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ARTICLE 1

Recognition

- 1.1 Recognition** – The Board of Education of Naperville Community Unit School District 203, DuPage and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board," recognizes the Naperville Unit Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full- time and part-time (25% or more) regularly employed certificated personnel including certified school nurses and physical and occupational therapists, and high school instructional coordinators, hereinafter referred to as employee(s) or teacher(s) except for the Superintendent, central office administrative personnel, deans, high school athletic directors, paraprofessionals, teacher aides, health technicians and those persons holding administrative or supervisory certificates or endorsements as specified by the State Teachers' Certification Board, and who are employed greater than half-time by the District in an administrative or supervisory position requiring an administrative or supervisory certificate.
- 1.2 Exclusivity** - The Board agrees not to negotiate or to consult with any other employee organization or group of employees with regard to negotiable items as defined in Article 12, Section 12.2, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE 2

Employee and Association Rights

- 2.1 Non-Discrimination** - Both parties agree that they shall not discriminate on any basis that is currently protected by applicable law.
- 2.2 Rights of Representation** - When an employee is required to appear before the Board or any administrator concerning any matter directly involving discipline or reemployment or placement on the salary schedule, the employee shall be entitled to have a representative of the Association present. When an employee is required to so appear, he/she shall be advised in writing to the reasons for the appearance.
- 2.3 Personnel File** - Negative material directly related to discipline or re-employment shall not be placed in an employee's personnel file unless the employee is provided a copy of the same and a ten (10) teacher employment day period has elapsed. If the negative material asserts the commission or omission of any act which is susceptible of recertification, and such recertification has occurred within the ten (10) teacher employment day period, such material shall not be placed in the file unless the Board shall characterize the material as evidencing conduct which requires future remediation or as part of a course of conduct which might affect subsequent disciplinary considerations.

Each employee shall have the right upon reasonable advance request to review the contents of his / her personnel file, provided such review shall occur during normal business hours and shall be in the presence of a designated agent of the Board. The employee may be accompanied at such review by a representative. The employee may designate, in writing, a representative to inspect their records. Nothing shall be permanently removed from the personnel file except with the consent of the Board. An employee may file a written response or explanation of any material in his /her personnel file, provided such shall be submitted within the ten (10) teacher employment days after the employee shall have received a copy or has seen it as part of a personnel file review.

The employee's written response or explanation may be attached by the employee to the file copy to which it is in response. Confidential data furnished

by institutions of higher education and other employers shall not be part of such review.

2.4 Right to Organize - Employees shall have the right to organize, join and assist the Association, to participate in professional negotiations with the Board through representatives of the Association's own choosing, for the purpose of establishing, maintaining, protecting or improving conditions of professional service without reprisal. Employees shall also have the right to refrain from any or all such activities.

2.5 Dues Deduction - Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues pursuant thereto and remit same within fifteen (15) calendar days to the Association President or designee. Association dues may be deducted over twenty (20) payment periods in any single school year, provided such deduction shall commence no later than thirty (30) calendar days after receipt of the authorization form and provided further that deductions for any individual employee shall not be altered as to amount during any single school year except to terminate such deduction. Should any employee on payroll deduction resign from employment or otherwise indicate a desire to terminate payroll deduction of Association dues, the balance of such dues to the end of the current school year shall be deducted from the next paycheck (if sufficient funds are available for all legally obligatory deductions) unless the terms of the authorization shall otherwise provide. If the Board shall meet its obligations hereunder the Association shall defend and hold the Board harmless therefor.

2.6 Meetings, Notices and General Information

The Association Shall Be Permitted:

A. The use of school buildings for normal operational meetings of the Association pursuant to reasonable advance written application to the principal. The principal shall approve the application unless there is a prior scheduled event, which conflicts with such use. Meetings sponsored by the Association, the purpose of which is matters other than the normal operation of the Association, shall be arranged pursuant to the regular Board policy for building usage. The Association shall promptly reimburse the

Board for any expenses incurred therewith and for any damages that may arise there from.

B. The use of employee mailboxes, inter-school mail, e-mail and voice mail, and a bulletin board in the employee lounge of each building for the purpose of internal communications, provided that general communication shall be identified as Association materials, and provided further by the use of such inter-school mail the Association agrees to reimburse the Board for the affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction. Such mailboxes, mail, e-mail, and/or bulletin boards shall not be utilized for materials that are related to political candidacies for the distribution or posting of any material the purpose of which is to malign any Board member, agent, or employee. Nothing herein shall preclude the right of the Board to prevent direct access to employee mailboxes by other than designated Board employees, nor to reasonably limit the use of the bulletin boards in the interest of the school program. The Association understands that in situations where the physical mailboxes are not available to the Association, the District e-mail and voicemail may be used only with the permission of the Superintendent or designee.

C. The use of school equipment on school premises only, e.g., photocopiers. The use of computers shall also be permitted by the building principal provided that their use will be by person(s) appropriately skilled in their operation and that such use will not access confidential data or unduly affect nor limit data storage in or by such equipment. The Association shall provide data storage devices for the computers used. This subsection shall not apply to equipment in the District's central administrative office.

D. The Board shall be promptly reimbursed for the cost of paper and supplies used for Association business and for any damage occasioned by such use.

2.7 Employee Discipline - Enforcement of employee discipline shall be for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate an employee or not to renew the contract of an employee and any such decisions to terminate or not to renew shall not be subject to the grievance procedures set forth in this Agreement. It is also agreed that this section shall not apply to any directive, reprimand or caution which is not recorded or to any evaluative comment resulting from formal classroom observations.

2.8 Information to Association – The Board shall make copies of the minutes of all Board meetings available to the Association on the District website and shall, in response to reasonable written requests, furnish any information which is relevant and necessary for negotiations or the processing of grievances, provided such information is not clearly confidential in nature. The Association agrees to pay the cost of duplicating any such information if extra copies are not available. The Board shall not be required to collect or collate any data or information, nor furnish any requested information more than once.

2.9 Student Discipline - The employee has the responsibility for the maintenance of discipline within the classroom. The Board will provide support and assistance, where feasible and appropriate, to the employee in such maintenance of discipline.

- A.** In cases of disruptive behavior or repeated insubordination, the employee may temporarily exclude a student from the classroom, except as otherwise specifically directed by the Board.
- B.** Any student excluded will be readmitted to class only when a written understanding regarding the terms of re-admittance is signed by the student and employee or with a written statement from the administrator in charge indicating that, if such is requested by the employee, an administrator-employee conference will be held for the purpose of reaching such understanding. If the foregoing procedures are followed, or the employee refuses to participate in the creation of a statement of re-admittance, the employee shall readmit the student.

2.10 Complaints Against Employees

- A.** When any administrator deems a complaint is serious enough to warrant possible disciplinary action against an employee, the employee shall be informed of the complaint as soon as possible, but in no case later than five (5) working days, pending availability, after receipt of the initial complaint. Board members shall be encouraged to refer complaints, which they may receive to the appropriate administrator.
- B.** No action, except as necessary, in the judgment of the Board, to protect the welfare of students, is to be taken pursuant to such a complaint, until the employee has been informed and has had ten (10) working days to respond. If the employee who has been complained of shall request, within five (5) employment days of notification of the complaint, a conference will be held between the appropriate administrator and the employee. At the request of the employee, the appropriate administrator will request the complainant to be present at the conference. By agreement of the employee and appropriate administrator, the parties may include such other persons in the conference, as they deem helpful to resolution of the alleged problem, which gave rise to the complaint.
- C.** Should any written record, evaluation, or reprimand result from such a complaint, the employee shall have the right to attach written comments thereto. In such case, the original document shall have a notation added to the effect that comments are attached. Anonymous complaints shall not be the sole basis of disciplinary action. Anonymous complaints that are followed by an investigation may result in disciplinary action.
- D.** The timelines in this section shall be extended for days an employee is absent or unavailable, or by an emergency.

2.11 Parent Observation

Employees will be provided reasonable notice prior to visits to the classroom by a parent, advocate, or consultant. Generally, the notice shall be a minimum of one day. The notice shall include a statement of the purpose of the visit. The visitors shall be encouraged to schedule the visits at a mutually agreed to time where practical. These appointments shall be made with the full knowledge of the building principal.

2.12 Maintenance of Membership

Each employee may join the Association in accordance with the established procedures of the Association, a copy of which shall be furnished to the Board and be available in each attendance center.

The Association agrees to defend, indemnify, and hold the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

ARTICLE 3

Employment Conditions

3.1 Workday

A. Length of Workday - Employees shall be available at reasonable times before and after the student attendance day to meet their professional responsibilities to students and to parents and for participation in professional meetings in their buildings.

B. Responsibilities for Time Before and After the Student Attendance Day

1. Employees

Employees will accommodate reasonable expectations in regard to content, length, and frequency of professional responsibilities with colleagues, students, parents, and administrators.

2. Administrators

Administrators will accommodate reasonable expectations for the time spent by employees on professional responsibilities and will accept employee participation in the determination of the content, length, and frequency of meetings.

3. The Association

The Association will work cooperatively with administrators and employees to promote a positive, professional perspective on the nature and extent of professional responsibilities and will assist in the resolution of any disputes which arise over such professional responsibilities.

C. Collaboration and Preparation

The Board and the NUEA agree that collaboration and preparation time is an important component of the teachers' Professional Day. At each building the faculty and administration shall work collaboratively to accommodate the needs of the teachers to have self-directed preparation time to be used for activities that are directly related to their professional assignment. The faculty and administration shall also work collaboratively to address the administration interest that professional meetings and administration,

faculty, and staff collaboration are conducted with necessary frequency and at appropriate times.

D. Planning for Preparation and Meetings At least once yearly, building leadership and staff will discuss issues related to preparation time and meeting time and frequency before, during, and after the school day. These discussions may occur within the context of a previously established meeting.

E. Conflict Resolution

Employees, administrators, and the NUEA will work cooperatively to prevent and resolve conflicts regarding professional responsibilities. Conflicts over the before and after school time necessary for completion of professional responsibilities may be referred to the Instructional and Professional Concerns Committee (IPC), which may make recommendations to the parties for resolution.

The IPC may delegate this conflict resolution role to any other committee or body, which it deems appropriate.

3.2 Assignment

A. High Schools - Employees will be assigned 1250 minutes of instructional time per week and 125 minutes of supervision time per week divided into no more than 9 equal class periods with no more than 5 instructional periods per day, and up to two homeroom or intervention periods per week. Employees will have one (1) preparation period daily equal to a student class period. Employees will have one (1) lunch period daily equal to a student class period. Employees may elect with Board approval to be assigned 250 minutes of supervision time per week during one semester of the school year and zero minutes of supervision time per week during the other semester of the same school year. It is expressly understood that "supervision" may include student interaction and/or instructional assistance but shall not require formal instruction, lesson preparation or assessment.

A teacher may voluntarily accept a "zero hour" assignment. If such assignment is made, said teacher's schedule shall be adjusted to provide the same length workday.

Administration may implement an adjusted schedule to include an intervention or homeroom period up to two days per week. Intervention will consist of the following: support for students not meeting essential standards, extension for students already meeting standards, reassessment of students' abilities to meet or exceed essential standards as identified through the PLC or course team process applicable to that teacher's assigned courses. Homeroom minutes will be used to support students in developing non-academic skills as assigned by administration. For days that include an intervention or homeroom period, the regularly scheduled periods will be reduced by an equal number of minutes per period. Intervention and homeroom shall count as instructional minutes toward the assigned 1250 weekly amount. The length of an intervention period or homeroom period shall be no more than the length of the regularly scheduled periods in the adjusted schedule.

In the interest of transparency and collaboration between administration and staff, the Association and the Board will establish a High School Workday Committee at each high school comprised of 4 administrators and 4 Association-appointed members. The High School Workday Committee shall meet at least once each school year prior to May 1. At this meeting, the members of the High School Workday Committee may disclose any concerns or recommendations regarding the high school daily bell schedule.

The Association and the Board agree to consider, without any implication of any obligation for acceptance of, any alternative plans for student supervision proposed by the High School Design Teams during the period of effect of the negotiated agreement.

B. Junior High Schools -The junior high student day consists of nine periods. Math, Language Arts, Science, and Social Science teachers will have five (5) assigned periods, one (1) supervision period, two (2) preparation periods, and one (1) lunch period. Beginning the 2022-2023 school year, World Classical Language, Math, Language Arts, Science, and Social Science teachers will have five (5) assigned periods, one (1) supervision period, two (2) preparation periods, and one (1) lunch period. Upon agreement between the building principal and the employee, an employee may elect to have an additional assigned period and no supervision period. All junior high employees who do not teach the above - named subjects during the applicable school years will have six (6) assigned periods, two (2) preparation periods, and one (1) lunch period. A supervision period may include a supervised study period or support of classroom instruction. Supervised study is defined as a period of support, which may include based on student need: differentiated reteaching focused on meeting standards, providing retakes for assessments, social-emotional and executive functioning support, and delivering of targeted supports and extensions. Support of classroom instruction could include support under the direction of a specialist, pushing into classrooms to provide targeted instruction, and provide flexible support for students in various content areas. Supervision shall not require formal lesson preparation or grading beyond the core curriculum and formal assessment. Employees shall also be responsible for a reasonable amount of student supervision between classes and before and after school, except traveling junior high teachers will not be responsible for before or after school student supervision at their assigned junior high schools.

C. Early Childhood Center (ECC) - Preparation time will be provided between the morning dismissal of students and the afternoon arrival of students. EC teachers in the Extended Day program may have some preparation time occur after the dismissal of students in the Extended Day program. In no case shall an EC teacher receive less than one hundred fifty

(150) minutes of preparation time per week. When such plan time occurs, it shall consist of no fewer than twenty (20) consecutive minutes exclusive of lunch and travel time. All EC teachers are entitled to and will be provided at least a forty (40) consecutive minute duty free lunch each day.

Employees of the ECC shall be given first right of refusal to volunteer for summer diagnostic work. Preference shall be given to those employees who regularly engage in such diagnostic work for the EC Program. If summer diagnostic work is still available after EC employees have had an opportunity to volunteer, the work shall then be offered to any bargaining unit member qualified to do the work. Once current bargaining unit members have had an opportunity to volunteer for summer diagnostic work, the Board may offer the work to any person of their choosing. Summer diagnostic work cannot be required of members of the bargaining unit.

In the event a bargaining unit member is selected to do summer diagnostic work, such work must be done at the school site, unless approved by the supervisor to be accomplished "off-site". All bargaining unit members participating in summer diagnostic work shall be compensated at the rate of \$45.00 per hour.

Teachers working in a capacity of supporting parents as teachers shall either use their personal cell phone for business purposes or choose to be provided a district owned cell phone. The employee may choose between a district phone or use their personal phone for their job. If they use their personal phone, they may submit a request for reimbursement for the actual use. If they use a district provided phone, they will pay the district the monthly amount that the administrators are expected to pay for personal use of that phone, if they wish to use it as their personal phone also.

EC teachers will attend orientation, district parent/teacher conference dates, and open house. If those teachers do not need to be in attendance on those evenings, they may check with their administrator to determine a different evening they will work.

D. Elementary Schools - Elementary school teachers, including all day kindergarten

teachers, with classroom instructional responsibilities shall have an average of not more than twenty-six and one-quarter (26 1/4) hours per week of instructional time, except that half-day kindergarten teachers shall have an average of not more than twenty-five (25) hours of instructional time each week. Such employees shall typically have one hundred fifty (150) minutes of preparation time per week during the normal student day provided preparation time for half-day kindergarten teachers may be outside of the normal student day, in which event it shall be in lieu of the same amount of supervisory time.

Weekly preparation time provided under this section 3.2 (D) shall be scheduled for at least twenty (20) consecutive minute intervals.

Employees may be required to supervise students before and after the normal student day up to one hundred twenty (120) minutes per week. Recess supervision shall be deemed instructional time.

Administration-called grade-level meetings will be limited to no more than one within the student attendance day per week and shall not exceed 45 minutes. There shall be a limitation of no more than 105 minutes per week of administration-called meeting time held outside the student attendance day. The following meetings are not included within the limitations of this paragraph: (1) special education meetings as required by law and regulations; (2) meetings requested by a student's parent/guardian; (3) individual student planning meetings; (4) teacher evaluation meetings; and (5) teacher-called a teacher-directed team planning meetings.

E. Other Responsibilities - This Section (3.2) shall not be construed as altering the right of the Board as such existed prior to the Agreement to require employee participation in outdoor education, field trips, parent and/or student conferences, staffings, open houses, parent orientation, and student programs.

Participation in any other after school events or extracurricular duties shall be entirely voluntary.

F. Unbalanced Workload Schedule - When essential to maintain full time assignments and only to the extent necessary for the scheduling of students, the Board may assign unbalanced workloads, with a maximum of six (6) classes for high school and junior high school reading, mathematics, language arts, science, and social studies teachers and seven (7) classes for junior high exploratory teachers. If a teacher's workload is so structured, the majority of the supervision will be scheduled in the lighter semester. The Association will be advised of such unbalanced workloads. This provision shall not preclude unbalanced workloads for part time teachers.

3.3 Employee Lunch Period - Each employee shall have a duty-free lunch period equal to that of the students or a minimum of one-half (1/2) hour. Elementary school employees shall have a forty (40) consecutive minute duty free lunch.

3.4 Personal Property Loss - The District will pay for glasses, personal assistive devices needed to perform essential life activities, and other personal electronic devices customarily carried and used in the workplace such as cell phones, broken or damaged while an employee is on the job, so long as the damage or loss is not attributable to the employee's negligence. (Damage shall be interpreted as to include dropping of glasses, personal devices, or personal items into any place where the location is known but from which the glasses or item/s cannot be retrieved). Notification of damage or breakage must be made to the District Business Office by the employee's supervisor, prior to the employee securing the necessary repairs. The District reserves the right to select the institution that makes the repairs. The District will reimburse up to \$500 per occurrence for repair of a covered item or towards an individual's insurance deductible.

3.5 Student/Parent Orientation - Employees who serve as school counselors in the District shall attend and participate in a maximum of six (6) evening meetings that are specifically related to and are a necessary part of the employee's school counselor assignment.

3.6 Travel Time - Travel time for instructional staff required to commute between two or more buildings shall be realistic in light of professional responsibilities and time requirements that do not interfere with the duty free time of employees. There shall be adequate parking designated for traveling teachers

3.7 Meetings Outside the Instructional Day - Friday, after school, is excluded as a meeting day requiring employee attendance. The administration is encouraged to give sufficient notice of all meetings

3.8 Contract Year - The basis for the calculation of an employee's per diem rate of pay shall be the actual number of days in that employee's work year. The employee work year shall not exceed 188 days including 5 emergency days authorized by law. One of the workdays shall be

placed prior to the first day of student attendance and shall be designated as a non-structured teacher workday. No meetings shall be conducted during this day.

3.9 Aide Time

A. High Schools - If the average student/teacher load for students enrolled during instructional time in any high school department (excluding typing, physical education, driver's education and music) shall exceed one hundred sixty (160), such department shall be provided with a clerical aide for at least four (4) hours each teacher employment day. The average student/teacher load shall be computed as provided in subsection D below. Employees who teach less than five classes in a department will be counted pro-rata in computing student/teacher load.

B. Junior High Schools - If a teacher in the junior high school who is assigned to teach reading, mathematics, language arts, science, social studies, Art, PLTW, Foreign Languages, and Family and Consumer Science has more than one hundred sixty (160) students enrolled during the teacher's instructional time per day, thirty (30) minutes plus five (5) minutes per student in excess of one hundred sixty-seven (167) of aide time will be allotted. The total allotted aide time in each building will be assigned by the building principal to the appropriate team. If there are any problems with the allocation of aide time, the teacher or teachers affected may discuss the matter with the building principal. Full-time traveling teachers in Art, PLTW, Foreign Languages, and Family and Consumer Science shall be entitled to thirty (30) minutes of aide time per day.

C. Elementary - K-5 instructional aide time will be provided, utilizing the following guidelines:

Grade K - Three (3) hours per day when enrollments reach 28.

Grade 1 - Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 28.

Grades 2-5 - Three and one-half (3 1/2) hours per day during periods of basic instruction when enrollments reach 30.

Special education students and E.L.L. students mainstreamed a minimum of two (2) academic classes will be counted in the enrollment figures for aide time calculation.

Any class section receiving paraprofessional support based on enrollment will have the same paraprofessional assigned to the specials classroom if the specials class occurs during that assigned paraprofessional's workday.

and a reasonable opportunity to review and respond to the information before a discipline decision is rendered. In instances where the District must release such a recording to a third party (other than law enforcement), the District will provide such notice to the Union and the employee before releasing.

Any use of livestreaming instruction in the classroom is subject to agreement by both the Board and the Association.

D. General – The assignment may be adjusted based upon student and teacher needs. The initial determination of the number of students shall be made on the 6th day of school pupil enrollment, and again on the last day of the month, which is closest to the end of a quarter. The allotted aide time will be provided within five (5) school days after the application review date. The Board shall make every effort to provide a substitute for an absent aide.

3.10 Parent Conference - Notwithstanding any other section of this Agreement, there shall be twice annual parent conferences, the schedule for which is not required to conform with the normal workday schedule, the length of which shall conform to the Guidelines established by the Regional Superintendent of Schools. Employees shall confer with parents from 5:00 p.m. until 8:30 p.m. On the day immediately following, employees shall confer with parents from 8:00 a.m. until 12:00 p.m., at which time employees are dismissed.

Parents may choose to confer in person during the scheduled conference time or may make arrangements with the teacher to confer by video conference during the scheduled conference time.

Principals will make a reasonable attempt to allow employees who are parents or legal guardians of students within the district to attend their students' conference(s) by video conference.

3.11 Use of Recordings – Audio and/or video security surveillance recordings of common areas will not be used for evaluative purposes. The recording of instruction for evaluation purposes may occur by mutual agreement of the employee and the evaluator.

When any audio or video recording received or obtained by the District contains information that may be used in a disciplinary proceeding, the District will provide notice to the Union and the employee of the information

ARTICLE 4

Employee Evaluation

- 4.1 Employee Evaluation** - The Board and the Association agree that employee evaluations shall be exclusively governed by the document developed by the PERA Joint Committee.
- 4.2 Evaluation Document** - The administration shall provide an electronic copy of the evaluation document to each employee on the first day of student attendance. This shall not preclude the administration's right to evaluate any employee when it is deemed necessary by the administration or from utilizing any person as an evaluator following the adoption by the Board of a notice of remedial warning.
- 4.3 Objections to Evaluation** - An employee who has received an unsatisfactory summative evaluation rating and disagrees with that rating may follow the procedures that have been mutually agreed upon by the PERA Joint Committee.
- 4.4 Evaluation Grievances** - Results of the evaluation including ratings of employees are not covered by this Agreement and are hence not subject to the grievance procedure (Article VIII), but the evaluation procedures prescribed by this Agreement are subject to the grievance procedure.

ARTICLE 5

Reduction in Force

- 5.1 Generally** - The Board and Association recognize the factors involving revenue, education programs and student enrollments may cause reduction in employees or teaching positions.
- 5.2 Determination and Notice of Dismissal** - When the Board, in its sole discretion, deems it necessary to decrease the number of certified bargaining unit members employed by the District, written notice shall be given to the employee by registered mail at least forty-five (45) days before the end of the school term, together with a statement on honorable dismissal and the reason therefor.
- The current reduction in force law with updates can be found at www.isbe.state.il.us
- 5.3 Breaks in Service** - The following employment, when it interrupts or is contiguous to full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted towards seniority:
1. Non-bargaining unit employment in the District, except as otherwise provided in this section;
 2. Non-paid leave of absence of thirty consecutive employment days or more.
- 5.4 Employees on Leaves of Absence** - Employees who have entered upon contractual continued service and who are on an approved leave of absence shall be subject to the foregoing reduction in force policy.

ARTICLE 6

Employee Compensation and Fringe Benefits

- 6.1 Experience Credit** - It is agreed that credit may be given for teaching experience obtained in Naperville and in school districts other than District 203.

When transferring from half-time to full-time within the school district, credit is given for one-half the number of years the employee has taught in the school district.

It is agreed that teaching credit will be given for military experience as provided for by law.

- 6.2 Compensation Schedule** - The compensation schedule shall be as set forth in Appendix A, which is attached to and incorporated in this agreement.

Further, school social workers, school psychologists, speech-language pathologists, occupational therapists, and physical therapists with forty-five (45) or more semester hours including those earned toward a master's degree shall be placed at the MA+15 level of the current teacher's salary schedule. Those who have earned a master's degree in a state approved master's program requiring sixty (60) or more semester hours shall be placed at the M.A. +36 level.

- A.** Because of the unique and specialized need for some nurse services to be performed prior to the first day of student attendance, each full-time nurse may request up to a total of 16 hours at \$40.00 per hour for time sheeted summer work. The request must specify the duties and is subject to administrator approval. Any pay granted under this provision may not result in the nurse receiving more than an annual 6% pay increase.
- B.** Because of the unique and specialized needs for some Learning Behavior Specialists to be performed prior to the first day of student attendance, each Learning Behavior Specialist and Related Services may request up to a total of 12 hours for time sheeted summer work paid at the rate identified in Appendix B, Section B.2. It is understood that this section applies also to teachers in Early Childhood classrooms. The request must specify the duties and is subject to administrator

approval. Any pay granted under this provision may not result in the Learning Behavior Specialists receiving more than an annual 6% pay increase.

- 6.3 Supplemental Jobs** - Added to Compensation Schedule - The supplemental pay schedule shall be as set forth in Appendix B, which is attached to and incorporated into this agreement.

Supplemental jobs are defined as any assignments that are in addition to the normal workday. These assignments may be made only with the consent of the employee.

- 6.4 Supplemental Pay Options** - Employees will receive supplemental pay (as listed under Appendix B.1) either in a lump sum on pay dates designated by the Business Office, or as an addition to the employee's regular salary in his/her paycheck each pay period. This determination shall be made by a designee of both the Board and the NUEA. In general, seasonal stipends shall be paid by lump sum, while non-seasonal stipends shall be divided by pay period.

- 6.5 Life Insurance** - The Board pays the entire premium cost for full-time employees for a \$50,000 term life insurance policy. Full-time employees have been defined as those who work for 5 or more hours per day for at least 36 weeks.

- 6.6 Hospitalization, Major Medical and Dental Insurance** - The cost of the hospital- medical-surgical and dental insurance program are shared through Board and employee contributions. The percent of premium costs underwritten by the Board for individual and family coverage is 85%; the employee contribution is 15%. Part-time employees' contributions will be administered in accordance with Section 6.14 of this Agreement.

- 6.7 Health Insurance Review Committee** - In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee, comprised of representatives from all employee groups currently participating in the Plan. The Association will appoint all teacher members to the Committee.

PURPOSE

- 1) Investigate our current program and make suggestions for cost savings.
- 2) Consider alternative insurance options, such as a PPO, HMO, etc., and make recommendations to their respective group based upon their comparisons.
- 3) Other charges as may be directed by the various affected employee groups.

The Committee will operate by consensus decision-making whenever possible.

It will make a report to the various employee groups 60 days prior to the anniversary date of the policy, which will allow time for action prior to the anniversary date of the policy.

6.8 Long Term Disability - Upon exhaustion of accumulated sick leave or 60 calendar days from becoming disabled, whichever is greater, the Board will provide each active employee, as defined by the insurance carrier, with long term disability insurance fully integrated with the Teacher Retirement System disability and/or its equivalent to a maximum of 70% of the employee's last annual salary at the time of disability, provided that, if the employee shall not have long term disability coverage, the limit shall be 60%. This benefit will be provided as long as such disability continues or until age 65, whichever is earlier. All employees shall be eligible for long-term disability regardless of preexisting conditions.

6.9 Professional Growth – The Board and the Association agree to use the procedures as outlined in Appendix C of this agreement.

6.10 Payroll Installments - During year one of this contract, contracts for employees shall be paid in at least 26 equal installments, distributed through direct deposit to the account and institution of the employee's choosing. Beginning in year two, such payments shall be made in at least 24 equal installments distributed through direct deposit to the account and institution of the employee's choosing. Employees eligible for benefits under the Illinois Municipal Retirement Fund (IMRF) who separate from their employment shall be paid their remaining salary earned for the year in which they separated in accordance with their regular semi-monthly equal installments provided under this Section 6.10.

6.11 Shelters/Payroll Deductions - At any time, the Board of Education may offer one (1) or more deferred compensation plans. Participation is limited to plans offered by the district with companies recognized as an approved provider by the Board of Education. To be recognized as an approved provider, the company must have all guidelines set forth by the Board of Education in order to maintain the integrity and availability of the plan.

The Board of Education will make the necessary deduction from the employees checks provided the amount to be deducted per teacher per paycheck shall be at least \$25. Monies deducted from employees' paychecks shall be transmitted to the appropriate agency on the same day employee paychecks are issued.

6.12 Mileage - Full and part-time employees required to use their automobiles to conduct their duties shall be reimbursed therefor at the rate authorized by the Internal Revenue Service. A full-time or part-time employee who is assigned to more than one building shall be reimbursed actual miles logged.

6.13 Retirement and Retirement Insurance Coverage

A. Teacher Retirement Insurance Program (TRIP) (IMRF) (benefit to be included here) - An employee who, after twelve (12) years (full-time equivalent) service to the District, retires to receive a retirement annuity from the Illinois Teachers' Retirement System (TRS) under the regular retirement option and who has participated in the District's medical, hospital, and dental insurance plans for at least the nine (9) years immediately prior to retirement, shall be reimbursed, upon verification of such payments by the Board. This amount shall be paid up to a maximum of \$48,000 or for the actual premiums for up to ten (10)

years immediately subsequent to retirement, whichever shall first occur, for premiums paid for participation in the TRS health insurance program (or for the Retirement System's Medicare supplement program, if the employee is eligible for that program upon retirement or becomes eligible during the specified period) and for participation in the District's group dental insurance program.

The reimbursement shall be for individual or dependent coverage, dependent upon whichever coverage was in effect for that employee in the 9 years immediately prior to retirement. An employee wishing to qualify under this provision shall notify the Human Resources Office by February 1 of the year of retirement, which shall be effective at the end of the school year.

The amount of the benefit shall be linked to the number of years prior to retirement that an employee notifies the District of his or her intent to retire. In order to receive the benefit, an employee must file an irrevocable notice of retirement with the District, in writing, as described below.

In order to receive the full \$48,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final four years of employment prior to retirement. In order to receive a \$36,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final three years of employment prior to retirement. In order to receive a \$24,000 benefit, an employee must provide the irrevocable notice of retirement by February 1 of the year prior to the employee's final two years of employment prior to retirement. In order to receive a \$12,000 benefit, an employee must provide an irrevocable notice of retirement by February 1 of the year prior to the employee's final year of employment prior to retirement. An employee providing less than the notice stated above shall not be eligible for the above referenced benefit.

Any employee who is eligible for the above referenced benefit as of 6-30-16 and provides or has provided irrevocable notice of retirement no later than the 2019/2020 school year to the District by September 30, 2016, shall qualify for the full \$48,000 benefit.

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child;
- b. Life threatening illness of educator, spouse, or child as certified by physician;
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

B. Furthermore, as a condition of receipt of these retirement benefits and prior to the receipt of such retirement benefits, the employee must sign a waiver allowing the TRS to release to the District information about the employee's service credit with TRS or the employee may, at his or her option, provide that information directly to the District. The employee must provide the District with all information relevant to the benefits provided by the District, but is not required to provide any other information.

C. No employee may combine these or any other negotiated retirement incentive with any retirement program or incentive provided by Federal or State statute or regulation which was not in effect on January 1, 1996.

6.14 Part-time Employees

A. The Board shall endeavor to fill vacancies by hiring full-time personnel rather than equivalent part-time personnel. Where necessary, part-time positions in two buildings will be combined to provide full-time employment. This provision shall not be interpreted to deny part-time employment when such is preferred by an employee.

B. Full-time employment shall be defined as continuing employment for a full workday as defined in Article III of this Agreement.

C. Part-time employees who work more than

twenty (20) hours per week may participate in group insurance plans by contributing pro rata share of the premiums which would be paid by the Board if they were full-time employees.

- D.** Part-time employees shall be paid pro rata according to the compensation schedule, Appendix A.

6.15 Employees on Unpaid Leave of Absence - Anything in this Agreement notwithstanding, the Board shall not be responsible for the payment of premiums for employees on leave of absence who do not qualify under the pertinent insurance coverage as active employees or otherwise are ineligible for such insurance coverage, except as required by law. With the consent of the carrier, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.

ARTICLE 7

Leaves

7.1 Sick Leave and Long-Term Disability

- A. All employees shall be granted fifteen (15) days of sick leave each year; except that during the 2021-2022 school year only, all employees shall be granted twenty (20) days of sick leave. Employee sick leave days shall be accumulative to 365 days, provided that employees employed after the beginning of the school year are granted a *pro rata* share of the annual allowance based upon one and one-half days for each month or major fraction of the month worked between the day of employment and the end of the school year.
- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household (as defined by The School Code). Sick leave shall not be granted for procedures, which in the opinion of the teacher's physician may be deferred to a recess or vacation period. As used herein, "serious illness" shall mean a medical emergency or a threat to the life of the family member.

Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care as provided under Section 24-6 of the Illinois School Code. In addition to the 30 days of paid sick leave available for the employee's use because of birth, adoption, placement for adoption, and the acceptance of a child in need of foster care under Section 24-6 of the Illinois School Code, an employee may apply a maximum of twenty (20) additional accumulated sick days for birth, adoption, placement for adoption, and the acceptance of a child in need of foster care that are not dependent on the need to recover from childbirth within the applicable Family and Medical Leave Act ("FMLA") period. Employees who are not eligible for leave under the FMLA may still use the additional twenty (20) accumulated sick days provided herein within the time period that the FMLA leave would have applied if eligible.

Sick leave may be granted a teacher in the

event of the death of a person not covered herein, by the building principal or the Chief Human Resources Officer.

- C. The Board shall establish a Sick Leave Bank for use for continuous, long-term major disability or illness of tenured employees. If the Bank shall ever fall below three hundred (300), each employee shall thereupon contribute one (1) day to the Bank, such day to be deducted from the employee's accumulated sick leave. In the event that a retiring employee has available sick leave days that are not required for TRS retirement purposes, the employee may donate no more than five (5) days to the Sick Leave Bank no later than the last day of teacher attendance.

To be eligible for use of sick leave days from the Bank, an employee must:

1. have exhausted his / her accumulated sick leave;
2. have a major personal disability or major personal illness which requires continuous and prolonged absence from work;
3. submit a physician's statement verifying the major illness or disability which makes it impossible for the employee to perform his / her assigned duties, provided that the Board retains the right to have the employee examined by a physician selected by the Board;
4. not utilize the Bank for other than personal illness for which sick leave pursuant to Section 7.1 would be applicable. The initiation of use of the Bank shall not begin until a period of four (4) days without salary shall have elapsed for each such illness or disability, provided the foregoing four (4) day period shall not apply if the illness shall have been of at least sixty (60) calendar days duration.

An employee shall not be eligible to use more than sixty (60) days from the Bank for any single illness or disability, provided that if the use of the Bank shall extend into a second school term, the

total number of days shall not exceed sixty (60).

5. When an employee files an application for disability payments with the TRS and /or Social Security Administration and/or the District 203 long-term disability program, such application shall be deemed notice to the Board of relinquishment of all future participation in the Bank with respect to such illness or disability, effective with the implementation of such payments.

7.2 Personal Leave - Each teacher shall be granted two (2) days of personal leave each contract year, noncumulative, to any other contract year, provided that under no circumstances shall a teacher use a personal leave day in order to work at a job or position for which the teacher is in any way compensated. A written request for such an absence must be submitted to the principal at least two (2) workdays prior to the leave except in the event of an emergency, in which case a verbal request may be made. Personal leave, other than an emergency or for personal business which cannot be scheduled at any other time, shall not be granted on a workday prior to or immediately following a school holiday, vacation, or the end of a school semester or term. Requests for use of personal leave prior to or immediately following a school holiday, vacation, or the end of a school semester or term, must be submitted in writing to the Superintendent or designee and be accompanied by an explanation of the request. Approval or denial of such is at the discretion of the Superintendent or designee and any approval or denial shall not be precedential regarding any other such request. Two additional personal leave days shall be granted to those employees taking part in religious observances on recognized religious holidays of their faith not otherwise scheduled as school holidays. Unused personal leave shall accumulate as sick leave without regard to the maximum accumulation set forth in section 7.1 of this Article.

Personal days may be used during the months of May and June only for non-recreational personal business which cannot be conducted at any other time.

Notwithstanding the above, an employee who utilizes zero (0) personal days, including the carryover day referenced here during a school year may carry over one (1) personal day to the subsequent school year for a maximum of three (3) available days. The third carry over day may be used only for non-recreational personal business, which cannot be conducted at any other time. Non-

carry over days shall continue to accumulate as sick days.

7.3 Parental Leave of Absence - An employee shall be eligible for parental leave of absence without pay or other benefits subject to the following conditions:(As used herein, "Employee" means a full-time employee who will have completed four (4) years of full-time service.)

In the case of an employee completing his/her fourth probationary year, a decision by the Board not to renew such employee's contract will cancel any previously approved leave.

- A.** The employee shall advise the Superintendent or designee of the employee's pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, the employee shall provide a written statement from the employee's obstetrician or physician, where applicable, indicating the expected date of delivery. Application for a parental leave of absence shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.
- B.** After consultation with the employee, the Superintendent or designee shall prepare for the commencement and termination dates of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the employee. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. During such leave the employee shall be able to apply accumulated sick leave to any workdays on which the employee is incapacitated due to pregnancy, childbirth or recovery therefrom. If the employee is participating in the District's health/ major medical insurance program, the Board's contribution thereto shall continue at the same rate during the period of utilization of

sick leave.

Such leaves which commence during the summer recess shall begin no later than July 1st.

The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

This subsection shall not be construed as to deny any employee any rights which are applicable under state or federal law.

- C. Any employee desiring an adoption leave of absence as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon initiation of such adoption proceedings. Leave of absence shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This section shall not be applicable if the adoptive child is attending school (except kindergarten).
 - D. Nothing in this policy shall be construed as requiring any employee to apply for a parental leave of absence. An employee not eligible for or not desiring parental leave of absence may utilize accumulated sick leave during any period of disability related to pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay or other benefits during such period of disability. Such employee shall return to employment immediately following the termination of actual disability.
 - E. Employees who are partners of a person who has given birth shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy.
- #### 7.4 Association Leave
- A. The Association shall have the right to designate employees to attend the annual IEA convention provided such employees are eligible to serve as voting representatives at the convention and the number of employees so designated shall not exceed the number of voting delegates to which the Association would have been entitled pursuant to the formula in effect in the IEA Constitution/By-laws on May 1, 1987. The identity of the employees so designated should be communicated in writing to the Superintendent or designee at least five (5) employment days in advance of the convention. Said representatives shall be excused without loss of salary. The Association shall reimburse the Board for the cost of substitutes.
 - B. The President of the Association will have released time up to one half (1/2) of his/her regular workload. Said leave shall be considered full time employment for the purpose of seniority. If mutually agreed, the President of the Association may be released for up to full time, in which case the Association would reimburse the Board for an agreed upon amount. In addition, the President may himself / herself take or designate others to take up to 50 days or the equivalent of 300 periods of release time per year to conduct Association business. The Association shall reimburse the Board for the President's released time at the *pro rata* portion of the starting (BA Step 0) salary. Released time for less than a half-day per employee shall be obtained by "internal substitution" procedures. Half-day or full-day requests shall normally be made one day in advance and approved by the principal without precedent and in his/her sole discretion. The maximum amount of released time shall be adhered to, except in emergency situations approved by the Superintendent. The Association and the Board shall share equally in the cost of substitutes for the additional days / periods of released time.
 - C. A mutually acceptable annual plan for the President's release time shall be adopted. The Association will make its

reimbursements twice yearly, at the semester and the end of the year.

- D.** Released time necessary for the fulfillment of his/her office shall be granted to each employee holding elective office in the National Education Association or Illinois Education Association. Such released time shall be limited to seven (7) days per contract year. Released time for a period shall be obtained by internal substitution procedures. Half or full day requests should normally be made one day in advance and approved by the principal. The Association shall reimburse the Board for the cost of substitutes. The employees involved shall report to the District Business Office any such absences within ten (10) days as verification of the financial obligations of the Agreement. In lieu of the above seven (7) days, an employee holding elective office in the National Education Association, who is not subject to the President of the Association leave in 7.4 .B., may be released for up to fifteen (15) days for the fulfillment of his/her office.
- E.** A teacher who is elected to serve as an officer of the Illinois Education Association or the National Education Association shall, if he/she makes written application within ten (10) days of the election, be granted a leave of absence for the term of the office.

The Board of Education will provide the opportunity for the teacher to continue to participate in the health/dental insurance program for the duration of the leave at his/her expense.

Written notice of intent to return to active employment for the subsequent school year must be given at least one hundred twenty (120) calendar days prior to the first day of that school year, or within ten (10) days of election results whichever is later.

- 7.5 Jury Duty -** All employees who are subpoenaed as jurors will notify their principal as soon as possible after being subpoenaed. Subpoenaed employees who are required to serve as juror during a workday on which they otherwise would have been scheduled to work will receive their regular salary, provided they turn over to the District any fees received as jurors (excluding any reimbursement for expenses). Whenever feasible, employees called to jury duty shall report to work

at their school if it is reasonably possible to do this by noon.

- 7.6 Intent to Return -** In all instances where an employee is granted a leave of absence, either full time, part time or job sharing, which includes any portion thereof as unpaid leave, which leave is of eight (8) calendar months or more, as a condition thereof the employee shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave of intent to return to full time active employment at the conclusion of such leave or request to continue such full time, part time leave of absence or job share. If such leave of absence shall terminate prior to the end of the school term, (pursuant to section 7.3B) the written advisement of return shall be given no later than October 15 prior to the termination of the leave. In the event that a request for continuation of such leave of absence is denied, the employee has ten (10) school days from receipt of denial to elect to return to full time employment or resign from the district. Notification of denial must occur prior to May 1. If such notice of intent to return is not received by the Superintendent or designee by February 1 or October 1 (whichever shall be applicable), the Superintendent or designee shall promptly notify the employee of the February 15/October 15 deadline by telephoning or writing the employee at his/her last known residence. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District and shall also subject the employee to the liquidated damages provision herein. Failure of the Superintendent or designee to notify the employee shall not remove the employee's liquidated damages responsibility.

If an employee timely advises the Superintendent or designee of intent to return and fails to return to the employ of the District at the termination of the leave, the employee shall be liable to the District for liquidated damages in the amount of Five Hundred Dollars (\$500.00) provided such liability shall be waived where the teacher is unable to return due to permanent disability or death.

7.7 Salary Credit - Any employee who is employed one (1) semester, or an equal number of days of a school term during which he/she is on an unpaid leave, shall be entitled to such salary increase as prescribed by this Agreement as if the leave had not been granted.

7.8 Unemployment Compensation - An employee granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation for the period of such leave.

7.9 Application of Family and Medical Leave Act (FMLA) - These provisions for leaves of absence shall be interpreted in conformance with the FMLA. In addition, the twelve (12) month period of eligibility for FMLA benefits shall be from the first day of the employee's use until the anniversary of that date. The available FMLA leave shall include all other available leaves, including paid sick leave.

Anything in this Agreement notwithstanding, the Board will comply with the provisions of the Family and Medical Leave Act of 1993 and regulations there under, or as such statute and regulations may be amended.

7.10 Leaves of Absence - Other provisions of this agreement to the contrary notwithstanding, the Board may grant a tenured teacher a part-time or full-time leave of absence. Such leave shall not affect the tenure (contractual continued service) status of the teacher. If the leave is part-time, such teacher shall be treated as a part-time teacher for all other purposes. The Board has the discretion to not grant any requests for such leaves and any action taken upon any request shall not be precedential regarding any other requests. Full-time and part-time leaves may be granted for up to two (2) years within a five (5) year period of time, at which time, and at the Board's discretion and without precedential effect, may be extended on a case-by-case basis.

ARTICLE 8

Grievance Procedure

8.1 Purpose – The purpose of this procedure is to clarify channels of communication under provisions of the contract and to resolve any differences with respect to the interpretation of such provisions.

8.2 Definitions

A. Grievances – A grievance is any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this agreement.

B. Time Limits – All time limits consist of employee attendance days during the contract year and weekdays (Monday through Friday) excluding holidays during summer vacation.

C. Association Representation – Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee totaling three members. At least one Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association is notified and the solution is not inconsistent with the terms of this Agreement.

D. Administrative Representation – The administration shall have the right to have another administrator present for any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented.

8.3 Statement of Guidelines

A. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation.

B. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

C. The failure of any employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step as described under section 8.4 Procedures. The time limits, however, may be extended by mutual agreement.

D. Any employee may have the right to be represented in the grievance procedure. The employee may be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of any employee at a grievance hearing is requested by either party, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.

E. Any final disposition of grievance alleged by the Association to be in conflict with this agreement shall be grievable by the Association.

F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend; and will be held, insofar as possible, after regular school hours, or during nonteaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.

G. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

H. The Association's representative has the right to participate in the processing of grievance at any level. No employee shall be required to discuss any grievance if the Association's representative is not present.

I. Provided the Association and the Superintendent agree, Step# 1 and/or Step #2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at

Step #2.

- J. The administration and the Association will cooperate with each other in the investigation of any grievance, and, further, each will furnish such information as is requested by either party for the processing of any grievance.
- K. All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- L. A grievance may be withdrawn at any level without establishing a precedent, and if withdrawn shall be treated as though never having been filed.

8.4 Procedures

Step #1 - Every reasonable effort shall be made to resolve any potential grievance through informal discussion with the immediate supervisor and/or administrator whose determination or conduct is in question. If such informal discussion shall not resolve the issue and a formal grievance shall thereafter be filed, such discussion including any efforts to compromise the issue shall be treated in a confidential manner.

Step #2 - If the grievance cannot be resolved informally, the aggrieved may file the grievance in writing with his/her principal. The written grievance should state the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy requested. Filing of the written grievance at the second step must be done within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance or of the date when the grievant might reasonably have had knowledge of the event. The principal shall within seven (7) days of receipt of the grievance, convene a meeting to resolve the grievance.

Within seven (7) days of the Step #2 meeting, the principal shall issue a written response to the grievance. Copies of the response shall be sent to the grievant and to the Association.

Step #3 - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) days, of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or his designee, shall meet to resolve the grievance. The

Superintendent or his designee shall file an answer within seven (7) days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the Association.

Step #4 - If the grievance is not resolved satisfactorily, the Association may refer the grievance to arbitration by giving written notice to the Superintendent within fifteen (15) days of the Step #3 answer. The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association which shall act as administrator of the proceedings. The parties may by mutual agreement submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this Agreement. The arbitrator's decision shall be binding.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses. If one party requests a written transcript, that party shall pay the entire cost for the transcript. If both parties request a transcript, the cost shall be divided equally between the Board and the Association.

ARTICLE 9

Vacancies, Promotions and Transfers

9.1 Assignment and Posting - The Superintendent or designee shall assign and transfer all instructional personnel. Notification of vacancies covered by this agreement shall be sent to the Association electronically. Notices for positions covered by this Agreement shall include the title and the location. Nothing herein shall be construed to require the Board to fill any such position.

9.2 Notification of Assignment Employees shall be given notice of any change in their assignments for the forthcoming year no later than sixty (60) calendar days preceding the first attendance day of the new school term if then known, and there after as soon as possible, except that social workers and psychologists shall be given notice no later than thirty (30) calendar days preceding the last attendance day of the school term. In no event shall changes in the employees' assignments be made later than thirty (30) calendar days preceding the commencement of the next school term unless such change is necessitated by elimination of the employee's current position or an unforeseen vacancy which cannot be filled with a candidate acceptable to the Board, provided the Board shall not arbitrarily characterize a candidate as unacceptable. In such event, the employee shall be notified, and the employee be allowed to resign if such change is not acceptable to him/her, such resignation to be effective as soon as a suitable replacement can be employed, but in no event more than thirty (30) calendar days following the submission of the resignation, and provided any such resignation shall not be subject to the terms of any liquidated damages policy which the Board may have adopted. This section shall not apply to occupational and physical therapists.

9.3 Voluntary Transfer - Individuals desiring transfer within this district shall be given first consideration based on the following criteria:

- Contribution, which staff member, could make to students in new position.
- Qualifications of staff member compared to those of outside candidates both for position to be vacated and for position to be filled
- Length of continuous service in the Naperville Community Unit School District.
- Opportunity for professional growth.

- Desire of staff member regarding assignment or transfer.

Employees who apply for a bargaining unit position within the posted application period, and who have not been interviewed by the principal or appropriate supervisor for a similar position in the previous twelve (12) months, will be granted an interview or, if so requested, shall be provided an explanation for the denial of same.

9.4 Involuntary Transfer - If a transfer of an employee is objectionable to the employee, the employee shall have five (5) working days from receipt of transfer to reply in writing stating his/her position on the assignment change. Such employee statement shall be submitted to the Assistant Superintendent for Human Resources. The Administration shall present to the employee a written statement stating its position on the transfer at a time not to exceed five (5) working days after receiving the employee's notice.

Where the welfare of students is clearly involved, an involuntary transfer may be made immediately, provided the statement authorized herein shall nevertheless be submitted.

ARTICLE 10

Board Rights

10.1 The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the Naperville Community Unit School District 203 conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the work of its employees as related to the conduct of District affairs;
2. To hire all employees and, subject to provisions of law, to determine their qualifications, or their dismissal or demotion, and to evaluate, promote and transfer all such employees;
3. To establish grade levels and courses of instruction, including special programs and athletic, recreational or social events for students, all as deemed necessary or advisable by the Board;
4. To establish the curricula according to current written Board policy or as the same may from time to time be amended;
5. To determine class schedules, the student attendance day, and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing power, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the *Illinois School Code*.

ARTICLE 11

Non-interruption of Work

11.1 During the term of this Agreement the Association, its officers and representatives, and all employees covered by this Agreement will not instigate, promote, participate in or condone any strike, sympathy strike, slowdown or other concerted interruption of the operation of the District regardless of the reasons for so doing.

ARTICLE 12

Negotiation Procedure

12.1 Parties' Representatives - The Board and the Association agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment.

12.2 Negotiation Procedure - The administration will furnish to all members of the Joint Salary Committee data pertinent to the negotiations.

Negotiations shall commence on or before the first Wednesday in February of the calendar year in which this Agreement terminates, unless the parties shall otherwise mutually agree or unless some other timetable shall be prescribed by law.

When the parties have reached a tentative agreement, the matters agreed upon will be reduced to writing and presented to the memberships of the Naperville Unit Education Association and the Board of Education. When ratified by those separate memberships, the matters agreed upon will be incorporated into a revised edition of the agreement.

12.3 Stipend Committee - A stipend committee of ten (10) persons will be appointed no later than October 1st of each year. The committee will consist of five (5) members appointed by the Association President and five (5) appointed by the Board of Education. In addition, the Association and the Board may appoint two (2) additional members each at their discretion to the committee should they deem additional input would be appropriate.

The Association and the Board will each appoint the following members to the committee:

- 2 High school representatives (one athletic and one non-athletic);
- 1 Junior high representative;
- 1 Elementary representative; and
- 1 General Representative (e.g. Association Officer and a Central Administrator).

The committee:

- a) shall have a budget equal to one-half of the stipend base for each year.
- b) make recommendations to the Association and Board for adjustments in stipends which are within their budget parameters;
- c) shall periodically review evaluative criteria for placement of stipends on the schedule;
- d) may make recommendations that include requests for new stipends within the Committee's negotiated budget, and
- e) may initiate a project to gather job descriptions of the various stipend positions.
- f) develop posting guidelines and selection criteria with first preference to bargaining unit members.
- g) develop an evaluation process and make recommendations to the IPC.
- h) shall develop criteria by which new stipends are proposed and reviewed.

The above guidelines do not preclude the Board from creating or funding new positions on its own, provided the Committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the committee's negotiated budget.

12.4 Mediation - If either party calls for mediation pursuant to the provisions of the IELRA, the following procedure will be used:

- A. Within seven (7) working days of the call for mediation, the parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS).
- B. If for any reason the FMCS is unable to provide a mediator within twenty (20) calendar days of the request, the parties shall jointly utilize the services of the IELRB to provide a mediator.
- C. Nothing herein shall preclude the parties agreeing upon a mediator from any source.

D. Any costs of mediation will be shared equally by the parties.

12.5 Instructional and Professional Concerns

Committee - In the interest of fostering a positive relationship, the parties agree to establish an Instructional and Professional Collaboration Committee (IPC), composed of an equal number of employees appointed by the Association and administrators/ Board members. The Committee shall discuss matters of mutual concern, work to resolve issues and may make recommendations to the Board of Education and the Association that modify the Agreement or past practice. The Committee will meet at mutually convenient times. The IPC shall meet six times during the school year. An agenda of the subject /s to be discussed will be established at least 48 hours in advance of the meeting. It is expressly understood that these meetings do not constitute negotiations and that the contract is not reopened.

12.6 Agreement to Collaborate - The Board and the Association hereby agree to collaborate in order to provide opportunities for employee participation in decision making and to find ways to insure that the Agreement may be adaptable to change. This agreement to collaborate provides a process for the Board and the Association to change a term or terms of the Agreement, but does not itself change, diminish or expand the terms or scope of the collective bargaining agreement nor does it change the issues which are subject to bargaining.

This Agreement to collaborate does not eliminate the opportunity for the Board, directly or through its administration, and the Association to, from time to time, enter into limited, non-precedential agreements which differ from the negotiated agreement.

When either the Board or the Association wishes to take an action which would require a deviation from the terms of the collective bargaining agreement, that party may propose such action to the Instructional and Professional Concerns Committee (IPC). If the proposal is supported by the Board, acting directly or through its administration, and the Association, the IPC shall formulate a question for presentation to the employees affected. Approval by seventy-five (75) percent of those voting on that proposal shall result in implementation of that proposal.

12.7 Negotiated Committees

The IPC will be responsible for the establishment of Committees as mutually agreed to by the Board and the Association.

12.8 Economic Contingency

In the event of a legislative, regulatory, or economic change resulting in one or more of the following events, either party may demand that the contract be reopened for the limited purpose of bargaining the change or demand that the term of the contract accelerate to expire on the June 30th following the date of the event.

- A. The State of Illinois shifts the portion of TRS pension costs it pays to local school districts and the result is a substantial increase in District expenditures.
- B. External changes to the District's property tax extension authority and/or other external changes that result in a substantial negative impact on the District's ability to collect property taxes.

Where a demand to bargain is chosen, any agreed upon changes to the Agreement will take effect on the June 30th of the year following the completion of the bargaining. If a demand to accelerate is chosen, the Agreement will terminate on the June 30th following the demand to terminate.

ARTICLE 13

Academic Freedom

- 13.1 Definition** - Employees shall have reasonable freedom in the implementation of the curriculum. However, this does not preclude the right and the obligation of the Administration to question, instruct and direct. Employees shall implement the curriculum pursuant to the directions of the administration. Within this framework, the employee is free to present instructional materials which are pertinent to the subject and level taught within the appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures. In addition, employees shall be free to discuss all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

13.2 Procedure for Alleged Violations

- A. Any allegation that there has been a violation of academic freedom or any complaint, claim, or charge by a parent or administrator that any employee has exceeded his/her rights under this provision, shall not be subject to nor processed through the grievance and arbitration procedure provided by this Agreement, but shall instead first be discussed between the employee and principal, then between the employee and the Superintendent. Should resolution of the problem not be affected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee, which shall be composed of three persons and principal, then between the employee and the Superintendent. Should resolution of the problem not be affected, the allegation shall be submitted for deliberation and advice directly to an ad hoc committee, which shall be composed of three persons appointed by the Superintendent and three persons appointed by the Association, which shall make a written report to the Board through the Superintendent of its findings.

- B. Any expenses incurred by either party in preparing for or in making presentation to the ad hoc committee will be borne by the party incurring such expense. The findings of the committee will be forwarded to and considered by the Board before any final action is taken by the Board. The Board may set a reasonable time limit for the committee's deliberations. It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance; but shall be utilized only to process claims that academic freedom, as defined in this Article, has been clearly and positively breached by some specific, definite act or order of the administration.

- 13.3 Implications** - Nothing herein shall be construed as to imply the negotiability of matters relating to curriculum, textbook selection or the like.

ARTICLE 14

Effect of Agreement

- 14.1 Complete Understanding** - The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. The parties each voluntarily and unqualifiedly waive any right, which might otherwise exist under law to negotiate over any subject not specifically referred to, or covered in, this Agreement during the terms of this Agreement.
- 14.2 Individual Contracts** - Individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.
- 14.3 Savings Clause** - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 14.4 Term of Agreement** - This agreement shall be effective at midnight (12:00 A.M.) on the first teacher employment day of the 2021/2022 school year, and shall continue in effect until 11:59 p.m. on June 30, 2025.

In witness thereof:

*For the Naperville Unit
Education Association*

*For the Board of Education
School District 203*

Date _____

Date _____

APPENDIX A Compensation

C. **The Compensation Schedule** -The Compensation Schedules for 2021/22 through 2022/23 shall be as attached. As of the 2004/05 school year, the BA 36 and BA 48 columns will no longer be accessible for those who have not already attained either of these columns. As of the 2009-10 school year, the BA>Step 6, BA 12>Step 8, BA 24> Step 10 will no longer be accessible for those who have not already attained these columns. As of the 2013-14 school year, the BA 12>Step6, BA24> 6, will no longer be accessible for those who have not already attained these columns. Those who have attained these columns by this school year may remain in them.

Educators on Step 22 during the 2020/21 school year will move to Step 23 for the 2021/22 school year. After the 2021/22 school year, any educator who reached Step 23 in a previous school year will also receive an annual longevity base salary increase of up to \$900, but no more than 100% CPI as reported by the Illinois Department of Revenue for December of the applicable year as identified in the chart below, for each year worked after the first year in which the educator reached Step 23.

For the 2023/24 and 2024/25 school years, the salary schedule will be increased by 67% of the Property Tax Extension Limitation Law CPI as reported by the Illinois Department of Revenue for December of the applicable year as identified in the chart below.

Calendar Year CPI for 2021	FY 23-24 SalarySchedule
Calendar Year CPI for 2022	FY 24-25 SalarySchedule

A.2 Teacher Retirement System (TRS) and Teacher Retirement Insurance (TRIP) -

The Board shall remit for each teacher the amount due such teacher pursuant to the Compensation Schedule of this Agreement to TRS and TRIP. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and assumption and payment of teachers' required contribution to TRS as a condition of employment made in order to secure the teacher's future services, knowledge and experience.

The obligation of the Board hereunder shall cease upon a determination by the Internal Revenue Service or a court of competent jurisdiction that such Board paid retirement is prohibited by law or is ineffective in sheltering the designated portion of the teachers' salaries.

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

A.3 Cafeteria Plan Provision -The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year (subject to the applicable limits under the Code). The amount elected shall be deducted from the teacher's compensation along with deduction of contributions to TRS. The plan year shall be January 1 through December 31. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental or other insurance offered by the District, single or dependent coverage. To the extent such premiums are not paid by the Board.
- b. Reimbursement for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code, up to the limit under Section 125(i) of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to \$5,000 or \$2,500 if married participant files separate return.

The amounts designated may not be changed during the plan year except as provided under the plan, which shall allow for changes to the extent permitted by the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
2021-22 TEACHERS' SALARY SCHEDULE

				<----- Career 203 Points ----->					
	BA+0	BA+12	BA+24	0	120	240	360	420	540
				MA+0	MA+12	MA+24	MA+36	MA+42	MA+54
0	\$50,380	\$51,287	\$53,014	\$56,652	\$59,428	\$62,198	\$64,974	\$67,709	\$69,724
	1.0000	1.0180	1.0523	1.1245	1.1796	1.2346	1.2897	1.3440	1.3840
1	\$51,245	\$52,587	\$54,313	\$58,596	\$61,372	\$64,143	\$66,918	\$69,654	\$71,670
	1.0172	1.0438	1.0781	1.1631	1.2182	1.2732	1.3283	1.3826	1.4226
2	\$52,108	\$53,880	\$55,608	\$60,541	\$63,317	\$66,087	\$68,863	\$71,599	\$73,613
	1.0343	1.0695	1.1038	1.2017	1.2568	1.3118	1.3669	1.4212	1.4612
3	\$52,974	\$55,176	\$56,903	\$62,486	\$65,262	\$68,032	\$70,808	\$73,543	\$75,559
	1.0515	1.0952	1.1295	1.2403	1.2954	1.3504	1.4055	1.4598	1.4998
4	\$53,834	\$56,476	\$58,204	\$64,436	\$67,206	\$69,976	\$72,753	\$75,488	\$77,502
	1.0686	1.1210	1.1553	1.2790	1.3340	1.3890	1.4441	1.4984	1.5383
5	\$54,702	\$57,840	\$59,567	\$66,556	\$69,151	\$71,926	\$74,698	\$77,433	\$79,449
	1.0858	1.1481	1.1824	1.3211	1.3726	1.4277	1.4827	1.5370	1.5770
6	\$56,142	\$59,211	\$60,938	\$68,576	\$71,165	\$73,941	\$76,712	\$79,454	\$81,470
	1.1144	1.1753	1.2096	1.3612	1.4126	1.4677	1.5227	1.5771	1.6171
7				\$70,592	\$73,186	\$74,698	\$78,733	\$81,470	\$83,483
				1.4012	1.4527	1.4827	1.5628	1.6171	1.6571
8				\$72,606	\$75,202	\$76,718	\$80,749	\$83,483	\$85,499
				1.4412	1.4927	1.5228	1.6028	1.6571	1.6971
9				\$74,627	\$77,216	\$78,733	\$82,763	\$85,503	\$87,518
				1.4813	1.5327	1.5628	1.6428	1.6972	1.7372
10				\$76,642	\$79,236	\$80,749	\$84,784	\$87,518	\$89,533
				1.5213	1.5728	1.6028	1.6829	1.7372	1.7772
11				\$78,804	\$81,398	\$82,909	\$86,945	\$89,680	\$91,696
				1.5642	1.6157	1.6457	1.7258	1.7801	1.8201
12				\$80,964	\$83,559	\$85,070	\$89,105	\$91,842	\$93,857
				1.6071	1.6586	1.6886	1.7687	1.8230	1.8630
13				\$83,126	\$85,721	\$87,232	\$91,267	\$94,003	\$96,018
				1.6500	1.7015	1.7315	1.8116	1.8659	1.9059
14				\$85,286	\$87,882	\$89,394	\$93,425	\$96,163	\$98,179
				1.6929	1.7444	1.7744	1.8544	1.9088	1.9488
15				\$87,449	\$90,038	\$91,554	\$95,585	\$98,325	\$100,340
				1.7358	1.7872	1.8173	1.8973	1.9517	1.9917
16					\$92,492	\$94,003	\$98,039	\$100,773	\$103,294
					1.8359	1.8659	1.9460	2.0003	2.0503
17					\$94,940	\$96,451	\$100,487	\$103,222	\$105,742
					1.8845	1.9145	1.9946	2.0489	2.0989
18					\$97,389	\$98,899	\$102,935	\$105,670	\$108,190
					1.9331	1.9631	2.0432	2.0975	2.1475
19					\$99,837	\$101,348	\$105,384	\$108,119	\$110,638
					1.9817	2.0117	2.0918	2.1461	2.1961
20					\$102,285	\$104,809	\$109,126	\$111,868	\$114,386
					2.0303	2.0804	2.1661	2.2205	2.2705
21					\$104,734	\$108,265	\$112,875	\$115,610	\$118,130
					2.0789	2.1490	2.2405	2.2948	2.3448
22					\$107,219	\$111,699	\$114,849	\$117,732	\$122,019
					2.1282	2.2171	2.2797	2.3369	2.4220
23					\$109,685	\$114,268	\$117,491	\$120,440	\$124,825
					2.1772	2.2681	2.3321	2.3906	2.4777

Note: All NUEA members employed the prior year in this schedule will advance one Step, if available.
If no salary is listed the Step is not available and advancement will not occur.

NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
2022-23 TEACHERS' SALARY SCHEDULE

				Career 203 Points					
				0	120	240	360	420	540
	BA+0	BA+12	BA+24	MA+0	MA+12	MA+24	MA+36	MA+42	MA+54
0	\$50,849	\$51,764	\$53,507	\$57,179	\$59,981	\$62,776	\$65,578	\$68,339	\$70,372
	1.0000	1.0180	1.0523	1.1245	1.1796	1.2346	1.2897	1.3440	1.3839
1	\$51,722	\$53,076	\$54,818	\$59,141	\$61,943	\$64,740	\$67,540	\$70,302	\$72,337
	1.0172	1.0438	1.0781	1.1631	1.2182	1.2732	1.3282	1.3826	1.4226
2	\$52,593	\$54,381	\$56,125	\$61,104	\$63,906	\$66,702	\$69,503	\$72,265	\$74,298
	1.0343	1.0695	1.1038	1.2017	1.2568	1.3118	1.3669	1.4212	1.4611
3	\$53,467	\$55,689	\$57,432	\$63,067	\$65,869	\$68,665	\$71,467	\$74,227	\$76,262
	1.0515	1.0952	1.1295	1.2403	1.2954	1.3504	1.4055	1.4598	1.4998
4	\$54,335	\$57,001	\$58,745	\$65,035	\$67,831	\$70,627	\$73,430	\$76,190	\$78,223
	1.0686	1.1210	1.1553	1.2790	1.3340	1.3890	1.4441	1.4984	1.5383
5	\$55,211	\$58,378	\$60,121	\$67,175	\$69,794	\$72,595	\$75,393	\$78,153	\$80,188
	1.0858	1.1481	1.1823	1.3211	1.3726	1.4277	1.4827	1.5370	1.5770
6	\$56,664	\$59,762	\$61,505	\$69,214	\$71,827	\$74,629	\$77,425	\$80,193	\$82,228
	1.1144	1.1753	1.2096	1.3612	1.4126	1.4677	1.5226	1.5771	1.6171
7				\$71,248	\$73,867	\$75,393	\$79,465	\$82,228	\$84,259
				1.4012	1.4527	1.4827	1.5628	1.6171	1.6570
8				\$73,281	\$75,901	\$77,431	\$81,500	\$84,259	\$86,294
				1.4411	1.4927	1.5228	1.6028	1.6570	1.6971
9				\$75,321	\$77,934	\$79,465	\$83,533	\$86,298	\$88,332
				1.4813	1.5327	1.5628	1.6428	1.6971	1.7371
10				\$77,355	\$79,973	\$81,500	\$85,572	\$88,332	\$90,366
				1.5213	1.5728	1.6028	1.6829	1.7371	1.7771
11				\$79,537	\$82,155	\$83,680	\$87,754	\$90,514	\$92,549
				1.5642	1.6157	1.6457	1.7258	1.7801	1.8201
12				\$81,717	\$84,336	\$85,861	\$89,934	\$92,696	\$94,730
				1.6071	1.6586	1.6885	1.7686	1.8230	1.8630
13				\$83,899	\$86,518	\$88,043	\$92,116	\$94,877	\$96,911
				1.6500	1.7015	1.7315	1.8116	1.8659	1.9059
14				\$86,079	\$88,699	\$90,225	\$94,294	\$97,057	\$99,092
				1.6928	1.7444	1.7744	1.8544	1.9087	1.9488
15				\$88,262	\$90,875	\$92,405	\$96,474	\$99,239	\$101,273
				1.7358	1.7872	1.8172	1.8973	1.9516	1.9916
16					\$93,352	\$94,877	\$98,951	\$101,710	\$104,255
					1.8359	1.8659	1.9460	2.0002	2.0503
17					\$95,823	\$97,348	\$101,422	\$104,182	\$106,725
					1.8845	1.9145	1.9946	2.0489	2.0989
18					\$98,295	\$99,819	\$103,892	\$106,653	\$109,196
					1.9331	1.9630	2.0431	2.0974	2.1475
19					\$100,765	\$102,291	\$106,364	\$109,124	\$111,667
					1.9817	2.0117	2.0918	2.1460	2.1961
20					\$103,236	\$105,784	\$110,141	\$112,908	\$115,450
					2.0302	2.0804	2.1660	2.2205	2.2704
21					\$105,708	\$109,272	\$113,925	\$116,685	\$119,229
					2.0789	2.1490	2.2405	2.2947	2.3448
22					\$108,216	\$112,738	\$115,917	\$118,827	\$123,154
					2.1282	2.2171	2.2796	2.3369	2.4220
23					\$110,705	\$115,331	\$118,584	\$121,560	\$125,986
					2.1771	2.2681	2.3321	2.3906	2.4776
L1					\$111,221	\$115,868	\$119,136	\$122,126	\$126,573

Note: All NUEA members employed the prior year in this schedule will advance one Step, if available.
If no salary is listed the Step is not available and advancement will not occur.

APPENDIX B

Supplemental Compensation

B.0 Computation -All indices in this Appendix are based on the Stipend Base of BAO Step 0 for each year of the contract as indicated in Appendix A. To determine the current amount, multiply the current base by the appropriate index.

B.1 Extracurricular Increments for Duties Performed. The following schedules are posted on the Naperville CUSD 203 website at naperville203.org:

- High School Athletics Stipend Schedule
- High School Non-Athletics Stipend Schedule
- Junior High Athletics Stipend Schedule
- Junior High Non-Athletics Stipend Schedule
- Elementary Stipend Schedule

B.3 Teachers' Summer School, Curriculum Development, and Supervision Pay

- A.** The rate of pay for certified teaching staff for teaching summer school shall be \$40.00 per hour.
- B.** The rate of pay for curriculum and program development work that does not constitute Career 203 work shall be \$31.00 per hour.
- C.** The rate of pay for non-teaching summer school work shall be \$29.00 per hour.

B.4 Extra Pay for Extra Work - It is agreed that the Board will recognize several situations which require extra pay for extra work. These categories are as follows:

- A. Extra Period Assignment** - In the event that a teacher is requested to teach an additional period for an entire school year, the rate is established at one-sixth of the teacher's base pay.
- B. Internal Substitution** - Occasionally, teachers are requested to serve as internal substitutes because a regular, qualified substitute is not available. In these situations, the rate will be \$29.00 per hour or per period, whichever is applicable.
- C. Lunchroom Supervision** - \$29.00 per

hour or the rate established by the Board for non-bargaining unit members, whichever is greater. Teachers have the option of not being assigned more than one-half hour.

D. Saturday Morning Detention Period - Teachers who choose to supervise a Saturday morning detention assignment shall be paid at the rate of \$29.00 per hour.

E. Non-Transcript Professional Growth Experiences - Teachers who participate in District approved workshops and projects which are not part of regular professional responsibilities will be compensated at the rate of \$19.00 per hour for non-teaching summer school. The Board shall have the sole discretion, without establishing a precedent, to determine whether a teacher may participate in such workshop or project. Except in the case of a voluntary class or project auditing, approved participants will be compensated.

B.5 Experience Credit - The step on the index will be determined by the years of experience in performing the particular activity, provided effective with the 1995- 96 school year an assistant coach or sponsor or a junior high coach or sponsor moving to a head high school coaching or sponsoring position in the same sport or activity shall be credited with his/her first five years of assistant coaching or sponsoring experience and one-half of any additional years. Any junior high coach or sponsor moving to an assistant high school coaching position in the same sport* or activity shall be given full experience credit. Likewise any high school coach or sponsor moving to a junior high school coaching or sponsoring position shall be given full experience credit at a one-for-one exchange rate. *Softball and Baseball shall be considered to be "the same sport."

B.6 Stipend Qualification - The Board shall give consideration to all qualified NUEA bargaining unit members for any stipend positions. All open stipend positions shall be posted until filled.

B.7 Adjustments - If changes in assignments are made after October 1, adjustments in compensation will be made within six weeks.

APPENDIX C

Career 203

Professional Growth Plan

BENEFITS AND ATTRIBUTES OF CAREER 203

Career 203 is District 203's professional development model created to maintain ongoing, relevant and rigorous professional development (PD) in order to fulfill the evolving needs of the students. Career 203 is grounded in research proving that educators who are continuously learning and improving their practice contribute in significant and meaningful ways to positive student growth.

Professional development experiences within Career 203 are referred to as "bricks." The "bricks" are used to "pave" one's career path. Educators work collaboratively with a designated administrator to establish a career path. Career 203 offers 4 predesigned career paths and an individualized career path. The individualized career path permits educators to work with their designated administrator to create a career path unique to his/her goals, aligned with the District mission, by assembling bricks from the predesigned paths.

Benefits and Attributes of the Model:

1. Encourages professional mastery: The model encourages certified staff to pursue progressive and purposeful learning and growth throughout their careers, building a culture of professional excellence.
2. Recognizes individual needs and aspirations: The brick opportunities from the four distinct paths of the model allow educators to mold their careers in accordance with their own goals and needs while helping the district fulfill its mission.
3. Offers variety and choice: Professional development options are diverse including a myriad of avenues for learning. These avenues include PD options that are current as well as original, innovative options.
4. Fosters recruitment and retention: Clearly defined career paths supplied by a robust professional development system help attract highly qualified staff and lead to greater job satisfaction over an educator's career.
5. Uniquely suited for Naperville 203: The system was collaboratively designed by a 12-person committee of six administrators and six members of the Naperville Unit Education

Association (NUEA).

STANDARDS

In order to improve student learning, Career 203 requires its professional development model to meet the following standards:

Rigor

The professional development activities undertaken by staff must be educationally credible and intellectually challenging and require reflection and application on the part of the participating educator.

Relevance

The professional development activities undertaken by staff must be aligned with the district mission and vision, the needs of students, the district curriculum, and state and national student learning standards. Also considered within the relevance standard are the current and changing demographics of staff and students as well as the future impact of professional development on the students, the educator, the school and the district.

Efficiency and Transparency

Career 203 is committed to creating a high level of openness, communication and collaboration that promote the efficiency of the professional development program.

Accountability

The professional development program ensures completion can be verified and the newly acquired skill or knowledge is demonstrated within one's work setting, is observable and is supported by evidence.

Collaboration

Career 203 fosters educator collaboration for the construction of knowledge with the ultimate goal of improving student learning. A positive correlation must exist between strong collegial relationships and student achievement.

See Career 203 Implementation Guide for the most current information on Career 203.

TRANSITION GUIDELINES TO CAREER 203

1. A career collaboration meeting with a designated administrator is required as entry into Career 203. The goal of the career collaboration meeting is to establish an educator's career path.
2. Career 203 career paths may be filed beginning July 1, 2013 following the educator's career

collaboration meeting with his/her designated administrator. Professional development activities under Career 203 begin implementation July 1, 2013.

3. Each credit hour given salary credit prior to July 1, 2013 shall be worth 10 points.
4. Educators enrolled in a post-graduate degree program prior to July 1, 2013 shall earn 10 points per credit hour for the remainder of the District approved program credits only.
5. Individual courses approved and not yet completed prior to July 1, 2013 shall earn 10 points per credit hour.
6. Summer professional learning experiences approved prior to July 1, 2013 will follow 2012-2013 NUEA contract guidelines.
7. Educators currently holding National Board Certification shall earn the stipend amount as per Career 203 guidelines.
8. Educators currently earning the hourly stipend for participating in a professional development experience shall complete their current role at the current hourly pay.
9. Educators participating in activities similar to Career 203 bricks prior to July 1, 2013, shall not earn Career 203 credit. Career 203 bricks and credit shall originate beginning July 1, 2013.

ENTRY INTO DISTRICT 203

New Hire Categories. Placement is determined upon being hired in District 203.

Emerging Educator 1: Educators who have not earned continued contractual service.

Emerging Educator 2: Educators who have earned continued contractual service in another school district but are new to District 203.

Career Educator

Career educator status is achieved when an educator successfully earns a master's degree and continued contractual service in District 203.

Earning continued contractual service and a Master's Degree is the threshold to advance to one of four pre-designed career paths or the "My Career Path" option.

NOTE ON CAREER PART-TIME TEACHERS: Part-time educators who have a master's degree and 4 years of experience in District 203 may apply through the Career 203 office for recognition as a Career Educator and therefore gain access to an appropriate career path.

CAREER 203 ONGOING ASSESSMENT PROCESS

Career 203 is an adaptable program that meets the dynamic needs of District 203 and its staff and students. The following process has been incorporated to reflect the continuous evolution of the district's culture, climate, environment and demands.

A Career 203 Committee has been established in order to assess the overall program. The committee is comprised of twelve members including six members chosen by the Naperville Unit Education Association and six members chosen by the Board of Education. The assessment process includes but is not limited to the performance of bricks and the possible elimination and addition of bricks. This committee meets after January 1.

Recommendations for potential implementation are presented to the Board of Education annually. All recommendations require a vote of nine members of the committee with full consensus preferred.

Board approved changes to the implementation guide shall be effective, recorded and available in the Career 203 Implementation Guide by May 1. These changes shall not be retroactive; therefore, credit previously approved will be honored under the Career 203 business rules that were in effect when the credit was approved.

FUTURE CAREER 203 COMMITMENT

The NUEA and Board agree to continue the discussion of Career 203, emphasizing professional development and its connection to compensation.

REQUESTS

All transcripts, requests for prior approval, and requests for final approval shall be sent to the Career 203 Director along with any appropriate building-level or district-level administrator. Appropriate forms- will be available from the Career 203 office.

INTEREST-FREE LOANS FOR TUITION

The School District shall provide, upon application, interest- free loans for tuition for approved Master's courses or approved courses leading toward a Masters, or to be used for

approved coursework to gain an endorsement in critical fields as defined by the district.

The District shall provide such interest-free loans. The amount shall be \$2,000 per person per year. There shall be no maximum aggregate limit.

The District shall pay the university or college directly. Repayment of such loans shall be made over the remainder of the contract year through payroll deduction.

PAYMENTS OF PROFESSIONAL GROWTH INCREMENTS

All requests for increases or changes in professional growth increments, together with supporting documentation, must be submitted by October 1. Paycheck adjustments will be made in November.

Employees may request mid-year increases or changes in professional increments, together with supporting documentation by January 31. Paycheck adjustments will be made in March and shall be prorated for one-half (1/2) of that work year.

TRANSCRIPTS OF COMPLETED COURSE WORK

Transcripts of course work completed or other appropriate documentation of completed professional development activities must be filed in the Career 203 office in order to obtain credit. All criteria for receipt of credit under Career 203 Implementation Guide. Such transcripts must be submitted by the deadline as stated under PAYMENTS OF PROFESSIONAL GROWTH INCREMENTS, otherwise transcripts will be returned to the employee. The employee may resubmit same transcripts after the start of the next posting period (October 1 or January 1).

APPEALS PROCESS

The formal appeals process is outlined specifically in the Career 203 implementation guide and is part of this agreement.

CAREER 203 GRIEVANCES

All decisions made pursuant to Career 203 are not subject to the grievance procedure. Only specific procedures prescribed by this agreement are subject to the grievance procedure.