would likely cause the use of sick leave otherwise necessary to remain eligible to participate in this retirement program. If a teacher participating in the program begins to receive the benefits and the Board, in its sole discretion, accepts a request to rescind the retirement, the Board will not be obligated to continue payment of the benefits under the program. The teacher will then repay the entire amount of the benefits paid to date. A repayment plan will be determined by mutual agreement between the Board and the teacher. If the teacher fails to make repayment when due, the Board may seek recovery of any attorney's fees/expenses incurred to collect such repayment under the agreement.

The parties agree that this Section creates no vested rights among employees who have not begun receiving benefits to continuation of the benefits provided for in this section after expiration of the term of this Agreement. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that adversely affect the Board's obligations or impacts employee rights and/or benefits under any benefit set forth in this Section, they will meet to negotiate further over this provision and the impact of such legal changes. If agreement cannot be reached, current contract language will remain in effect during the term of this Agreement.

## **Teachers Participating in the TRS Tier II Retirement Plan**

For the duration of this Agreement, teachers who participate in the TRS Tier II retirement system shall receive a \$750 non-elective contribution to a 403(b) account established by the teacher that is part of a plan approved by the District. If the teacher makes an individual contribution to the 403(b) account the District shall make an additional matching non-elective contribution up to \$500. In no case will the District's annual contribution exceed \$1,250 to the teacher. The District contribution shall be made in June of each year of this Agreement provided the teacher was employed by the District through the end of the school year. The teacher shall not have the option of choosing to receive any of the non-elective 403(b) contributions either directly of in cash. Teachers in the TRS Tier II retirement system are not eligible for the retirement bonuses provided to TRS Tier I teachers. Teachers in the TRS Tier II retirement system are not eligible for 403(b) contributions provided to TRS Tier II teachers.

## Article XII.

#### GRIEVANCE PROCEDURE

#### A. Definitions

- 1. A grievance is a teacher's claim alleging a misinterpretation, violation, or inequitable application of the terms of this Agreement, or an Association claim alleging a similar matter relating to its own rights under this Agreement. No claim or cause for which there is another procedure, settlement, or adjudication established by law shall constitute a grievance.
- 2. The term "days" when used in this Article shall, unless indicated otherwise, mean working school days and shall not include summer school days.

## B. Policy

The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as informal and confidential as possible at any level of the procedure. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level therefore should be considered as maximum, and every effort should be made to expedite the process. When mutually agreed upon, the time limits may be extended in writing.

## C. Procedures

#### Preliminary Level (Informal Level)

A teacher having a complaint shall first bring the matter to the attention of the teacher's Primary Supervisor. Should the complaint involve a conflict of interest with the teacher's Primary Supervisor, the teacher may first bring the matter to the attention of a member of the Association's Professional Rights and Responsibilities Committee (PRRC) regarding the complaint. The teacher shall request an informal meeting with the Primary Supervisor or with PRRC to discuss the problem not later than twenty (20 days after the event or occurrence which is the basis of the complaint, or twenty (20 days after the event or occurrence should reasonably have been known, whichever is later. If the particular circumstances of the complaint result in the Primary Supervisor not being initially consulted by the teacher, the Association's PRRC shall inform the Primary Supervisor of the complaint within five (5) days of their initial consultation with the teacher. In the event the Primary Supervisor does not have jurisdiction over the subject of the complaint, the Primary Supervisor shall promptly refer the teacher to the proper supervisor. The Primary Supervisor, the Association PRRC or the one having jurisdiction over the subject shall make arrangements to hold a meeting to discuss the problem with the teacher within fifteen (15) days after receipt of the teacher's request. The teacher will be given an answer within five (5) days after the meeting.

#### Level One (Administrative)

If the matter is not disposed of at the Preliminary Level and is a grievance as defined in Section A of this Article, a grievance may be filed in writing with the Principal no later than forty-five (45) days after the event or occurrence which is the basis of the grievance or forty-five (45) days after the event or occurrence should reasonably have been known, whichever is later The grievant and a member of the Association's PRRC shall then meet with the Principal or Administrative designee to discuss the grievance within ten (10) days after the Principal receives it, and the grievant shall be given a written answer within five (5) days after the meeting.

## Level Two (Superintendent)

If the grievant is not satisfied with disposition of the grievance at Level One, the grievant shall so notify the Superintendent in writing within ten (10) days after the decision at that Level. Within ten (10) days after receipt of the written grievance by the Superintendent, he/she and the grievant's representatives shall then meet with the Association's PRRC to resolve the grievance. The Superintendent and/or his/her representative shall prepare a response to the grievance, and copies of this response will be sent within five (5) days to the PRRC chairperson and the grievant.

## Level Three (Board of Education)

If the grievance is not resolved at Level Two, the grievant may refer it to the Secretary of the Board within five (5) days after the Superintendent's response is sent to the Association's PRRC chairperson at Level Two.

Upon such referral, the Association's PRRC and the Board's Review Committee shall meet within ten (10) days after the next Board meeting following referral of the grievance to Level Three. Within ten (10) days after the meeting the Board's Review Committee, in consultation with the Superintendent, shall submit a written response to the Association's PRRC chairperson and the grievant.

#### Level 4 (Arbitration)

If the Level Three response is not satisfactory to the Association, it may submit such matter to arbitration by a written request delivered to the Secretary of the Board within ten (10) days after the date of the response at Level Three. The parties shall first attempt to mutually agree upon an arbitrator. If the parties are unable to select an arbitrator by mutual agreement, at the request of either party the arbitrator shall be selected under the Voluntary Labor Arbitration rules of the American Arbitration Association. The arbitrator so selected shall confer with representatives of the Board and the Association and hold any necessary hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitration shall be final and binding. The costs shall be borne by the loser of the proceedings. Costs include the American Arbitration Association fee, arbitrator's fee, transcript for the arbitrator, and hearing room fees. Costs do not include legal fees or transcript fees incurred by either party.

## D. Grievance Meetings

All meetings involving grievances will be held during either unassigned time in the school day or after school hours; however, in the event it is mutually agreed by the teacher, the Association, and the Board to hold proceedings during regular working hours, a teacher participating at any level of the Grievance Procedure, including arbitration on his/her own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties without loss of salary. During the processing of a grievance and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties; provided, however, that no final action shall be taken at a closed session of the Board. Notice of all such proceedings shall be given as required by the Illinois Open Meetings Act.

## E. Miscellaneous

- 1. There shall be no reprisals of any kind by supervisory or administrative personnel against any grievant or member of the Association's PRRC by reason of their participating in the procedures set forth in this Article.
- 2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Copies of a written grievance and all written answers will be given to the grievant and the Association's PRRC chairperson. Forms for filing grievances, serving notices, taking appeals, making appeals, making responses and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth in this Article.
- 3. A teacher may have representation by the Association at any level of the Grievance Procedure above the Preliminary Level.
- 4. A grievant shall have the right to be present at all levels of the Grievance Procedure.

#### **Article XIII**

#### SUPERVISION AND EVALUATION

#### A. Supervision and Evaluation

Supervision and evaluation of teachers is an ongoing and growth-oriented process and elements of the process may occur more often than described herein, but not less often. The process will be, as is practicable, the joint responsibility of Administrators and Primary Supervisors, as defined in the Teacher Evaluation Plan (TEP).

The TEP will be developed and revised as necessary by an eight-member Joint Committee on Teacher Evaluation (JCTE). The JCTE is composed of 8 members: 4 Administrators and 4 elected Association members. At least one of the Association members will be from the DC/Coordinator group. The Association members are elected for 3-year terms.

The JCTE will be responsible for the TEP, using the Characteristics of Professional Practice (CPP) as a guideline.

The JCTE has the principal responsibility and the authority to maintain the TEP. Substantive changes to the TEP by the JCTE shall be the result of a process that includes adequate notification to and opportunities for input from faculty. While consensus will be the guiding principle for the JCTE, changes to the TEP will be made by a majority vote of committee members.

Working under the JCTE for as long as the TEP requires a student growth project, a committee consisting of equal numbers of members from the Administration and members elected from the Association will meet at least annually and provide input and make recommendations to the JCTE on student growth projects. The committee will review the process by which teachers plan, execute, and reflect upon the student growth portion of the TEP, using the Characteristics of Professional Practice as a guide.

All supervision and evaluation documents are informed by the CPP. Documents within groups used to help articulate how the CPP applies to specific assignments can be developed to provide formative feedback to members but shall always be vetted by the JCTE and included in or referred to by the TEP. Such documents will be developed have the right to grieve any process described in the TEP, including processes involving formative feedback that uses the CPP (i.e. documents from work groups described above) and are a part of the TEP.

For the purposes of a faculty member's summative evaluation and for retention, the focus should be on performance in the member's primary assignment. A faculty member's "primary assignment" is determined by the assignment of that member's "primary supervisor."

#### Article XIV.

#### STANDARDS FOR FACULTY REDUCTIONS

#### A. Seniority

District seniority will be based on continuous service in the District. The District seniority list by department will be updated annually by the Human Resources Office and a copy will be provided to the Association President. A teacher shall hold seniority in each department for which he or she meets District qualifications.

#### B. Clarification of Service

1. Years of Service: Only full years of service will be counted as years of service for purposes of seniority in faculty reductions in force. For purposes of the Article, a full year shall mean the teacher must have worked and/or been on FMLA, medical, or sick leave for a total of 120 or more school days in one school year. If a teacher resigns or is dismissed from the District

and is subsequently rehired, the years prior to the break in service will not be counted for purposes of seniority in faculty reductions in force.

- 2. Board Approved Leaves of Absence: For purposes of seniority in faculty reductions in force:
  - a. All Board approved leaves of absence beginning with the 1982-83 school year and through the 2013-14 school year shall be counted as years of service.
  - b. Commencing in the 2014-15 school year, the first two consecutive or non-consecutive Board-approved full-year leaves of absence that are not medical or FMLA leaves shall be counted as years of service. Additional full-year leaves of absence for non-medical reasons shall not count as years of service.
  - c. Sabbatical leaves are counted as years of service.
- 3. Substitute Teaching: Substitute teaching in the District prior to being hired by the District will not count toward seniority.
- C. An Administrator who is assigned to classroom teaching or whose administrative position has been eliminated may be assigned by the Superintendent to departments in which he/she is qualified to teach. The Administrator shall be governed by the standards for faculty reductions set forth herein.

## D. Method of Release

Any honorable dismissal of a teacher as a result of a decision by the Board to decrease the number of teachers employed or to discontinue a particular area of teaching service shall comply with all the requirements contained in Section 24-12 (b) of the Illinois School Code, except as these requirements have been lawfully modified by a Joint Committee on Honorable Dismissals (Joint Committee) provided for in Section 24-12 (c). The eight member Joint Committee is composed of equal numbers of members from the Association and Administration, appointed jointly by the Superintendent and the Association President and assumes the duties described in Section 24-12 (c) of the Illinois School Code. The Association representatives and the Administration representatives will each choose from their respective committee members a person to serve as co-chair. Written minutes will be recorded for all Committee meetings. The committee will meet monthly or as requested by the co-chairs, with its first meeting no later than November 1 of each year.

Each teacher must be categorized into all positions for which the teacher is qualified on or before May 10 of the year prior to the school year during which the sequence of dismissal is determined. Within each position and subject to agreements made by the Joint Committee, the school district must establish 4 groupings of teachers qualified to hold the position:

1. Grouping 1: Each non-tenured teacher who: (1) has not received a performance evaluation rating; (2) is employed for one school term or less to replace a teacher on

leave; or (3) is employed on a part-time basis as that term is defined in Section 24-12 (b) of the Illinois School Code. The sequence of dismissal is at the discretion of the district.

- 2. Grouping 2: Each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings unless the teacher meets criteria established by the Joint Committee on Honorable Dismissal for exclusion from Grouping 2 and movement to Grouping 3. The sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. Teachers with the same average performance evaluation rating will be dismissed based on length of service.
- 3. Grouping 3: As defined by the Joint Committee on Honorable Dismissal. Teachers with the shorter length of service with the district will be dismissed first.
- 4. Grouping 4: As defined by the Joint Committee on Honorable Dismissal. Teachers with the shorter length of service with the district will be dismissed first.

Among teachers qualified to hold a position, teachers must be dismissed in order of their grouping, with teachers in Grouping 1 being dismissed first. If two or more teachers in one Grouping have the same length of service with the District, the Superintendent will determine the order of dismissal, based on departmental or other educational program needs.

The Joint Committee must reach agreement on a matter on or before February 1 of a school year in order for the agreement of the Joint Committee to apply to the sequence of dismissal for that school year.

## E. <u>Notification of Release</u>

Teachers to be considered for release will be notified by the Superintendent or his/her designee in person and/or by letter at least five (5) school days prior to Board action. Released teachers shall receive official notice along with a statement of honorable dismissal and the reasons why, either by certified mail, return receipt requested, or by personal delivery, at least 45 days before the end of the school term.

#### F. Recall List

The Human Resources Department shall, in consultation with the Association President, maintain a list of teachers in Groupings 2, 3 and 4 who have been released in accordance with these provisions and which shows the order of dismissal. Vacancies for the following school term or within one calendar year from the beginning thereof will be posted and the available positions will be offered to qualified teachers in Groupings 3 and 4 on the recall list. Vacancies within the period from the beginning of the following school term through February 1 of the following school term will be posted and the available positions will be offered to qualified teachers in Grouping 2 as defined by the Illinois School Code. Positions shall be offered to such teachers in the inverse order of release. A teacher will be notified of recall by telephone, if possible, to be reconfirmed by written notice through certified mail, return receipt requested, from the Human Resources Office to the teacher's address on file. A teacher's failure to respond

within seven calendar days after delivery of the recall notification shall result in termination of the teacher's right of recall. Teachers rejecting a reduced load during the period of recall will not be removed from the recall list.

G. Nothing in the guidelines contained herein is to be construed as limiting the power of the Board to dismiss or release teachers for cause or as otherwise permitted by law. Teachers released under Section 24-11 of the School Code retain no reemployment rights.

#### Article XV.

#### **GENERAL**

- A. As to all matters specifically agreed to and disposed of by this Agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and any policy, practice, procedure, custom, or writing not incorporated in this Agreement.
- B. Despite reference herein to the Board or the Association as such, each reserves the right to appoint or elect a committee or individual member or designated representative, professional or lay, whether or not a member, as its agent, whose actions shall be subject to ratification by the respective appointing or electing body. Each party shall confer upon its agent or agents the authority to make, to consider, to accept tentatively, or to reject proposals and counterproposals. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority.
- C. The provisions of this Agreement shall constitute Board policy of record for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- D. Subject to the provisions of law and this Agreement, the Board and the Superintendent reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board, the decision of the Board shall be final and binding, except to the extent that such action is subject to the grievance procedure of Article XII.
- E. Should any article, section, or clause of this Agreement be declared illegal by federal or state statute or by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
- F. During the term of this Agreement, the Association and the teachers agree not to strike, or engage in, or support, or encourage any concerted refusal to render full and complete service to the District, or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the District.

#### Article XVI.

#### **DURATION AND AMENDMENT OF AGREEMENT**

- A. This Agreement shall be binding and in full force effective from the first day of the 2019-20 School Year, and extending up to the first day of school, 2023-2024. This Agreement shall be automatically renewed for successive school years thereafter unless either the Board or the Association notifies the other in writing no later than February 1 of any year of its desire to terminate or modify this Agreement.
- B. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the Association and shall become effective upon adoption by the Board and ratification by the Association or at such other time as the Board and the Association may agree. All signatures are subject to ratification by membership vote.

#### APPENDIX I

## <u>Definition and Clarification of Teacher Personnel File:</u>

The teacher personnel file includes the following items:

- 1. Original application.
- 2. College or university transcripts.
- 3. New Trier interview reports. \*1
- 4. Reference statements sought by the District prior to appointment. \*1
- 5. Statement to Board recommending employment.
- 6. Individual teacher contract.
- 7. Report of physical examination.<sup>2</sup>
- 8. Pertinent correspondence from the teacher to the Superintendent.
- 9. Pertinent correspondence from the Superintendent to the teacher.
- 10. Formal Classroom Observation Summaries, Student Growth Project Summary and Summative Evaluations.
- 11. Tenure recommendation.
- 12. Recommendations prepared by the Permanent Evaluation Committee for submission to the Superintendent recommending movement to Scale IV or Scale V.
- 13. Letters of endorsement from the Scale IV and Scale V Review Boards.
- 14. Miscellaneous material added to the file by the teacher or administration (for example, updated cumulative curriculum vitae that may include specific professional service, publications, participation in workshops and institutes, state and national committee assignments, significant travel experience, letters of commendation, etc.).

<sup>\*1</sup> May not be seen by the teacher, and are to be removed in the teacher's presence when the teacher requests to review the file.

<sup>&</sup>lt;sup>2</sup> Shall be maintained in a separate, confidential file.

## Appendix II Salary Schedules

			2019-2020		
Step	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5
	BA	BA + 18	Masters	<b>Master Teacher</b>	Leader Teacher
1	\$58,190	\$61,099	\$64,009		
2	\$61,099	\$64,009	\$67,385		
3	\$64,009	\$66,919	\$70,760		
4	\$66,919	\$69,828	\$74,135		
5	\$68,665	\$72,738	\$77,509		
6	\$70,410	\$74,217	\$80,264		
7	\$72,156	\$75,696	\$83,018		
8	\$73,901	\$77,175	\$85,773		
9	\$74,774	\$78,654	\$88,527	\$96,014	
10	\$75,647	\$80,133	\$91,282	\$98,729	
11		\$81,613	\$94,036	\$101,445	
12			\$96,790	\$104,161	
13			\$99,545	\$106,876	\$112,457
14			\$102,299	\$109,592	\$114,752
15			\$105,054	\$112,307	\$117,414
16			\$107,808	\$115,023	\$120,076
17			\$110,562	\$117,738	\$122,738
18			\$113,317	\$120,454	\$125,400
19			\$115,583	\$123,363	\$128,310
20			\$117,895	\$126,273	\$131,218
21			\$120,253	\$129,182	\$134,127
22			\$122,658	\$132,092	\$137,038
23			\$125,111	\$135,002	\$139,947
24				\$136,434	\$141,690

Base Raise: 2.5%

Appendix II Salary Schedules

			2020-2021		
Step	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5
	ВА	BA + 18	Masters	<b>Master Teacher</b>	Leader Teacher
1	\$59,354	\$62,321	\$65,289		
2	\$62,321	\$65,289	\$68,733		
3	\$65,289	\$68,257	\$72,175		
4	\$68,257	\$71,225	\$75,618		
5	\$70,038	\$74,193	\$79,059		
6	\$71,818	\$75,701	\$81,869		
7	\$73,599	\$77,210	\$84,678		
8	\$75,379	\$78,719	\$87,488		
9	\$76,269	\$80,227	\$90,298	\$97,934	
10	\$77,160	\$81,736	\$93,108	\$100,704	
11		\$83,245	\$95,917	\$103,474	
12			\$98,726	\$106,244	
13			\$101,536	\$109,014	\$114,706
14			\$104,345	\$111,784	\$117,047
15			\$107,155	\$114,553	\$119,762
16			\$109,964	\$117,323	\$122,478
17			\$112,773	\$120,093	\$125,193
18			\$115,583	\$122,863	\$127,908
19			\$117,895	\$125,830	\$130,876
20			\$120,253	\$128,798	\$133,842
21			\$122,658	\$131,766	\$136,810
22			\$125,111	\$134,734	\$139,779
23			\$127,613	\$137,702	\$142,746
24				\$139,163	\$144,524

Base Raise: 2%

## Appendix II Salary Schedules

			2021-2022		
Step	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5
	ВА	BA + 18	Masters	Master Teacher	Leader Teacher
1	\$60,541	\$63,567	\$66,595		
2	\$63,567	\$66,595	\$70,108		
3	\$66,595	\$69,622	\$73,619		
4	\$69,622	\$72,650	\$77,130		
5	\$71,439	\$75,677	\$80,640		
6	\$73,254	\$77,215	\$83,506		
7	\$75,071	\$78,754	\$86,372		
8	\$76,887	\$80,293	\$89,238		
9	\$77,794	\$81,832	\$92,104	\$99,893	
10	\$78,703	\$83,371	\$94,970	\$102,718	
11		\$84,910	\$97,835	\$105,543	
12			\$100,701	\$108,369	
13			\$103,567	\$111,194	\$117,000
14			\$106,432	\$114,020	\$119,388
15			\$109,298	\$116,844	\$122,157
16			\$112,163	\$119,669	\$124,928
17			\$115,028	\$122,495	\$127,697
18			\$117,895	\$125,320	\$130,466
19			\$120,253	\$128,347	\$133,494
20			\$122,658	\$131,374	\$136,519
21			\$125,111	\$134,401	\$139,546
22			\$127,613	\$137,429	\$142,575
23			\$130,165	\$140,456	\$145,601
24				\$141,946	\$147,414

Base Raise: 2%

## New Trier Township High School Faculty Salary Schedule 2022-23

The 2022-2023 base salary will be determined by increasing the 2021-2022 base salary at each step of the schedule by the percentage change in the National CPI for the 12-month period ending December 31, 2020, not to be lower than 1% or to exceed 3%.

## **Teachers with Leadership Responsibilities**

Category	Fact	ors	Class Co	ncess.			2019-20		
	Min.	Max.	Min.	Max.		Base:	Base: \$ 58,190		
Category A					Step 1	Step 2	Step 3	Step 4	Step 5
Department Chair (46 +) -	20.30%	27.30%	5	6	\$11,813	\$12,831	\$13,849	\$14,868	\$15,886
Department Chair (31 - 45 )	18.20%	25.10%	4	5	\$10,591	\$11,594	\$12,598	\$13,602	\$14,606
Department Chair (16 - 30)	16.10%	22.90%	2	4	\$9,369	\$10,358	\$11,347	\$12,336	\$13,326
Department Chair (1 - 15)	13.90%	20.70%	1	3	\$8,088	\$9,078	\$10,067	\$11,056	\$12,045
Department Coord. (46 +)	11.40%	16.70%	1	2	\$6,634	\$7,405	\$8,176	\$8,947	\$9,718
Department Coord. (31 - 45)	10.40%	15.10%	1	2	\$6,052	\$6,735	\$7,419	\$8,103	\$8,787
Department Coord. (16 - 30)	9.40%	13.60%	1	1	\$5,470	\$6,081	\$6,692	\$7,303	\$7,914
Department Coord. (1 - 15)	8.30%	12.50%	1	1	\$4,830	\$5,441	\$6,052	\$6,663	\$7,274
Adviser Chair	16.10%	22.90%	4	5	\$9,369	\$10,358	\$11,347	\$12,336	\$13,326
Category B									
Asst. Ath. Director	9.00%	14.00%	3	5	\$5,237	\$5,964	\$6,692	\$7,419	\$8,147
Performing Arts Coord.	9.00%	14.00%	1	4	\$5,237	\$5,964	\$6,692	\$7,419	\$8,147
Activities Coord. (W)	9.40%	14.60%	2	4	\$5,470	\$6,226	\$6,983	\$7,739	\$8,496
Athletic Coord. (N)	8.00%	12.50%	0	2	\$4,655	\$5,310	\$5,964	\$6,619	\$7,274
Activities Coord. (N)	8.00%	12.50%	0	2	\$4,655	\$5,310	\$5,964	\$6,619	\$7,274
Category C									
Dance Coordinator	8.75%	13.25%	0	2	\$5,092	\$5,746	\$6,401	\$7,056	\$7,710
Health Services Coordinator	5.25%	6.75%	N/A	N/A	\$3,055	\$3,273	\$3,491	\$3,710	\$3,928
IGSS Coordinator	5.25%	6.75%	0	2	\$3,055	\$3,273	\$3,491	\$3,710	\$3,928
ELL Coordinator	5.25%	6.75%	0	4	\$3,055	\$3,273	\$3,491	\$3,710	\$3,928

		2020-21		
	Base:	\$ 59,354		
Step 1	Step 2	Step 3	Step 4	Step 5
\$12,049	\$13,088	\$14,126	\$15,165	\$16,204
\$10,802	\$11,826	\$12,850	\$13,874	\$14,898
\$9,556	\$10,565	\$11,574	\$12,583	\$13,592
\$8,250	\$9,259	\$10,268	\$11,277	\$12,286
\$6,766	\$7,553	\$8,339	\$9,126	\$9,912
\$6,173	\$6,870	\$7,568	\$8,265	\$8,962
\$5,579	\$6,202	\$6,826	\$7,449	\$8,072
\$4,926	\$5,550	\$6,173	\$6,796	\$7,419
\$9,556	\$10,565	\$11,574	\$12,583	\$13,592
\$5,342	\$6,084	\$6,826	\$7,568	\$8,310
\$5,342	\$6,084	\$6,826	\$7,568	\$8,310
\$5,579	\$6,351	\$7,122	\$7,894	\$8,666
\$4,748	\$5,416	\$6,084	\$6,752	\$7,419
\$4,748	\$5,416	\$6,084	\$6,752	\$7,419
\$5,193	\$5,861	\$6,529	\$7,197	\$7,864
\$3,116	\$3,339	\$3,561	\$3,784	\$4,006
\$3,116	\$3,339	\$3,561	\$3,784	\$4,006
\$3,116	\$3,339	\$3,561	\$3,784	\$4,006

		2021-22		
	Base:	\$ 60,541		
Step 1	Step 2	Step 3	Step 4	Step 5
\$12,290	\$13,349	\$14,409	\$15,468	\$16,528
\$11,018	\$12,063	\$13,107	\$14,151	\$15,196
\$9,747	\$10,776	\$11,805	\$12,835	\$13,864
\$8,415	\$9,444	\$10,474	\$11,503	\$12,532
\$6,902	\$7,704	\$8,506	\$9,308	\$10,110
\$6,296	\$7,008	\$7,719	\$8,430	\$9,142
\$5,691	\$6,327	\$6,962	\$7,598	\$8,234
\$5,025	\$5,661	\$6,296	\$6,932	\$7,568
\$9,747	\$10,776	\$11,805	\$12,835	\$13,864
\$5,449	\$6,205	\$6,962	\$7,719	\$8,476
\$5,449	\$6,205	\$6,962	\$7,719	\$8,476
\$5,691	\$6,478	\$7,265	\$8,052	\$8,839
\$4,843	\$5,524	\$6,205	\$6,887	\$7,568
\$4,843	\$5,524	\$6,205	\$6,887	\$7,568
\$5,297	\$5,978	\$6,660	\$7,341	\$8,022
\$3,178	\$3,405	\$3,632	\$3,859	\$4,087
\$3,178	\$3,405	\$3,632	\$3,859	\$4,087
\$3,178	\$3,405	\$3,632	\$3,859	\$4,087

Primary supervisors that supervise student growth projects as required by the TEP will receive a 15% increase to the dollar amount they receive from the leadership stipend for the duration of this Agreement. Those holding both a Department Chair and Coordinator position will be paid the Chair stipend with a 20% enhancement and release time will be within the combined range for both positions

									Αŗ	pendi	ix I	V Stip	end	ds (201	9-	20)								
Base										se	\$	58,190												
												Stiper	ıds											
Category	Min.	Max	S	tep 1	S	Step 2	Ste	р 3	S	Step 4		Step 5	9	Step 6		Step 7	Step 8	Step 9	S	tep 10	S	tep 11	St	ep 12
Α	15.60%	22.60%	\$	9,078	\$	9,078	\$ 9,	892	\$	9,892	\$	10,707	\$	10,707	\$	11,522	\$ 11,522	\$ 12,336	\$	12,336	\$	13,151	\$1	13,151
В	13.80%	20.55%	\$	8,030	\$	8,030	\$ 8,	816	\$	8,816	\$	9,601	\$	9,601	\$	10,387	\$ 10,387	\$ 11,172	\$	11,172	\$	11,958	\$1	11,958
С	12.00%	18.50%	\$	6,983	\$	6,983	\$ 7,	739	\$	7,739	\$	8,496	\$	8,496	\$	9,252	\$ 9,252	\$ 10,009	\$	10,009	\$	10,765	\$1	10,765
D	10.20%	16.45%	\$	5,935	\$	5,935	\$ 6,	663	\$	6,663	\$	7,390	\$	7,390	\$	8,118	\$ 8,118	\$ 8,845	\$	8,845	\$	9,572	\$	9,572
Ε	8.65%	13.05%	\$	5,033	\$	5,033	\$ 5,	674	\$	5,674	\$	6,314	\$	6,314	\$	6,954	\$ 6,954	\$ 7,594	\$	7,594	\$	-	\$	-
F	7.45%	11.65%	\$	4,335	\$	4,335	\$ 4,	946	\$	4,946	\$	5,557	\$	5,557	\$	6,168	\$ 6,168	\$ 6,779	\$	6,779	\$	-	\$	-
G	6.25%	9.85%	\$	3,637	\$	3,637	\$ 4,	161	\$	4,161	\$	4,684	\$	4,684	\$	5,208	\$ 5,208	\$ 5,732	\$	5,732	\$	-	\$	-
Н	5.15%	6.65%	\$	2,997	\$	2,997	\$ 3,	215	\$	3,215	\$	3,433	\$	3,433	\$	3,651	\$ 3,651	\$ 3,870	\$	3,870	\$	-	\$	-
1	3.40%	4.40%	\$	1,978	\$	1,978	\$ 2,	124	\$	2,124	\$	2,269	\$	2,269	\$	2,415	\$ 2,415	\$ 2,560	\$	2,560	\$	-	\$	-
J	1.70%	2.20%	\$	989	\$	989	\$ 1,	062	\$	1,062	\$	1,135	\$	1,135	\$	1,207	\$ 1,207	\$ 1,280	\$	1,280	\$	-	\$	-
										Stipe	nds	w/Class	s Co	ncessio	ns									
	Min.	Max	S	tep 1	S	Step 2	Ste	р 3	S	Step 4	:	Step 5	9	Step 6		Step 7	Step 8	Step 9	S	step 10	S	tep 11	St	ep 12
AA	8.20%	12.95%	\$	4,772	\$	4,772	\$ 5,	324	\$	5,324	\$	5,877	\$	5,877	\$	6,430	\$ 6,430	\$ 6,983	\$	6,983	\$	7,536	\$	7,536
BB	7.40%	12.15%	\$	4,306	\$	4,306	\$ 4,	859	\$	4,859	\$	5,412	\$	5,412	\$	5,964	\$ 5,964	\$ 6,517	\$	6,517	\$	7,070	\$	7,070
CC	6.60%	11.35%	\$	3,841	\$	3,841	\$ 4,	393	\$	4,393	\$	4,946	\$	4,946	\$	5,499	\$ 5,499	\$ 6,052	\$	6,052	\$	6,605	\$	6,605

						Append	ix IV Stip	ends (202	20-21)						
						Base	\$59,354								
							Stiper	nds							
Category	Min.	Max	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step	7	Step 8	Step 9	Step 10	Step 11	Step 12
Α	15.60%	22.60%	\$ 9,25	9 \$ 9,259	\$ 10,090	\$ 10,090	\$ 10,921	\$ 10,921	\$ 11,	,752	\$ 11,752	\$ 12,583	\$ 12,583	\$ 13,414	\$ 13,414
В	13.80%	20.55%	\$ 8,19	l \$ 8,191	\$ 8,992	\$ 8,992	\$ 9,793	\$ 9,793	\$ 10	,595	\$ 10,595	\$ 11,396	\$ 11,396	\$ 12,197	\$ 12,197
С	12.00%	18.50%	\$ 7,12	2 \$ 7,122	\$ 7,894	\$ 7,894	\$ 8,666	\$ 8,666	\$ 9	,437	\$ 9,437	\$ 10,209	\$ 10,209	\$ 10,980	\$ 10,980
D	10.20%	16.45%	\$ 6,05	\$ 6,054	\$ 6,796	\$ 6,796	\$ 7,538	\$ 7,538	\$ 8,	,280	\$ 8,280	\$ 9,022	\$ 9,022	\$ 9,764	\$ 9,764
E	8.65%	13.05%	\$ 5,13	\$ 5,134	\$ 5,787	\$ 5,787	\$ 6,440	\$ 6,440	\$ 7	,093	\$ 7,093	\$ 7,746	\$ 7,746	\$ -	\$ -
F	7.45%	11.65%	\$ 4,42	2 \$ 4,422	\$ 5,045	\$ 5,045	\$ 5,668	\$ 5,668	\$ 6	,292	\$ 6,292	\$ 6,915	\$ 6,915	\$ -	\$ -
G	6.25%	9.85%	\$ 3,71	\$ 3,710	\$ 4,244	\$ 4,244	\$ 4,778	\$ 4,778	\$ 5,	,312	\$ 5,312	\$ 5,846	\$ 5,846	\$ -	\$ -
Н	5.15%	6.65%	\$ 3,05	7 \$ 3,057	\$ 3,279	\$ 3,279	\$ 3,502	\$ 3,502	\$ 3,	,724	\$ 3,724	\$ 3,947	\$ 3,947	\$ -	\$ -
1	3.40%	4.40%	\$ 2,01	3 \$ 2,018	\$ 2,166	\$ 2,166	\$ 2,315	\$ 2,315	\$ 2,	,463	\$ 2,463	\$ 2,612	\$ 2,612	\$ -	\$ -
J	1.70%	2.20%	\$ 1,00	9 \$ 1,009	\$ 1,083	\$ 1,083	\$ 1,157	\$ 1,157	\$ 1,	,232	\$ 1,232	\$ 1,306	\$ 1,306	\$ -	\$ -
						Stipe	nds w/Class	s Concessio	ns						
	Min.	Max	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step	7	Step 8	Step 9	Step 10	Step 11	Step 12
AA	8.20%	12.95%	\$ 4,86	7 \$ 4,867	\$ 5,431	\$ 5,431	\$ 5,995	\$ 5,995	\$ 6	,559	\$ 6,559	\$ 7,122	\$ 7,122	\$ 7,686	\$ 7,686
BB	7.40%	12.15%	\$ 4,39	2 \$ 4,392	\$ 4,956	\$ 4,956	\$ 5,520	\$ 5,520	\$ 6	,084	\$ 6,084	\$ 6,648	\$ 6,648	\$ 7,212	\$ 7,212
CC	6.60%	11.35%	\$ 3,91	7 \$ 3,917	\$ 4,481	\$ 4,481	\$ 5,045	\$ 5,045	\$ 5,	,609	\$ 5,609	\$ 6,173	\$ 6,173	\$ 6,737	\$ 6,737

Appendix IV Stipends (2021-22)																						
								В	ase		\$60,541											
Stipends																						
Category	Min.	Max	S	tep 1	9	Step 2	Step 3	:	Step 4	:	Step 5	9	Step 6	Step 7	Step 8	Step 9	S	tep 10	S	tep 11	St	ep 12
Α	15.60%	22.60%	\$	9,444	\$	9,444	\$ 10,292	\$	10,292	\$	11,140	\$	11,140	\$ 11,987	\$ 11,987	\$ 12,835	\$	12,835	\$	13,682	\$1	3,682
В	13.80%	20.55%	\$	8,355	\$	8,355	\$ 9,172	\$	9,172	\$	9,989	\$	9,989	\$ 10,807	\$ 10,807	\$ 11,624	\$	11,624	\$	12,441	\$1	2,441
С	12.00%	18.50%	\$	7,265	\$	7,265	\$ 8,052	\$	8,052	\$	8,839	\$	8,839	\$ 9,626	\$ 9,626	\$ 10,413	\$	10,413	\$	11,200	\$1	1,200
D	10.20%	16.45%	\$	6,175	\$	6,175	\$ 6,932	\$	6,932	\$	7,689	\$	7,689	\$ 8,445	\$ 8,445	\$ 9,202	\$	9,202	\$	9,959	\$	9,959
E	8.65%	13.05%	\$	5,237	\$	5,237	\$ 5,903	\$	5,903	\$	6,569	\$	6,569	\$ 7,235	\$ 7,235	\$ 7,901	\$	7,901	\$	-	\$	-
F	7.45%	11.65%	\$	4,510	\$	4,510	\$ 5,146	\$	5,146	\$	5,782	\$	5,782	\$ 6,417	\$ 6,417	\$ 7,053	\$	7,053	\$	-	\$	-
G	6.25%	9.85%	\$	3,784	\$	3,784	\$ 4,329	\$	4,329	\$	4,874	\$	4,874	\$ 5,418	\$ 5,418	\$ 5,963	\$	5,963	\$	-	\$	-
Н	5.15%	6.65%	\$	3,118	\$	3,118	\$ 3,345	\$	3,345	\$	3,572	\$	3,572	\$ 3,799	\$ 3,799	\$ 4,026	\$	4,026	\$	-	\$	-
1	3.40%	4.40%	\$	2,058	\$	2,058	\$ 2,210	\$	2,210	\$	2,361	\$	2,361	\$ 2,512	\$ 2,512	\$ 2,664	\$	2,664	\$	-	\$	-
J	1.70%	2.20%	\$	1,029	\$	1,029	\$ 1,105	\$	1,105	\$	1,181	\$	1,181	\$ 1,256	\$ 1,256	\$ 1,332	\$	1,332	\$	-	\$	-
Stipends w/Class Concessions																						
	Min.	Max	S	tep 1	9	Step 2	Step 3	:	Step 4	:	Step 5	9	Step 6	Step 7	Step 8	Step 9	S	tep 10	S	tep 11	St	ep 12
AA	8.20%	12.95%	\$	4,964	\$	4,964	\$ 5,540	\$	5,540	\$	6,115	\$	6,115	\$ 6,690	\$ 6,690	\$ 7,265	\$	7,265	\$	7,840	\$	7,840
BB	7.40%	12.15%	\$	4,480	\$	4,480	\$ 5,055	\$	5,055	\$	5,630	\$	5,630	\$ 6,205	\$ 6,205	\$ 6,781	\$	6,781	\$	7,356	\$	7,356
CC	6.60%	11.35%	\$	3,996	\$	3,996	\$ 4,571	\$	4,571	\$	5,146	\$	5,146	\$ 5,721	\$ 5,721	\$ 6,296	\$	6,296	\$	6,871	\$	6,871

#### APPENDIX V

#### Documents Furnished to the Association and Board

The Board, upon receiving written request, will furnish to the Association the following documents or their equivalents:

- 1. Board agenda.
- 2. Minutes of Board meetings, preliminary and official.
- 3. Monthly financial report.
- 4. Annual audit and year-end financial report to ISBE, as soon as they are available.
- 5. Annual legal budgets, tentative and final.
- 6. Unit expenditure report, if and when prepared.
- 7. Assessed valuation, tax rates, and funds derived from the state.
- 8. Number of teachers on step and scale, FTEs, and number of part-time teachers.
- 9. Summer grants, when approved by the Board.
- 10. Semester report of total conference and convention expenses.
- 11. Semester report of personal business days.
- 12. Access to insurance policies, experience rating sheets, and statistical enrollment data.
- 13. Master schedule with class count as of the opening of school.
- 14. List of positions of teachers retiring or leaving.
- 15. Fringe benefit expenditure with breakdown as to areas defined in Article XI, Section L (4).
- 16. Names and addresses of new teachers on August 1. If any teacher is employed after August 1, the name and address will be available to the Association within 10 days after the teacher is employed.
- 17. Information necessary for the processing of grievance as defined in this Agreement.
- 18. List of stipends and class concessions with the number of teachers receiving each.
- 19. Any reasonable information, statistics and records which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

The Association, upon receiving written request, will furnish to the Board:

- 1. List of Association officers, to be available 10 days after the election.
- 2. List of Association standing committees and their members, to be available 10 days after the selection.

The New Trier Township High School Board of Education and the New Trier Township High School Education Association hereby ratify and accept this Agreement.

NEW TRIER TOWNSHIP HIGH SCHOOL
EDUCATION ASSOCIATION

Paul Moretta, President

Tune 17, 2019

NEW TRIER TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION

Cathleen H. Albrecht, President

6 19 19

## SIDE LETTER Summer School

The District and the Association discussed the length of summer school as a part of the 2019 collective bargaining process. This letter summarizes that discussion and directs the Administration and Association, in collaboration with the Summer School Committee to form a committee to address topics related to summer school. This committee shall include three members appointed by the Association President representing different departments and three members appointed by the Superintendent. Membership should include one individual representing athletics. Additionally, the committee will work in consultation with representative members from both the NTEA and District 203 negotiation teams. This committee will jointly examine the length of New Trier's summer school program, so as to allow students and faculty flexibility.

The negotiation team developed the following topics for consideration and resolution:

- Review the 2019 Summer School Survey report written by Hanover Research.
- Compare New Trier's length of summer school with peer school districts.
- Recommend modifications, if any, to the following areas of summer school:
  - o Number of weeks
  - o Number of days per week
  - Number of hours per day
  - o Time of day
- Consider compensation based on an hourly rate.

The process to begin this review will be jointly scheduled by the Superintendent and the Association President and will be completed by the conclusion of the 2019-2020 school year and presented to the Superintendent. If the committee proposes revisions to the existing Agreement, they will be presented to the Association and Board of Education for approval. This will afford ample time to inform staff, collaborate on any revisions, and implement proposed changes for summer school 2021.

NEW TRIER TOWNSHIP HIGH SCHOOL EDUCATION ASSOCIATION	NEW TRIER TOWNSHIP HIGH SCHOOL BOARD OF EDUCATION					
Paul Moretta, President	Cathleen H. Albrecht, President					
June 17, 2019	Date 19 19					

## SIDE LETTER Hallway Supervision

The District and the Association discussed the topic of faculty hallway supervision as a part of the 2019 collective bargaining process, and the necessity of maintaining a safe learning environment while providing adequate time to complete other professional work.

As a result of that discussion, the parties agree to direct the existing Association / Administration Supervision Committee as described in Article III.B to undertake a review of hallway supervision that considers the following topics: the history of faculty supervision assignments; the current criteria for exemption from supervision; and reviewing and updating the list of areas to be covered to adequately supervise students and ensure safety.

The committee shall complete this review by April 2020 and recommend revised procedures to be implemented for the 2020-2021 school year. If the committee proposes revisions to the existing Agreement, they will be presented to the Association Professional Agreement Committee and the Administration for approval.

NEW TRIER TOWNSHIP HIGH SCHOOL
EDUCATION ASSOCIATION

Paul Moretta, President

Cathleen H. Albrecht, President

Cathleen H. Albrecht, President

Date

Date

## SIDE LETTER Class Size

The District and the Association discussed the topic of class size as a part of the 2019 collective bargaining process. As a result of that discussion, the parties agree to form an ad-hoc committee to review the language related to class size in the contract in Article X.C.

This ad hoc committee shall include three members appointed by the Association President and three members appointed by the Superintendent. Additionally, the committee will work in consultation with representative members from both the NTEA and District 203 negotiation teams.

The committee will be asked to review the joint interests and options developed during the negotiation process to guide their discussion, including the review of class medians that are in the best interest of our students and teachers, that balances a broad curricular program within fiscal means and addresses concerns about faculty workload. The committee will also be asked to consider class enrollment models that facilitate appropriate student movement between classes (schedule changes) before and during the school year.

The committee shall complete their work by June 2020. If the committee proposes revisions to the existing Agreement, they will be presented to the Association Professional Agreement Committee and the Administration and then to the members of the Association and Board of Education for ratification.

NEW TRIER TOWNSHIP HIGH SCHOOL NEW EDUCATION ASSOCIATION BOAR

Paul Moretta, President

Date

NEW TRIER TOWNSHIP HIGH SCHOOL BOARD OF EDUCATION

Cathleen H. Albrecht, President

Q /19 /19

# SIDE LETTER School Day Stipend Criteria and Evaluation

The District and the Association discussed stipends assigned for work during the school day included in Article XI.G as a part of the 2019 collective bargaining process. As part of that discussion, the negotiating team began to address the question of how positions are assigned a stipend versus release time. In the interest of developing clarity and ensuring fairness, equity, and reasonable workload, it is agreed the Stipend Review Committee will develop criteria for recommending if a stipend should be provided for work that occurs during the school day. The recommendation shall be made in accord with XI.G. The criteria will be used to evaluate both proposals for new stipends and existing stipends. The criteria will be developed during the 2019-20 school year.

Possible outcomes include recommending that the duties: continue to be a stipended position; be considered as part of an existing faculty assignment; be considered for a release time assignment by Assistant Superintendent of Curriculum and Instruction; or be considered as part of the workload model for a specific category of position by the appropriate student services workload committee.

NEW TRIER TOWNSHIP HIGH SCHOOL
EDUCATION ASSOCIATION

Paul Moretta, President

Date

NEW TRIER TOWNSHIP HIGH SCHOOL
BOARD OF EDUCATION

CALL A JULY
Cathleen H. Albrecht, President

Date

Date

## SIDE LETTER Student Services Workload Model

The District and the Association discussed the workload for student services faculty members as a part of the 2019 collective bargaining process. The discussion focused on the importance of these positions in providing services to students and the best ways to ensure that faculty have a reasonable schedule that allows them to be part of the professional life of the school. This letter summarizes that discussion and directs the Administration and Association to jointly develop a workload model for the types of student services positions detailed below.

The Association and Board of Education team developed and wishes to affirm the following joint interests:

- Continue to have a robust student services program that meets the needs of the whole student and provides adequate services to all members of the school population.
- Develop a better understanding of the workload to provide these services and create reasonable schedules to provide these services to students and meets legal demands.
- Allow these faculty members to engage in the professional life of the school through professional development and interaction with their colleagues.
- Create staffing models appropriate for student services that allocate resources in a purposeful way across the institution recognizing the multiple constituencies needing resources within the school.
- Study the allocation of resources to student services over time and present information about the resources needed to provide these services effectively.
- Educate the community on the growing needs for these services and on the responsibilities of the school and families on providing support to students.
- Support the inclusion of a Social Emotional Learning curriculum across all disciplines and areas of the school.

To accomplish these interests, the negotiating team agrees that the Administration and Association will jointly develop workload models to inform resources allocated to the positions defined below. The conversation should also consider whether participation in some groups that now are compensated through a stipend (e.g. guidance teams, support groups, etc) should instead be factored into workload. The negotiating team acknowledges the specialized nature of each of these positions and that a process that jointly develops these models with the faculty members who provide these services and the administrators who oversee these areas will lead to the best outcomes for students.

Each of these models will be developed by a representative committee of up to four faculty members from the discipline or other faculty members appointed by the Association President and up to four other members appointed by the Superintendent. Each model will contain categories of professional time that comprise the school day and incorporate variances in time that occur throughout the cycle of the school year. Each model will be reflective of the

individual disciplines and of initiatives related to strategic planning that may impact their area and will be consistent with the District Special Education Workload Model if applicable.

Categories may include, but are not limited to:

- 1) Instructional Time: includes individual meetings, group instruction, support groups and planning
- 2) Consultation and Collaboration: includes RtI/MTSS for non-caseload students and work with Advisers
- 3) Participation in IEP: counseling meetings, teams and in the articulation process
- 4) Paperwork and Reporting, such as IEPs and college applications
- 5) Distinction Between Work: Legal requirements, what we choose to do as a school

The process to create these models will be jointly scheduled by the Superintendent and the Faculty Association President and will be completed by the conclusion of the 2020-21 school year. A proposed schedule is below, which may be adjusted based on mutual consultation between the Association President and Superintendent:

Area	Process Begins	Process Concludes					
Speech-Language Pathologists	August 2018	June 2019					
Psychologists	August 2019	April 2020					
Social Work/SAP	January 2020	September 2020					
ELS/Transition	March 2020	November 2020					
Post High School Counseling	July 2020	June 2021					

If the committee proposes revisions to the existing Agreement, they will be presented to the Association Professional Agreement Committee and the Administration for agreement.

NEW TRIER TOWNSHIP HIGH SCHOOL EDUCATION ASSOCIATION	BOARD OF EDUCATION
Paul Moretta, President	Cathleen H. Albrecht, President
June 17, 2019	Date 6 /19 /19

