

CONTRACTUAL AGREEMENT

between

**BOARD OF EDUCATION
LOCKPORT TOWNSHIP HIGH SCHOOL
DISTRICT 205**

AND

**DISTRICT 205 COUNCIL
AMERICAN FEDERATION OF TEACHERS
LOCAL 604
AFL-CIO**

JULY 1, 2021 to JUNE 30, 2024

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I. INTRODUCTION

A. AGREEMENT

1. This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of Lockport Township High School District 205, Lockport, Illinois, hereinafter referred to as the "Board" and the District 205 Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the certified personnel of District 205, with regard to salaries, working hours, grievances, and specific items that pertain to educational development and growth of teachers and the working conditions included in this Agreement.

2. This Agreement includes all full-time certified personnel, hereinafter referred to as "Teachers" and shall include deans, counselors, and certified school nurses. The term "Bargaining Unit" shall be synonymous with the word "Teachers." To be excluded from this Agreement are district administrators, building administrators, and all non-certified personnel.

3. The Board and Union agree to seriously study those restructuring issues which could impact our high school.

B. SCOPE

1. It is the intention of this Agreement to provide an effective and continuing means of communication between Teachers (represented by the Union), the Board, and the Administration, as well as to provide for the salary schedule, fringe benefits, and employment conditions of the Teachers.

2. The appendices as noted are integral parts of this Agreement and by this reference are incorporated herein.

3. This Agreement and its provisions shall terminate and supersede any and all prior Agreements and practices, rules or regulations concerning subjects covered herein. It shall, in addition, supersede any Board policy that is presently to the contrary.

4. It is believed that through this Agreement, significant contributions can be made in the area of student welfare and improvement of the educational atmosphere of District 205.

C. PAYROLL DEDUCTION

The District shall honor employee's individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. The Union will notify the Superintendent or designee by the end of the previous school year of the revocation window. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the Superintendent or Designee after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union after each payroll that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany each remission. Any changes in personnel will be indicated on the remittance lists.

D. MEETINGS

The appropriate Board committee, Administration, and the appropriate Union committee shall hold a mutually agreeable meeting within ten (10) days of the date of receipt of request by any one segment, or immediately following the next regular Board meeting.

II. LEAVE OF ABSENCE PROVISIONS

A. SICK LEAVE

The granting of sick leave shall be subject to the following:

1. All employees must contact their immediate supervisor or designee at least one (1) hour before their scheduled start time. Procedures for appropriate communication regarding sick leave will be established by the principals' offices and the Personnel Department.

2. Each Teacher, as indicated, shall be allowed fifteen (15) days of leave each school year without loss of pay for illness, injury, or quarantine (See section V.U.).

3. All unused sick days assigned to the teacher by the District shall have unlimited accumulation for internal sick leave purposes. Unused sick leave shall accumulate up to a total of three hundred forty (340) for purposes related to the Illinois Teacher Retirement System.

4. A doctor's or practitioner's certificate may be required by the Superintendent or the Superintendent's designee for any sick leave which is adjoined to or extends a holiday or school break, occurs on a district institute day, of three (3) consecutive days or more, or in the case of the birth of a child, leave which exceeds thirty (30) consecutive school days. For adoptions or placements for adoptions, the Superintendent or designee may require evidence that the formal adoption process is underway.

5. A Teacher shall use sick leave in the case of absences occasioned by personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The maximum amount of sick leave to be used for adoption or placement for adoption is thirty (30) days. The immediate family shall be defined as parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardians. A Teacher shall use sick leave in the case of funerals for father, mother, spouse, sister, brother, children, grandparents, grandchildren, uncle, aunt, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents-in-law.

6. A Teacher who exceeds total accumulated sick leave shall be docked 1/180 of the yearly salary per day absent.

7. The Board will consider extended illness or emergency cases to determine the extent of relief to be given.

B. PERSONAL LEAVE

1. Each Teacher shall be allowed a maximum of three (3) days paid leave per year, cumulative for retirement, for personal, moral, or business reasons which cannot ordinarily be attended to while school is in session. The Principal or designee shall be notified by application form five (5) days prior to the anticipated leave day, when possible. A teacher may request a one-day personal leave without providing a reason. However, a valid reason must be provided if the requested day is during the first two (2) or last two (2) weeks of a semester, is used to extend vacation and/or holiday periods, or used in conjunction with late starts and/or early release days. Under extraordinary circumstances, the administration reserves the right to limit the number of approved personal days. Emergency situations will be considered for approval by the Superintendent or designee. In these instances, a documented reason must be provided.

2. Unused personal leave days will be converted to sick days at the end of each school year.

3. Personal leave may be used by Union officials, as recommended by the Union president, to attend state and national Union meetings, if approved by the Superintendent or designee.

C. CIVIC DUTY LEAVE

1. Any Teacher shall be paid the Teacher's regular salary for the period of any absences for serving jury duty less the amount received for jury duty.

2. Licensed school employees who receive a subpoena to appear as a witness in a school-related trial, or give a deposition in any school-related matter or case involving their role as a mandated reporter in court, shall make such an appearance without a loss in salary. The Board may make a deduction from the salary equal to per diem fees the employee receives for complying with the subpoena.

D. LEAVE OF ABSENCE WITHOUT PAY

1. A leave of absence without pay for educational purposes may be granted by the Board upon the recommendation of the Superintendent for not more than two (2) semesters. A written request for an educational leave will be made as early as possible, but no later than April 1 for the following school year.

2. The Teacher may keep insurance coverage in effect by paying the full premium to the district. A Teacher granted leave under this provision shall not accrue seniority nor advance on the salary schedule while on such leave. Upon the termination of the leave of absence, the Teacher shall be re-employed by the Board.

E. CHILD CARE LEAVE

1. The Board and Union agree that there shall be no discrimination due to pregnancy.

2. A pregnant Teacher shall be allowed to continue teaching as long as she is medically certified as capable of performing her duties. A doctor’s notification that she is no longer capable of performing her duties shall be provided by the Teacher.

3. Any tenured Teacher who becomes pregnant shall be permitted a child care leave without compensation and shall be permitted to return to active employment at the conclusion of the leave under the following conditions:

3.a While on full-year Child Care leave, the teacher shall not accrue seniority or advance on the salary schedule. While on partial-year Child Care leave, the teacher is subject to the work calendar attendance stipulations of Board Policy 5:185 Family And Medical Leave Act: *(i) to advance to the subsequent year/step on the appropriate salary schedule, an employee must be in full-day work attendance for a minimum of 60% of their work year calendar.*

3.b A Teacher desiring child care leave must request a leave at least thirty (30) days prior to the birth/adoption of the child.

3.c The child care leave shall be for a period of up to one (1) year and shall be requested by semesters. Child care leave must conclude within one (1) year of the birth/adoption of the child or by the end of the school year immediately following the birth or adoption of a child.

3.d During Child Care Leave, insurance coverage will be provided by the Board in accordance with the Family Medical Leave Act. While on leave that is covered by FMLA or leave outside of FMLA, required insurance premiums to maintain health and other benefits are the responsibility of the Teacher and premium payments are to be made directly to the district via the business office.

3.e A Teacher may return at any time through a mutually agreeable arrangement between the Teacher and the Board. A Teacher granted a child care leave must request reinstatement within the leave period and at least ninety (90) days prior to the beginning of the first semester and sixty (60) days prior to the beginning of the second semester. A Teacher's contractual rights will be honored until July 1.

3.f The Teacher shall be eligible for re-employment at the end of the leave period if the Teacher is medically certified as capable of performing her duties, and the Teacher shall provide notification of this certification.

4. All provisions included in this section shall apply for the legal adoption or foster care of a child six (6) months of age or younger. The Board will consider a child care leave request for the adoption or foster care of a child up to six (6) years of age.

5. Nothing in this section is intended to diminish or expand the rights of any teacher, tenured or nontenured, under the Family Medical Leave Act.

III. TEACHERS AND PROFESSIONAL MEETINGS

A. TEACHERS MEETINGS

1. There will be no more than two (2) mandatory building/district faculty meetings per month called by the Administration during District Common Time except in an emergency situation.
2. Each Department Chairperson is urged to schedule at least one (1) departmental meeting each month which all department staff members shall attend. Department meeting minutes are to be distributed in a timely fashion.
3. Inasmuch as the Union schedules its regular meetings on Wednesdays, the Administration agrees not to call any Teachers' meetings on Wednesdays without previously consulting with the Union.
4. Any deviation from the meeting schedule herein presented may be made by mutual agreement.

B. PROFESSIONAL CONFERENCES/MEETINGS

1. Every Teacher, without deduction in pay or reduction in other leave days, shall be eligible to attend professional meetings each year.
2. Permission to attend professional meetings shall be requested in writing through the Department Chairperson and Principal or designee.
3. The Principal shall consider all requests fairly and have the authority to grant said requests. When a Teacher's request is rejected, the Teacher shall be notified through written or electronic notification of said decision within three school days. In said notification, the reasons for the rejection shall be specified and shall be for good cause.
4. If a teacher requests to present at and/or participate in a workshop or conference, or present to another school district, without the request of the District, the teacher must provide evidence to the Department Chair and Principal/Assistant Principal. If the teacher is to receive payment for presenting or participating, either A) the teacher must reimburse the district the cost of a daily substitute teacher or B) a personal day must be used if available.

IV. ASSIGNMENT AND TRANSFER POLICY

A. REGULAR ASSIGNMENT POLICIES

1. Teachers are employed to serve the needs of the district in those areas in which they are fully qualified and certified by the Illinois State Board of Education.

2. The Department Chairperson, as a regular procedure, will be consulted in all matters relating to the department or its personnel, except when impossible. In assignment or transferring a Teacher to a department, the recommendation of that Department Chairperson will be considered; if the recommendations are not followed, reasons will be given by the Administration to the chairperson.

3. It is expressly understood and agreed, subject, however, to the provisions of this Agreement and to the rights of the Union as the collective bargaining agent, that the right to manage the school and assign the working force is vested exclusively in the Administration and that the usual and customary rights of the Administration remain unimpaired.

4. Based on available information, each Teacher shall be notified of the tentative teaching assignment for the following school year prior to the last day of the present school year. Changes in assignment(s) subsequent to the above date shall be made only when necessary to implement the educational program, and any Teacher so affected shall be given prompt, written notification of the change.

5. A Candidate for employment as a Teacher in the district shall not be questioned regarding personal views or activities not relevant to teacher competency.

6. If there are two (2) or fewer teaching assignments available, they shall be filled by regular qualified staff members in accordance with Article IV, Section C when feasible at the determination of the Administration.

B. VOLUNTARY TRANSFER POLICIES

1. A Teacher requesting a voluntary transfer in order to fill an existing vacancy shall make the request known in writing each year to the Principal. Such written requests should include the building, position desired, qualifications, reason, and any other information the Teacher deems pertinent. These requests may be submitted at any time a vacancy occurs.

2. A voluntary transfer may relate to a different building, organizational level of the school system, department, or to a special field (counseling, administration, etc.).

3. When filling vacant positions, it is acknowledged that the Board has the responsibility, upon recommendation of the Superintendent, to evaluate qualifications and to make final judgments. Criteria for evaluation shall include an individual's experience and education as these relate to district needs, the quality of past teaching performance, licensure, and endorsements. When all other factors are judged to be equal, seniority (length of continuing service with the District) may be considered as a factor by the Department Chairperson and Administration in making recommendations for voluntary transfer. The decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in Article XII provided that the district has adhered to the procedural requirements in the Agreement relating to the filling of teaching positions.

4. Needs of the district must include the availability of a suitable replacement as well as the implementation of a policy of non-discrimination in assignment and actively seeking integrated staffs in all schools.

5. The Office of the Assistant Superintendent for Personnel shall make available a listing of administrative and teaching vacancies that exist in the district as they occur. Such notification shall be made known through notices placed in a specific location at the Central Campus, East Campus, District Office, on the district website, and staff email. Positions will be held open for at least five (5) school days.

C. INVOLUNTARY TRANSFER POLICIES

1. The involuntary transfer of a Teacher may be necessitated:

- a. when there is a reduction in the number of teaching assignments within a department,
- b. when there is a change in course offerings,
- c. when there is a reduction in pupil enrollment, and/or
- d. by other reasons.

2. Only qualifications on file at the district office at the time of the involuntary transfer will be considered. If all qualifications are deemed to be equal, seniority shall be used as the determining factor. Current Seniority will be defined as the length of service based on the date when employed on a full-time basis as a teacher by Board action. In the event that two or more teachers are hired on the same date, seniority will be determined by a) employment in the district, b) overall TRS creditable service, and c) a coin flip.

3. A teacher may be involuntarily transferred to an assignment in another department, provided the Teacher is qualified to fill the existing vacancy.

4. The Teacher will have a prior right to return to the original department from which involuntarily transferred provided that, in the judgment of the Administration in consultation with the Department Chairperson, the Teacher's qualifications are equal to or exceed those of other candidates and a vacancy exists within one (1) year of the involuntary transfer.

5. The decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in Article XII provided that the district has adhered to the procedural requirements in the Agreement relating to the release of personnel.

D. RELEASE OF PERSONNEL

The Board and Union agree to adhere to all procedures and guidelines as issued by the Illinois State Board of Education (ISBE) regarding the release of licensed staff (105 ILCS10/24-12(b) and 105 ILCS 24-11). Per ISBE guidelines, a Sequence of Dismissal (SOD) List will be provided to the Union no later than 75 days before the last day of school. The SOD will include the teacher's name, groupings, days of service, and department.

V. MISCELLANEOUS WORKING CONDITION PROVISIONS

A. PREVENTIVE MEDICINE

The Board will reimburse Teachers for the hepatitis B vaccine series (from the Will County Health Department). Participation by Teachers in this program shall be optional. Teachers requesting hepatitis B vaccine shots must complete the required series of shots after which the Board will pay for the cost.

B. SCHOOL YEAR

1. The school work year for all Teachers shall consist of one hundred seventy-six (176) pupil attendance days and four (4) institute days for a total work year of one hundred eighty (180) days.

2. In addition, five (5) emergency days will be added to the school work calendar.

3. In the event that an emergency day(s) is used in order to make up a missed day and a teacher is not in attendance or excused on the make-up day, the teacher will be docked 1/180 of their work year salary.

4. The Union shall continue to work jointly with the Administration in establishing the working calendar.

C. TEACHER LOAD

The Board and Union recognize the educational importance of class size and its impact on student performance. Using past performance as a guide, the Board and Union will monitor class sizes and maintain student-teacher ratios to enhance learning.

D. TEXTBOOK/MATERIALS SELECTION

1. Any textbook/materials adoptions, such as new, supplementary, abridged, and instructional software, are to be first recommended by the Teachers and Department Chairperson. The Department Chairperson shall submit a copy of the material to be adopted along with a completed evaluation to the designated Administrator.

2. It is understood that the Administration may review and evaluate any textbook/materials for addition or deletion from the curriculum.

E. ACADEMIC FREEDOM

The Union and Board acknowledge the importance of becoming a Professional Learning Community organization with a collaborative culture that is results oriented and focused on learning. The Union and Board further acknowledge that each classroom teacher has the academic freedom to responsibly develop and implement culturally responsive and appropriate instructional methods that encourage learning.

F. RECONSIDERATION OF PRACTICE

Any person requesting reconsideration of the use of instructional materials, methods of instruction, basis of student assignments, or other procedures or practices of a Teacher in performance of the Teacher's duties, curricular or co-curricular, shall follow each step as outlined below.

1. Contact the Principal for possible clarification or explanation.

2. If satisfaction is not received from the Principal's explanation, the person(s) claiming improper use must fill out a "Request for Reconsideration" form which will be obtainable from the Principal. This form will be found in the Appendix H and must be completed before proceeding to the following steps. Copies of the completed form must be sent to the Board members, the District Office, the Principals, and the Union.

3. Upon receipt of the completed form, the Superintendent or designee may direct the practice to be discontinued for ten (10) school days. The President of the Board, or the Board by a majority vote of the Board, may direct the Administration to have the alleged improper procedure discontinued for ten (10) days or until the three (3) steps of this section are completed.

4. At the first step, requests will be considered in a meeting of the person making the request, the Teacher, the Department Chairperson, a Union representative if desired by the teacher, and the Principal or the Principal's representative. Further action, if necessary, will take the form of a meeting of the Teacher, the Teacher's Department Chairperson, and two (2) members of the Administration to determine the merit of any "Request for Reconsideration." If desired by the Teacher, a Union representative may participate in this meeting. In the event this committee cannot reach a unanimous decision, Step 1.3 will follow in which all sides, including the person who made the original request, will present their views to the Board.

G. CLASSROOM INTERRUPTIONS

1. Both the Administration and Union agree for the need to restrict classroom interruptions to emergency situations. In the event that an interruption must occur, only the building Principal or their designee(s) may authorize such interruption.

2. Daily announcements will be limited to designated times.

H. NON-SCHOOL ACTIVITIES

Teachers shall have the right to participate in non-school activities as long as their participation does not have a measurable negative effect on the Teacher's classroom performance.

I. EDUCATIONAL DUTY

1. Teachers may not take time from their teaching duties or educational school time responsibility for outside business, personal, or organizational activities without prior arrangement with the Administration. This includes the planning and conference period.

2. Planning periods are to be used for school purposes only. If it becomes necessary for a Teacher to leave the building during the day, other than the duty-free lunch period, the Administration will be notified that the Teacher intends to leave and where the Teacher can be reached.

J. PERSONNEL FILES

1. Upon written request, a Teacher shall have the right to review and have reproduced all materials, with the exception of confidential references used by the Teacher to secure a position, in the Teacher's District personnel file and building personnel file. Such review shall take place after an appointment is made with the Personnel office and under the supervision of the designated Administrator or designee. - Reproduction of the non-confidential materials will be made only by the District, and a nominal fee may be charged for the service.

2. No material originating after January 1, 1969, referencing a Teacher's conduct, service, character, or personality shall be placed in the files unless the Teacher receives a copy of said material and notification that said material is being placed in the file. Confidential references and transcripts are excepted from this requirement. A Teacher shall have the right to answer such disciplinary material within thirty (30) days in writing, and the answer shall be attached to the corresponding file material. The Teacher's reply must be specifically related to the particular disciplinary material questioned.

3. Each Teacher shall have the right to insert material relevant to the Teacher's service in the district file and add statements concerning the Teacher's qualifications as a Teacher.

4. No confidential reference in a Teacher's district and building files shall be copied or made known to anyone other than appropriate school officials or through court subpoenas either during or after the Teacher's service in the school district.

5. Upon written request, a list of contents of each file will be kept on the cover of the file. The Teacher will compile the list, and each item on the index will be initialed by the Teacher and the District Administrator. The individual pages within the folder will also be initialed by the Teacher and Administrator.

6. A Board member may inspect any Teacher's personnel file only if the Board member has been instructed to do so by the Board based upon the reasonable business and management of the Board as the employer, and then only in the presence of the Administrator responsible for the safekeeping of these files.

K. STATISTICAL DATA

1. The Union president may regularly examine current information concerning the financial position of the school district which shall include:
 - a. A copy of the annual audit report.
 - b. A monthly statement of financial position.
2. Upon request, the Union president may regularly examine the following information, when available:
 - a. Notice of laws passed by the legislature that will bring additional funds into the district.
 - b. Notice of additional revenue received or loss thereof.
 - c. Notice of any other information which might be relevant to negotiations or necessary for the proper enforcement of this Agreement.
3. The Superintendent or designee will give the Union president information containing the name, mailing address (unless an employee has specified that such remain confidential), salary, years of experience, job title, worksite, and degree held by each Teacher and all public information, except confidential personnel items, that is available to each Board member.
4. The Union president shall supply the Superintendent or designee with information pertinent to the execution of this Agreement and the negotiation of future agreements. This information shall include a current Union membership roster, Union committee assignments, and other general communiqués.

L. COMMUNICATION

1. At the beginning of the school year, traditionally during an institute day, the Union shall schedule a meeting with newly-hired bargaining unit employees during their duty-free lunch.
2. The Union shall be notified of the District's response to a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, a list of members of the union, and dues.

M. DISTRIBUTION OF SCHOOL POLICIES

A copy of the current Board Policy Manual and Collective Bargaining Agreement shall be available on the school website.

N. BOARD MEETINGS

The Union will be furnished a complete copy of the agenda for every Board meeting upon completion and posting. Also, a copy of the official Board minutes and notices of all Board meetings and Board Committee meetings shall be sent to the Union president. The Union president will be placed on the agenda of Board meetings as an avenue of communication to be used whenever the Union deems it necessary.

O. USE OF SCHOOL FACILITIES

1. The Union may hold meetings on district property upon the approval of the Principal.
2. The Union shall have the right to use faculty mailboxes, e-mail, and the faculty bulletin board for the purpose of communications provided the communications are documented. A copy shall be provided to the Superintendent or designee upon request.
3. Duly authorized representatives of the Union and their respective affiliates shall have the right to transact official Union business on school premises providing such business does not interfere with the educational process and shall be subject to termination upon order of the Principal. It is further understood that such an order is to be issued only when the educational process is interrupted.
4. The Union may use school audiovisual and specified business equipment when such equipment is not otherwise in use and reservations have been made with the Administration or central office.
5. No school facilities shall be used to enhance any outside business interest.
6. Union members will be granted Community Wellness Center memberships without charge.

P. BOARD OBLIGATION FOR LEGAL SUPPORT

The Board shall provide all legal support and defense of Teachers in cases arising out of the course of employment as may be required by the Illinois School Code. This includes liability insurance coverage under the district liability policy for Teachers who use their private automobiles for school-related activities. However, this would be an excess coverage over the individual Teacher's personal automobile insurance policy.

Q. LICENSED STAFF SCHEDULE

1. The regular work day for full-time teachers will be seven and one-half hours (7.5). This includes their duty-free lunch. Licensed staff's regular work day will start fifteen (15) minutes before the first period starts and work fifteen (15) minutes after student dismissal. On alternative schedule days, licensed staff will be required to work a full day. (See exceptions in Section V. U.) Should an emergency situation extend the school day, teachers are required to remain until the emergency has been resolved.

2. The daily teaching load for full-time teachers shall not exceed five (5) periods, except by mutual consent of the employee and administration.

3. Each teacher, unless otherwise specified in this agreement, will be assigned to a one-half (.5) period of additional duty.

3a. The additional one-half ($\frac{1}{2}$) period of duty will be assigned in an equitable manner utilizing a rotating semester system of assignment.

3b. Special Education Case Managers will be assigned a shared supervision. The administration will endeavour to make a 2:1 shared supervision. The Special Education Department Chairperson will be consulted and Union leadership would be notified when a 2:1 supervision is not available and an alternate shared supervision is needed.

3c. If the administration assigns a teacher to tutor as the additional duty referenced in 3 and 3a, the teacher will receive a \$500 stipend per semester.

4. The minimum work day for full-supervision deans and partial supervision deans not in a co-curricular season shall be eight and one-quarter hours (8.25). This includes their duty-free lunch.

5. In order to provide necessary building supervision, the building principal(s) or their designee will designate the daily work start time for deans.

6. PLC time will be built into the weekly schedule. The Union and the Board agree that PLC meeting time takes priority over other meetings. It is understood that other meetings (i.e. committee meetings, building meetings) may be scheduled during this time.

7. Porter Assistance and Connection Time (PACT) will be built into the weekly schedule. Licensed staff will assist students with academic and social-emotional needs. Each semester the union and administration will meet to discuss the PACT program and any possible modifications.

R. TEACHER OBLIGATIONS

1. The successful operation of an educational program requires the understanding, dedication, and cooperation of every Teacher, Administrator, and Board member. Each person has an important particular position to fill and must depend upon each person in the total program for help and cooperation to make the educational program in the district rewarding to each and every student.

2. The Board and Union agree that proper pupil control is a joint effort of Teachers and Administrators at all times wherein students are under the jurisdiction of the school. All certified staff members shall assume reasonable responsibility for the control of students to whatever extent possible not only during class, but also between classes and during passing periods. This responsibility will include hall and washroom supervision. In carrying out the above responsibilities, Teachers and all certificated personnel shall make all reasonable efforts to enforce the approved code of discipline. Administration shall continually support the faculty in providing information to students about desired behavior and shall mete out legal and appropriate consequences for code or rule infractions.

3. Teachers shall accept responsibility for reading and abiding by all written policies in their respective handbooks.

4. The Board and Union agree that Teachers are expected to exercise reasonable care in the use, storage, and accounting for equipment and instructional materials.

5. Each Teacher will maintain records showing the work to be done, what has been done in recent weeks, and an outline of future work to be accomplished, available for substitutes. The substitute handbook will be filled out and submitted to the Principal at the beginning of the school year and updated as necessary.

6. Recognizing their responsibility to facilitate quality instruction, Teachers will, as part of their regular duties, make professional communications with current students and their parents through such means as conferences, phone calls, emails, and by keeping current the electronic grade and record book that the district provides for parents to assist them in monitoring their student's progress.

7. Teachers recognize the importance of involvement in school and community affairs and will continue to make contributions for the betterment of the district. Each Teacher shall also participate and/or attend school activities as part of his/her regular responsibility.

S. RECORDINGS

1. Upon the consent of all parties present, recordings may be made at any confidential meeting.

2. If such a recording is made, and if either party designates that recording as confidential, the custody of this record will be the responsibility of the Superintendent. No third party will have access to this recording without the mutual written consent of the Superintendent and the Union president. Recordings may be destroyed, after a reasonable time, by the mutual consent of the Superintendent and the Union president.

T. CURRICULUM NIGHT/PARENT TEACHER CONFERENCES

1. Notification of the dates of Curriculum Night and parent/teacher conferences will be announced and provided to the Union leadership and membership on or before the end of the school year. Teachers will participate in both events. The Union and the Administration agree that parent/teacher conferences may be scheduled during the spring semester and that appropriate compensatory time will be agreed upon.

2. In consideration for the time expended by the teachers for these events, the following will occur:

2.a Teachers will be given preparation time from the time of student release to the time of the beginning of parent/teacher conferences.

2.b Teachers will be allowed two (2) hour early releases from two (2) work days prior to the start of winter break on days agreed upon by the union leadership and the administration.

2.c Teachers will be allowed early release fifteen (15) minutes after the students are dismissed on the day immediately preceding spring break.

U. QUARANTINE

If a teacher has been directed to be quarantined by Federal, State, or Local health departments or a physician's orders, that teacher will not be charged sick days for the duration of the quarantine, as long as the teacher can perform all assigned duties professionally and without disruption in a remote location. The Principal or designee and Teacher will discuss the job responsibilities and the tasks that can be completed at home while in quarantine in order to obtain approval to work from home.

Professional duties include: having access to a fast, reliable, and secure internet connection with backup, teaching all classes and participating in all required meetings, maintaining all student records, remaining easily accessible to district/school administration, colleagues, parents, and students during regular contractual hours, providing lesson plans and classroom protocols to the substitute, and maintaining professional and appropriate communication with students, parents, other staff members and the administration.

If a teacher is quarantined due to personal illness, and cannot perform all assigned duties professionally and without disruption, then the teacher shall use accumulated sick days for their absences.

In all pre-referenced quarantine instances, the quarantine shall be limited to the duration that a physician or the health department designates. Complete documentation from a physician or the health department is required.

V. CERTIFIED SCHOOL NURSE

In the event that the Board requests that a certified school nurse administer or otherwise distribute a vaccination to other District 205 staff members, the Board shall ensure that the certified school nurse receives proper training, shall provide all required personal protective equipment (PPE), and shall receive support to meet the job requirements of the position.

W. WORKERS COMPENSATION

Workers' Compensation information is available in each building or by contacting the Business Office. Please refer to the Staff Handbook for more information on workplace injury.

If follow-up doctor appointments or therapy appointments of any kind are required after a doctor has released an employee to active work status, the teacher will attempt to schedule such appointments after work hours. If this is not possible, then sick leave will be used.

X. EMPLOYEE PHYSICAL INJURY CAUSED BY A STUDENT

Absence due to physical injury incurred in the course of employment shall not be charged against sick leave or any other leave if caused by a student as a result of aggressive physical contact during the school day or during a school sponsored event. This is intended to address situations where an employee is injured as a result of a student altercation or reckless student behavior, intentional or accidental.

For the period of such absence, the Board shall continue to pay the employee's regular salary (base salary and contractual stipends). Nothing herein shall be construed as requiring an employee to break up a fight when the employee's safety is in danger. For purposes of safety and security, physical interaction is deemed to be the action of last resort.

VI. SALARY PROVISIONS

A. SALARY SCHEDULE

The salary provisions as negotiated by the Board, Administration, and Union for the term of this agreement can be found in Appendices A-C.

B. BOARD PAYMENT OF TEACHER RETIREMENT CONTRIBUTION

1. The Board will pay the current level of retirement contribution to the Teachers' Retirement System (TRS) of Illinois. This current level will be tax sheltered for all contracted teachers' salaries.

2. It is expressly understood that figures appearing on this schedule include a sum equal to the current level of TRS contribution of the base salary of each Teacher which is, in fact, payable to the Teachers' Retirement System on the Teacher's behalf. The Teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the Teachers' Retirement System.

3. District 205 Council agrees to indemnify and hold harmless the Board, the individual members thereof, and its agents and employees, from any and all claims, including but not limited to the cost of the defense thereof, resulting from any action taken to effect compliance with this section.

4. The parties understand that should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold federal or state income taxes on amounts paid by the Board to the Teachers' Retirement System in accordance with this section counter to law, the Board shall reserve the right to bring its practice in this regard into conformance with law, the above language notwithstanding.

5. In the event this provision becomes inoperable because of legal mandate, the current level TRS contribution now paid by the Board for each Teacher into the Teachers' Retirement System will be paid directly to the Teacher.

6. The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and school funding. Possible legislative changes that may impact the parties include revisions to the State Aid Formula, property tax caps, and a cost shift from the State to local school districts of the normal cost of TRS pension contributions. The parties further acknowledge that any of the aforementioned legislative changes could be significantly and materially adverse to the District's finances. In the event of a legislative or regulatory change that results in significant changes to school funding, including a cost shift from State to local funding, either party shall have the right to reopen this Agreement with respect to wages, District TRS contributions, and retirement incentives. All other terms and conditions of this Agreement shall remain in full force and effect. The party desiring to reopen this Agreement pursuant to this clause shall provide written notice to the other party of its desire to reopen the Agreement, and identify the items to be negotiated (as limited above), and the parties shall in good faith meet to negotiate with respect to the items so identified.

C. PAY BEYOND THE NORMAL TEACHING LOAD

1. For each full period assigned over the normal teaching load of five classes (5), the Teacher will be paid at the lesser rate of one-fifth (1/5) of their contractual teaching salary or one-fifth (1/5) of the step five (5) salary in their respective salary lane on the salary schedule. For each one-half period assigned over the normal teaching load of five (5) classes, the Teacher will be paid at the lesser rate of one-tenth (1/10) of their contractual teaching salary or one-tenth (1/10) of the step five (5) salary in their respective salary lane on the salary schedule.

2. The procedure for selecting the staff member for the overload will be:

2a. A list of all qualified staff available during the period in which the overload exists will be developed.

2b. The administration, in consult with the department chairperson, will evaluate the list of candidates available and determine the staff member that is best qualified to offer the overload.

2c. In the event that qualifications are determined to be equal, the staff member with the most district seniority as a licensed teacher will be first offered the overload.

2d. In the event that there is no qualified teacher available during the period the overload exists, the administration reserves the right to adjust teaching schedules to staff the overload.

2e. Department Chairs will be ineligible for consideration of an overload period unless there is no other available staffing option.

3. Porter Assistance Connection Time (PACT)

Teachers will be assigned to PACT per the bell schedule. This period will not extend the school day beyond the normal scope of seven and one half hours. Teachers will be compensated yearly at the rate of 1.7% of their base salary.

D. PLACEMENT ON SALARY SCHEDULE

1. For initial placement on the salary schedule, new teachers will be given credit for prior experience as a full-time certified teacher. Credit will be issued in full-year increments only.

2. Credit shall be allowed for military service when the service time follows full-time employment as a teacher. This credit shall not exceed two (2) years.

E. PAY PERIODS

1. Certified Teachers working under a nine (9) month contract (regular school term) will be paid biweekly over twenty-six (26) or twenty-seven (27) pay periods per year depending upon the calendar.
2. The first payday shall be no later than the Friday of the second week of Teacher attendance.
3. When a regular payday falls on a district holiday, payday for all employees will be the business day immediately preceding the holiday.
 - 3a. In the event of a shortened payroll week due to calendar holidays (i.e. Thanksgiving week), timesheets for additional duties (i.e. internal subbing, event supervision) may be applied to the following payroll period.
4. When a regular payday falls on a day when school is not in session (winter break, spring break, summer break), employees may elect to have their paychecks/pay stubs sent to a pre-designated address at the expense of the District.

F. DEDUCTIONS

1. The district business office will make payroll deductions upon written request by the Teacher on the form provided for Teacher organization dues, Canals and Trails Credit Union, and annuity plans. Annuity deductions will be taken on each regular payroll check (over twenty-six (26) or twenty-seven (27) pay periods.)
2. Deduction choices shall be made at the time of employment, annually, upon a change in status or in case of emergency. Deduction changes, however, will not be accepted for regular payroll checks issued in July or August.

G. ADVANCEMENT ON THE SALARY SCHEDULE

1. A Teacher shall move only one step at a time vertically.
2. All graduate coursework will be reported to the Superintendent/designee in official transcript form. Credit toward the M+15 column can only begin upon the completion of a master's degree. Courses taken prior to earning a master's degree will not be counted toward the master-plus columns. Advancement on the salary schedule at any time will not be granted for coursework obtained through non-traditional schools (i.e. correspondence, video, electronic, and certain religious institutions) unless specifically approved by the Assistant Superintendent for Personnel. All courses must be accepted as courses in a Masters Degree program or higher and offered by an accredited college or university. The teacher does not need to be enrolled in a Masters Degree program to receive the course credit.

3. All graduate coursework utilized for advancement on the salary schedule must have approval from the Assistant Superintendent for Personnel prior to the start of the actual course. No repetition of graduate courses will be accepted.

4. Salary adjustments for experience, training, and/or degrees are to be made in September. Proof of such adjustment in the form of official transcripts shall be filed by the Teacher with the Superintendent/designee by September 1. If transcripts for coursework completed before September 1 are not available by September 1, a letter from the college or university stating the date transcripts will be available is needed. No advancement on the salary schedule will be made after October 1.

5. Coursework taken for advancement beyond the MA level, unless otherwise approved, must be for graduate level courses offered for credit within the selected university's graduate school. Advancement credit (2/3 credit) will be considered for undergraduate classes for which the administration requests teachers to enroll or when the administration and department chair concur provide benefit to the department.

H. GROUP HEALTH INSURANCE

1. The employee's effective start date for health care insurance will be the employee's date of hire. Upon termination of employment, plan coverage will remain in effect through the last day of the month in which termination occurred. With the exception of those teachers retiring under the Lockport Township High School Retirement Incentive Plan, teachers who were employed for the full school term shall receive benefits through August 31.

2. The Board of Education will provide a full, comprehensive traditional PPO plan, a high-deductible PPO plan coupled with an HSA, and an HMO plan. All plans will include physician services and prescription drug services.

3. The Board will pay 80% of the premium of the traditional PPO plan for all levels of available coverage. The employee will pay 20% of the premium for all levels of available coverage.

4. The Board will pay 90% of the premium of the high-deductible PPO plan with HSA or the HMO plan for all levels of available coverage. The employee will pay 10% of the premium of the high-deductible PPO plan or the HMO plan for all levels of available coverage.

5. In addition, for employees that enroll into the high-deductible PPO plan, the Board will contribute to the employee's HSA account according to the table below. Minimum Board HSA Contributions will be spread out over the course of 26/27 paychecks per year. Matching Board Contributions will be deposited into employee HSA accounts in December each calendar year based upon the employee's contributions that calendar year. In the event an employee leaves the District, any matching Board contribution owed to the employee will be deposited into the employee's HSA account in the month the employee's final paycheck is processed.

TABLE A.

Coverage Level	<u>MINIMUM</u> Board Contribution	<u>MAXIMUM ADDITIONAL</u> Contribution Board Will Match Based on Employee's Contribution	<u>TOTAL MAXIMUM</u> Board Contribution Possible
Single (Employee Only)	\$400	\$300	\$700
Employee + Spouse	\$1,050	\$550	\$1,600
Employee + Children	\$1,050	\$550	\$1,600
Family	\$1,050	\$950	\$2,000

6. All newly-hired employees will only be eligible for the high-deductible PPO plan coupled with a HSA plan or the HMO plan. Beginning in the sixth year of consecutive full-time employment in District 205, the employee will be eligible for any of the three plans referenced in section 2. above.

7. Lockport Township High School is currently one of four members of the self-insured Lockport Area Benefit Plan Cooperative. The cooperative meets regularly to review benefits, costs, and other plan components that annually determine the benefit plan's renewal structure. Changes to the plan's copays, deductibles, etc., are thus determined by the Lockport Area Benefit Plan Cooperative during the annual renewal process with each of the four members having one vote.

8. The administration will continue to share the following with the Union: benefit plan financial information, meeting agendas and minutes, and the benefit plan renewal timeline. The administration will communicate with and seek input from the Union when changes to the benefit plan are being considered by the Lockport Area Benefit Plan Cooperative.

I. DENTAL INSURANCE

1. The employee's effective start date for dental insurance will be the employee's date of hire. Upon termination of employment, plan coverage will remain in effect through the last day of the month in which termination occurred. With the exception of those teachers retiring under the Lockport Township Retirement plan, teachers who were employed for the full school term shall receive benefits through August 31.

2. During the duration of this agreement, the Board will provide to the teacher a PPO Dental Plan. The Board will pay ninety (90) percent of the premium for either single coverage or family coverage. The employee will pay ten (10) percent of the premium for either single or family coverage.

J. GROUP LIFE INSURANCE

1. Group Life Insurance will be provided by the Board for all Teachers while they are employed by the district. This policy shall be in the amount of \$60,000 double indemnity per Teacher.
2. The employee's effective start date for group life insurance will be the employee's date of hire. Upon the employee's termination of employment, Plan coverage will remain in effect through the last day of the month in which termination occurred. Teachers who were employed for the full school term shall receive benefits through August 31.

K. TRAVEL ALLOWANCE

1. Teachers traveling between campuses in personal vehicles for regularly scheduled classroom instruction shall be reimbursed at the rate of three hundred dollars (\$300) per year. If two (2) one-way trips per day are required, the amount of reimbursement shall be double per the amounts listed previously.
2. The Horticulture teacher shall be reimbursed for traveling on weekends to care for greenhouse plants at a rate of three hundred dollars (\$300) per year. Furthermore, the Horticulture teacher shall be paid thirty six dollars (\$36) per hour for work performed in the greenhouse during non-school hours.
3. All Teachers who are required to use their private vehicle for school business shall be reimbursed at a rate per mile equal to the current Internal Revenue Service allowance. This provision does not apply to those teachers identified in K.1.
4. All travel using private vehicles must be approved prior to the trip.

L. REGULAR STAFF TEACHER SUBSTITUTION

1. The Administration shall make every effort to obtain qualified substitute Teachers at all times. When substitute Teachers cannot be obtained, regular staff Teachers may be used as substitutes on a per period basis.
2. Any substituting performed by regular staff Teachers shall be on an optional basis. If a Teacher agrees to substitute, then the Teacher shall be paid for each and every period that he/she substitutes.
3. When a substitute teacher cannot be obtained and only in emergency situations, study halls and media centers will be utilized as housing areas for classes. When utilized as such, the supervising Teacher in either of these areas shall receive the regular substitute rate of pay. In no case (except by mutual agreement) shall the same supervising Teacher receive the successive classes of an absent Teacher.
4. In all instances, the receiving Teacher shall be informed in advance of the circumstances under which he/she is being asked to substitute.

5. The approved "Regular Staff Teacher Substitution" form will be used in every case of substitution.

6. Substitute pay shall be at the per period rate of thirty-six dollars (\$36) per hour.

7. One-half (1/2) period substitutions shall be prorated accordingly.

M. ADULT EVENING SCHOOL PAY

If an Adult Evening School is reinstated, salaries and working conditions shall be negotiated.

N. HOMEBOUND TUTORING PAY

Pay for homebound tutoring shall be thirty-eight dollars and forty cents (\$38.40) per hour.

O. CURRICULUM PAY

Pay for working on curriculum shall be thirty-eight dollars and forty cents (\$38.40) per hour. For certain curricular projects, the rate will be based upon the individual contract and negotiated based upon the agreed projects.

P. SUMMER EMPLOYMENT

1. Summer School will be considered an integral part of the educational program. Based on student needs, adequate provision for an annual Summer School will be made by the Board.

2. Application for summer teaching positions will be made to the Summer School Coordinator. The Principal(s) and the appropriate Department Chairperson will review the applications and make recommendations to the Superintendent. Based upon these recommendations, the Superintendent will determine work assignments and the number of hours to be worked.

3. Criteria for the selection of summer employees will be the Teacher's qualifications for the position, including past teaching performance and summer work seniority.

4. Compensation for Summer School Teachers, Summer School Coordinators, Extended School Year (ESY), credit recovery programs, virtual learning programs, and Driver's Education Teachers will be forty-three dollars and twenty (\$43.20) per hour.

4a.. Summer school classroom Teachers who work a three and one-half (3-1/2) hour day shall be given a half-hour planning period for a total attendance day of four (4) hours. Classroom is defined as a room where classes meet in a school building.

5. Compensation for Guidance Department Employees, Deans, and Fresh/Soph Start Teachers will be thirty-eight dollars and forty cents (\$38.40) per hour.

Q. RETIREMENT PAY

1. Lockport Township High School District 205's Retirement Incentive Program has been established to recognize the contributions made by long-term, certified, full-time employees. The Retirement Incentive Program is designed to complement and supplement the provisions of the Illinois Teachers' Retirement System. Eligibility and benefits package of the incentive program can be viewed in Appendices E, F, and G contained within this document.

2. The Board will make a post-retirement payment to any employee for accumulated sick days for which the employee does not receive service credit with the Teachers' Retirement Service. The payment will be in the amount of twenty-two dollars (\$22.00) per day up to a maximum of two hundred (200) days. To receive the post-retirement sick days payment, the employee must submit evidence to the District after retirement under TRS that he/she did not receive service credit for the accumulated sick days claimed for payment. Upon receipt of appropriate evidence, the District will issue the payment to the retiree within one (1) month of receiving the substantiating evidence.

R. SCHEDULING COMMITTEE

A committee composed of representatives of administration, department chairs, special education, and guidance counselors will convene annually within the first sixty (60) calendar days of the school year. The purpose of the committee will be to establish a tentative timeline for course offerings and master scheduling processes.

VII. CO-CURRICULAR ASSIGNMENTS

1. The co-curricular program shall be considered an integral part of the educational program and all Teachers shall be encouraged to participate.

2. Co-curricular positions shall be compensated in accordance with the Co-curricular Salary Schedule, a copy of which can be found in Appendix D of this Agreement. All responsibilities and work of the activity shall be assumed for the complete school year. Year-long activity and club sponsors will be compensated over twenty-one (21) pays commencing with the first regularly scheduled pay period of the school year. Seasonal co-curricular coaches and sponsors will be compensated over the course of their respective season or activity in the form of either seven (7) or fourteen (14) bi-weekly pay periods depending on the duration of the activity.

3. All co-curricular assignments shall be made known to Teachers via electronic mail bulletin and through notices placed in a specifically designated location in each building, and at one (1) specific location in the District Office. Positions will be held open for at least five (5) school days.

4. The Superintendent or designee shall make annual assignments, based upon the recommendations of the building principals, as approved by the Board, following the required posting of positions. Teachers shall be selected for assignment to a position based on their qualifications for that position and their seniority in that position as they relate to the needs of the district.

5. Co-curricular Assignments shall be made by mutual agreement in writing between the Teacher and Administration and must be renewed each year. These agreements shall note the approximate date and amount of payment for the co-curricular activity. All teachers hired for the 1986-87 school year and thereafter may, at the option of the Board of Education, be required to assume co-curricular assignments for such salary stipend as is contained within the Teachers' annual contract or as otherwise established by the Board. Health/Physical Education teachers will be required to assume two (2) assignments (with the exception of those Health/Physical Education teachers who are scheduled to teach three (3) or more Drivers Ed or Health classes during both semesters or those teachers that assume a Varsity Head Coaching position). All other Teachers will be required to assume one (1) assignment. A maximum of four (4) years may be required from the date of hire through the sixth (6th) year of employment.

5a. Cocurricular credit will be granted for event supervision upon the completion of a minimum of fifteen (15) events as designated by the building principals. Should the District be unable to staff the co-curricular program, the Board reserves the right to place co-curricular assignments based on qualifications and seniority.

5b. Cocurricular supervision shall be designated as either *specialized* or *crowd control*. *Specialized* positions may be assigned on a season-long basis for continuity and consistency. Teachers who are assigned to specialized positions must complete training before assuming those positions. The hourly rate of pay for these supervision positions is indicated in Appendix D. Section A.Cocurricular Positions.

6. In the event that a co-curricular position is not filled by a qualified union staff member, a qualified non-staff member may be hired. If a non-staff member is chosen for a position over a union member, the administration will notify the union president of the decision. Qualified refers to possessing appropriate Illinois High School Association (IHSA) required credentials and other qualifications determined essential by the athletic director or activities director. When appropriate, the athletic director or activities director will consult with the co-curricular activity head coach or sponsor prior to making a recommendation to hire.

7. To be considered for a co-curricular assignment, the interested Teacher shall notify the Principal or designee in writing, using the form provided, by May 1 of the current year. The bottom of said form, when completed and mutually agreed to, will represent a formal approval for the co-curricular position indicated on it.

8. Based on available information, all Teachers shall be notified of the tentative cocurricular assignments for the following school year prior to the end of the regular school year. Changes in assignment(s) subsequent to the above date shall be made only when necessary to implement the educational program, and any Teacher so affected shall be given prompt, written notification of change.

9. When a Teacher is involuntarily released from a co-curricular assignment(s) during the season the teacher will be provided written notification of this decision and shall be for good cause.

10. A written job description for a co-curricular activity shall be furnished to each Teacher who assumes the co-curricular activity.

11. The steps in the co-curricular salary schedule are to be determined by the number of years the Teacher is employed in a particular or related co-curricular assignment. Under agreed conditions, prior co-curricular experience will be credited. Disagreements pertaining to placement on the co-curricular schedule will be negotiated with the Union. The following is a listing of positions with related experience to be used in calculating placement on the co-curricular salary schedule:

<u>Position</u>	<u>Related Position</u>
Baseball	Softball
Cross-Country	Track
Swimming	Water Polo
Badminton	Tennis

12. In the event that an employee is unable to perform their contracted co-curricular duties and a replacement is secured and compensated by the school district, or the co-curricular is suspended due to absence of the moderator, the employee's compensation for the co-curricular will be adjusted in proportion to the contracted employee's absence.

13. The person in charge of each activity shall submit an annual report to the Superintendent or designee for the year's activities.

VIII. DEPARTMENT CHAIRPERSONS AND FRESHMAN CENTER MANAGERS

A. FORMULA FOR RELEASED TIME

<u>Teachers in Department (including DC)</u>	<u>Released Time</u>
4 to 8	1.0 periods
9 to 11	1.5 periods
12 to 14	2.0 periods
15 to 17	2.5 periods
18 or more	3.0 periods

1. The formula will be used each year to determine released time for Department Chairpersons. Department Chairpersons are required to teach a minimum of two (2) courses. Guidance and Special Education Department Chairpersons do not teach classes and are thus exempt from the two-course minimum.

2. If a Department Chairperson is also the Career and Technical Education (CTE) Grant Coordinator, the two-course minimum will not be required.

3. Release time does not include the planning/conference period.

4. Department chairs will not be assigned a supervision time.

B. REMUNERATION AND DUTIES

1. Pay for a Department Chairperson, in addition to their salary as a Teacher, will be based on the charts listed below. A first-year Department Chair would be on step one of the longevity chart. For year two (2) of service, department chairs would be placed on step two (2) and receive the indicated multiplier.

Number of Teachers	2021-22	2022-23	2023-24
1-9	\$7,890.43	\$8,206.05	\$8,534.29
10-14	\$8,868.58	\$9,223.32	\$9,592.26
15-19	\$9,489.49	\$9,869.07	\$10,263.83
20-24	\$10,154.35	\$10,560.53	\$10,982.95
25-29	\$10,867.41	\$11,302.11	\$11,754.19
30+	\$11,627.26	\$12,092.35	\$12,576.04

Longevity	Multiplier
1	1.00
2-6	1.05
7-10	1.10
11-15	1.15
16-20	1.20
21+	1.25

2. Department Chairpersons traveling between campuses in personal vehicles shall be reimbursed at the rate of seventy-five (\$75) per year.

3. All Department Chairpersons and Freshman Center Managers will be evaluated annually by use of the approved Evaluation Forms. A link to an online database system which includes the evaluation forms for these positions will be included on the district website.

4. The positions of Department Chairperson and Freshman Center Managers are annual appointments by the Superintendent.

5. Pay for Freshman Center Managers (currently English, Math, Physical Education and Science) in addition to salary as a Teacher will be five percent (5%). The percent of pay will be based on the co-curricular salary schedule, with the number of years as Freshman Center Manager determining the exact placement on the schedule.

6. The Freshman Center Managers will exercise duties and responsibilities as assigned by the Department Chairperson and Principal/Assistant Principal as needed.

IX. PROFESSIONAL STAFF RELEASED TIME

A. COORDINATORS

	<u>Released Time</u>	<u>% of Co-curricular Schedule</u>
GIFTED COORDINATOR	1.5	12.5%
CAREER AND TECHNICAL EDUCATION COORDINATOR/LOCKPORT ACADEMY	1	6%
SPECIAL EDUCATION PROGRAM COORDINATOR (2)	N/A	14%
HEALTH COORDINATOR	N/A	14%

B. UNION PRESIDENT

The Union president shall be released one (1) period per day for the purposes of coordinating and attending to contractual agreement responsibilities. A designated Union representative (as determined by the Union's Executive Board) will not be assigned a one-half (½) hour supervision. The continuation of this practice will be evaluated annually by the Superintendent.

X. EVALUATION OF NON-TENURED AND TENURED LICENSED STAFF

The evaluation of all certified staff will be according to the Lockport Township High School Professional Appraisal Plan (2012 and 2016) which can be found on the District website, www.lths.org. A link to an online database system (when applicable) will also be included on our website. The District and the Union agree that an organized process is imperative to the usefulness and success of the Appraisal Plan. An Appraisal Committee may reconvene as needed to address concerns of the Appraisal Plan process in order to improve instruction and adhere to all Illinois State Board of Education Guidelines (ISBE) Guidelines. Up-to-date Performance Evaluation Reform Act (PERA) Guidelines and Important Dates can be found on the online evaluation database.

Within the first 30 calendar days of the start of the school year, the union leadership will meet with the administration to establish dates for State-mandated groupings and seniority lists.

Under this Appraisal Plan, the professional standards to which each Teacher is expected to conform are set forth in Charlotte Danielson's "Enhancing Professional Practice: a Framework for Teaching."

Alternative frameworks are provided for the following categories of staff:

- Counselors
- Deans
- Department Chairs
- Library Media Specialists
- Nurses (Certified)
- School Psychologists
- Social Workers
- Special Education Coordinators
- Speech Pathologists

XI. GRIEVANCE PROCEDURE

The steps in this grievance procedure apply to matters related to this contract as well as issues related to Title IX and Section 504.

A. GENERAL

1. Grievance Definition - A grievance shall mean a complaint that contends:

1.a. That there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

1.b. That a Teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to the Contractual Agreement.

1.c. Any grievance must be filed within forty-five (45) business days time limit of the alleged violation with the exception of a grievance that pertains to salary which will be limited to five (5) years.

1.d. Only one (1) grievance per alleged violation will be permitted.

2. Grievance Purpose - The primary purpose of this procedure is to secure, at the lowest level, an equitable solution to the problems of all parties involved.

3. Grievance Principles - Every Teacher shall have the right to present grievances and not be subjected to reprisal because of it. Discussions shall be confidential during the procedural stages of the grievance. Upon the consent of all parties involved, tape recordings may be made at any step of the grievance procedure. If such a tape recording is made and if either party designates that recording as confidential, the custody of this recording will be the responsibility of the Superintendent. No third party will have access to this recording without the mutual written consent of the Superintendent and the Union president.

4. The Union Executive Board has the right to withdraw from any grievance.

5. -The attorney for either party shall be permitted to be present at the various steps of the grievance and arbitration procedures provided that notification of this is given to the other party twenty-four (24) hours in advance.

B. GRIEVANCE STEPS

1. STEP ONE: A complaint shall first be discussed with the complainant, the building administration, and the person(s) against whom the complaint is registered and a designee if desired, with the objective of resolving the matter informally. The Union grievance committee representative may attend the meeting if desired by the complainant. Both parties shall initial a statement that this meeting was held.

2. STEP TWO: If the grievance is not satisfactorily resolved in Step One, a meeting shall be held within ten (10) business days of the meeting described in Step One. A request for the meeting shall be

made in writing by the complainant to the building Principal or his/her designee at least three (3) business days prior to the Step Two meeting, and the grievance shall be specifically stated on the grievance form. A copy of said form can be found in Appendix I of this Agreement. Present at this meeting shall be the complainant, his immediate supervisor, the person(s) against whom the complaint is registered, the Principal of that building, a designee of the building Principal or his/her designee if so desired, and Union grievance committee representatives (maximum of four), if so desired.

3. STEP THREE: In the event the matter is not resolved informally, the complainant shall, within ten (10) business days of the meeting described in Step Two, file a written appeal to the Superintendent, who shall be excluded from Steps One and Two. A meeting shall be held within ten (10) business days after receipt of this letter by the Superintendent. Present at this meeting shall be the Superintendent, the building Principal or his/her designee, the complainant, the person(s) against whom the complaint is registered, and Union representatives (maximum of four), if so desired by the complainant, with the objective of resolving the matter. Within ten (10) business days of the meeting in Step Three, the Superintendent shall communicate his decision, in writing, together with supporting reasons, to all participants in Step Three of the process and the Union President.

4. STEP FOUR: Within ten (10) business days after receiving the Superintendent's written decision, an appeal may be made to the Board, who shall be excluded from all previous steps in the Grievance process. This appeal shall be in writing and shall be accompanied by a copy of the appeal and decision at Step Three. Within ten (10) business days following receipt of the appeal, the Board shall meet on the matter. Those entitled to be present and participate at this meeting shall be the Board, Board Counsel, the Superintendent, the Assistant Superintendent for Personnel, the building Principal or his/her designee, the complainant, the person(s) against whom the complaint is registered, the Union grievance committee representatives (maximum of four), and counsel. Within ten (10) business days after the meeting on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the building Principal, the Superintendent, the Union grievance committee, the Union President, the complainant, and the person(s) against whom the complaint is registered.

C. IMPASSE PROVISIONS

1. If a decision is made by the Union to take a case to impasse, a letter specifying this intent shall be filed with the Board within ten (10) business days of the receipt of the Board's decision at Step Four of the grievance procedure.

2. If the grievance is not resolved at Step Four, the Union may submit the grievance to mediation by giving the Board and Superintendent or Designee written notice within ten (10) business days of receipt of the Step Four response. The parties shall select the mediator within ten (10) business days of such notice. If the parties cannot agree to a mediator within ten (10) business days of the mediation demand, the Federal Mediation and Conciliation Service will be requested to provide a panel of mediators. The mediation shall be considered non-binding.

3. If mediation does not adequately solve the impasse, then within ten (10) business days, the Board and the Union shall request arbitration from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association.

4. The American Arbitration Association will be asked to make an administrative appointment, binding on both parties, if the Board and Union cannot agree on an arbitrator within twenty (20) business days after the original proposed list of arbitrators is received.

5. The arbitrator shall, within sixty (60) business days after the conclusion of the arbitration, issue a decision, in writing, to all parties involved in Step Four of the grievance procedure.

6. The arbitrator's opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented in writing by the Board and the Union, and the arbitrator's decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of this Agreement.

7. The decision of the arbitrator, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement, will be accepted as final.

8. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

XII. CONFORMITY TO LAW-SAVING PROVISION

1. The Union recognizes that the authority for the administration of the schools is vested in the Superintendent and Administration by the Board except as limited by the provisions of this Agreement.

2. If any provisions of this Agreement are, or shall be at any time contrary to statutory law or decisions of the courts, or adversely affect the payment of state or federal funds to the district, or the recognition or accreditation of the district by the State of Illinois, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect. However, this invalidation of any provision of this Agreement shall be contingent upon the official written notification from the superintendent of the Illinois State Board of Education.

XIII. DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024. However, the Board and Union may, at any time, amend this Agreement by mutual consent.

2. Items to be negotiated for the next Agreement shall be submitted by either the Board or the Union by February 1, 2024, and negotiations shall commence on or before March 1, 2024, and shall continue until a new or revised Agreement is reached.

—3. Prior to engaging in a strike, the union agrees to comply with the requirements set forth by the Illinois Educational Labor Relations Act.

XIV. NO WORK STOPPAGE PROVISION

During the life of this Agreement, there shall be no work stoppage or any other action taken to impede the operation of the Lockport Township High School district by the District 205 Council, American Federation of Teachers, Local 604.

XV. RATIFICATION AND CONDITIONS OF AGREEMENT

This document will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board action at a public Board meeting.


XVI. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

DATED this seventeenth day of May, 2021.

**FOR THE DISTRICT 205 COUNCIL,
AMERICAN FEDERATION OF
TEACHERS LOCAL 604, AFL-CIO**

**FOR THE BOARD OF EDUCATION
LOCKPORT TOWNSHIP HIGH
SCHOOL DISTRICT 205**



Carin Cooper, Union President



Ann Lopez-Caneva, Board President

APPENDICES

APPENDIX A	2021-2022 TEACHER SALARY SCHEDULE
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FORMS AVAILABLE

All applicable forms can be found on the district website:

www.lths.org

APPENDIX A
2021-2022 TEACHER SALARY SCHEDULE

Step	BA	B+15	MA	MA+15	MA+30	MA+45
1	49,980	51,479	53,795	55,408	57,070	58,782
2	50,514	52,029	54,370	56,000	57,680	59,410
3	51,675	53,225	55,946	57,624	59,554	61,340
4	52,863	54,449	57,568	59,295	61,489	63,333
5	54,078	55,701	59,237	61,014	63,487	65,391
6	55,321	56,982	60,954	62,783	65,550	67,516
7	56,648	58,349	63,087	64,980	67,680	69,710
8	58,007	59,749	65,295	67,254	69,879	71,975
9	59,399	61,182	67,580	69,607	72,150	74,314
10	60,824	62,650	69,560	71,646	74,494	76,729
11		64,153	71,598	73,745	76,915	79,222
12		65,692	73,695	75,905	79,414	81,796
13		67,268	75,854	78,129	81,994	84,454
14		68,882	78,076	80,418	84,658	87,198
15		70,535	80,363	82,774	87,409	90,031
16			82,717	85,199	90,249	92,957
17			85,140	87,695	93,182	95,978
18			87,634	90,264	96,210	99,097
19			90,201	92,908	99,336	102,317
20			92,843	95,630	102,564	105,642
21			95,563	98,431	105,897	109,075
22					109,338	112,619
23					112,891	116,279
24					116,559	120,058
Longevity					121,121	124,703

APPENDIX B
2022-2023 TEACHER SALARY SCHEDULE

Step	BA	B+15	MA	MA+15	MA+30	MA+45
1	50,979	52,508	54,870	56,516	58,211	59,957
2	51,524	53,069	55,457	57,120	58,833	60,598
3	52,709	54,289	57,065	58,776	60,745	62,567
4	53,921	55,537	58,719	60,480	62,719	64,600
5	55,161	56,814	60,421	62,233	64,757	66,699
6	56,429	58,120	62,173	64,037	66,861	68,866
7	57,783	59,514	64,349	66,278	69,033	71,104
8	59,169	60,942	66,601	68,597	71,276	73,414
9	60,589	62,404	68,932	70,997	73,592	75,799
10	62,043	63,901	70,951	73,077	75,983	78,262
11		65,434	73,029	75,218	78,452	80,805
12		67,004	75,168	77,421	81,001	83,431
13		68,612	77,370	79,689	83,633	86,142
14		70,258	79,636	82,023	86,351	88,941
15		71,944	81,969	84,426	89,157	91,831
16			84,370	86,899	92,054	94,815
17			86,842	89,445	95,045	97,896
18			89,386	92,065	98,133	101,077
19			92,005	94,762	101,322	104,362
20			94,700	97,538	104,614	107,753
21			97,474	100,395	108,013	111,254
22					111,523	114,869
23					115,147	118,602
24					118,889	122,456
Longevity					123,543	127,197

APPENDIX C
2023-2024 TEACHER SALARY SCHEDULE

Step	BA	B+15	MA	MA+15	MA+30	MA+45
1	51,998	53,557	55,967	57,646	59,375	61,156
2	52,554	54,130	56,565	58,262	60,010	61,810
3	53,762	55,374	58,205	59,951	61,960	63,818
4	54,998	56,647	59,892	61,689	63,973	65,892
5	56,262	57,949	61,628	63,477	66,052	68,033
6	57,556	59,281	63,415	65,317	68,198	70,244
7	58,937	60,703	65,634	67,603	70,414	72,526
8	60,351	62,159	67,931	69,969	72,702	74,883
9	61,799	63,650	70,308	72,417	75,064	77,316
10	63,282	65,177	72,368	74,538	77,503	79,828
11		66,741	74,488	76,721	80,021	82,422
12		68,342	76,670	78,968	82,621	85,100
13		69,982	78,916	81,281	85,306	87,865
14		71,661	81,228	83,662	88,078	90,720
15		73,380	83,607	86,113	90,940	93,668
16			86,056	88,636	93,895	96,712
17			88,577	91,233	96,946	99,855
18			91,172	93,906	100,096	103,100
19			93,843	96,657	103,349	106,450
20			96,592	99,489	106,707	109,909
21			99,422	102,404	110,174	113,481
22					113,754	117,169
23					117,451	120,976
24					121,268	124,907
Longevity					126,013	129,740

APPENDIX D

COCURRICULAR SALARY SCHEDULE

Step	2021-22	2022-23	2023-24
1	38,550	39,321	40,107
2	40,218	41,022	41,842
3	41,886	42,723	43,577
4	43,549	44,419	45,307
5	45,217	46,121	47,043
6	46,938	47,876	48,833
7	48,657	49,630	50,622
8	50,373	51,380	52,407
9	52,093	53,134	54,196
10	53,814	54,890	55,987
11	55,583	56,694	57,827
12	57,354	58,501	59,671
13	59,127	60,309	61,515
14	60,897	62,114	63,356
15	62,670	63,923	65,201
16	64,487	65,776	67,091
17	66,317	67,643	68,995
18	68,142	69,504	70,894
19	69,965	71,364	72,791
20	71,793	73,228	74,692
21	73,726	75,200	76,704

A. COCURRICULAR POSITIONS

Cocurricular position applicable to the salary schedule and their percentages approved for said cocurricular responsibilities shall be:

Percent of Co-Curricular Salary Schedule	Positions
28.0	Deans (Full Supervision)
26.0	Band Director (Marching Band 13%, Jazz Band 4%, Pep Band 2%, Band Director 7%)
25.0	Deans (partial supervision)
24.0	Head Drama Activities (Fall Play 6%, Group Interpretation 6%, Spring 6%, Drama Activities Coordinator 6%)
20.0	Activities Director
18.0	Assistant Drama Activities (Fall Play 4%, OA 6%, Variety Show 34%, Musical 4%) Choral Director (Madrigals 6%, Choral Director 6%, Ensembles 3 6%)
17.0	Assistant Band Director (Marching Band 7%, Jazz band 4%, Pep Band 2%, Band Director 4%)
14.5	Detention Supervisors (2) after school
14.0	Drama Technician (Plus 3% for Variety Show)
12.0	Assistant Athletic Director (per season)*, Head Coach Speech Team
11.5	Yearbook Sponsor
11.0	Auditorium Director, Student Government (2)
10.0	Assistant Choral Director (Madrigals 3%, Choral 3%, Ensembles 4%) Chess Club (SWSC)
9.0	Athletic Business Manager, Newspaper Sponsor, Saturday Detention Supervisor
8.0	Gaming Club-E-Sports, Math Team Coach (4), Orchesis, Scholastic Bowl, Robotics
7.5	Assistant Yearbook Sponsor
7.0	Assistant Speech team Coach (2), National Honor Society(2), Science/JETS Team Coach (2), Science Pilot Coach (1)
6.0	Assistant Drama (Musical Split 4%/2%), Assistant Scholastic Bowl Sponsor, Best Buddies (2), Intervention Team Coordinator, Junior class Sponsor (2), Senior Class Sponsor (2) Video Club

4.0	AFJROTC (2) (per season), Anime Club, Art Club Sponsor, Assistant Orchestras, Auto Service Club Sponsor, Beta Club Sponsor, Colorguard Sponsor, E-FACS Sponsor, Freshman Class Sponsor (2), Future Educators of America Sponsor, Gaming Club, Great Books Club Sponsor, GSA(2), Interact Club Sponsor, International Club Sponsor, Literary Magazine Club Sponsor, Model UN, SADD Sponsor, Science Club (Horticulture) Sponsor, Ski and Snowboard Sponsor, Sign Language Club Sponsor, Skills USA Sponsor, Snowball Sponsor, Sophomore Class Sponsor (2), Special Olympics Sponsor (2 per season x 2 seasons), Steppers Sponsor, Technology Education Club Sponsor (1 per season x 2 seasons), Student Equity Action Committee (SEAC)(2), Winterguard Sponsor. All other approved clubs recommended for compensation by the Superintendent.
3.0	Foreign Language NHS (4)
<u>\$27/hour</u>	<u>Event Workers - Specialized</u>
\$25/hour	Saturday Detention/After-School Detention Substitute, Event Workers - Crowd Control

* The Assistant Athletic Director may coach a team with the approval of the Athletic Director and Building Principal and will receive a negotiated, reduced stipend for the Assistant Athletic Director position, based on the seasonal coaching needs and teaching assignments. The Assistant Athletic Director shall be required to teach two (2) or three (3) classes based on the needs of the District, with the other 2 or 3 class periods being teacher release time to complete Assistant Athletic Director duties as assigned by the Athletic Director.

B. ATHLETIC POSITIONS

Athletic Positions applicable to the cocurricular salary schedule and their percentages approved for said athletic responsibilities are set forth in the table below:

Head Coach		Assistant Coach		Position
Regular Season	Extra Weeks Stipend	Regular Season	Extra Weeks Stipend	
16.0%	\$450	12.0%	\$250	Basketball, Football, Track
14.5%	\$425	10.8%	\$225	Wrestling
14.0%	\$400	10.4%	\$200	Baseball, Softball, Swimming
13.5%	\$375	9.6%	\$175	Athletic Trainer
13.0%	\$375	9.6%	\$175	Bowling, Volleyball
12.0%	\$350	8.8%	\$150	Cross-Country, Soccer, Lacrosse, Cheerleading, Porterettes
11.5%	\$325	8.4%	\$125	Badminton, Tennis, Water Polo
11%	\$300	8.0%	\$100	Golf

1. Each sport season will run from the official IHSA. starting date through the week of IHSA finals for that sport. If any team qualifies for the state playoffs, each varsity coach's salary will increase proportionately based on the coach's weekly earnings for that sport. Varsity coaches will receive additional compensation as outlined in the cocurricular pay schedule.
2. The IHSA starting dates will be used when computing weekly earnings for state playoffs. If the starting week consists of three (3) or more weekdays, it will count as a full week; less than three (3) weekdays will count as one-half (1/2) of a week.
3. During winter and spring breaks, coaches are to practice their squads at least three (3) sessions.
4. Each team is to practice (game) 15+ hours per week **minimum** before or after school hours usually from 3 p.m. to 6 p.m. including supervision time before and after practice.

5. Each athletic department head coach will be evaluated annually by the athletic director. A post-conference to review the evaluation will be held with the head coach within four (4) weeks of the head coach's IHSA season.
6. Prior to the first game of a new season, each coach shall be given salary notification.
7. Each athletic department head coach will evaluate each assistant coach in their respective program. It is the responsibility of the head coach to meet with each of their program assistants and provide them with their evaluation. The head coach will solicit input from the athletic director in the evaluation of their assistants. Evaluations are to be done on a timely basis at the conclusion of the season.

C. SPECIALIZED EVENT POSITIONS

The following specialized event positions shall receive the hourly rate of pay as indicated in the chart in Section A:

Announcer, Board, Book/Stats, Chains, Clock/Timer, Film, Finisher, Gate/Tickets/Cashier, Greeter/Table/Teams, Music, Penalty, Reader, Scorer/Scoreboard, Site Manager, Stream Video, Technology, Trainer

D. LONGEVITY STIPENDS

Longevity Stipends will be issued for athletic coaching positions and cocurricular sponsors applicable to the cocurricular salary schedule based on full-time membership in the collective bargaining unit and years coaching/sponsoring at Lockport Township High School in a particular or related athletic assignment. Stipend amounts will be applied as noted in the table below.

LTHS Years Coach/Cocurricular Sponsor	Head Coach/Cocurricular Director/Sponsor Longevity Stipend	Assistant Coach/Assistant Cocurricular Sponsor Longevity Stipend
1-6	\$0.00	\$0.00
7-10	\$300	\$100
11-14	\$600	\$200
15-19	\$900	\$300
20+	\$1,200	\$400

APPENDIX E

MEMO OF UNDERSTANDING

The Board of Education of Lockport Township High School District 205 (“Board”) and the District 205 Council American Federation of Teachers Local 604 AFL-CIO (“Union”) have reached the following understanding with respect to the parameters of a retirement incentive for teachers and hereby acknowledge and agree that the parties’ understanding is fully and accurately set forth below.

Lockport Township High School District 205’s Retirement Incentive Program has been established to recognize the contributions made by long-term, certified, full-time employees. The Retirement Incentive Program is designed to complement and supplement the provisions of the Illinois Teachers’ Retirement System (TRS). This program shall be effective upon commencement of the 2021-2022 school year.

ELIGIBILITY

In order to be eligible for a retirement incentive, a bargaining unit member must meet all of the following requirements:

1. The employee must be eligible to retire under the Illinois Teachers’ Retirement System (TRS) and receive an immediate retirement benefit. Furthermore, the employee must have sufficient service credit and/or age credit with TRS to avoid any retirement annuity discount and/or any Board penalty or contribution to TRS. Such employee shall be eligible for this contract retirement incentive, subject to all other eligibility requirements and qualifications and limitations set forth herein.
2. The employee must be at least age fifty-five (55) at the time of retirement and must have completed at least fifteen (15) years of full-time employment with Lockport Township high School District 205.
3. The Employee must notify the superintendent or designee in writing of their effective date of retirement, **on or before March 1** in the year prior to the employee entering into the LTHS Retirement Incentive Program. This written notification shall be in the form of an irrevocable letter of retirement signed and dated by the employee.
4. To facilitate determination of employee eligibility for this incentive, an individual retirement planning meeting will be held with each LTHS employee covered under this agreement and Lockport Administrative staff. The retirement planning meeting will be initiated by the district upon the employee reaching forty-nine (49) years of age.

QUALIFICATIONS AND LIMITATIONS

Employees eligible for the retirement incentive shall be subject to the following qualifications and limitations:

1. An employee who commences participation in this retirement incentive program and fails to comply with the provisions herein shall reimburse the District for any incentive payments received pursuant to this provision, including tax and other withholdings. Upon complete reimbursement, and if the employee remains employed with the District thereafter, the employee shall be placed at the appropriate salary step on the salary schedule, based upon the District's normal criteria for placement on the salary schedule.
2. An employee participating in this incentive shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If an employee voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the employee's increase shall be reduced by the amount of the extra duty compensation that was being paid to the employee. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment.
3. An employee participating in this incentive will not be assigned any additional extra duties or TRS reportable duties without the consent of the employee.

RETIREMENT INCENTIVE PROGRAM

1. To ensure the avoidance of TRS penalties for the six percent (6%) threshold, employees eligible to retire and who are qualified for a retirement annuity under TRS rules and regulations, and employees that are within four (4) years of becoming eligible to retire and qualified for a retirement annuity under TRS rules and regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of retirement, such an employee will:
 - A. Be salary restricted to the lesser of the negotiated contract salary agreement not to exceed six percent (6%) including any cocurricular or extra duty pay.
 - B. Be eligible to retire and receive a retirement annuity as set in the TRS criteria for years of service and age.

2. Salary restricted employees will have the option of submitting an irrevocable letter of retirement. Upon submitting a letter of notice to retire, the employee will then be eligible for the following incentives:

A. The employee will be removed from the salary schedule and receive four percent (4%) increases of his/her base salary, department chair stipends, and cocurricular stipends for each year up to four (4) years prior to the effective date of retirement.

B. For employees who enroll in the Teachers' Retirement Insurance Plan (TRIP), the Board will pay the premium costs for managed care under said plan For single coverage for the period immediately following the employee's retirement and until the employee becomes eligible for Medicare coverage at age 65. The insurance benefit described in this provision commences immediately upon the employee's retirement and the employee must enroll in TRIP at that time.

SICK DAYS

For sick days earned but unused and not submitted to TRS for service credit, the Board will pay the employee twenty-two dollars (\$22) per day up to a maximum of two hundred (200) days. This payment shall be made in the first month following the employee's last day of service to the District or receipt of their last paycheck from the District, whichever is later.

DEATH OF RETIREE

In the event of the death of an employee receiving the incentive, the District shall pay the employee's spouse or other beneficiary designated by the employee the regular incentive payments that would have been due to the employee through the end of the school fiscal year in which the death of the employee occurred. No additional amounts shall be paid or owed by the district.

APPENDIX F

MEMO OF UNDERSTANDING

The Board of Education of Lockport Township High School District 205 (“Board”) and the District 205 Council American Federation of Teachers Local 604 AFL-CIO (“Union”) have reached the following understanding with respect to six percent (6%) creditable earnings for teachers and hereby acknowledge and agree that the parties’ understanding is fully and accurately set forth below.

CREDITABLE EARNINGS CONTINGENCY

This provision shall only apply to employees eligible to retire and who are qualified for a retirement annuity under the Teacher Retirement System (TRS) rules and regulations and to any employee that is within four (4) years of becoming eligible to retire and who are qualified for retirement annuity under TRS rules and regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of retirement. For purposes of convenience and this provision only, such employees shall be referred to as “Eligible Employees.”

TRS rules and regulations provide that a teacher is eligible to retire and receive a retirement annuity if certain years-of-service and age criteria are met. These requirements can be found on the TRS website. The parties agree that any TRS creditable compensation and/or benefit increases under this contract or otherwise, shall not exceed the maximum amount which results in an employee’s retirement annuity being fully funded by the Illinois TRS, without Board liability for any portion of the retirement annuity. This means that an eligible employee’s TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases, and retirement incentives) whether under contract or otherwise, shall not increase from one school year to the next by more than six percent (6%) or otherwise increased so as to create Board liability for any portion of the retirement annuity or result in a Board-paid penalty to TRS. In no event will compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee’s retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary increase by more than six percent (6%) in any given year of this contract, that employee shall only receive the maximum increase allowed under this provision.

CONSIDERATIONS

Annually, by no later than February 1, the Board will provide to the union a list of all eligible employees. The Board and the Union shall jointly confirm the accuracy of such list.

Notwithstanding the above, an eligible employee may receive increases in creditable earnings greater than six percent (6%) contingent upon and in consideration of the following:

1. The employee must otherwise be eligible under this agreement for an increase in excess of six percent (6%) (e.g. the employee obtained additional credits resulting in horizontal movement on the salary schedule, or the employee began performing a new extra duty position(s) not previously performed.)
2. The employee executes a written agreement to be developed by both parties not to retire within four (4) years of receiving the increase in excess of six percent (6%) and re-executes such an agreement at the beginning of each school year in which the employee elects to opt out of the creditable earnings cap otherwise imposed by this section.
3. The employee shall repay the district any amounts received in excess of six percent (6%) if he/she does not adhere to the terms of the agreement not to retire (i.e. he/she retires within four (4) years of receiving an increase greater than six percent (6%)) and shall cooperate with the district in executing all necessary documents to reflect an adjustment in his/her creditable earnings for the year(s) in question. The employee acknowledges and agrees that the payment of any increase in excess of six percent (6%) is being made by the Board in reliance on and in consideration of the employee's agreement not to retire within four (4) years of receiving such an increase and that, therefore, an adjustment in earnings is required if the employee does retire within four (4) years of receiving such an increase as it otherwise constitutes an unintentional overpayment to the employee.
4. This provision is subject to compliance with TRS rules and regulations.

APPENDIX G

REQUEST FOR RECONSIDERATION

LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205

Request Initiated By : _____

Phone Number: _____

Address: _____

Initiator Represents: Self _____
Organization _____

Request is in Regard to: Central Campus _____ East Campus _____ Both _____

Staff Member Involved in Request: _____

Date of Occurrence if Applicable: _____

(Questions below refer to “practice.” This word is meant to include the use of any materials, including books, files, records, pictures etc.as well as assignments, speakers, procedures, etc.)

1. Specifically, to what practice are you objecting?

2. What concerns do you have as a result of the practice?

3. Have you spoken to a staff member or administrator regarding this request? If so, please include the staff member you spoke with and the date of the discussion.

4. What would you like to see occur regarding this request?

- The practice ceasing to occur in its entirety _____
- My child being excused from participating in the practice _____
- Refer this practice to the appropriate department for reconsideration _____
- An appropriate school staff member discuss this practice with me _____
- Other (Please explain) _____

Signature of Person making request

Date

APPENDIX H

GRIEVANCE FORM

LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205

This form is to be completed and presented to the Building Principal before Step Two and all subsequent steps outlined in the Grievance Procedure.

Name

Date

Building

Nature of the Grievance:

Explain the specific nature of the grievance including the section(s) of this agreement that are in question and the date(s) on which the alleged violation(s) occurred.

APPENDIX I

**INITIAL TEACHER SALARY PLACEMENT AGREEMENT
LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205**

IT IS HEREBY AGREED, by and between the Board of Education of District 205,
County of Will, State of Illinois, and
_____ a legally qualified teacher, that the
said teacher, shall teach in the said School District for the school year 20 ____ and 20 ____ for
the annual salary of *\$ _____ payable in twenty -six (26) equal
installments at the end of each pay period as scheduled by the Board.

IT IS FURTHER AGREED that this contract is subject to the School Laws of Illinois and
the reasonable and lawful regulations of said Board.

Pursuant to an aye and nay vote taken and recorded at the lawful meeting of the said
Board of Education held at Lockport, Illinois on the _____ day of _____,
20 ____, and by order of said Board of Education this contract is executed in duplicate this
____ day of _____, 20 ____.

President

Teacher

Secretary

*Based on Placement of the 20 ____ - 20 ____ Salary Schedule.

The Teacher may at the option of the Board of Education be required to assume extracurricular
assignments for such salary stipend as is contained within the Teacher's annual contract or as
otherwise established by the Board of Education.