

**COLECTIVE BARGAINING
AGREEMENT**

BETWEEN THE

HARLEM BOARD OF EDUCATION

DISTRICT #122

AND THE

HARLEM FEDERATION OF

TEACHERS AFT - AFL - CIO



School Years

2019-2020 2020-2021 2021-2022

INSIDE COVER

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ARTICLE ONE - RECOGNITION AND STRUCTURE

A. Recognition

The Board of Education of District #122, Winnebago County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the Harlem Federation of Teachers, hereinafter referred to as the “Federation”, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, AFL-CIO, as the exclusive and sole negotiation agent for the regularly employed teaching staff for the duration of this contract.

B. Definition of Teacher

A “teacher” shall be recognized as any staff member of District #122 on contractual continued service (tenure) or any staff member of District #122 whose appointment to contractual continued service is solely contingent upon satisfactory completion of the probationary period as defined in the Illinois School Code and whose salary is based directly on a negotiated salary schedule, except that individuals holding the following positions shall not be construed as “teachers” and shall not be members of the bargaining unit: all positions specifically excluded pursuant to the IELRA including, but not limited to all administrators, and any person assigned to an activity on the Differential Schedule who is not otherwise employed as a certified member of District # 122.

C. Representation

The Board agrees not to negotiate with any teachers’ organization other than the Federation for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiations which have been previously negotiated.

ARTICLE TWO - RESPONSIBILITIES AND RIGHTS

A. Board Rights

The Employer, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law, the Illinois School Code, the Constitution of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the system and its properties and facilities, and the activities of teachers as they affect the teacher’s employment with the school District.
2. To hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal subject to the provisions of the law.

B. Exercise of Board Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois, and Constitution and laws of the United States.

C. Non-Discrimination/Union Membership

As a duly elected body exercising governmental power under the law of the State of Illinois, the Board agrees that it will not discourage, directly or indirectly, or deprive from any teacher his/her rights as conferred by the laws of Illinois or the Constitution of the United States and that it will not discriminate against any teacher with respect to hours, wages or terms of employment by reason of his/her membership in the Federation, his/her participation in any activities of the Federation or in negotiations with the Board, or to discriminate against any teacher in his/her institution of any grievance, complaint, or proceeding under this Agreement.

D. Teacher Discipline

The Board agrees that its rules and regulations governing teacher conduct shall be reasonable and that enforcement of teacher discipline shall be fair and for just cause.

E. Non-Discrimination

The Board and the Federation agree that they shall not discriminate against an employee or applicant to all persons regardless of their race; color; creed; religion; national origin; sex; sexual orientation; age; ancestry; marital status; arrest record military status; order of protection status; unfavorable military discharge; citizenship status provided the individual is authorized to work in the United States use of lawful products while not at work; being a victim of domestic or sexual violence; genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/.

F. Seniority List

By February 1 of each school year, the Administration shall furnish a dated, District-wide seniority list to the Union, and an electronic posting available to each bargaining unit member along with the codes for each endorsement and/or licensure. The electronic and building postings shall constitute effective notice to all bargaining unit members.

1. The District seniority list shall show the names of all teachers in the District in order of their seniority, as determined by dates of hire, namely, the date of formal Board action approving their contract of employment.

2. In those cases where more than one teacher was hired on the same date, seniority among those teachers shall be determined by alphabetical order of the last names of the teachers hired on that date, e.g. "A" being the most senior, "Z" being least senior.
3. The list shall include the teachers' names in alphabetical order, the employment seniority date as defined above, the licensure and/or endorsement, and each area in which the teacher has the certification and/or the endorsement to teach. The teachers shall provide documentation to the Human Resource Office to support any changes to the list. No documentation will be accepted or changes made after February 15.

After any changes have been made, the Administration shall furnish a dated, District-wide seniority list to the Union, and shall post the list in each building and provide an electronic posting available to each bargaining unit member along with the codes for each endorsement and/or certificate. The electronic and building postings shall constitute effective notice to all bargaining unit members. If the updated list has changes missing that were made within the time constraints listed in the previous paragraph, the Administration will update the electronic version of the list within five (5) school days of notification of the change(s).

G. Honorable Dismissal List

Ninety-five (95) calendar days before the end of each school year, the Administration shall furnish a dated, District-wide list showing each bargaining unit member's placement on the Honorable Dismissal list including each category of position and grouping. The list shall be furnished via an electronic posting available to each bargaining unit member. If a member feels there is an error in either their category of position and/or grouping, each member shall *provide documentation* to the Human Resources Office to support any changes to the list within seven (7) calendar days of being provided his/her placement. No documentation will be accepted after those seven (7) calendar days. Seventy-five (75) calendar days before the end of each school year, the Administration shall furnish a dated, District-wide Honorable Dismissal list to the Union that shows each teacher by name and categorized by positions and grouping.

ARTICLE THREE - AGREEMENTS

A. Other Teacher Rights and Benefits

Any rights or benefits accorded teachers which are under the School Code of the State of Illinois or are under other laws and regulations and which exceed or supplement benefits accorded teachers elsewhere in this Agreement shall be incorporated into, and become a part of this Agreement.

B. District Building/Department Directories

Upon request, the District will provide contact information of District staff to Union officers.

C. No Strike

The Federation and any employee covered by the contract shall not cause, engage in, or sanction during the term of the Agreement any concerted action such as: a strike, slow-down, picketing, public demonstration, or any action within the District that may disrupt the normal functioning of the school District; nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons (or other employees or unions) who are not signatory parties to this Agreement.

D. Teacher Contracts/Notification of Resignation and Penalty

1. **Non-tenure Contract**

Non-tenure teachers will be issued a contract no later than thirty (30) calendar days after their employment has been approved by the Board, to be signed and returned containing dates corresponding to the opening of school as well as the amount of salary to be earned for that year including differentials (if applicable), additional salary earned for educational credits as well as other monetary payments due and owing the individual teacher.

2. **Tenure Contract**

Tenure teachers will receive by October 15th of each school year, a contract notification including their step and lane on the salary schedule, the amount of salary to be earned for that year including longevity (if applicable), differentials (if applicable), additional salary earned as well as other monetary payments due and owing the individual teacher.

ARTICLE FOUR - NEGOTIATIONS PROCEDURES

A. Length of Session

A standard bargaining session will last no more than three (3) hours. This time frame may be extended by mutual agreement.

B. Closed Meetings

Negotiations meetings shall not be open to the public. The meetings shall be open to the press by mutual agreement of both parties.

C. Location and Cost

The determination of the location of the bargaining sessions shall be mutually agreed upon. Any cost incurred for the use of any off District property location shall be equally shared.

- D. Additional Proposals**
No new proposals shall be added to the respective packages following the third scheduled negotiations sessions.
- E. Side Bargaining**
Side bargaining is a communication tool that may be used in bargaining. However, there will be no binding agreements reached in side bargaining.
- F. Tentative Agreement**
Before a tentative agreement can be reached concerning a specific article, the entire article with desired changes must be presented in writing.
- G. Copies of Agreement**
The Board shall print the new contract as ratified by both parties and shall provide each teacher electronic access to the Agreement within thirty (30) days of ratification provided the Board and Federation agree to the final proof of the ratified contract. The Board shall prepare the final proof of the ratified contract and the Board and Federation shall equally share printing costs. In addition, the Federation shall have twenty-five (25) extra copies.
- H. Good Faith Negotiations**
The Board agrees to participate in good faith negotiations with the duly designated representatives of the Federation. The Federation agrees to bargain in good faith with the Board and/or its representatives.
- I. Joint Committee**
Negotiators for the Board and for the Federation will meet as a Joint Committee, hereinafter referred to as such, within a reasonable time upon the written request of the Board or the Federation specifying the subject matter to be considered.
- J. Ratification**
When a substantive agreement is reached, it shall be made in writing and submitted for ratification to the Board and to the Federation. When approved by the Board and the Federation, it shall be signed by their respective presidents, designated officials, and respective chief negotiators. The Agreement shall then be entered into the official minutes of the Board.
- K. Substantive Agreement**
The Agreement, once ratified, will constitute a revision of, or an addition to, District policy pertaining to teachers. Provisions of the substantive Agreement shall be reflected in the individual contract or statement of conditions of service as submitted to staff members.

ARTICLE FIVE - WORK YEAR/CALENDAR

A. Work Year

The length of the work year shall be one hundred eighty-one (181) days, except for the building trade teachers whose work year shall be up to one hundred ninety- one (191) days as approved and required by Administration. The length of the work year the Secondary Counselors shall be up to two hundred one (201) days, as required by Administration. All Secondary Counselors shall work a minimum of two (2) days after the school year plus high school counselors shall work a minimum of five (5) days between registration and the beginning of the school year; these additional days, if beyond 181, shall be included in the work year and will be paid at the counselor per diem rate. Additionally, Secondary Counselors will work up to three (3) days of registration; these three (3) days will not be included in the work year and will be paid at the after school stipend rate.

Anyone who agrees to exceed the number of days of attendance in their work year shall be paid at his/her per diem rate of pay for a seven and one-half (7-1/2) hour workday prorated for any portion of the seven and one-half (7-1/2) hours, unless specified elsewhere in the Agreement. In the event an individual school or schools are caused to close before or during a recognized work day under the School Code and staff are unable to work while other schools remain in session, staff shall work with the building administrator and Assistant Superintendent for Human Resources to develop a plan for the staff that missed work to make up the time missed.

B. Probationary Teachers

In addition to the above stated work year, each first year probationary teacher shall be required to attend three (3) orientation days during the week prior to the commencement of the school year and he/she shall be paid at the After School stipend rate per hour for attendance at these meetings. These meetings shall last no longer than five (5) paid hours. The first day shall be from 8:00 am – 11:30 am and 1:00 pm – 2:30 pm, and the Union shall have an opportunity to meet with all new teachers between these two sessions.

C. Calendar Input

At least two (2) weeks before the Administration submits the proposed calendar to the Board for its approval, the proposed calendar shall be given to the Union for its comments and suggestions. Any written comments or suggestions on the proposed calendar will be presented to the Board prior to its action on the proposed calendar. In the event of any proposed changes in the calendar, the Union will be notified of the proposed changes.

ARTICLE SIX - GENERAL WORKING CONDITIONS AND NORMAL TEACHING LOAD

A. District-wide (Grades Birth -12)

1. Work Day/Duty-Free Lunch

For the duration of this Agreement, a teacher's work day shall consist of seven and one-half (7 1/2) consecutive hours, including a duty-free lunch period no shorter than that stipulated in the *School Code of Illinois*.

The regularly scheduled Parker Early Education Center teacher workday shall be from 7:35 a.m. to 3:05 p.m. The regularly scheduled elementary teacher workday shall be from 7:35 a.m. 3:05 p.m. The regularly scheduled middle school and high school workday shall be from 8:20 a.m. 3:50 p.m. However, nothing prohibits the Administration from adjusting these schedules by up to fifteen (15) minutes as long as the Administration notifies the staff and the Union President by April 1 prior to the commencement of the school year in which the change will take place. However, the District may, once during the life of this Agreement, adjust these schedules up to ninety (90) minutes as long as the Administration notifies the staff and the Union President by April 1 prior to the commencement of the school year in which the change will take place. In no event will the teacher work day exceed the seven and one-half (7½) consecutive hour workday.

Nothing prevents a teacher from using flextime each workday as long as the seven and one-half (7 1/2) hour workday has been met. However, teachers may not flex on any day that the teacher is required to be present for a building meeting within the regularly scheduled workday. Additionally, teachers must be present at least ten (10) minutes prior to and following the student attendance day. (See Article 6(A)(4)(5) and Article 6(C)(2) for further limits on scheduled meetings.)

On Institute Days, the workday shall be no longer than five (5) consecutive hours from 8:00 a.m. to 1:00 p.m. without a scheduled lunch period. On School Improvement and Professional Development Days, the workday shall be 8:00 a.m. to 3:30 p.m., with one hour for lunch/travel.

2. Appropriate Attire

Teachers shall not wear inappropriate professional attire during the work year when students are present and/or when the teacher is meeting with parents or visitors. Inappropriate attire shall be defined as clothing that is too tight, too short, too revealing, too worn, sleeveless, or threadbare and in "most" circumstances shorts, jogging suits and sweat suits. Jeans shall not be worn except for outdoor events such as field trips or field days (excluding welding, construction, auto and woodshop teachers). Jeans may be worn on the last day of student attendance of

the week. Graphic t-shirts exclusive of Harlem School District spirit wear shall not be worn. If a Principal or an Assistant Superintendent for Human Resources believes that a teacher is dressed inappropriately, the administrator shall first bring it to the attention of the teacher explaining how the administrator believes the clothing to be inappropriate in an attempt to correct the problem. If the inappropriate attire is not corrected after the meeting with the teacher and the administrator, the Administration shall follow progressive and corrective discipline to correct the matter. The Union President shall be contacted by the Administration at the time the dispute arises.

3. Drug and Alcohol Free Workplace

Tobacco Prohibition: Should Illinois legalize the recreational use of cannabis, the parties agree to bargain the impact on Board policy 5:50 and Employee Working Conditions (See Memorandum of Understanding at page 71 of this Agreement).

4. Early Dismissal

A teacher is encouraged to remain for a sufficient period after the close of the teachers' school day to attend to those matters which properly require attention, including consultations with parents when scheduled directly with the teacher. However, with the exception of early release days at the end of academic terms, the teachers' work day shall end ten (10) minutes after the time pupils are dismissed Fridays, days immediately preceding holidays or vacations, days of scheduled parent-teacher organization meetings involving their buildings or teaching staff, or upon approval of the building principal or his/her designee.

5. Meetings

The Administration may require each teacher to attend a total of up to two (2) building meetings each month. In addition, the Administration may call an additional required meeting one time per semester per year. Teachers will be paid at the After-School stipend amount for each additional per semester meeting. An individual conference between a parent and a teacher does not constitute a meeting under this provision. A meeting shall be defined as a minimum of ten (10) minutes and a maximum of sixty (60) minutes in duration, with a twenty-four (24) hour notice whenever possible. Meetings held after school shall commence no later than fifteen (15) minutes after the end of the student day.

Staff meetings shall not be utilized to supplant teacher Professional Learning Community (PLC) time as defined in this section. Nothing shall prohibit or limit an individual faculty member or group of faculty members from extending a meeting or engaging in additional meetings on a voluntary basis.

Professional Learning Community (PLC): All teachers may participate in PLC activities as defined in this section during the work year up to two (2) occasions per month for sixty (60) minutes.

PLC's include the cooperative work by groups of teachers on curricular and instructional strategies relevant to District and school curricular initiatives, school improvement planning and goals, review and utilization of student achievement data, and the SLO process.

Each co-teaching collaboration group formed shall be granted an additional paid monthly collaboration meeting to be held consistent with the terms of this Article. The composition of the co-teaching collaboration group will be determined by staff in consultation with and subject to approval by the administrator. These groups include grade level, department, inter-department teams, etc. Teachers will be compensated at the appropriate After School Stipend per hour for PLC activities pursuant to this section.

6. Extracurricular Duties

Bargaining Unit Members shall participate in two extracurricular activities per year. In addition, each staff member is required to attend a parent orientation/open house each year. Extracurricular activities are non-academic, District-sponsored, and PTO/PTA events that require additional staff assistance. These extracurricular activities include, but are not limited to plays, graduation activities, awards night, dances and sporting events. The Administration shall determine the number of staff for any given extracurricular activity as long as the number of events per staff member does not exceed two (2) events per year.

However, if within one (1) week before the extracurricular activity, a sufficient number of people have not signed up, the building administrator may have the right to assign those who have not yet signed up from the staff within the same building (elementary, middle school, senior high) to a maximum of two (2) events per year per staff member. In no case shall an activity be assigned to a staff member on any day that is not a staff workday. No staff shall be required to work on a non-work day; however, nothing prohibits staff from volunteering to do so.

If the State grant requires Parent Educators to attend after school events beyond the required events mentioned in this section, those Parent Educators will be compensated at the After School Rate.

7. Health/Safety Standards

Every effort shall be made to keep temperatures within OSHA's recommended range of optimal temperature in all common areas an hour before and after the workday, and for evening events. At least one (1) weeks' notice shall be given to a teacher to prepare his/her room for any non-emergency maintenance work (for example, asbestos removal).

At each building site, a teacher shall be provided a private space for expressing breast milk in accordance with Board policy. Teacher concerns regarding the provision of this private space may be communicated to the Assistant

Superintendent for Human Resources.

8. Preparation Period Activities

Preparation periods are to be used for the pursuit of educational activities attendant to the teacher's academic assignment, which may include individual aid to students, upgrading the individual classroom programs, or any other staff-approved efforts conducive to a quality educational program. Teachers shall not be allowed to leave the building to conduct personal business during their preparation period without the express approval of their building principal or designee. If a teacher has permission to leave the building, he/she shall sign out in the appropriate book in the main office.

9. Securing Substitutes

Every effort will be made to secure a qualified substitute for each of a teacher's pupil supervisory duties whenever the teacher is absent from school. When a qualified substitute is not able to be secured the following will happen:

a. Secondary – Volunteers will be asked to substitute during their planning period. If no volunteers can be found, all certified staff members, except psychologists, social workers, speech pathologists, counselors, and itinerants may be assigned by the administrator to serve as a substitute during their planning period.

b. Elementary – Volunteers will be asked to substitute during their planning period. When not available, all certified staff members, except psychologists, social workers, speech pathologists, and itinerants may be assigned by the administrator to serve as a substitute during their planning period. Administrators will rotate such assignments so that there will be a minimal impact on the staff members involved.

Staff members shall be notified of such assignments as soon as possible. In the event such an assignment is made and a staff member loses a planning period, the staff member will be paid the rate identified in the Differential Schedule.

10. ParaEducators

ParaEducators shall not be included in any way in computing or establishing student-teacher ratios. If ParaEducators are assigned to physical education classes, ParaEducators may assist in the instruction of pupils under the immediate supervision of a certified teacher directly engaged in teaching the subject matter. The teacher shall be continuously aware of the ParaEducator's activities and shall be able to control or modify them. The use of ParaEducators in any instructional situation shall be to augment instructional activities planned and initiated by a certified teacher. The Administration will schedule secondary physical education classes such that the physical education student will be supervised in the locker

room by a person of the same sex.

Teachers may be asked to volunteer to substitute for a ParaEducator during his/her planning period if all teaching substitute openings are filled. Teachers will be paid at the teacher Sub Rate.

11. I.E.P. Conference Day

Each special education teacher who is assigned as a case manager shall be allowed three (3) days each year for I.E.P. conferences.

Each elementary general education teacher and case manager may work up to five (5) hours of paid time to meet with parents and/or students of the assigned students with I.E.P.'s before the beginning of the school year. Teachers will be compensated at the Professional Rate. Additional time may be granted by the administrator if other needs arise.

12. Class Size Statement

A. Elementary

Each Kindergarten class will be assigned a 5.25-hour Classroom Facilitator assigned to supervision and academic support. Four of these hours are to be student contact hours under the direct supervision of the classroom teacher. One hour will be used for building supervision as assigned by the Building Principal. The Board will maintain a maximum student-teacher ratio as follows:

Grades K-2: 25 students to 1 teacher

Grades 3-6: 26 students to 1 teacher

Class Size Maximum for fine arts shall be 27 students in 5th grade for the 2019-2020 school year and a class size maximum of 27 students for fine arts in the 6th grade for the 2020-2021 school year.

The Board may, at its sole discretion, bus students to another location that has not achieved maximum class size.

B. Secondary (Middle School/High School)

The Board shall maintain a maximum student-teacher ratio of thirty-five (35) students to 1 teacher in all grades at the middle and high school level except as otherwise provided in this paragraph. The Board shall maintain a maximum student-teacher ratio of thirty (30) students to 1 teacher for secondary lab classes. The Board shall maintain a maximum student-teacher ratio of forty (40) students to 1 teacher for Physical Education classes. For remedial high school classes, the Board will maintain a maximum student-teacher ratio of 25-1. A remedial class is defined as a class where 100% of the students have previously failed the class. Exceptions to class size limits will be made in secondary music classes. For secondary co-taught classrooms, the Board will maintain a maximum class size of

thirty (30) students to 1 teacher. An exception to this class size statement is found in Article 6(A) (20) – Students with Individualized Education Plans (IEP's).

If on the tenth (10) day of the semester the enrollment exceeds the above-stated student-teacher ratios for any class, an additional section for that class/course will be established.

13. Parent Conferences

The District shall apply for a waiver for holding parent conferences as described below. The waiver shall seek the following:

Parent conferences for grades Pre-K-12 shall be held on one day in the fall and one day in the spring excluding Fridays. The conferences shall begin at 12:00 p.m. and end at 7:30 p.m. at each individual site. Teachers will be scheduled for at least forty-five minutes (45) duty-free dinner period. Students will not be in attendance on this day. In the event a parent cannot meet during the scheduled conference times due to the time constraints, the teacher will arrange to confer with these parents with no extra pay for such conferences. Teachers shall not be allowed to use personal days on the parent-teacher conference days. If State law does not allow for this current language, then we will meet to determine at that point the appropriate contract language.

Pre-K teachers will be provided an extra day in the fall and spring to conduct conferences.

Birth-Age 3 Parent Educators will work the regularly scheduled elementary teacher workday of 7:35 a.m. to 3:05 p.m. on Parent Conference Days so as not to interfere with scheduled home visits, play groups, or Child Find screenings.

14. Preparation Room

There shall be provided in each and every school a teacher preparation room of adequate size for teachers to use for that purpose.

15. Citizenship

Each teacher shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participating in party organizations, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment, so long as this political involvement does not encroach upon school time, impose teacher's partisan beliefs upon students, or violate Board Policy 2:105, Ethics and Gift Ban.

16. Instructional Latitude

In order to meet the needs of each individual student, teachers will be given

latitude in their teaching techniques and classroom structure, if such latitude is within the parameters of the District's educational policy and philosophy as well as the state standards and goals or as sanctioned by the Administration.

17. Elementary Diagnosticians

At the elementary level, special education staff will be assigned so that diagnostic case work will be completed as part of their regularly assigned duties during the normal workday. In schools that contain specialized programs, the diagnostician shall receive 235 minutes a week for diagnostic work. All other school diagnosticians shall receive 150 minutes per week for diagnostic work. The workload process will be utilized to determine the assignment of these responsibilities among staff. Teachers assigned elementary diagnostician work as part of their normal work day will be a member of the Elementary Multi-Disciplinary Team and will receive the Multi-Disciplinary Team member stipend per the Differential Schedule. Summer diagnosticians will be hired as needed and compensated at the Testing Rate.

18. Floating Subs

A floating sub shall be hired to cover regular education classrooms within a building on the days of annual review I.E.P. meetings. Regular education teachers can then be free from duties to attend meetings with parents that have been scheduled during the regular school day.

19. Additional Services for the Regular Education Setting

Students with IEP's and 504 Plans will be provided individualized support from both the special education and general education teacher as required by the student's plan. The responsibility for providing and implementing accommodations and modifications will be a collaborative effort among all staff involved with the student's plan. The regular education classroom teacher or special education teacher shall not be solely nor primarily responsible for any adaptations.

20. Students with Individualized Education Plans (IEP's)

When students with IEP's are placed in a regular education classroom, the class size and number of students with IEP's in the class will be determined pursuant to State law or thirty percent (30%), whichever is lower. Students with speech only IEP's are not included in this calculation. At the secondary level class sizes will be balanced as required by law by the ten (10th) day of the semester. All the elementary level class sizes will be balanced as required by law by the tenth day of the school year. At all levels, if a class size should become unbalanced, including but not limited to a regular education student moving out of the classroom, then the class rosters will not be adjusted.

When a student with an IEP is placed in a regular classroom after the beginning of the school year, instructional support services required by the IEP shall be

provided within five (5) work days of placement. At all levels, the Administration, in consultation with general education and/or special education teachers, will determine the placements among the sections of each grade level based upon least restrictive environment and educational reasons. Educational reasons include the nature of the disability of the child, the services required by the I.E.P. and the ability to provide appropriate student and staff support. In an effort to maximize support for students with IEPs and staff, students may be grouped in cluster design, where students with similar educational needs could be grouped in a general education inclusion classroom. The Administration in consultation with classroom teachers will determine teacher placement for the cluster classrooms. If the number of students with IEPs would be greater than thirty percent (30%), every effort will be made to distribute the students evenly between two classrooms based on similar needs of the students. However, if the number of students would be less than thirty percent (30%) students with IEPs may be placed within two classrooms to address the overall needs of individual students in conjunction with the group of students with IEPs. In the event a teacher(s) believes his/her workload is unmanageable (in accordance with the District Workload Plan), he/she should follow the procedures outlined in said Plan without repercussions.

Should the percentage of students with IEPs placed in a regular education classroom during a school year exceed thirty percent (30%) due to a student initially qualifying for special education services during the school year, discovering an IEP from a previous school, or moving into the classroom, the classroom teacher shall be paid an aggregate amount equal to ten percent (10%) of the BA Lane, Step 1 salary for that school year (less applicable withholdings). This will be paid on a pro-rated basis to all teachers including special education and specialists Pre-K through Grade 12 who have student contact time with the affected class while the number of students with IEPs that were placed in the class exceeds thirty percent (30%). The amount paid to any such teacher shall be determined at the end of the school year and paid as part of the teacher's final paycheck for that school year; the amount of such payment shall be determined based on the amount of student contact time such teacher had with the affected class while the number of students with IEPs that were placed in the class exceeded thirty percent (30%). In no event shall the total amount paid to all of teachers who have student contact time with the affected class exceed ten percent (10%) of the applicable BA Lane, Step 1 Salary.

21. Students Receiving English Language Learners (ELL) Support

The Administration in consultation with ELL teachers, will assign students needing (ELL) services, and will determine these placements based upon the student's language proficiency, the composition of the class and the ability to provide student and staff support. The teacher shall be provided support services as determined by student's state and district assessments. In the event the teacher(s) believe the placements do not meet student needs, the principal shall articulate the basis for the placement in writing to the teacher and the Assistant

Superintendent for Curriculum & Instruction.

Each co-teaching collaboration group formed pursuant to Article 6(A)(5), shall be granted an additional paid monthly collaboration meeting to be held consistent with the terms of Article 6(A)(5). The composition of the co-teaching collaboration group will be determined by staff in consultation with and subject to approval by the administrator.

Each ELL teacher may work up to four (4) five (5) hour days paid time in addition to District-wide registration to screen students for ELL services before the beginning of the school year. Teachers will be compensated at the Professional Rate. Additional time may be granted by the administrator if other needs arise.

22. Student Support Services Student Load

A. Special Education Teachers

- i. Kindergarten special education teachers, when providing services to students in the general education classroom, will service students within a maximum of four (4) classrooms. Pre-K special education teachers, when providing services to students in the general education classroom, will service students within a maximum of three AM classrooms and three (3) PM classrooms, not to exceed four teacher's classrooms.
- ii. Elementary special education teachers, when providing services to students in the general education classroom, will service students within a maximum of four (4) classrooms.
- iii. Each elementary building, excluding Parker Center, will be assigned four (4) five and one-half (5.5) hour Classroom Facilitators to assist general education teachers, excluding specialists. One Classroom Facilitator will be assigned to Grade 1, and one will be assigned to Grade 2. The other two Classroom Facilitators will be assigned to support teachers in grades 3-6. The Administration in consultation with the general education and special education teachers shall make these assignments. Elementary buildings, except Machesney Elementary, whose total number of classroom sections exceed seventeen (17) will be issued an additional five and one half (5.5) hour Classroom Facilitator.
- iv. Middle School special education teachers, when providing services to students in general education classrooms, will service students within a maximum of one (1) team with no more than ten (10) sections per semester in which the special education teacher may co-teach, deliver a push-in model, or pull-out model.
- v. High School special education teachers, when providing services to students in general education classrooms (including both core subject areas and elective courses), will service students within a maximum of ten (10) general education sections per semester in which the

special education teacher may co-teach, deliver a push-in model, or pull-out model.

- vi. All special education teachers who miss their planning period due to an IEP meeting shall be paid at the hourly Sub Rate.
- vii. Teachers covered by paragraphs 1-5 of this section may also be assigned to provide services to individual students.

B. ESL Teachers

- i. ESL Elementary Teachers shall service active ELL students within eight (8) classrooms with a maximum caseload of thirty-five (35) students (excluding students in a monitoring status) and will be responsible for all monitored students within the assigned building(s). Pre-K, K, ESL teachers shall service active ELL students in up to eight (8) AM classrooms & eight (8) PM classrooms, not to exceed eight (8) teacher's classrooms with a maximum caseload of thirty-five (35) students (excluding students in monitoring status), and will be responsible for all monitored students within the assigned hours.
- ii. Bilingual Kindergarten and Elementary Teachers shall service active ELL students within a maximum of eight (8) classrooms.
- iii. Middle School bilingual teachers shall service active ELL students within eight (8) classrooms per semester with a maximum caseload of thirty-five (35) students (excluding students in monitoring status).
- iv. Where practicable, every effort will be made for high school ESL/Bilingual teachers to service all high school level students through ELL specific course options. Otherwise ESL/Bilingual teachers will be assigned up to eight (8) general education sections per semester with a maximum caseload of thirty-five (35) students (excluding students in monitoring status) in which the ESL/Bilingual teacher may co-teach, deliver a push-in model, or pull students out for additional support.

23. District Special Education Advisory Committee

The District Special Education Advisory Committee shall address issues and concerns that have broad implications, rather than issues of individual students, regarding the implementation of programs for students with special needs. The Committee shall also address issues and concerns related to staff injured by students while on duty. This Committee will be made up of eight members, four appointed by the Federation, one of whom is a special education teacher, and four appointed by the District, one of whom is a special education administrator and will meet quarterly. Staff members may submit written concerns to the Committee. The District Special Education Advisory Committee will review the concerns at its next scheduled meeting.

24. Certified Staff with Split Assignments

If a certified staff member is assigned to two or more buildings for the year, a

reasonable effort will be made to schedule the staff member so that he/she will be at one of the assigned buildings for the entire day. If a staff member is required to travel between buildings for his/her assignment, he/she shall be given a minimum of thirty-five (35) minutes to account for the necessary time to clean-up, travel from one site to the next, and set-up for the assignment. If there are open times in the staff member's schedule excluding planning and travel time for the staff member, he/she may be assigned to MTSS/PBIS duties; these staff members are not required to plan interventions for any MTSS or PBIS duties to which they may be assigned.

B. Secondary (Middle School/High School)

1. Student Supervision/Contact Time, Student Load, Prep Period

Each teacher shall be assigned to no more than twenty-seven (27) hours and twenty-five (25) minutes of student supervision/contact each week. The maximum student load for secondary teachers, except music and PE, shall be one hundred sixty (160). The student load shall be no more than two hundred (200) students per day for PE teachers not to exceed two hundred forty (240) with the addition of a sixth class (See Article 6(C)(3)(b)). The student load for teachers who teach a combination of PE and Health shall not exceed one-hundred eighty-five (185). Each teacher shall be assigned at least one (1) preparation period per day equal in length to a regular class period.

2. Middle School Day (5-1-1)

Special education, physical education and elective teachers shall teach no more than six (6) periods per day with one (1) planning period per day equal in length to a classroom instructional period. Teachers assigned to a grade level team shall teach no more than five (5) periods per day with one (1) individual planning period each day and one (1) service period each day equal in length to a classroom instructional period. The service period shall be assigned from the following possibilities:

- a. Team planning - Team collaboration/PLC
- b. Special Education I.E.P. Management
- c. Other assignments that may be agreed to by the Union and the Administration

Team planning activities shall be subject to assignment or approval by the Administration. There shall be no differential or additional pay for teacher responsibilities during their service period.

d. Sixth Class Assignment

As a result of teaching the sixth period within established workloads, a

teacher will be compensated at ten percent (10%) of the base salary prorated on a semester basis. Any teacher whose student load exceeds those limits identified in Article 6(A) (1) as a result of teaching a sixth period shall receive fifteen percent (15%) of the current year's base salary, prorated on a semester basis as compensation for the additional student load. All sixth class assignments that cause a teacher student load to exceed the limit in Article 6(A) (1) shall be voluntary.

3. High School Day (5-2 Schedule)

- a. Teachers shall teach five (5) periods and plan two (2) periods each semester per year. For purposes of the 5-2 schedule, the following are considered options for the 5 classes:
 - i. Teach a Class
 - ii. Co-Teach a Class
 - iii. Division Chair
 - iv. Special Education Consultation (Push In)
 - v. Vocational Supervision
 - vi. Academic Intervention Room

Home Room/Advisory: Certified staff members can be assigned a daily home room/advisory period not to exceed twenty-five (25) minutes in addition to the 5-2 Schedule with no more than twenty-two (22) students per Home Room/Advisory. Students assigned to this Advisory are not included in the Teacher Load per Article 6 (A) (1). In the event that two teachers have to share a classroom for the Home Room/Advisory period, there can be up to thirty-two (32) students in that classroom with two teachers. A Homeroom/Advisory Committee, consisting of administrators and certified staff, will meet at least quarterly and will establish a social/emotional curriculum, schedule and guidelines for the Advisory period.

The District may provide specific topics/materials for discussion within the Advisory Group on an as needed basis. By September 15 of each school year, the principal and the building representatives will meet to discuss possible topics/materials that will be provided throughout that school year.

- b. The principal shall have the authority to assign a sixth period within the workload numbers established by Article 6(A)(1) for teachers whose classes are regularly scheduled in double period blocks in School Suspension (ISS), physical education, and driver's education classes.

The principal may assign a teacher with more than two years teaching experience to a sixth period to fill a class section within workload limits due to certification requirements or individual sections based on

scheduling needs. Any sixth period assignments other than those in the paragraph immediately above shall not exceed one section per division per semester. The Administration will make every effort to solicit a volunteer for the section before making an arbitrary assignment. As a result of teaching this sixth period, a teacher will be compensated at ten percent (10%) of the current year's base salary prorated on a semester basis.

- c. **Sixth Class Assignment:** Any teacher whose student load exceeds those limits identified in Article 6(A)(1) as a result of teaching a sixth period shall receive fifteen percent (15%) of the current year's base salary, prorated on a semester basis as compensation for the additional student load. All sixth class assignments that cause a teacher student load to exceed the limit in Article 6(A)(1) shall be voluntary.

4. Secondary Resource Assistants

Two (2) five (5) hour Resource Assistants shall be hired at the middle school campus, and four (4) five (5) hour Resource Assistants shall be hired at the high school main campus to assist teachers with certain duties such as typing, duplicating and other duties associated with teaching which would reduce some of the teacher's routine tasks; however, these Assistants shall not correct or grade papers nor record grades for teachers. These Resource Assistants shall be distributed proportionately to the student population at each school.

5. Secondary Counselors

The Counselor's student load limit shall be at a maximum of two hundred ninety-five (295) students per counselor.

6. Zero Hour

If the District implements a Zero Hour (or equivalent) schedule, a two-tier schedule shall be established in keeping with the teachers' seven and one-half (7 ½) consecutive hour work day. Assignment of zero hour will follow the provisions of Article 14(A)(1) Vacancies. All zero hour assignments shall be voluntary. Required meetings missed by teaching a zero hour shall be made up with the administrator after the zero-hour work day.

7. Crisis Intervention

In the event a classroom teacher assists with a crisis call during his/her planning period, he/she will be compensated at the hourly Substitute Rate.

C. Elementary (Grades PreK - 6)

1. Class Lists

The Administration, in consultation with classroom teachers and certified staff, will determine yearly placement of students in grades 1-6.

2. Student Supervision/Contact Time, Prep Period

Each teacher at these grade levels shall be assigned to no more than twenty-seven (27) hours and twenty-five (25) minutes of student supervision/contact time each week. If a team of teachers share students on a voluntary basis in order to specialize in content areas, the maximum student load will not exceed the number of teachers involved multiplied by the applicable class size limit. For each departmentalized team, no more than three (3) teachers may be partnered together. The teacher's presence is not necessary on occasions when a specialist as defined below supervises the teacher's class. These periods as well as time prior to student attendance shall be considered preparation time. However, upon consensus of the teachers within a specific building, a principal may schedule no more than two (2) faculty meetings per month during the time prior to student attendance.

3. Teacher Planning/Lunch Time

Every elementary classroom teacher shall be guaranteed at least two hundred and twenty-five (225) minutes of planning time per five (5) day work week during the student attendance day.

The elementary planning time shall be guaranteed in the following manner:

- a. Each teacher shall have at least thirty (30) consecutive minutes of planning time each day.
- b. In addition, each teacher shall be guaranteed at least a forty (40) consecutive minute lunch period.
- c. Elementary special education teachers shall be guaranteed an equivalent amount of time for planning. Elementary specialists shall be guaranteed at least thirty (30) consecutive minutes of planning time each day. The building administrator shall make every effort to balance the workload among specialists of art, music, physical education, and learning center. All students (K-6) shall receive art, music, learning center, and physical education at least once per week.

4. Pre-K Teacher Planning/Lunch Time

- a. Each Pre-K classroom teacher shall be guaranteed no fewer than two hundred (200) minutes of planning time per week. This planning time will be provided outside of the pre-K students' attendance day.

- b. In addition, each teacher shall be guaranteed at least a forty (40) consecutive minute lunch period.

5. Maximum Supervision

Each teacher at these grade levels shall be assigned a maximum of fifteen (15) minutes of supervision each week; however, after all teachers have been assigned, if additional supervision is needed, P.E. teachers may be assigned one additional supervision assignment each week. Dependent upon the needs of the supervision schedule, teachers may request their supervision time to be in the morning. No teacher will be assigned lunchroom or playground duty except as a part of the total student supervision/contact time as defined above

6. Elementary General Program Assistants (GPAs)

Part-time GPAs shall be utilized to provide a minimum of nine (9) hours per day per elementary building, excluding Parker Center, to perform services devoted solely to assisting teachers. The Administration shall develop a schedule to provide a minimum of these nine (9) hours of GPA time a day to provide these services as noted above. One (1) part-time GPA shall be utilized at Parker Center to perform services devoted solely to assisting teachers for five (5) hours per day.

7. Summer Testing/Parent Meeting Work

All teachers in grades (Pre-K –sixth) may work up to four (4) hours of paid time to contact or meet with parents of assigned students before the beginning of the school year. Teachers will be compensated at the Professional Rate.

Diagnosticians and/or ELL teachers will be hired as needed and compensated at the Testing Rate.

In the event summer testing is required by the Administration, the Administration will notify teachers of the specific date(s) and assignment for summer work day(s) prior to the end of the previous school year. Any teacher engaged in summer testing work with the principal's approval, will be compensated at the Testing Rate.

8. Five Day Rotation Schedule

Pre-K through sixth (6th) grade will use an A-E or 1-5-day schedule. The first day of student attendance will be considered an A or 1 day. Each day after will follow in order. In the event of a snow day(s), the day(s) will be skipped and the schedule will continue as planned for the year, but will be made up in the scheduled make-up days. The District will provide a scheduled calendar prior to the beginning of the school year.

ARTICLE SEVEN - CUMULATIVE LEAVE (SICK LEAVE AND PERSONAL DAYS)

A. Sick Leave

Each full-time certified teacher shall be credited fifteen (15) sick leave days at the beginning of each school year. One of these days may be given to the Sick Leave Bank annually unless the employee opts out within the first thirty (30) days of employment and within ten (10) days of notification to the Sick Bank Chair. The maximum number of sick days that can be carried over from one year to the next shall be unlimited. A teacher shall be notified of the number of accumulated days on each paycheck. Sick leave may be used for any of the purposes set forth in the Illinois School Code. For purposes of sick and bereavement leave, “family” will include: spouse, life partner, child or children (biological or legal guardianship), parents, domestic partner of either sex living in the same household, grandparent, grandchildren, siblings, aunt, uncle, niece, nephew, cousins and current in-laws.

Once the employee has accumulated more than two hundred (200) sick leave days, a teacher may be paid a bonus of twenty-five dollars (\$25) per day at the end of each school year for all unused sick leave days in excess of two hundred (200) sick days – not to exceed fifteen (15) sick days per year.

If an employee resigns, retires, is RIF'd, or terminated, the District shall report the accumulated sick/personal leave days on the appropriate TRS form and shall give a copy to the employee.

B. Personal Leave

Three (3) sick leave days per year may be designated as personal leave for personal business or emergency purposes. These three (3) days may be used consecutively. Use of the personal leave days is based on the following conditions:

1. Notice/Approval Process

Personal leave may be granted without approval upon three (3) working days' notice to the building principal. Any personal days sought to be taken with less than three (3) working days' notice shall be subject to the Superintendent's approval.

2. Exceptions

Personal leave days shall not be permitted on the day before or after Spring break, Winter break, Thanksgiving break, Labor Day, Memorial Day, or on the first or last day of the teaching year or on Institute Days and School Improvement Days, except in an emergency situation or in the event of a unique singular life or family event as approved by the Superintendent. Approval shall be consistent among members' similar requests and shall not be denied arbitrarily, and approval shall include events such as travel to and attendance at special life and/or family events.

3. Inadequate Staffing

On four (4) occasions per semester, the Superintendent may deny personal leave requests for a given day for the reason that the projected level of staff absences for that day will prevent adequate staffing by substitutes. The Superintendent will inform the HFT of his/her exercise of this option at least one (1) week prior or as soon as the Superintendent has knowledge prior to the day in question.

4. Accumulation of Personal Leave Days

Personal leave days may, at the teacher's discretion, accumulate to a total of five (5) personal leave days subject to the same conditions as other personal leave. A teacher may bank either one or two of the unused personal leave days at the end of each year, but at no time shall the personal leave days accumulate to more than five (5). No more than three (3) accumulated personal days may be used consecutively. If the teacher does not notify the Human Resources Office by June 1st each year, the days shall be converted and accumulate as sick leave days.

C. Bereavement Leave

Teachers may use accumulated sick leave for the death of aunts, uncles, nieces, nephews, or other close friends, colleagues, family members or a significant other.

D. Court Appearance Leave

Teachers who have exhausted all of their personal days may use accumulated sick leave if they are subpoenaed to testify as a witness.

E. Unpaid Leave of Absence

Leaves of absence without pay may be granted to any employee by the Board at its discretion. Each leave request shall be considered on its individual merit. The employee will be given an opportunity to continue insurance coverage in the school's insurance program during a Board-approved leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

Any time an employee is granted an unpaid leave under this section, the employee shall advise the Superintendent in writing whether he/she intends to return to employment no later than thirty (30) calendar days before the end of the unpaid leave of absence. Failure of the employee to so advise the Superintendent shall be treated as an election not to return to employment and as a resignation from the District.

ARTICLE EIGHT - MATERNITY, ADOPTION, CHILD REARING, AND SABBATICAL LEAVE

A. Maternity/Adoption/Child Rearing Leave

A teacher may be granted a maternity/child rearing leave not to exceed the balance of the school year in which the leave begins plus one (1) additional school year. In the

application for and Administration of such leave the following shall apply:

1. Maternity Leave

Maternity leave shall be defined as the period of disability following the birth of a child. Miscarriage shall be covered under sick and disability leave.

2. Child Rearing Leave

A child rearing leave shall be defined as the period of time a teacher is on an unpaid Family Medical Leave and/or the period that extends beyond the Family Medical Leave not to exceed the balance of the school year in which the leave commences plus one (1) additional school year.

3. Adoption Leave

An adoption leave may be granted to any teacher who is adopting a child. All provisions and conditions in this Article that apply to child rearing leave shall also apply to those teachers taking an adoption leave.

4. Teacher Notification

The teacher shall notify the Human Resources Office in writing of the anticipated date of commencement and approximate termination date of the leave at least sixty (60) days prior to the anticipated commencement of the leave. Extenuating circumstances may change the notification of the commencement and termination date of the leave. The teacher shall make every effort to have such leave terminate immediately prior to the beginning of a new school term or semester. The Assistant Superintendent for Human Resources may waive any of the above conditions if circumstances warrant a waiver.

5. Use of Sick Leave

Nothing in this section prohibits a teacher from using accrued sick leave during any period of disability and/or during a maternity leave prior to the date of commencement of an unpaid child rearing leave, provided that a physician's statement may be required to verify said disability.

Following the period of disability leave/maternity leave and after the child rearing leave commences, the teacher cannot use his/her accumulated sick leave during the term of the unpaid leave.

6. Probationary Teachers

A probationary teacher shall have the same maternity, adoption and child rearing leave rights and privileges as a teacher on contractual continued service. If a probationary teacher returns to work following the period of disability and/or maternity leave, his/her tenure status shall not be affected by the leave and there will not be an interruption in her service. If a probationary teacher takes his/her twelve (12) weeks of Family Medical Leave, his/her tenure status shall not be affected by that leave and there will not be an

interruption in service.

7. Benefits on Leave

A full year of service credit on the salary schedule shall be granted to the teacher on leave, if the teacher has worked ninety (90) or more days in any year of the leave. Seniority, salary placement and other benefits shall not be affected by the leave; however, these benefits will not continue to accrue during the child rearing leave. This non-accrued time shall be marked on the seniority list with an asterisk to denote the period of time seniority did not accrue.

8. Group Medical/Life

Forty-five (45) days after the period of disability following delivery or miscarriage of the child, plus any portion of the use of the twelve (12) weeks for Family Medical Leave for adoption or child rearing (if applicable), the Board's paid contributions for group medical and life insurance shall terminate. The teacher shall continue to pay his/her portion of the dependent premiums (if applicable) to the District Payroll Office during this leave pursuant to the District policy for these types of payments. This process shall be explained to the person taking the leave prior to the commencement of the leave. After expiration of the disability/maternity leave and the twelve (12) weeks of Family Medical Leave, the teacher who then chooses to take a child rearing leave may elect to continue his/her group medical and life insurance policy at the teacher's expense at group rates until the termination of the child rearing leave, resignation or upon return to work. The teacher shall pay the full premiums for his/her selected insurance coverage to the District Payroll Office pursuant to the District policy for these types of payments. This process shall be explained to the person taking the leave prior to the commencement of the leave.

9. Return to Work

Prior to returning to work, a teacher who has taken a maternity leave must present to Human Resources the written permission of her attending physician certifying that she is able to resume teaching. Application for return to work from a maternity or child rearing leave shall be processed in the same manner and be subject to the same restrictions as return after sick leave.

10. Family Medical Leave Act

If any portion of this Article conflicts with recent rulings by the courts or the Department of Labor with regard to Family Medical Leave, those rulings or the law shall take precedent over this section of the contract. During an FMLA leave, staff shall not be required to prepare lesson plans, grade assignments or contact parents.

11. Sabbatical Leave

The Board may grant sabbatical leaves in accordance with the Illinois School Code.

ARTICLE NINE - LIFE INSURANCE

A. Benefits

1. Life

Life insurance in an amount equal to 100 percent (100%) of the teacher's annual salary rounded to the nearest one thousand dollars (\$1,000) shall be provided by the Board of Education for each teacher.

2. Dismemberment

The principal sum would be payable for loss of life or for loss of sight of both eyes or the loss of both hands and feet. One-half (1/2) of this sum shall be payable for the loss of one foot, one hand, or the sight of one eye.

B. Length of Coverage

Employees so covered shall be covered from the first day of each new school year to and not including the first day of the following school year.

C. Resignation/Retirement

Employees that resign prior to the end of the contract year shall be covered until the first day of the month following the effective date of the resignation/ retirement.

ARTICLE TEN - MEDICAL-DENTAL HEALTH CARE PLAN AND WELLNESS PLAN

A. Benefits of the Medical - Dental Health Care Plan

Medical, prescription and dental coverage shall be maintained for the duration of this agreement for covered bargaining unit employees and their dependents.

Participation in the program is optional.

B. Insurance Year

The insurance year, for deductible purposes only, shall run from January 1 to December 31 of each year.

C. Annual Open Enrollment

The annual Health Insurance Open Enrollment period provides employees with an opportunity to add eligible dependents, including sponsored dependents to their insurance policy and change benefit elections.

If employees fail to make these changes within this time period, the next opportunity to do so will be during the next open enrollment period or within 30 days of a qualifying event.

Open Enrollment periods will be held during the months of October and/or November, with effective dates for changes to be January 1 of the following year.

D. Duration of Coverage

An employee who elects to participate is covered under the Harlem Health Plan beginning on the first day of each new school term until the first day of the following school term. Certified employees beginning work after the start of the new year will be eligible to participate on their first day of Board approved employment. Employees who resign shall be covered through the end of the month of separation of employment.

E. Health Care Plan Access

A copy of the current health care plan will be made available online at www.harlem122.org. The Union shall receive a copy of the current/updated health care plan.

F. Description of Plan

The Harlem School District Health Plan consists of medical, prescription and dental insurance plans. It is not an option to deselect medical, prescription or dental from any portion of this plan; the plan is offered as a combined unit.

HSD 122 utilizes a PPO medical insurance plan. The District offers both a (Preferred Provider Option) (PPO) (Traditional Plan) and a (High Deductible Health Plan) (HDHP) with a Health Savings Account (HSA). A PPO health insurance plan allows employees to see any doctor, allowing them more choices in meeting their health care needs.

G. Board and Employee Costs for Medical and Dental

The Board shall pay the remaining portion of the premium costs over and above the below-stated amounts.

Employee Cost of Coverage (monthly)

	FY 20-22 PPO \$1,000	FY 20-22 PPO \$1,500	FY 20-22 HSA
Employee Only	\$ 40.00	\$ 20.00	\$ No Cost
Employee/Spouse	\$286.00	\$236.00	\$191.00
Employee/Child	\$190.00	\$140.00	\$ 95.00
Employee/Children	\$307.00	\$257.00	\$212.00
Employee/Family	\$424.00	\$374.00	\$329.00

Note: Members with at least one tobacco user will pay Thirty Dollars (\$30) more per month than their applicable premium contribution.

H. HSA Board Annual Contribution Amount

	FY 20-22
Employee Only	\$1,500
Employee/Spouse	\$2,000
Employee/Child	\$2,000
Employee/Children	\$2,500
Employee/Family	\$2,500

The HSA Board Annual Contributions will be made in half-year increments on the first business day in January and on the first business day in July. Employees hired after the first business day in January or the first business day in July will receive a one-time contribution equal to twenty-five percent (25%) of the Board’s required Annual Contribution upon enrollment in the HSA.

I. Coverage

Please refer to attached Summary of Benefits chart for specific coverage levels (pages 72, 73 and 74).

J. Deductibles: (High Deductible Health Plan (HDHP), Health Savings Account (H.S.A.) (Annual)

General Information	High Deductible Health Plan (HDHP)
PLAN DESIGN FEATURES	Health Savings Account (H.S.A.)
Calendar Year Deductible	
Employee Only	\$ 2,800
Employee/Spouse	\$ 5,600
Employee/Child	\$ 5,600
Employee/Children	\$ 5,600
Employee/Family	\$ 5,600
	<u>Note: IRS Regulations Requirement</u>
Out-of-Pocket Maximum (Includes Deductible)	
Employee Only	\$ 6,550
Employee/Spouse	\$13,100
Employee/Child	\$13,100
Employee/Children	\$13,100
Employee/Family	\$13,100

K. Deductibles: PPO \$1,000 and PPO \$1,500 (Annual)

	Years 2020, 2021, 2022			
	PPO \$1,000		PPO \$1,500	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Per Person Per Plan Year	\$1,000	\$1,500	\$1,500	\$3,000
Per Person Per Plan Year Out-of-Pocket Max (Note: Co-pays shall be counted towards annual Out-of-Pocket Expenses)	\$2,500	\$7,000	\$3,000	\$8,000

L. Harlem Health Plan Opt Out/Cash In Lieu Option

The Harlem School District offers an Opt Out Option to all eligible employees. This option allows eligible employees who have access to other health insurance coverage to waive coverage under the Harlem School District plan in exchange for payment of a portion of the employee's out of pocket expenses under such other health insurance coverage (the "Payment"). The parties agree that the Payment is made in lieu of an expense allowance or reimbursement. Employee has 30 days from date of hire or during the open enrollment period to complete the form and submit to HR for processing.

In order to be eligible for the Payment, the employee must formally waive coverage under the District's medical insurance plan in writing and also provide the District with documentation verifying coverage through another insurance program.

The Payment for waiving individual or dependent or family coverage is set forth in the table below.

Beginning with the 2019 Plan Year, an employee must be eligible for the Harlem Health Plan and make the choice, during the annual open enrollment period, to waive coverage for the subsequent plan year. In order to retain eligibility for the Payment, the employee may not receive coverage under the Harlem Health Plan through a Harlem School District Retiree. If the employee is requesting the Payment for spouse or dependent coverage, plan participation for the spouse or dependents would need to have been established previously.

New Employees who are hired and become eligible for the Harlem Health Plan at a time other than the Annual Open Enrollment Period may elect to opt out and receive the Payment within thirty (30) days of their first day of eligibility. The sum shall be prorated by the Plan Year quarter.

Employees who participate in the Opt Out option are eligible to re-enroll in the Harlem Health Plan during the next annual Open Enrollment Period or within thirty (30) days of experiencing a qualifying event (i.e., change in family status, marriage, birth of a child,

death of a family member or divorce). If returning to the Plan mid-year, the employee will repay a prorated portion of the Payment in half year increments.

Retirees are not eligible for the Opt Out option. Participation in the Opt Out option terminates when the employee is no longer participating in the Harlem Health Plan as an "actively at work" employee.

M. Employee Opt Out/Cash in Lieu Annual Incentive

	FY 20-22
Employee Only & Current Waivers	\$ 750
Employee/Spouse	\$ 1,000
Employee/Child	\$ 1,000
Employee/Children	\$ 1,250
Employee/Family	\$ 1,500

N. Wellness Program

1. Implementation of Program and Employee Benefits Handbook

The Board shall implement a Wellness Program as a feature of its health care plan (“Plan”) for employees. The Wellness Program shall be set forth in the Employee Benefits Handbook ("Handbook”), which shall govern its operations, and the terms and conditions of enrollment and participation in the program. The Wellness Program shall be jointly developed by the Board and the Union through the Wellness Committee. The committee shall review the Wellness Program annually, and any recommended modifications must be bargained to agreement, and then presented to the Board. Scheduling of the Wellness Program annual review must be initiated by June 1 of each year. Any case law or change in statutes that would render this plan illegal if not under a Collective Bargaining Agreement, will trigger an automatic reopening of the contract for Wellness only.

2. Elements of a Wellness Program

The Wellness Program will be designed as follows: (1) provide annual Biometric Screening and Health Assessment for covered individuals by a medical professional using current medical guidelines for detection and treatment; (2) create wellness activities and education opportunities for covered individuals; (3) require covered individuals to participate in wellness activities to the extent required by the Wellness Program; and (4) create incentives for encouraging behaviors that are consistent with good health and wellness.

3. Surcharge and Incentives

Members of the Harlem Health Plan will be assessed a surcharge to their health insurance premiums in January of each year. Health plan members will have the opportunity to take part in the Wellness Program to avoid this surcharge. The

Wellness Program will also provide incentives for participation beginning with the 2017 Insurance Plan Year. Incentives shall be offered in a cafeteria style menu option as outlined in the Wellness Plan Design options and agreed upon by the Wellness Committee. Surcharges and incentives will be assessed in the following insurance plan year (i.e. completing steps 1 and 2 of the Wellness Program during the 2017 insurance plan year will waive the surcharge for the following insurance plan year 2018).

For the plan years beginning January 1, 2017, members of the Health Plan may avoid a \$50 monthly surcharge by completing Step 1 and Step 2 of the Wellness Plan Design options. In order to avoid the surcharge, staff must complete the required activities for Step 1 by June 30th and for Step 2 by November 30th of that insurance plan year. Failure to complete Steps 1 and 2 will result in the monthly surcharges for the following insurance plan year. From **July 1, 2019** through **June 30, 2022**, new certified staff Members of the Health plan and all support staff members will be eligible to receive a one-time \$25 reimbursement towards the purchase of a smart tracker.

Step 1 of the Wellness Plan Design includes completion of an annual Biometric Screening and Health Assessment as designated by the Harlem Wellness Committee. Staff must complete these by June 30th of each year, with on-site options for the biometric screenings being offered by the Harlem Wellness Program. Members will take a Health Assessment on the BlueCross BlueShield of Illinois “Well onTarget” site. Harlem Wellness Coordinator and Human Resources Department staff will assist individuals with the utilization of the “Well onTarget” (or other comparable online program).

Step 2 of the Wellness Plan Design includes completion of age appropriate preventative screenings, attending wellness seminars, and participating in disease management programs (for autoimmune and rheumatic diseases, metabolic disorder/syndrome, lung diseases, cardiovascular diseases, cancer follow-up, obesity, mental health, eating disorders, tobacco cessation) to earn points. Three (3) “Wellness Points” are required in order to successfully complete Step 2 of the Wellness Plan Design. The Harlem Wellness Program will offer a mixture of on-site and off-site opportunities for staff to earn points. Staff will submit the required documentation and Step 2 completion form to the Wellness Coordinator prior to November 30th of the current insurance plan year.

Participants who successfully complete Steps 1 and 2 of the Wellness Plan Design will then have an opportunity to earn an incentive(s) in Step 3. Participants can earn a Personal Day and/or \$100 by meeting the requirement in Step 3 of the Wellness Plan Design. Staff will be required to fill out a Wellness Incentive Completion Form, along with proof of accomplishment of the activities completed. In order to waive the premium surcharge and receive incentive(s), the correct documentation must be received by the Wellness Coordinator no later than November 30th of the current year. See charts under Wellness Plan Design

options.

All Personal Days earned through the Wellness Program must be used by May of the following school year in which they were earned. After that date unused Wellness Personal Days will not be compensated and may not be banked, rolled over into sick days, or used to buy out retirement. Wellness Personal Days are “use it or lose it” days. Nothing is to prohibit the use of Wellness Personal Days in conjunction with other earned Personal Days in accordance with the guidelines of Article 7 Section B. Personal Days and \$100 incentives that are earned by employees will be reflected on the second paycheck in January, starting in January of 2018.

New hires and existing employees transferring into a benefited position will not be subject to the surcharge, or be eligible for any incentives in Step 3, until December 1st of the following year.

New hires who are in the 90-day insurance plan waiting period can start earning points towards Step 3 on December 1st with Harlem Wellness challenges.

4. Wellness Exemption

Covered individuals who are medically exempt from participation in the plan as written, may collaborate with the Wellness Coordinator to design an individual plan, approved by the Wellness Committee, whereby they can work to achieve offered incentives.

5. District Programs and Discounts

The District will make every effort to communicate or facilitate group discounts at health and wellness providers, and promote exercise classes and activities for employees.

6. District Facilities

The Harlem Wellness Program will make the best use of current facilities for wellness activities for staff members where and when appropriate. The District will make available the following facilities for the purpose of allowing staff to exercise:

- a. Access to the high school and middle school buildings while custodial staff is present, outside the student attendance day for all district employees to walk/run hallways.
- b. Access to tracks at middle school and high school.

7. Well onTarget (or other comparable online program)

Training will be offered from the Wellness Coordinator or the Wellness Liaison annually for all employees. In the event that the Well onTarget program is no longer available, the Wellness Committee will work together to determine a

suitable replacement.

8. Employee Health Confidentiality

The Harlem School District, Harlem Wellness Coordinator and the Human Resources Department will ensure that all personal health information collected from biometric screening is handled through a third party vendor that is not affiliated in any way with the Harlem School District. Employee confidentiality will be upheld throughout implementation of the Wellness Program.

9. WELLNESS PLAN DESIGN OPTIONS

The Wellness program will consist of the following categories as Steps 1, 2, and 3. This list is not all inclusive, and may be adapted with agreement from the Wellness Committee.

Step 1	Step 2	Step 3
Waive surcharge (\$50 monthly)		Personal Day and/or \$100 (To be eligible you must complete Step 1 and 2)
Biometric Screening and Online Health Assessment Due by June 30th of each year	Obtain three (3) points: <ul style="list-style-type: none"> • Seminars • Preventive Screenings • Disease Management • Autoimmune and Rheumatic Diseases • Metabolic disorders/syndromes • Cardiovascular Diseases • Cancer Follow-up Mental Health Obesity • Eating Disorders • Tobacco Cessation Due by November 30th of each year Points can be earned from December 1st of previous year to November 30th of current year.	Complete one (1) menu item from the table following to earn a Personal Day <u>or</u> \$100. Complete an additional menu item to earn the <u>other</u> incentive. Due by November 30th of each year Completion of menu item(s) from the table following from December 1st of previous year to November 30th of current year.

<p>Complete one (1) menu item below to earn a Personal Day <u>or</u> \$100. Complete an additional menu item to earn the <u>other</u> incentive.</p>
<p>Earn 20,000 Well onTarget Blue Points and/or Harlem District Challenge Points.</p>

Earn an additional 15,000 Well onTarget Blue Points and/or Harlem District Challenge Points for a total of 35,000 Well onTarget Blue Points and/or Harlem District Challenge Points.
Have a step count of over 10,000 steps for 150 days (days do not need to be consecutive and steps may not be connected to earn Blue Points or Harlem District Challenge Points).
Log 30 minutes of exercise for 150 days (days do not need to be consecutive and exercise may not be connected to earn Blue Points or Harlem District Challenge Points).
Log food intake for 150 days (days do not need to be consecutive and food intake may not be connected to earn Blue Points or Harlem District Challenge Points).
Successfully quit smoking for 150 days (days do not need to be consecutive and tobacco tracking may not be connected to earn Blue Points or Harlem District Challenge Points).
Enroll in a fitness or relaxation technique class (es) and attend a minimum of 30 sessions (days do not need to be consecutive and classes may not be connected to earn Blue Points or Harlem District Challenge Points).
Reduce BMI by 1 by using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor).
Reduce BMI by 2 by using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor).
Maintain a Healthy BMI for a period of 3 months using normal/healthy BMI guidelines (will need to weigh in and out with school nurse or Doctor).
Achieve a biometric screening with scores in the normal range in 5 out of 6 measures.

O. Dental Coverage

The maximum annual benefit paid under the District Dental Plan is \$2,500 per each covered person. Payments of dental claims by the member are not included in the medical plan deductible. When an employee uses the current plan provider dentist, the plan pays eligible, reasonable and customary dental expenses as follows:

- 85% for diagnostic and preventive services, such as exams, cleanings (up to two times in a calendar year), fluoride treatments, and space maintainers (every three years).
- 85% for basic services, such as fillings, endodontics, periodontics, and sealants.

- 50% for major services, such as crowns, orthodontia, jackets, fixed bridges, and dentures.
- \$1,000 lifetime maximum per participant under the age of nineteen (19) years for orthodontia coverage
- Annual maximum for dental benefits is \$2,500 per person. If an employee elects to use a non-Plan dentist who charges more than the Plan allowance for service, the employee must pay the additional cost.
- A complete listing of Harlem Dental Plan providers can be found on the District website at www.harlem122.org.

P. Spouse Coverage

If a spouse (as defined by law) of a covered employee has health insurance available and his/her employer pays any percentage of the premium, the spouse must enroll in the health insurance plan of his/her employer as their primary carrier. However, nothing prohibits the spouse (as defined by law) from using Harlem's Plan as secondary coverage.

Q. Insurance Committee

The District will establish an Insurance Committee comprised of up to three (3) HFT representatives, one (1) IFT representative, three (3) administrative representatives, two (2) representatives from each support staff council and two (2) insurance company representatives for the purpose of reviewing the insurance plan, reviewing a synopsis of the claims attributed to the individuals and dependents, reviewing any reimbursements received by the District and other pertinent information relevant to administering and monitoring the insurance plan. The Insurance Committee shall meet at least bi-annually. Nothing precludes the HFT from inviting its independent auditor, at its own cost, to these meetings. The Assistant Superintendent for Human Resources shall be responsible for calling the meetings. The Insurance Committee shall not have the authority to make changes to the insurance plan. The only way changes can be made to the insurance plan is if the Board bargains to agreement with the Union.

R. Insurance Information Provided to Union/Union Auditor

Upon request by the HFT, the Board shall provide the HFT with all information as permitted by law regarding the administration and funding of the insurance plan. The HFT may, at its expense, retain an independent auditor to audit the plan at any time prior to any increases taking effect for dependents.

ARTICLE ELEVEN - SALARY/DIFFERENTIALS/EDUCATIONAL CREDIT

A. Index

1. The teacher salary index for years of experience shall be five percent (5%) and for hours of graduate work shall be five percent (5%). Lanes on the educational index will be in eight (8) hour increments. However, to move to the BA+40 from the BA+24, it is a sixteen (16) hour increment. The BA+40 column will receive the same compensation as the MA column.

There will be a Two percent (2%) increase to the base salary for the 2019-2020 school year with Lane Movement and One Step; there will be a Two percent (2%) increase to the base salary for the 2020-2021 school year with Lane Movement and One Step; there will be a Three percent (3%) increase to the base salary for the 2021-2022 school year with Lane Movement and One Step.

2. Teachers who have a master's degree that required successful completion of an internship of six hundred (600) or more hours will be placed at the MA+32 column. This provision shall cover Speech and Language Technicians as well as Psychologists, Social Workers and others who have internships or fellowships equal in length at least six hundred 600 hours.

B. Salary Adjustment

Credit for course work/training is cumulative, and salaries will be adjusted at the beginning of the first semester of each school year. Credits for adjustments of salaries shall be filed with the Board of Education on or before October 1 in order to be reflected in salaries paid during the current school year.

C. Credit for Hours/Degrees

Credit for either a bachelor's or master's degree shall be granted when the accredited institution of higher learning at which the work was done officially certifies said credits have been earned. Credit for graduate hours beyond a bachelor's or master's degree shall be allowed after the date of such official notification.

D. In-service and Staff Development

1. **Fees:** There will be no charge to teachers for in-District professional development incentive workshops, except for cost-recovery fees for consumable materials, and/or fees charged by outside organizations who offer incentive workshops through the Harlem Staff Development Program.
2. **No Quotas:** There will be no quota for the number of workshops to be offered in any given year.
3. **Earned In-service Credit Prior to Master's Degree:** Any District professional development workshop credits earned prior to earning a Master's

Degree may be used for salary schedule credit both before and after the MA. This shall not be applicable to those teachers who attained a Master's Degree prior to May, 2000.

4. **District Instructors:** District instructors who teach staff development courses shall be paid forty-three (\$43.00) per clock hour. Courses offered by the Union and taught by District instructors including the ER & D Program and/or Union Leadership Institute classes approved by the Administration shall be paid at the same rate of pay as other District staff development instructors.

E. Base Salary/TRS

The salary schedules shall reflect the employees' creditable earnings prior to any TRS withdrawals. All TRS withdrawals shall be in the amounts required by law. The Board shall deduct each teacher's current contribution to the Illinois Teacher Retirement System (I.T.R.S.) from their salary. Each teacher shall have deducted from his/her salary the then applicable employee contribution to TRS, as determined by TRS. The Board shall pay up to a one percent (1%) increase from the 2018-2019 employee contribution to TRS on behalf of the teacher. Any increase above this amount will trigger a re-open of the Collective Bargaining Agreement on TRS only. In addition, the Board shall pay any increases in the TRS medical insurance contribution (THIS). The salary schedules are attached as Appendices. The base salary with TRS for each of the following school years shall be as follows:

<u>Base With TRS</u>	
2019-2020	\$ 37,627.00
2020-2021	\$ 38,380.00
2021-2022	\$ 39,531.00

F. Hold Harmless

It is hereby agreed that the Federation shall hold the Board harmless and indemnify the Board against all liabilities, loss and expense of whatever nature arising out of the Board's agreement to make payment on behalf of each teacher to the Illinois Teacher Retirement System. It is further agreed that the Board may deduct from each teacher's paycheck on a pro-rata and otherwise reasonable basis any amounts, including penalties, which the Board is obliged to pay.

G. Pay Dates

The teacher shall be paid twenty-six (26) equal bi-weekly payments. Payments shall begin on the second Friday after the first teacher work day.

H. Salary Schedules

Copies of the salary schedules are attached and identified as Appendices, pages 68, 69 and 70.

I. Differential Schedules

Copies of the differential lists are attached and identified as Appendices. The Board shall pay each teacher's contribution to the Illinois Teachers' Retirement System (I.T.R.S.) at the same rate as specified in Article 11(E). Differentials will be paid using a tiered system based on the number of years a person has held the differential position: 1-4 years, 5-9 years, and 10+ years. There is a three percent (3%) increase between tiers. Any non-bargaining unit member serving in such position(s) shall not receive an increase during the life of this Agreement. Multi-Disciplinary Team Members who fully serve on more than one team at multiple buildings will receive one differential for each such full-time team service. All differential positions may be evaluated, opened, and posted yearly.

J. Daily Rate of Pay

The daily rate of pay shall be 1/181 of the individual staff member's annual salary according to the appropriate salary Appendix.

K. Year of Service

Staff members shall be granted one (1) vertical step on the salary Appendices for each year of service in the District. A year of service is defined as at least ninety (90) school days of consecutive employment as a full-time or part-time staff member.

L. Retirement Incentive

If an employee's years of TRS creditable service and their age equal seventy-five (75) years, the employee shall be eligible to choose one of the retirement options below:

Option 1 - Notice for Next Year Retirement: The District shall provide each employee who submits an irrevocable notice of his/her intent to retire no later than the first Wednesday in March of the year prior to retirement a Four Thousand Dollars (\$4,000) non-creditable lump sum payment or 403(B) contribution, paid post retirement. The option to select this incentive will sunset on the first Wednesday in March 2020.

Option 2 – Notice for Current Year Retirement: The District shall provide each employee who submits an irrevocable notice of his/her intent to retire no later than the first Wednesday in March of the current year, a Two Thousand Dollar (\$2,000) non-creditable lump sum payment or 403(B) contribution, paid post retirement. This option to select this incentive will sunset on the first Wednesday in March, 2021.

In addition to the above options, teachers who retire from the District in good standing shall be given preferred status on the substitute list for a period of five (5) years, if the retiree opts for this benefit. These retirees shall be paid fifteen dollars (\$15.00) greater than the current substitute rate and the retiree shall be eligible to substitute for up to one hundred (120) days per year.

TRS Early Retirement Option: Teachers shall not elect or otherwise participate in the TRS Modified Early Retirement Option (ERO) or any successor program.

M. Salary Exceeding TRS Limit at Retirement

In the event that any TRS creditable payment to a teacher shall result in the Board being required to pay a penalty to the Teachers Retirement System, that payment shall be made in a post-retirement, non-TRS creditable payment. This clause will apply to any TRS creditable payment, including, but not limited to, one-time stipends for professional educational attainment or designation, and differentials included later in this Agreement.

N. Mileage Reimbursement

Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobiles in authorized service to the District, shall be reimbursed at the IRS rate in effect at the time the expense was incurred.

O. Deductions

Pursuant to applicable law, and upon written request of the employee, salary deductions shall be made for:

1. District #122 teachers, Harlem Federation of Teachers*
2. Credit Union
3. Tax sheltered annuities in a Board approved company
4. United Way
5. Dependent coverage insurance
6. COPE (Union's Political Action Committee)
7. Harlem Community Center

All items shall continue to be deducted unless the Board receives written notice to the contrary. Additional sums will be deducted for income tax upon request of the employee.

***Payroll Deduction for Federation Dues:** The District will not begin to collect dues or cease collecting dues from a bargaining unit member unless directed to do so by the Federation. In the event that any bargaining unit member comes to the District and expresses a desire to leave the Federation, the District will first direct the individual to the Federation President(s) and Treasurer. Within the timeframe set forth below, the Federation will notify the District of the status of the bargaining unit member's membership to stop the deduction of dues. Within fifteen (15) work days from the date of the Federation leadership notification by the District, the Federation shall notify the District either that 1) the bargaining unit member status has changed, or 2) the bargaining unit member has consented to remain a member of the Federation. If neither occurs within the timeframe established above, the District shall honor the initial request of the employee and stop deduction of dues.

P. Longevity Stipend

Each teacher who has exceeded Step 18 shall receive a longevity payment of Two

Thousand One Hundred Dollars (\$2,100) in addition to the Step 18 salary for their appropriate lane. This payment shall be added to the teacher's base salary commencing with the first paycheck of each school year.

Q. Teacher Replacement

A teacher who is hired to replace another teacher for a defined period of time equal to a seventy-five (75) day increment or longer shall be issued a teacher contract and shall be appropriately placed on the teacher salary schedule.

Health/medical benefits will be available to these teachers after they have taught in excess of ninety (90) work days for the District. Otherwise, these teachers shall be accorded all rights and benefits other teachers receive under this Agreement once they have taught in excess of twenty (20) days for the District. The Board shall not arbitrarily reassign these teachers to avoid this provision.

R. National Board Certification

Teachers who obtain National Board for Professional Teaching Standards Certification, psychologists who earn Nationally Certified School Psychologist status, social workers who earn Certified School Social Work Specialist (C- SSWS) status, and speech-language pathologists who earn a Certificate of Clinical Competence in Speech-Language Pathology shall receive a one-time Five Thousand Dollar (\$5,000.00) bonus. In addition, the Board shall pay the TRS contribution per Article 11(E), Base Salary/TRS.

S. Salary Stipend for Additional Hours Beyond Masters + 32

Teachers shall receive an additional Eight Hundred Dollars (\$800.00) salary stipend each year for every eight (8) hours of graduate credit hours beyond Masters + 32 up to a maximum of Masters + 56. These sums shall be added to the teacher's regular salary each year. Regular salary shall be defined as any salary reportable to the Teachers' Retirement System (TRS) as salary including, but not limited to, the individual's placement on the salary schedule which includes salary for additional credit hours and longevity plus stipends, pension payments and/or differentials payments. One hundred twenty (120) PDs or twenty-four (24) CEUs are equivalent to eight (8) semester hours of graduate credit.

T. Horizontal Advancement on Salary Schedule for Continuing Education Programs

Continuing education programs shall be approved for salary schedule advancement as follows:

1. Salary Schedule advancement will be given for PDs earned towards re-licensure up to a maximum of 120 PDs/24 CEUs for each five (5) year teaching license cycle. PDs earned during a license cycle that are not turned in for salary credit will not carry over.
2. Guidelines for approved PD credit will be parallel to the current ISBE "PD Values for Professional Development Activities".

3. Fifteen (15) Professional Development Units (PDs) or three (3) Continuing Education Units (CEUs) shall be considered the equivalent of one (1) semester hour of graduate credit. The teacher must present certification of the successful completion of the program from the sponsor and document the contact hours or CEUs awarded for that program. This documentation shall be submitted to the Human Resources Office for salary purposes.
4. **PD/CEUs Exclusions:**
 - a. Collaboration Time (as required by Article 6(A)(5) of Collective Bargaining Agreement)
 - b. Institute and School Improvement Planning Day Activities
 - c. In-service time required and paid for by the District (i.e. release time during a normal work day for teachers to attend a District-sponsored training).
 - d. Teachers attending a workshop during the workday on voluntary basis would be exempt from this exclusion.

PDs/CEUs for salary credit must be earned during employment with HSD 122. Transfers of PDs/CEUs earned outside of the District will not be allowed.

5. **Process:**

The process for submitting PDs/CEUs is as follows:

 - a. Employee submits "PD Verification for Salary Credit Form" within deadlines established on the form.
 - b. Employee submits proof of attendance.
 - c. Employee submits ELIS (Educator Licensure Information) printout of professional development activities page.
 - d. Compensation and appropriate placement on salary schedule will be completed as negotiated. (refer to Article 11(C))

U. Summer School

In the event the Board determines a need for summer school classes, the following procedures shall apply.

- a. Posting, Bidding and Selection Process:

Summer School positions shall be first posted and bid by bargaining unit employees. The Board may then post the positions for outside applicants. These positions shall be posted for at least five (5) workdays, at least two (2) weeks prior to the end of the school year preceding the summer session in which classes shall be offered. The Administration will select the most qualified applicant.

- b. Summer School Compensation:
A teacher who agrees to teach summer school shall be compensated at Summer School Rate.
- c. Payroll Periods:
Summer school teachers shall receive their summer school pay commencing on the first payroll after they have taught one full week of summer school and then on each payroll thereafter until they have earned all of their compensation for summer school.

V. Dock Days

Teachers shall be granted up to five (5) dock days a school year. If teachers are to be docked pay, the docked pay shall be based on 1/181 of the teacher's salary creditable earnings. To receive dock days, the teacher must notify the building principal and the Superintendent's Office that the days are needed at least two (2) weeks in advance of the use. Dock days may be taken for the same reasons as provided in Article 7(B)(2) - Cumulative Leave, B - Personal Leave (2) - Exceptions.

W. Summer Stipends

Summer stipends for SIP, grade level collaboration, curriculum work, staff development and any other similar activity shall be at the After-School Rate.

X. After-School Stipends

After-school stipends for SIP, required grade level collaboration, curriculum work, staff development (excluding District incentive workshops) and any similar activity shall be at the After-School Rate.

Y. Nurses

Full-time nursing services shall be provided for all schools.

Z. Teacher Attendance at IEP Meetings

Every effort shall be made to schedule IEP meetings during the contractual teacher workday. A teacher who is required to attend an IEP meeting outside of the contractual workday will be allowed to flex his/her non-student attendance contractual work day at any time prior to or after the day of the IEP meeting; except, however, that the regular classroom teacher will be compensated according to Article 11(X), After School Stipends for time spent attending IEP meetings outside the contractual workday in any of the following circumstances:

1. The IEP is for a student who is not on the teacher's regular class roster, or
2. At least five (5) calendar day's prior notice is not provided to the teacher, or
3. The teacher does not have the opportunity to flex their current non-student attendance contractual workday as stated above because of professional obligations, or

4. After a teacher has attended three (3) IEP meetings during the school year where the teacher's presence has extended outside the contracted workday.

ARTICLE TWELVE - NON-MEMBER DUES DEDUCTION

The provisions set forth in Article 12 herein will remain in effect for the term of this Agreement to the extent permitted by law.

A. Non-Union Members:

The Board of Education shall, upon the written request of an employee, withhold from his/her compensation any dues, payments or contributions specified by the employee that are payable to the Union. Such amounts shall be withheld on a pro-rated basis from each regular payroll check of the employee. The Board shall transmit such withholdings to the Union within ten (10) working days from the time of the withholding.

B. Names of Non-Members:

Upon receipt of said written request, the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

C. Union Notification to Board:

If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.

D. Indemnification:

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this Article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this Agreement. It is therefore understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Board is necessary, or which requires the expenditure of any costs or fees by the Board, the Board may select counsel of its choosing, and that "costs of defense" includes the Board's reasonable attorneys' fees, and shall reimburse same to the Board.

ARTICLE THIRTEEN - GRIEVANCE PROCEDURES

A. Definition

A grievance is defined as a complaint that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

An individual employee or group of employees may present the grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Federation or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. Grievances will be presented in the following steps:

B. Procedure

Informal Step

Within ten (10) working days of the time a grievance arises, or upon which the grievance should have reasonably been known to occur, the employee/Federation may present the grievance to his/her administrative supervisor. Within ten (10) working days after presentation of grievance, the administrative supervisor shall give his/her answer in writing to the employee/Federation. An extension of time may be allowed in writing for submitting a grievance if for some reasonable cause the employee(s) could not meet the ten (10) working day deadline.

Step 1 - Principal

1. **Written Statement:** Within ten (10) working days of the written answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant/Federation and lodged with the principal.
2. **Statement Includes:** The "Statement of Grievance" shall:
 - a. name the grievant(s);
 - b. state the facts giving rise to the grievance;
 - c. identify by appropriate reference all the provisions of this Agreement alleged to be violated;
 - d. state the contention of the grievant/Federation with respect to these provisions; and,
 - e. indicate the specific relief requested.
3. **Administrative Supervisor's Response:** Within ten (10) working days after receiving the grievance, the administrative supervisor shall communicate his/her answer in writing to the grievant/Federation, the Grievance Chairperson, and the Federation President.

Step 2 - Superintendent

1. **Appeal to Superintendent:** If the grievance is not resolved in Step 1, the

grievant/ Federation may, within ten (10) working days of receipt of administrative supervisor's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant/Federation. The administrative supervisor shall be given written notice that the grievance will be advanced to Step 2.

2. **Superintendent's Response:** The Superintendent or designated representative shall give the grievant/Federation, Federation President, and the grievant's representative(s) if not represented by the Federation, an answer in writing no later than ten (10) working days after the receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Federation, confirmed in writing.

Step 3 - Board Hearing

1. **Appeal to Board:** Within fifteen (15) working days after receiving the decision of the Superintendent, an appeal of the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision in Step 2.
2. **Board Hearing:** No later than fifteen (15) working days after receiving the appeal or at the next regularly scheduled Board meeting, whichever is later, the Board shall hold a hearing on the grievance in executive session.
3. **Board's Decision:** Within fifteen (15) working days after the hearing, the Board shall communicate its decision in writing and state their reasons to the grievant/Federation, Federation President, and the grievant's representative(s).
4. **Material Presented:** The Federation or Administration may not present any material, allegation, or remedy that was not presented in Step 2; provided however, if new material is discovered by either party after Step 2 but before the Board meeting, the grievance will be moved back to Step 2.

Step 4 - Arbitration

1. **Appeal to Arbitration:** Within thirty (30) working days after receipt of the decision of the Board, the Federation or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the agreed upon arbitration organization. If the parties can't agree on an arbitration organization, the grievance will be submitted under and in accordance with the rules of the Federal Mediation Conciliation Service (FMCS).
2. **Powers of the Arbitrator:** It shall be the function of the arbitrator, after due investigation, to make decisions in cases of alleged violations of specific articles and sections of this Agreement. However, the arbitrator shall have no power to:
 - a. add to, subtract from, disregard, alter, or modify any terms of this

- Agreement;
- b. establish salary structures, or change any salary unless such a salary change is necessary in order to comply with the contract;
 - c. rule on the termination of services of or failure to reemploy any probationary teacher;
 - d. rule on the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;
 - e. change any practice, policy, or rule of the Board or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board; nor
 - f. decide any question which, under this Agreement, is within the responsibility of the Board to decide.

In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

3. **Binding Decisions:** The decision of the arbitrator shall be final and binding on both parties.
4. **Fees and Expenses of Arbitrator:** The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for expenses for witnesses called by the other.
5. **Grievance After Termination of Agreement:** Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall be based on the terms of this Agreement.
6. **Non-Waiver of Grievance:** The fact that the grievance may have been discussed by the parties on its merits preceding the grievance being filed shall not constitute a waiver which will prohibit the grievance from being filed.
7. **Claims for Back Pay:** The Board shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed, except in those grievances that are reoccurring in nature.

C. Appearance and Representation

1. **Hearing:** Hearings held 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. Such hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.

2. **Payment of Witnesses:** The Board and the Federation are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. **Bypass Provision:** If the grievance arises from an action of authority higher than the principal of a school, the grievant/Federation may present such grievance at Step 2 of this procedure. The grievant/Federation shall provide the principal with a copy of the grievance.

D. Time Limits

1. **Extension:** Time limits provided in this Agreement may be extended by mutual agreement, confirmed in writing.
2. **Appeals:** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal at the next step of this procedure.
3. **Resolved:** Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.
4. **Definition of Days:** A day shall be defined as any day that school is in session for students. During the summer, days shall be defined as days the administrative building is open.

E. Teacher's Legal Rights

Nothing contained herein shall deny any teacher his/her rights under State or Federal Constitution or laws.

F. Mediation

1. **Settlement:** Mediation may be used in an attempt to settle the grievance prior to arbitration. The process must be by mutual agreement and both parties shall share equally in the cost.
2. **Selection of Mediator:** The mediator shall be jointly selected by the Federation and the Board. Should the dispute proceed to arbitration, the mediator cannot act as arbitrator and no offers of settlement or compromise offered at mediation may be introduced at arbitration.

G. General Provisions

1. **Union Representation:** No teacher at any stage of the grievance procedure will be required to meet with any administrator without a Union representative.
2. **Non-Reprisals:** Any teacher who participates in the grievance procedure, or who

refuses to participate in the grievance procedure, shall not be subject to disciplinary action or reprisals by the Board or the Union, as the case may be, because of such participation or non-participation.

3. **Union's Right of Presence:** The grievant/Federation shall have the right to be present at all hearings or meetings concerning his/her grievance which are conducted pursuant to this grievance procedure.
4. **Copies of Material:** The grievant/Federation shall, upon request, be provided with copies of materials presented by the Board/Administration at any hearing or conference conducted pursuant to this grievance procedure.

ARTICLE FOURTEEN – VACANCIES & TRANSFERS

A. Vacancies

1. Vacancies

The Superintendent or designee shall post on the Harlem website, a notice of all initial promotional, teaching, and differential positions, as they occur or as they are anticipated. Such positions must be posted for a minimum of five (5) working days before they can be filled. Any subsequent related transfers require only a one (1) day posting. Emergency vacancies, as defined in paragraph (4) below of this Article, shall be posted for a minimum of two (2) workdays. Any subsequent related transfers require only a one (1) workday posting.

Upon application, In-District bargaining unit employees will be considered first for filling vacancies or increased hours before hiring employees outside of the District. "Consideration" includes the review of the In-District bargaining unit employee's letter of interest, performance in their current (and any related past) positions, skill level, qualifications, certificate endorsements and appropriateness for the vacant position. Consideration does not include the guarantee of an interview. However, upon request, any In-District bargaining unit member not granted an interview or selected to fill the open position shall receive the reasons in writing specifically addressing the categories above within ten (10) working days of the decision or prior to any Board action whichever occurs first.

2. Definition of Vacancy

A vacancy shall be defined as any promotional teaching and/or differential position(s) due to serious illness, death, transfer, resignation, reduction-in-force, or newly created position.

3. Definition of a Promotional Position

Promotional positions are defined as those positions paying a salary differential or those which are of an and/or supervisory nature or both.

4. Definition of an Emergency Vacancy

An emergency vacancy shall be defined as:

- a. a resignation by a teacher with less than fifteen (15) days' notice; or,
- b. the creation of a position within two (2) weeks prior to the beginning of the school year and/or during the school year; or
- c. the opening of a position due to serious illness; or
- d. release of a teacher from a specific assignment.

B. Voluntary Transfers

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building where a vacancy exists. Such application shall be submitted online. The applicant shall notify the supervising administrator and the hiring administrator of the posted position of their intent to apply for the transfer. The interests and aspirations of the individual teacher shall be considered in all transfers, and no transfer shall be denied arbitrarily. If a building principal denies the request for transfer, he/she shall set forth his/her reasons for the denial in writing to the interested parties within ten (10) days from the date of the interview upon request from the applicant.

C. Involuntary Transfers

Involuntary transfers that result in relocating a teacher in another building, or reassigning a teacher which results in changing a teacher's immediate supervisor shall only be made in those instances that the Administration determines are most advantageous for the instructional program, and only after all voluntary movement has been exhausted. If an involuntary transfer is necessary, certification, qualifications and relevant experience will be given equal consideration among the group of potential employees being considered for a move. All other things being equal, the lowest ranked employee, according to the District's Honorable Dismissal List, shall be involuntarily transferred first. Teachers in Grouping One and Grouping Two on the District's Honorable Dismissal List, or otherwise on remediation, shall be exempt from this provision. The decision to involuntarily transfer a teacher shall not be exercised arbitrarily. A teacher cannot be involuntarily transferred to an in-school suspension position

1. **Written Notification/Release:** If an involuntary transfer is made, that individual teacher will be given a full written explanation upon request. Any teacher affected by involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract if he/she so desires.
2. **First or Second Year Teachers:** A first or second year teacher shall not be transferred unless it be in the best interest of the students in the District and/or teacher.

ARTICLE FIFTEEN - TEACHER EVALUATION

A. Objective of Evaluation

The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers.

B. Observations

Observation of all teacher duties and responsibilities shall be conducted with the full knowledge of the teacher. Informal observations which are submitted in writing to the teacher may be placed in the teacher's personnel file as a part of the evaluation process.

C. Number of Evaluations/Tenure

A tenured teacher shall receive at least one summative evaluation every two (2) years, which currently includes a professional practice component and a student growth component. The overall summative rating determination can be found in the SLO Guidebook. However, a tenured teacher whose summative performance is rated as either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of such rating.

D. Number of Evaluations/Non-Tenure

A non-tenure teacher shall receive at least one summative evaluation each year, which currently includes a professional practice component and a student growth component. The overall summative rating determination can be found in the SLO Guidebook.

E. Teacher Professional Practice

The building principal or immediate supervisor shall evaluate each teacher formally in writing.

1. Observations and Conferences - Tenure

The Teacher Professional Practice evaluation process will include a pre-conference meeting; at least one informal observation with a post conference meeting; and a formal observation for the length of a class period that is at least forty-five (45) minutes long, or a complete lesson, or the duration of an entire class period. Formal observations include both a pre- and post-observation conference. Teachers may request an additional informal observation, as needed. At the high school level, observations will not be conducted during the five days preceding the end of a semester. At all levels evaluations will not be conducted during the five days preceding the end of the school year, the day before the Thanksgiving break, the day before the winter break, and the day before the spring break. The draft of the summative evaluation shall be given to the teacher within twenty (20) school days following the last classroom observation.

2. Observations and Conferences Non-tenure

The Teacher Professional Practice evaluation process will include a pre-conference meeting; at least two informal observations with a post-conference meeting; and two formal observations for the length of a class period that is at least forty-five (45) minutes long, or a complete lesson, or the duration of an entire class period. Formal observations include both a pre- and post-observation conference. Teachers may request an additional informal observation, as needed. At the high school level, evaluations will not be conducted during the five days preceding the end of a semester. At all levels evaluations will not be conducted during the five days preceding the end of the school year, the day before the Thanksgiving break, the day before the winter break, and the day before the spring break. The draft of the summative evaluation shall be given to the teacher within twenty (20) school days following the last classroom observation.

3. Right of Attachment

If the teacher feels his/her written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

4. Right of Review and Presentation of Evidence

After all observations have been made, the administrator shall provide a draft of the evaluation (which will include a tentative overall summative rating) prior to the final conference. Teachers shall have five (5) school days to submit any additional evidence to the evaluator after the draft summative rating is given, in advance of the final conference to allow the administrator an opportunity to incorporate the submitted evidence into the final evaluation.

F. Tenured – Needs Improvement Rating

All tenured teachers who receive a rating of “Needs Improvement” shall be required to complete a Professional Development Plan (PDP). The PDP must be developed within thirty (30) school days after receiving a Summative Rating of “needs improvement”. A PDP is developed by the Evaluator in consultation with the Teacher and takes into account the Teacher’s ongoing professional responsibilities including his/her regular assignments. The PDP will be directed to the areas that need improvement, and will include a description of the types of evidence that will be accepted to show progress/achievement of a goal as well as supports that the district will provide to address the performance areas needing improvement. The teacher and Evaluator will have ongoing conversations based upon evidence gathered by both Teacher and Evaluator (e.g., Data Logs, reflection forms, lesson planning, student work, formal and informal observations). A minimum of three (3) observations shall be required for the PDP period, of which two (2) must be formal observations. Formal observations include both a pre-and-post observation conference. The teacher will receive a Summative Evaluation at the end of the PDP period. Evaluators will identify strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating,

The PDP period does not have a minimum or maximum timeframe. If the Teacher has corrected the performance areas and receives a rating of “proficient” or “excellent”, he or she is returned to the regular evaluation cycle (PERA 2010.)

G. Tenured – Unsatisfactory Rating

A Remediation Plan will be developed within thirty (30) school days for all tenured teachers who receive a summative rating of “unsatisfactory” in order to correct deficiencies cited, provided the deficiencies are deemed remediable. Clearly defined expectations as outlined in the teacher evaluation plan and the Framework for Teaching (FfT) will be included in the Remediation Plan. The teacher and evaluator will have ongoing conversations based upon evidence gathered by both teacher and evaluator during the remediation period (e.g., Data Logs, reflection forms, lesson planning, student work, formal and informal observations). The remediation period is defined as a period of ninety (90) school days with a midpoint evaluation and a final evaluation (summative evaluation rating). A minimum of three (3) observations shall be required each evaluation cycle, of which two (2) must be a formal observation. Formal observations include both a pre-and-post observation conference. Administrators will identify strengths and weaknesses based upon formative feedback, planning and reflecting conversations, as well as attendance and subject competency when determining a Summative Evaluation Rating.

If the teacher has corrected the performance deficiencies and receives a rating of “proficient” or “excellent” at the conclusion of the ninety (90) school day remediation cycle, he or she is returned to the regular evaluation cycle, shall not suffer any loss of compensation as a result of the remediation, and shall be placed at his/her appropriate step on the salary schedule. The teacher shall then be evaluated at least once in the school year following the receipt of his/her unsatisfactory rating; if the teacher achieves a rating equal to or better than “Proficient”, he/she shall return to the regular evaluation schedule at least once every two years.

If, at the conclusion of the remediation period, the teacher has not corrected the performance deficiencies and receives a rating of “needs improvement” or “unsatisfactory”, the Board shall dismiss the teacher in accordance with the School Code. Failure to strictly comply with time requirements contained in this Agreement shall not invalidate the results of the remediation plan.

H. Consulting Teacher

A teacher shall be eligible to work as a “consulting teacher” provided the teacher meets the following criteria:

- a. is a teacher as defined by this Agreement;
- b. has at least five (5) years teaching experience;
- c. has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant; and,
- d. has received an excellent rating on his/her most recent evaluation.

1. Consulting Teacher Roster

When a consulting teacher is needed, the Board, or designee, shall furnish the Union with a roster of teachers qualified in the specific area as consulting teachers. The roster shall include the subject(s) and/or assignments of the teachers. The Union recognizes that it is a professional obligation of teachers to serve as consulting teachers and shall submit to the Administration a roster of at least five (5) qualified teachers or all such qualified teachers if the number is less than five (5). The Administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit within five (5) school days of receipt of request for such roster, then the Administration may select any teacher qualified to serve as a consulting teacher. Any teacher may decline to serve as a consulting teacher.

2. Release Time/Stipend

If specified by the remediation plan, a consulting teacher shall be granted released time for the purpose of observing an unsatisfactory teacher in the classroom, scheduled at the discretion of the principal. The consulting teacher will receive one (1) stipend of \$1,000 for the remediation period.

3. Reasons/Notice/Representation

When any teacher is required to appear before one or more board members or any administrator concerning a matter which could adversely affect the continuation of that teacher in his/her position of employment, or his/her salary or any increments pertaining thereto, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him/her and represent him/her during such meeting or interview.

I. Just Cause Dismissal

Termination of any teacher shall be for just cause and preceded by:

1. the faithful execution of the evaluation procedure and the honoring of all teacher rights included in this Agreement and applicable statutes and board policy;
2. a conference with the teacher by the appropriate administrator prior to taking any action; and,
3. a written explanation for the action to the teacher.

J. Written Response to Material

Materials related to discipline or reemployment may not be placed in the teacher's personnel file without first giving the teacher a copy of the document and notifying them that a copy will be placed in their personnel file. The teacher shall also have an opportunity to place a written response to this material in his/her file.

K. Modification of the Teacher Evaluation Plan

Any substantive revisions or modifications of the plan shall be reviewed and discussed by joint representatives of the staff, Union and the Administration.

ARTICLE SIXTEEN - TEACHER PROTECTION

A. Parent-Student Complaints – Procedures

When an administrator receives a complaint from a parent about a teacher, the administrator shall normally notify the teacher of the complaint and encourage the parent to contact the teacher to resolve the complaint. In the event the Administration believes that actions alleged in the complaint could compromise the safety or wellbeing of students, or could violate law or policy, the Administration may choose to initiate an immediate investigation.

No disciplinary action shall be taken without identifying the complainant unless there is independent corroborating evidence or a judicial or quasi-judicial determination of inappropriate actions.

B. Teacher-Supervisor Complaints

In the event an employee has a concern that is not contractual in nature, the employee shall first discuss the concern with his/her direct supervisor and work to resolve it there. If the concern is not or cannot be resolved at this level, the employee may submit the complaint in writing within fifteen (15) business days of the incident or the informal discussion with the direct supervisor to the Assistant Superintendent for Human Resources. Within ten (10) business days of receipt of the complaint, the Assistant Superintendent for Human Resources will acknowledge the complaint in writing and meet with the involved parties to resolve the complaint. If the concern is not resolved by the Assistant Superintendent for Human Resources, the employee shall refer it to the Superintendent. The Superintendent shall acknowledge the complaint in writing and meet with the parties involved to resolve the complaints within ten (10) business days of receipt of the complaint, the Superintendent will inform the Board and HFT leadership of any unresolved complaints.

C. Adverse Criticism

This is covered in Board Policy 6:231-AP, 6:231-AP-2 and 6:231-E – which is a formal process for any adverse criticism.

D. Teacher Protection

The Board and the Federation agree that matters pertaining to supervisor-teacher or Board-teacher relationships are most properly conducted in private and not in the presence of students.

E. Review Personnel File

Upon written request to the Assistant Superintendent for Human Resources, each employee shall have access within no more than five (5) work days, for examination

purposes, to all of the material in his/her personnel file. The examination of the personnel file shall occur during regular business hours and during a time when the employee is not otherwise assigned. Such examination shall be in the presence of a designated employee of the Board and a representative of the Federation, at the teacher's request. The section shall not be applicable to any evaluative or reference information received by the Board prior to the employment day with the District.

ARTICLE SEVENTEEN - FEDERATION BANK

A. Enrollment Period

The Federation Bank is a voluntary bank of sick leave days administered by the Federation's Leave Bank committee, which may be used for serious illness or Union business by participating members. The employer and Union agree that the employer shall, pursuant to the direction of the Federation's Leave Bank committee, accept donations and withdrawals of employees' sick days to the Federation Bank.

B. Notification

The Union will notify the District each year by August 1 of the policies and procedures for that year's Federation Bank usage.

C. Indemnification

The Union will indemnify and hold harmless the employer for any claims arising from this Article.

D. Auto-Re-Enrollment

There shall be automatic re-enrollment to the Federation Bank for all Federation Bank members in the Harlem School District (i.e. the members of the District's Sick Bank as of June 30, 2019). Enrolled tenured Federation Bank members shall contribute irrevocably one (1) sick leave day each year if needed to the Bank to be administered by the Federation Bank Committee. Newly tenured teachers who desire membership in the Federation Bank shall notify Federation within the first month of tenure. Membership may be terminated if the Federation is notified in writing within the first month of school.

E. Withdrawals from Bank

A tenured member of the Federation Bank who has exhausted their accumulated personal/sick leave allowance, who has been absent for at least five (5) unpaid working days, may request withdrawals from the Federation Bank. A physician's statement shall be included with each request. An employee may be granted a maximum of one hundred sixty-five (165) consecutive days of Federation Bank leave per school year if there are sufficient days available in the Bank. Each application for Federation Bank leave may not recess periods shall not be considered an interruption in an employee's use of consecutive Federation Bank days for the same illness or condition; however, these days shall not count toward the one-hundred sixty-five (165) consecutive Federation Bank days under this section. Each member shall have a maximum benefit of three hundred fifty (350) days. After meeting the five (5) days deductible on one (1) occasion an employee will not be subject to the deductible again during that school year.

ARTICLE EIGHTEEN - FEDERATION RIGHTS AND RESPONSIBILITIES

A. Federation Days

The HFT President position shall be granted release time dedicated to completing Union business. If it is a secondary teacher the individual will be granted one (1) class period per day. If it is an elementary teacher, the position will be granted two (2) school days per month not to be used on the first or last student attendance day of the week. If there are Co-Presidents only one of the individuals will be granted the release time. Federation days may be used in the event the Federation sends representatives to local, state, or national conventions or on other business pertinent to the Federation. These representatives shall be excused without loss of pay or personal days. The total amount of Federation days shall not exceed twenty (20) days per school year.

B. Notice to Use Federation Days

Union business must be submitted into the staff attendance system.

C. Teacher Rights

The Board agrees that teachers shall have the right to organize, join and assist the Federation, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, and improving conditions of professional service.

D. Access to Buildings

Union President(s) and Grievance Chair shall be issued a swipe card with limited access to all buildings. The Board agrees that the Federation and its representatives shall have the right to use school buildings for meetings and to transact official Federation business on school property at all reasonable times provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service.

E. Board Minutes/Agenda

The Board Agenda and Minutes are posted on the District's website.

F. Access to Bulletin Boards

The Board will provide the Federation with space for one bulletin board in each school building either in the teachers' lounge or the teachers' workroom.

G. Use of Equipment

The Federation may rent telephones, printing and copying equipment upon approval of their requests by the building principal and based on a designated rate set by the Board of Education. Such equipment cannot be rented during the teachers' regular school work day. The Federation will be provided guest Internet access for union business.

H. Federation Officers

The officers and building stewards of the Federation shall be listed in the Personnel Directory.

I. HFT Officers Stipends

The parties have agreed that the Board of Education will pay the five (5) elected Harlem Federation of Teachers' officers and building representative stipends. These stipends will be reported to the Teachers' Retirement System (TRS) and paid by the Board as creditable earning in the same manner as any other differential position.

On or about September 1, of each year, the Union will notify the Board of the amount of the stipend for each officer and building representative of the Harlem Federation of Teachers for the forthcoming school year.

These stipends shall be paid by the Board to each of the Harlem Federation of Teachers' officers semi-annually with the first payment no later than December 15, and the last payment no later than May 15 of each year. The Board of Education's costs will be one hundred percent (100%) reimbursed by the Harlem Federation of Teachers upon each semi-annual payment.

ARTICLE NINETEEN - PROFESSIONAL DEVELOPMENT

A. In-services

The District shall continue to provide in-service programs to teachers. These in-services shall be designed so that they will assist teachers in completing their Certificate Renewal Plans (CRP) or equivalent. Equivalent means mandated by the State of Illinois for licensure. The District shall notify staff of the availability of the in-service programs and the amount of credit that will be granted for attendance. Attendance at any in-service offered outside the regular workday shall be voluntary.

ARTICLE TWENTY - JOB SHARING

Job Sharing partnerships that have been Board-approved for the 2019-2020 school year will be honored. No job sharing partnerships shall be effective beginning with the 2020-2021 school year.

ARTICLE TWENTY-ONE - WAIVER OF MID-TERM BARGAINING

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. Therefore, the Board and Federation for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over any matter

which either is referred to in this Agreement or which included the exchange of proposals and substantive counterproposals made by either party during the course of negotiating this or any prior agreements.

- B. The Federation and the Board agree that there may be instances where strict adherence to contract language may impede implementation of educational alternatives which are designed to meet student needs. In those instances, the Federation and the Administration may discuss possible alternatives to provide relief from a specific contract provision in order to meet student needs. Mutual agreements reached in this process shall be considered non-precedential. Any letters of understanding reached under this provision shall terminate upon the expiration of this contract or as specified in the letter of understanding whichever date shall first occur.

ARTICLE TWENTY-TWO - TERMS OF AGREEMENT

A. Effect of Agreement

This Agreement shall be effective as of August 11, 2019, and shall continue in full force and effect until midnight August 10, 2022; provided however, that salary and fringe benefits are effective on the first pay of the 2019-2020 academic year, any amendments or modifications to this Agreement shall be signed by both parties and attached to this Agreement.

B. Commitment of Parties

This Agreement shall constitute the full and complete commitment between both parties. It supersedes and cancels all previous agreements between the Board and the Union. If any clause, paragraph, section, or article in this Agreement should be judged contrary to the constitution of the State of Illinois and/or of the United States, by any court of official jurisdiction, then only that clause, paragraph, section, or article should be considered null and void; however, negotiations shall commence immediately on that clause, paragraph, section or article. All other language in this Agreement shall remain in full force and effect for the duration of this Agreement.

C. Article and Section titles are for ease of reference only

APPENDICES SUMMARY

Division Chair Differentials

2019-2020
2020-2021
2021-2022

Differential Schedules (Athletic)

2019-2020
2020-2021
2021-2022

Differential Schedules (Non-Athletic)

2019-2020
2020-2021
2021-2022

Harlem School District Medical Summary of

Benefits

Salary Schedules

2019-2020
2020-2021
2021-2022

Division Chair Differentials

1. Also see Article 11(I)-Differential Schedules
2. General Education teachers shall be counted in only one (1) division. This shall be the division in which the staff member spends the preponderance of his/her teaching time. If the staff member divides his/her time equally within two divisions, the staff member shall be assigned to the division with the fewest members. Special Education teachers will be part of the special education division and the division for the subject they teach the majority of their day, if it applies.
3. Fine Arts staff members shall include art, music and drama.
4. No staff members shall be eligible to hold more than one chair position.

5.

Staff Members	1 to 9	10 to 17
2020-2022	\$ 1,814.00	\$ 2,033.00

6. Any Department/division with 18 or more certified staff members shall have two (2) division chairs.

A joint Union and Administration committee shall be formed to review differential positions on an annual basis. Members may submit proposals to add and revise existing differential positions.

Division Chair Differential Positions

High School Bus/Career Education	High School Social Studies
High School Family/Consumer Science	High School Special Ed. (2)
High School Fine Arts	
High School Foreign Language	Middle School Elective/Exploratory
High School Guidance	Middle School English
High School Industrial/Technology Education	Middle School Math
High School Language Arts	Middle School Physical Ed/Health
High School Math	Middle School Reading
High School Driver’s Ed	Middle School Science
High School Science	Middle School Social Studies
High School Physical Ed/Health	Middle School Special Ed
District School Psychologists	Middle School Fine Arts
District School Social Workers	Middle School Guidance
District School Speech/Language Pathologists	Elementary – Literacy Specialists
Parent Educators	Elementary – Special Education
Elementary Art	ESL/ELL
Elementary Music	HOLA/Bilingual
Elementary Librarian	Elementary Physical Ed
Elementary – K	Elementary – Pre K-K
Elementary – Grade 1	Elementary – Grade 2
Elementary – Grade 3	Elementary – Grade 4
Elementary – Grade 5	Elementary – Grade 6

***Division Chair Differential as in Article 11 (I) – Differential Schedules**

2019-2022 DIFFERENTIAL SCHEDULES

	<u>District Employee</u>			<u>Non-District Employee</u>
	<u>1-4 Years In Position</u>	<u>5-9 Years In Position</u>	<u>10+ Years In Position</u>	
<u>CO-ED DIFFERENTIALS</u>				
HS Asst. Golf - Assistant Level I	3,872	3,988	4,108	3,872
Middle School Golf	2,778	2,855	2,935	2,778
Middle School Cross Country	2,778	2,855	2,935	2,778
Middle School Head Track	2,778	2,855	2,935	2,778
Middle School Asst. Track (4)	2,254	2,322	2,392	2,254
Middle School Head (8) Soccer	2,778	2,855	2,935	2,778
Middle School Head (7) Soccer	2,778	2,855	2,935	2,778
Middle School Head Swimming/Diving	2,778	2,855	2,935	2,778
Middle School Assistant Swimming	2,254	2,322	2,392	2,254
Middle School Head 8 Tennis	2,778	2,855	2,935	2,778
Middle School Head 7 Tennis	2,778	2,855	2,935	2,778
Weight Room Supervisor	4,842	4,987	5,137	4,842
H.S. Head Scholastic Bowl	4,842	4,987	5,137	4,842
<u>BOYS' ATHLETIC DIFFERENTIALS</u>				
	<u>1-4 Years</u>	<u>5-9 Years</u>	<u>10 + Years</u>	<u>Non-District Employee</u>
Head Varsity Football	6,453	6,647	6,846	6,453
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level II	2,906	2,993	3,083	2,906
Assistant Level II	2,906	2,993	3,083	2,906
Assistant Level II	2,906	2,993	3,083	2,906
Assistant Level II	2,906	2,993	3,083	2,906
MS Head Football	2,778	2,855	2,935	2,778
MS Head Football	2,778	2,855	2,935	2,778
MS Assistant Football	2,254	2,322	2,392	2,254
MS Assistant Football	2,254	2,322	2,392	2,254
Head Varsity Soccer	4,842	4,987	5,137	4,842

Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
<u>BOYS' DIFFERENTIAL SCHEDULE</u> <u>(continued)</u>	1-4 Years	5-9 Years	10 +	Non-District Employee
Head Varsity Basketball	6,453	6,647	6,846	6,453
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level II	2,906	2,993	3,083	2,906
Assistant Level II	2,906	2,993	3,083	2,906
MS Head 8 Basketball (2)	2,778	2,855	2,935	2,778
MS Assistant Basketball	2,254	2,322	2,392	2,254
MS Head 7 Basketball (2)	2,778	2,855	2,935	2,778
MS Assistant Basketball	2,254	2,322	2,392	2,254
Head Varsity Wrestling	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level II	2,906	2,993	3,083	2,906
MS Head 8 Wrestling	2,778	2,855	2,935	2,778
MS Head 7 Wrestling	2,778	2,855	2,935	2,778
Head Varsity Swimming/Diving	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Baseball	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Tennis	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Head Track - Indoor	2,421	2,494	2,568	2,421
Asst. Track - Indoor	1,936	1,995	2,054	1,936
Asst, Track – Indoor	1,936	1,995	2,054	1,936
Asst. Track – Indoor	1,936	1,995	2,054	1,936
Head Track - Outdoor	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Golf	4,842	4,987	5,137	4,842
Head Cross Country	4,842	4,987	5,137	4,842
Assistant Cross Country Level 1	3,872	3,988	4,108	3,872
Head Bowling	4,842	4,987	5,137	4,842
Assistant Level 1 (2)	3,872	3,988	4,108	3,872

Middle School_Head 8 Volleyball	2,778	2,855	2,935	2,778
Middle School Head 7 Volleyball	2,778	2,855	2,935	2,778
Middle School Assistant 7/8 Volleyball	2,254	2,322	2,392	2,254
GIRLS' ATHLETIC DIFFERENTIALS SCHEDULE	1-4 Years	5-9 Years	10+ Years	Non-District Employee
Head Varsity Tennis	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Volleyball	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
MS Head 8 Volleyball	2,778	2,855	2,935	2,778
MS Head 7 Volleyball	2,778	2,855	2,935	2,778
MS Assistant Volleyball 7/8	2,254	2,322	2,392	2,254
Head Varsity Swimming	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Basketball	6,453	6,647	6,846	6,453
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level II	2,906	2,993	3,083	2,906
Assistant Level II	2,906	2,993	3,083	2,906
MS Head 8 Basketball (2)	2,778	2,855	2,947	2,778
MS Head 7 Basketball (2)	2,778	2,855	2,935	2,778
Head Varsity Softball	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Head Varsity Soccer	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Head Track - Indoor	2,421	2,494	2,568	2,421
H.S. Asst. Track - Indoor	1,936	1,995	2,054	1,936
Asst. Track – Indoor	1,936	1,995	2,054	1,936
Asst. Track – Indoor	1,936	1,995	2,054	1,936
Head Track - Outdoor	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level I	3,872	3,988	4,108	3,872
Assistant Level 1	3,872	3,988	4,108	3,872

Head Varsity Golf	4,842	4,987	5,137	4,842
Head Cross Country	4,842	4,987	5,137	4,842
Assistant Level 1	3,872	3,988	4,108	3,872
Head Bowling	4,842	4,987	5,137	4,842
Assistant Level I	3,872	3,988	4,108	3,872
Varsity Fall Sideline/Cheer Coach	4,842	4,987	5,137	4,842
GIRLS' DIFFERENTIAL SCHEDULE (continued)	1-4 Years in Positions	5-9 Years in Positions	10 + Years In Position	Non-District Employee
Varsity Winter Sideline/Cheer Coach	4,842	4,987	5,137	4,842
Junior Varsity Fall Sideline/Cheer Coach	3,872	3,988	4,108	3,872
Junior Varsity Winter Sideline/Cheer Coach	3,872	3,988	4,108	3,872
Varsity Fall Competitive Dance	4,842	4,987	5,137	4,842
Varsity Winter Competitive Dance	4,842	4,987	5,137	4,842
Junior Varsity Fall Competitive Dance	3,872	3,988	4,108	3,872
Junior Varsity Winter Competitive Dance	3,872	3,988	4,108	3,872
MS Fall 7/8 Sideline Dance	2,778	2,855	2,935	2,778
MS Winter 7/8 Competitive Cheer	2,778	2,855	2,935	2,778
MS Winter 7/8 Competitive Cheer Assistant	2,254	2,322	2,392	2,254
MS Fall 7/8 Sideline Cheer	2,778	2,855	2,935	2,778
MS Winter 7/8 Competitive Dance	2,778	2,855	2,935	2,778

Assistant Level I - Varsity Assistant, Head Sophomore and Head Freshman
Assistant Level II - Assistant Sophomore and Assistant Freshman

NON - ATHLETIC DIFFERENTIAL SCHEDULE				
NON-ATHLETIC DIFFERENTIALS				
	1-4 Years in Position	5-9 Years in Position	10+ Years in Position	Non-District Employee
H.S. Instrumental Music Director	4,842	4,987	5,137	4,842
M.S. Band Director	4,842	4,987	5,137	4,842
H.S. Jazz Band Director	3,226	3,323	3,423	3,226
H.S. Marching Band Director	3,226	3,323	3,423	3,226
H.S. Vocal Director	4,842	4,987	5,137	4,842
H.S. Voices of Harlem Director	3,226	3,323	3,423	3,226
M.S. Vocal Director	4,842	4,987	5,137	4,842
Grade 6 Band Director	4,842	4,987	5,137	4,842
Magnet School Music Coordinator	3,229	3,326	3,426	3,229
Summer Band Lesson Facilitator	1,056	1,088	1,120	1,056

Elementary Music/Activity Sponsors	1,614	1,662	1,712	1,614
Elementary Art/Activity Sponsors	1,614	1,662	1,712	1,614
M.S. Yearbook	2,906	2,993	3,083	2,906
Elementary Yearbook	798	822	846	798
H.S. Fall Play Director (2)	1,614	1,662	1,712	1,614
H.S. Fall Play Asst. Director (2)	969	998	1,028	969
NON-ATHLETIC DIFFERENTIALS (continued)	1-4 Years	5-9 Years	10+ Years	Non-District Employee
H.S. Spring Musical Director	1,614	1,662	1,712	1,614
H.S. Spring Musical Asst. Director	969	998	1,028	969
M.S. Spring Musical Director	1,614	1,662	1,712	1,614
M.S. Spring Musical Asst. Director	969	998	1,028	969
M.S. Fall Play Director	1,614	1,662	1,712	1,614
M.S. Fall Play Asst. Director	969	998	1,028	969
M.S. Drama Director	1,614	1,662	1,712	1,614
H.S. Student Council Sponsor	3,727	3,839	3,954	3,727
M.S. Student Council Sponsor	2,906	2,993	3,083	2,906
H.S. I.D. Photographer	1,293	1,331	1,372	1,293
M.S. I.D. Photographer	1,293	1,331	1,372	1,293
H.S. National Honor Society Sponsor	1,056	1,088	1,120	1,056
HS Key Club Sponsor	1,056	1,088	1,120	1,056
Grade 7 Class Sponsor	806	830	855	806
Grade 8 Class Sponsor	806	830	855	806
Grade 9 Class Sponsor/Student Council Sponsor	2,906	2,993	3,083	2,906
Grade 10 Class Sponsor	1,056	1,088	1,120	1,056
Grade 11 Class Sponsor	1,552	1,599	1,646	1,552
Grade 12 Class Sponsor	1,056	1,088	1,120	1,056
**Drug Education Facilitators/SADD Sponsor	798	822	846	798
Science Facilitators	798	822	846	798
Teacher Mentor Coordinator	1,490	1,534	1,581	1,490
Project Planet Sponsor	798	822	846	798
Project IF Sponsor	798	822	846	798
FCCLA Sponsor (Family & Consumer Clubs of Am.)	798	822	846	798
**BPA Sponsor (Bus. Prof. of America)	798	822	846	798
WYSE Sponsor (World Youth in Science & Eng.)	798	822	846	798
DECA Sponsor (Dist. Ed. Clubs of America)	798	822	846	798
M.S. Reading Club Advisor	1,560	1,607	1,655	1,560
M.S. Art Club Sponsor	798	822	846	798
M.S. Drama Club Sponsor	798	822	846	798

H.S. Math Team Sponsor	798	822	846	798
H.S. Science Olympiad Sponsor	1,550	1597	1,644	1,550
M.S. Science Olympiad Sponsor	1,550	1,597	1,644	1,550
Multi-Disciplinary Team Member *	1,198	1,234	1,272	1,198
Partner Aided Input (PAI)	2,482	2,556	2,633	2,482
Ticket Manager	6,453	6,647	6,846	6,453
**HS Yearbook (if no class)	2,906	2,993	3,083	2,906
**HS Newspaper (if no class)	2,906	2,993	3,083	2,906
** Broadcasting Club Sponsor (If no class)	1,056	1,088	1,120	1,056
NON-ATHLETIC DIFFERENTIALS (continued)	1-4 Years in Positions	5-9 Years in Positions	10+ Years in Position	<u>Non-District Employee</u>
Link Crew	798	822	846	798
District Wide Registration Organizer	1,515			
M.S. Learning Center Tech. Facilitator (per hour)	18			
H.S. Technology Facilitator (per hour)	18			
Elem. Sub. Rate for Classroom Teacher (per hour)	39			
Secondary Substitute Rate for Classroom Teacher (per class period.)	32			
After School Detention Supervisor (per hour)	17			
Saturday School Supervisor (per hour)	17			
Translating Rate (meetings/correspondence: per hour)	21			
After-School Stipend Rate (per hour)	22			
Professional Rate (per hour)	27			
Summer School Rate (per hour)	32			
Testing Rate (per hour)	32			
* Multi-Disciplinary Team Stipend = number of people mandated by state and federal guidelines for diagnostic team attendance ** Italicized Differentials remain unfilled				

INDEX 2019-2020 5 by 5	BA	BA + 8	BA +16	BA +24	BA + 40 MA	MA + 8	MA +16	MA +24	MA +32	MA +40	MA +48	MA +56
Step 1	37,627	39,508	41,390	43,271	45,152	47,034	48,915	50,796	52,678	53,478	54,278	55,078
Step 2	39,508	41,390	43,271	45,152	47,034	48,915	50,796	52,678	54,559	55,359	56,159	56,959
Step 3	41,390	43,271	45,152	47,034	48,915	50,796	52,678	54,559	56,441	57,241	58,041	58,841
Step 4	43,271	45,152	47,034	48,915	50,796	52,678	54,559	56,441	58,322	59,122	59,922	60,722
Step 5	45,152	47,034	48,915	50,796	52,678	54,559	56,441	58,322	60,203	61,003	61,803	62,603
Step 6	47,034	48,915	50,796	52,678	54,559	56,441	58,322	60,203	62,085	62,885	63,685	64,485
Step 7	48,915	50,796	52,678	54,559	56,441	58,322	60,203	62,085	63,966	64,766	65,566	66,366
Step 8	50,796	52,678	54,559	56,441	58,322	60,203	62,085	63,966	65,847	66,647	67,447	68,247
Step 9	52,678	54,559	56,441	58,322	60,203	62,085	63,966	65,847	67,729	68,529	69,329	70,129
Step 10	54,559	56,441	58,322	60,203	62,085	63,966	65,847	67,729	69,610	70,410	71,210	72,010
Step 11	56,441	58,322	60,203	62,085	63,966	65,847	67,729	69,610	71,491	72,291	73,091	73,891
Step 12	58,322	60,203	62,085	63,966	65,847	67,729	69,610	71,491	73,373	74,173	74,973	75,773
Step 13	60,203	62,085	63,966	65,847	67,729	69,610	71,491	73,373	75,254	76,054	76,854	77,654
Step 14	62,085	63,966	65,847	67,729	69,610	71,491	73,373	75,254	77,135	77,935	78,735	79,535
Step 15	63,966	65,847	67,729	69,610	71,491	73,373	75,254	77,135	79,017	79,817	80,617	81,417
Step 16	63,966	67,729	69,610	71,491	73,373	75,254	77,135	79,017	80,898	81,698	82,498	83,298
Step 17	63,966	69,610	71,491	73,373	75,254	77,135	79,017	80,898	82,779	83,579	84,379	85,179
Step 18	63,966	69,610	71,491	73,373	77,135	79,017	80,898	82,779	84,661	85,461	86,261	87,061
Longevity	66,066	71,710	73,591	75,473	79,235	81,117	82,998	84,879	86,761	87,561	88,361	89,161

INDEX 2020-2021 5 by 5	BA	BA + 8	BA +16	BA +24	BA + 40 MA	MA + 8	MA +16	MA +24	MA +32
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Step 1	38,380	40,299	42,218	44,137	46,056	47,975	49,894	51,813	53,732
Step 2	40,299	42,218	44,137	46,056	47,975	49,894	51,813	53,732	55,651
Step 3	42,218	44,137	46,056	47,975	49,894	51,813	53,732	55,651	57,570
Step 4	44,137	46,056	47,975	49,894	51,813	53,732	55,651	57,570	59,489
Step 5	46,056	47,975	49,894	51,813	53,732	55,651	57,570	59,489	61,408
Step 6	47,975	49,894	51,813	53,732	55,651	57,570	59,489	61,408	63,327
Step 7	49,894	51,813	53,732	55,651	57,570	59,489	61,408	63,327	65,246
Step 8	51,813	53,732	55,651	57,570	59,489	61,408	63,327	65,246	67,165
Step 9	53,732	55,651	57,570	59,489	61,408	63,327	65,246	67,165	69,084
Step 10	55,651	57,570	59,489	61,408	63,327	65,246	67,165	69,084	71,003
Step 11	57,570	59,489	61,408	63,327	65,246	67,165	69,084	71,003	72,922
Step 12	59,489	61,408	63,327	65,246	67,165	69,084	71,003	72,922	74,841
Step 13	61,408	63,327	65,246	67,165	69,084	71,003	72,922	74,841	76,760
Step 14	63,327	65,246	67,165	69,084	71,003	72,922	74,841	76,760	78,679
Step 15	65,246	67,165	69,084	71,003	72,922	74,841	76,760	78,679	80,598
Step 16	65,246	69,084	71,003	72,922	74,841	76,760	78,679	80,598	82,517
Step 17	65,246	71,003	72,922	74,841	76,760	78,679	80,598	82,517	84,436
Step 18	65,246	71,003	72,922	74,841	78,679	80,598	82,517	84,436	86,355
Longevity	67,346	73,103	75,022	76,941	80,779	82,698	84,617	86,536	88,455

MA +40	MA +48	MA +56
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54,532	55,332	56,132
56,451	57,251	58,051
58,370	59,170	59,970
60,289	61,089	61,889
62,208	63,008	63,808
64,127	64,927	65,727
66,046	66,846	67,646
67,965	68,765	69,565
69,884	70,684	71,484
71,803	72,603	73,403
73,722	74,522	75,322
75,641	76,441	77,241
77,560	78,360	79,160
79,479	80,279	81,079
81,398	82,198	82,998
83,317	84,117	84,917
85,236	86,036	86,836
87,155	87,955	88,755
89,255	90,055	90,855

INDEX 2021-2022 5 by 5	BA	BA + 8	BA +16	BA +24	BA + 40 MA	MA + 8	MA +16	MA +24	MA +32
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MA +40	MA +48	MA +56
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Step 1	39,531	41,508	43,484	45,461	47,437	49,414	51,390	53,367	55,343
Step 2	41,508	43,484	45,461	47,437	49,414	51,390	53,367	55,343	57,320
Step 3	43,484	45,461	47,437	49,414	51,390	53,367	55,343	57,320	59,297
Step 4	45,461	47,437	49,414	51,390	53,367	55,343	57,320	59,297	61,273
Step 5	47,437	49,414	51,390	53,367	55,343	57,320	59,297	61,273	63,250
Step 6	49,414	51,390	53,367	55,343	57,320	59,297	61,273	63,250	65,226
Step 7	51,390	53,367	55,343	57,320	59,297	61,273	63,250	65,226	67,203
Step 8	53,367	55,343	57,320	59,297	61,273	63,250	65,226	67,203	69,179
Step 9	55,343	57,320	59,297	61,273	63,250	65,226	67,203	69,179	71,156
Step 10	57,320	59,297	61,273	63,250	65,226	67,203	69,179	71,156	73,132
Step 11	59,297	61,273	63,250	65,226	67,203	69,179	71,156	73,132	75,109
Step 12	61,273	63,250	65,226	67,203	69,179	71,156	73,132	75,109	77,085
Step 13	63,250	65,226	67,203	69,179	71,156	73,132	75,109	77,085	79,062
Step 14	65,226	67,203	69,179	71,156	73,132	75,109	77,085	79,062	81,039
Step 15	67,203	69,179	71,156	73,132	75,109	77,085	79,062	81,039	83,015
Step 16	67,203	71,156	73,132	75,109	77,085	79,062	81,039	83,015	84,992
Step 17	67,203	73,132	75,109	77,085	79,062	81,039	83,015	84,992	86,968
Step 18	67,203	73,132	75,109	77,085	81,039	83,015	84,992	86,968	88,945
Longevity	69,303	75,232	77,209	79,185	83,139	85,115	87,092	89,068	91,045

56,143	56,943	57,743
58,120	58,920	59,720
60,097	60,897	61,697
62,073	62,873	63,673
64,050	64,850	65,650
66,026	66,826	67,626
68,003	68,803	69,603
69,979	70,779	71,579
71,956	72,756	73,556
73,932	74,732	75,532
75,909	76,709	77,509
77,885	78,685	79,485
79,862	80,662	81,462
81,839	82,639	83,439
83,815	84,615	85,415
85,792	86,592	87,392
87,768	88,568	89,368
89,745	90,545	91,345
91,845	92,645	93,445

**Memorandum of Understanding
Between the
Harlem Consolidated School District #122
And the
Harlem Federation of Teachers, IFT/AFT Local #540
Drug & Alcohol Free Workplace**

Brad Sweet, Co-President of the Harlem Federation of Teachers, Elana Schelling-Tufte, Co-President of the Harlem Federation of Teachers and Julie Morris, Superintendent of the Harlem Consolidated Schools met and discussed the Drug & Alcohol Free Workplace issue brought forward in negotiations. Should Illinois legalize the recreational use of cannabis, the parties agree to bargain the impact on Board policy 5:50 and upon Employee Working Conditions. This memorandum is not precedent setting.

The parties agree to the terms stated above. Dated this the fourteenth day of May, 2019.


Harlem Board of Education District #122



Harlem Federation of Teachers



Co-President



Co-President

SUMMARY OF BENEFITS

General Information

PLAN DESIGN FEATURES	PPO- 1000 PLAN		PPO- 1500 PLAN		HSA PLAN	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Calendar Year Deductible (Combined in & Out-of-Network)	EE/EE+1/Family	EE/EE+1/Family	EE/EE+1/Family	EE/EE+1/Family	EE/Family	
Years 1-3	\$1,000 Per Person	\$1,500 Per Person	\$1,500 Per Person	\$3,000 Per Person	EE \$2,800/ Family \$5,600	
Out-of-Pocket Maximum (Includes Deductible)	\$2,500 per person per year	\$7,000 per person per year	\$3,000 per person per year	\$8,000 per person per year	EE \$6,550/ Family \$13,100	
Pre-certification	Pre-certification is strongly encouraged for inpatient hospitalization. Failure to do so may reduce benefits.				Pre-certification is strongly encouraged for inpatient	
	PPO Plans In-Network		PPO Plans Out-Network			
PHYSICIAN SERVICES						
Physician Office Visit	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
X-ray/LAB	\$25 Copay per service per visit		50%/50%		Deduct then 80% / 20%	50% / 50%
MRI/CT/PetScan	80%/20%		50%/50%		Deduct then 80% / 20%	50% / 50%
Pre-Postnatal Care	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Medical/Surgical Services done in PCP or Specialist office visit	80%/20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Preventive Care - Office Care, Physical Exams, Well Child Care **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
CANCER SCREENINGS						
Colorectal Cancer Screening **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Pap Smear with office visit One per year **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Routine Mammogram One per year **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
Prostate test with office visit One per year over 40 years **	100% Deductible waived		Not available, no coverage		100% Deductible waived	Not available, no coverage
** Frequency of the above coverages is subject to recommended American Medical Association Guidelines **						
HOSPITAL CARE						
Inpatient Expenses/Services	\$250 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Expenses/Services	80%/20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Facility - X-ray or Labs	90%/10%		50%/50%		Deduct then 80% / 20%	50% / 50%
Outpatient Facility - Imaging (MRI/CT/PET scan)	80%/20%		50%/50%		Deduct then 80% / 20%	50% / 50%
Physician Inpatient Visits	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Surgical Services	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Additional Surgical Opinions	90%/10%		50% / 50%		Deduct then 80% / 20%	50% / 50%
EMERGENCY						
Emergency Medical Care (ER)	90% / 10% No Deductible. \$350 Co-pay for Non-Emergent Service Co-pay is waived if admitted for true emergency				Deduct then 80% / 20%	Deduct then 80% / 20%
Ambulance Transportation	80% / 20%		80% / 20%		Deduct then 80% / 20%	Deduct then 80% / 20%
Urgent Care/Walk in Clinic (Utilizing Harlem's approved listing of Urgent Care Centers)	\$40 Co-pay, then 100%		50% / 50%		Deduct then 80% / 20%	50% / 50%

LABORATORY & X-RAYS						
Diagnostic X-ray or Labs other than Dental during hospital confinement (excludes MRI's/CT/Pet scans)	90%/10%		50%/50%		Deduct then 80% / 20%	50% / 50%
MRI's/CT/Pet Scan	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Radiation Therapy/Chemotherapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Chiropractic Services (Combined In & Out-of-Network)	\$40 Co-pay		50% / 50% Maximum 40 Visits per calendar year		Deduct then 80% / 20%	50% / 50%
Naprapathic Services (Combined In & Out-of-Network)	\$30 Co-pay		50% / 50% Maximum \$1,500 per calendar year		Deduct then 80% / 20%	50% / 50%
Private Duty Nursing	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Allergy Treatment & Testing	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Colostomy Supplies	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Diabetic Supplies	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Dialysis	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Durable Medical Equipment	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Hearing Exams	80% / 20%		Not available, no coverage		Deduct then 80% / 20%	Not available, no coverage
Hearing Aids and related expenses	District cost capped at \$1,000		District cost capped at \$1,000		District cost capped at \$1,000	N/A
Prosthetic devices/Orthopedic Appliances due to illness or injury and their repair	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Speech Therapy (if due to illness, injury or surgical procedure)	\$30 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Occupational Therapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Physical Therapy	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
TMJ Treatment	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
EXTENDED CARE						
Skilled Nursing Facility	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Hospice Care	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
Home Health Care/Outpatient Consultation	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
MENTAL HEALTH/CHEMICAL DEPENDENCY						
Inpatient/Outpatient Facility Acute Care Hospital, Psychiatric Hospital or Substance Abuse Treatment Facility	\$250 Co-pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
Outpatient Mental Health/Chemical Dependency	\$30 Co-Pay		50% / 50%		Deduct then 80% / 20%	50% / 50%
FACILITY CHARGES						
	80% / 20%		50% / 50%		Deduct then 80% / 20%	50% / 50%
PRESCRIPTION MEDICATION/PRIME THERAPEUTICS						
PLEASE NOTE: THE DISTRICT REQUIRES MANDATORY MAIL ORDER ON ALL MAINTENANCE MEDICATION OR PRESCRIPTIONS OVER 30 DAYS.						
Prescriptions/Retail	Co-Pay	Supply	Co-Pay	Supply	Co-Pay	Supply
Generic	\$10	30 Days	\$10	30 Days	Deduct then 80% / 20%	30 Days
Preferred Brand	25% coinsurance w/ \$45 max	30 Days	25% coinsurance w/ \$45 max	30 Days	Deduct then 80% / 20%	30 Days
Non-Preferred Brand	50% coinsurance w/\$60 max	30 Days	50% coinsurance w/ \$60 max	30 Days	Deduct then 80% / 20%	30 Days
Specialty	\$170	30 Days	\$170	30 Days	Deduct then 80% / 20%	30 Days

Prescriptions/Mail Order (3 month supply)						
Generic	\$25	90 Days	\$25	90 Days	Deduct then 80% / 20%	90 Days
Preferred Brand	25% coinsurance w/ \$113 max	90 Days	25% coinsurance w/ \$113 max	90 Days	Deduct then 80% / 20%	90 Days
Non-Preferred Brand	50% coinsurance w/ \$150 max	90 Days	50% coinsurance w/ \$150 max	90 Days	Deduct then 80% / 20%	90 Days
Birth Control	100% Deductible waived for items listed on Blue Cross/Blue Shield website		100% Deductible waived for items listed on Blue Cross/Blue Shield website		100% Deductible Waived For items listed on Blue Cross/Blue Shield website	100% Deductible Waived for items listed on Blue Cross/Blue Shield website
Prescription Drug Out of Pocket Maximum	Single- \$1,000 Family- \$3,000	N/A	Single- \$1000 Family- \$3,000	N/A	N/A	N/A
Over the Counter Meds Generic co-pay with prescription, coupon and BCBS ID card at local retail pharmacy	NO COVERAGE OF OTC MEDICATIONS WITH THE EXCEPTION OF OTC DIABETIC MEDICATIONS.	N/A	NO COVERAGE OF OTC MEDICATIONS WITH THE EXCEPTION OF OTC DIABETIC MEDICATIONS.	N/A	NO COVERAGE OF OTC MEDICATIONS WITH THE EXCEPTION OF OTC DIABETIC MEDICATIONS.	N/A
Prior Authorization	Effective January 1, 2011, the District will implement		Effective January 1, 2011, the District will implement Prior		Effective January 1, 2011, the District will implement	
Step Therapy Program	Step Therapy is a process whereby prescriptions are filled		Step Therapy is a process whereby prescriptions are filled		Step Therapy is a process whereby prescriptions are filled	

Should the District lose access to Zero Card or similar zero cost provider, this will trigger an automatic re-open on insurance only.

Harlem School District reserves the right to offer this document as information only. Please refer to your Plan Document for detail of benefits or contact Blue Cross Blue Shield of IL with any questions.

ARTICLE TWENTY-THREE- PARTIES TO AGREEMENT

The following parties are signatory to this Agreement, including all Appendices.

FOR THE UNION: FOR THE BOARD:

Union Co-President Board President

Union Co-President

Union Secretary Board Secretary

DATE:_____

DATE:_____

BACK COVER