

**2019-2023
AGREEMENT**

**BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT
NO. 113
AND
DISTRICT 113 EDUCATION ASSOCIATION**

Table of Contents

ARTICLE I - Recognition	1
ARTICLE II - Uninterrupted Service	1
ARTICLE III - Wages/PARC	2
ARTICLE IV - Insurance	8
ARTICLE V - Leaves	9
ARTICLE VI - Stipends	10
ARTICLE VII - Grievance Procedure	13
ARTICLE VIII - Retirement.....	18
ARTICLE IX - Duration & Prior Agreements	21
APPENDIX A.....	22
APPENDIX B.....	23
APPENDIX C.....	24
APPENDIX D.....	25

ARTICLE I
Recognition

The Board of Education of Township High School District No. 113 (the “Board”) recognizes the District 113 Education Association (the “DEA”) as the representative for all full-time and part-time regularly employed licensed staff members (“LSMs”) which include teachers, librarians, department chairs, deans, certified school nurses, licensed school social workers, licensed counselors, licensed psychologists and building level directors/coordinators (i.e. Activity, ELL, TPI), but excluding the superintendent, assistant superintendents, District level directors, principals, assistant principals, athletic directors and substitutes (including long term substitutes).

ARTICLE II
Uninterrupted Service

The DEA agrees that neither it, nor its agents acting on behalf of the DEA, shall strike, engage in or support any concerted refusal to render full and complete service during the term of this Agreement.

ARTICLE III Wages/PARC

1. Licensed Staff Members (LSMs)

- (a) 2019-2023 Step and Base Salary Increases: Each year of this Agreement will include an increase to the schedule as set forth immediately below. In addition, for 2019-2020, LSMs shall receive step movement on the Unified Salary Grid as set forth in Section 1.f below and will receive one step movement per year for 2020-2021, 2021-2022 and 2022-2023 (unless the LSM is at Step 28, then no step movement; Step 28 LSMs remain on Step 28).

The “raise to the base” shall be applied to each step in each lane up to Step 24. Steps 25 through 28 shall be increased pursuant to 1(c) of this Article.

2019-2020	2020-2021	2021-2022	2022-2023
Unified grid (see Appendix A)	1.90% raise to base (see Appendix B)	1.1 x CPI* – raise to the base (raise to the base subject to 1.5% minimum and 3.5% maximum)	1.1 x CPI* - raise to the base (raise to the base subject to 1.5% minimum and 3.5% maximum)

*December 2019 CPI as published in January 2020 is used for 2021-22

*December 2020 CPI as published in January 2021 is used for 2022-23

For 2021-2022 and 2022-2023, the following chart reflects the raise to base formula for varying levels of CPI:

CPI	Raise to Base	CPI	Raise to Base
1.3 or below	1.50	2.3	2.53
1.4	1.54	2.4	2.64
1.5	1.65	2.5	2.75
1.6	1.76	2.6	2.86
1.7	1.87	2.7	2.97
1.8	1.98	2.8	3.08
1.9	2.09	2.9	3.19
2	2.20	3	3.30
2.1	2.31	3.1	3.41
2.2	2.42	3.2+	3.50

(b) Salary Schedules

- i. The salary grid for 2019-2020 is attached as **Appendix A**
- ii. The salary grid for 2020-2021 is attached as **Appendix B**
- iii. The salary grid for 2021-2022 will be attached after applicable raise to base is determined
- iv. The salary grid for 2022-2023 will be attached after applicable raise to base is determined

(c) Increase to Steps 25 through 28

For all years of this Agreement, Steps 25 through 28 shall be:

Step 25 will be \$1,250 greater than Step 24

Step 26 will be \$1,250 greater than Step 25

Step 27 will be \$1,250 greater than Step 26

Step 28 will be \$1,250 greater than Step 27

- (d) **Salary Schedule credit for prior years of experience:** Salary schedule years of experience credit for teachers hired during the term of this Agreement will be limited to twelve (12) years (i.e. new teachers will begin no higher than Step 12). Exceptions may be made, but only based on need and with the approval of the Superintendent.
- (e) **PhD Stipend:** LSMs who possess a PhD or equivalent degree shall receive a \$1,000 annual stipend in addition to their base salary.
- (f) **TRS Contribution:** All salaries and stipends received by a LSM include the required TRS employee contribution as determined by TRS.
- (g) **Placement on 2019-2020 Unified Salary Grid:** For LSMs employed by District 113 in 2018-2019, the step placement on the 2019-2020 Unified Salary Grid was determined by a formula using each LSM's hire date and 2018-2019 schedule/step placement.
 - (i) LSMs hired prior to July 1, 2011: Each LSM's base salary for 2018-2019 was multiplied by 1.03 to attain a "Product". The LSM was then placed in their lane at the lettered step containing a salary nearest to the Product. If the step placement on the 2019-2020 Unified Salary Grid results in a salary less than the Product, then a one-time stipend will be paid to the LSM in 2019-

2020 for the difference between the Product and the base salary set forth in the 2019-2020 step upon which the LSM was placed.

Example: 2018-2019 placement of MA +30, Step 6

2018-19 base salary	Product Base x 1.03	Nearest cell 2019-20 Unified Grid	2019-20 Stipend
\$82,234	\$84,701	\$84,247 Step G (7)	\$454

Example: 2018-2019 placement of MA +60, Step 9.2

2018-19 base salary	Product Base x 1.03	Nearest cell 2019-20 Unified Grid	2019-20 Stipend
\$102,337	\$105,407	\$105,467 Step L (12)	\$0

- (ii) LSMs hired after July 1, 2011 with a 2018-2019 step placement between 0 and 4, inclusive: Each LSM was advanced 1 step on the (post-2011) 2018-2019 salary grid and the resulting salary was multiplied by 1.03 to attain a “Product”. The LSM was then placed in their lane at the lettered step containing a salary nearest to the Product. If the step placement on the 2019-2020 Unified Salary Grid is less than the LSM’s 2018-2019 base salary multiplied by 1.06, then a one-time stipend will be paid to the LSM in 2019-2020 for the difference between the LSM’s 2018-2019 base salary multiplied by 1.06 and the base salary set forth in the 2019-2020 step upon which the LSM was placed.

Example: 2018-2019 placement of MA +30, Step 1.8

2018-19 base salary of MA +30, step 1.8	2018-19 base salary of MA +30, step 2.8	Product— Base x 1.03	Nearest cell 2019-20 Unified Grid	2018-19 base x 1.06	2019-20 Stipend
\$65,971	\$69,443	\$71,526	\$71,037 Step B (2)	\$69,929	\$0

Example: 2018-2019 placement of MA +60, step 3.7

2018-19 base salary of MA +60, step 3.7	2018-19 base salary of MA +60, step 4.7	Product— Base x 1.03	Nearest cell 2019-20 Unified Grid	2018-19 base x 1.06	2019-20 Stipend
\$80,465	\$83,063	\$85,555	\$85,010 Step E (5)	\$85,293	\$283

- (iii) LSMs hired after July 1, 2011 with a 2018-19 step placement 4.1 and greater: Each LSM was advanced 2 steps on the (post-2011) 2018-2019 salary grid and the resulting salary was multiplied by 1.03 to attain a “Product”. The LSM was then placed in their lane at the lettered step containing a salary nearest to the Product. If the step placement on the 2019-2020 Unified Salary Grid is less than the LSM’s 2018-2019 base salary multiplied by 1.06, then a one-time stipend will be paid to the LSM in 2019-2020 for the difference between the LSM’s 2018-2019 base salary multiplied by 1.06 and the base salary set forth in the 2019-2020 step upon which the LSM was placed.

Example: 2018-2019 placement of BA, step 9

2018-19 base salary of BA, step 9	2018-19 base salary of BA, step 11	Product— Base x 1.03	Nearest cell 2019-20 Unified Grid	2018-19 base x 1.06	2019-20 Stipend
\$69,786	\$72,242	\$74,409	\$73,729 Step I (9)	\$73,973	\$244

Example: 2018-2019 placement of MA +45, step 16.1

2018-19 base salary of MA +45, step 16.1	2018-19 base salary of MA +45, step 18.1	Product— Base x 1.03	Nearest cell 2019-20 Unified Grid	2018-19 base x 1.06	2019-20 Stipend
\$100,709	\$104,705	\$107,846	\$107,229 Step N (14)	\$106,752	\$0

2. Part-Time LSMs

- (a) Prorated Base Salary: The base salary of a part-time LSM is prorated based on the amount of FTE the LSM is assigned. (.5 FTE earns 50% of the applicable base salary)
- (b) Prorated Step Movement: Part-time LSMs make partials step movement based on the amount of FTE the LSM is assigned (.5 FTE moves 1/2 step per year).

3. Leadership Stipends

The following leadership positions shall receive an annual stipend in addition to their base salary in the amounts set forth below:

- Department Chair: 13% of the LSM’s base salary
- Dean: 13% of the LSM’s base salary
- Activity Director: 13% of the LSM’s base salary
- Program Director: 13% of the LSM’s base salary

4. Summer Workshop Compensation

The hourly rate for summer workshops is \$50 per hour.

5. PARC Tuition Reimbursement

- (a) LSM’s Whose 3 or 5-Year Cycle Begins in 2019-2020 or After: Professional advancement is required once every 3 years for LSMs with a Bachelor’s degree and once every 5 years for those with a Master’s degree. The Board of Education will help defray a teacher’s professional advancement expense if the expense is pre-approved by PARC. LSMs are eligible for reimbursement following documented completion of their activities. Tuition reimbursement to a maximum of \$2,600 is available over a three-year period for a teacher with a Bachelor’s degree or over a five-year period for a LSM with a Master’s or higher degree. Upon

presentation of an official transcript showing that the LSM has passed the approved courses, the Board will reimburse the LSM for tuition up to the maximum amounts in the aforementioned time periods. Reimbursement in the amount of \$1,500 may be granted for approved course work expenses in which a separate residence or travel outside of the continental United States is necessary to complete the course work.

- (b) LSMs Who are Mid-Cycle in 2019-2020: At the completion of the LSM’s current 3 or 5-year cycle, the LSM will be subject to Section 5(a) immediately above. For the remainder of the current cycle, the LSM shall continue to receive the benefits in this Section 5(b). Professional advancement is required once every 3 years for LSMs with a Bachelor’s degree and once every 5 years for those with a Master’s degree. The Board of Education will help defray a teacher’s professional advancement expense if the expense is pre-approved by PARC. LSMs are eligible for reimbursement following documented completion of their activities. Tuition reimbursement to a maximum of \$2,200 (\$3,400 for LSMs employed after 2011) is available over a three-year period for a teacher with a Bachelor’s degree or over a five-year period for a LSM with a Master’s or higher degree. Upon presentation of an official transcript showing that the LSM has passed the approved courses, the Board will reimburse the LSM for tuition up to the maximum amounts in the aforementioned time periods. Reimbursement in the amount of \$1,500 (\$3,000 for teachers employed after 2011) may be granted for approved course work expenses in which a separate residence or travel outside of the continental United States is necessary to complete the course work.

6. Summer School

The following summer school duties may be assigned to LSMs who will be paid in accordance with the following rates:

Summer School Teacher (except Science):

Summer 2019:	\$3,500/semester course; \$7,000/full-year course
Summer 2020:	\$3,567/semester course; \$7,133/full-year course
Summer 2021:	12.47% of 2021-2022 BA, Step 1
Summer 2022:	12.47% of 2022-2023 BA, Step 1

Summer School Science Teacher:

Summer 2019:	\$3,834/semester course; \$7,667/full-year course
Summer 2020:	\$3,907/semester course; \$7,813/full-year course
Summer 2021:	Same % increase applied to Summer School Teacher rate*
Summer 2022:	Same % increase applied to Summer School Teacher rate*

*If 12.47% of the 2021-2022 BA, Step 1 causes the 2021 Summer School Teacher rate to increase by 2% over the 2020 Summer School Teacher rate, then the 2020 Summer School Science Teacher rate will also increase by 2% for summer of 2021.

Summer School Dean:	\$1,000/summer
Summer School Principal:	\$15,000/summer
OR	
Summer School Co-Principals:	Summer 2019: \$8,750 per Principal/summer Summer 2020: \$8,950 per Principal/summer Summer 2021: \$9,150 per Principal/summer Summer 2022: \$9,250 per Principal/summer
Summer School Nurse:	Hourly rate based on current salary

7. Internal Subbing

LSMs who substitute for another LSM shall be paid in accordance will the following rates:

One period equal to or less than 50 minutes:	\$60.00*
One period greater than 50 minutes:	\$80.00*

*No LSM may receive more than \$140.00 for internal subbing on a calendar day.

8. DEA Release Time

The Board shall grant a release of 3 classes (one for the DEA President and one for each of the two DEA Vice Presidents) for each semester of each academic year of this Agreement. The District shall be responsible for the payment of all costs associated with the release granted to the DEA President and to one Vice President, and the DEA shall contribute \$8,000 per academic year for any costs associated with the release granted to one vice president.

In addition, the DEA President and both Vice Presidents shall be exempt from the normal supervisory assignments assigned to other LSMs as part of their duties.

The Board shall grant up to 20 full days to allocate for professional duties or professional development of its committee members. The assignment of these days would be at the sole discretion of the DEA Executive Board or its designee. The DEA shall reimburse the District for the full cost of providing substitutes on these days. The District will continue to provide and pay for substitutes for any meetings that may occur during the school day where DEA and administration are negotiating or meeting as part of their joint work together and where substitutes would need to be provided.

9. Creditable Earnings

The Parties hereby agree that the District and DEA makes no representations regarding the creditable earnings status with respect to any compensation received by LSMs pursuant to the terms of this Agreement. Any and all determinations regarding creditable earnings, creditable service and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

**ARTICLE IV
Insurance**

1. Eligibility:

All LSMs who are employed on a .5 FTE basis or higher are eligible to participate in the District’s insurance plan at the contribution rates set forth immediately below in Section 2 of this Article. A LSM’s insurance coverage shall run from July 1st through June 30th provided the LSM remains employed for the full school year.

2. HMO/PPO/Dental/Vision Contribution

- (a) Single: For the duration of this Agreement, the Board will pay 100% of the single premium for eligible LSMs.
- (b) Family: For the duration of this Agreement, the Board will pay 76% of the family premium for eligible LSMs.

The Administration and DEA agree to continue to work collaboratively with the District’s Insurance Committee to make adjustments to the District’s insurance plans and/or use the self-funded plan reserves in an effort to try to contain the cost of premiums. The cost of premiums for 2019-2020 are as follows:

PPO Single:*	\$726.00/month
PPO Family:*	\$1,848.00/month
HMO Single: *	\$578.27/month
HMO Family:*	\$1,572.07/month
PPO Dental Single:	\$67.00/month
PPO Dental Family:	\$142.00/month
HMO Dental Single:	\$16.97/month
HMO Dental Family:	\$39.76/month

*Cost of vision insurance is included in the cost of health insurance.

3. Life Insurance

LSMs employed on a .5 FTE basis or higher are entitled to life insurance coverage of \$125,000 with 100% of the premium paid by the Board.

**ARTICLE V
Leaves**

1. Sick Leave

All LSMs shall receive thirty (30) sick leave days during their first full year of employment with the District and shall receive eighteen (18) sick leave days for each year of employment thereafter.

LSMs shall be permitted to accumulate and carry-over unused sick leave days up to a maximum of three-hundred and eighty days (380). Such teachers who carry over the maximum of 380 days will be permitted to possess up to 398 days after receiving their new annual allotment of 18 days, but then may only carry-over 380 unused days to the following school year.

Sick leave days may be used for the reasons set forth in the sick leave provision of the *Illinois School Code*.

2. Personal Leave Days

All LSMs shall receive three (3) personal days. If a LSM coaches a District 113 sport or sponsors a District 113 activity, he/she shall receive a fourth personal day. If three (3) consecutive personal days are requested or if any personal days precede or follow holiday or break periods, then prior approval from the Principal is required. In the event that the Principal denies the approval, the LSM may appeal the decision to the Superintendent or Director of Human Resources. LSMs may not take four (4) consecutive personal days. Personal days must be used during the work year in which they were received and any days unused by the end of the work year shall convert into accumulated sick leave.

3. Other Leaves

All other leave rights for LSMs are found in the District 113 Board Policy Manual which can be found on the District 113 website (i.e. FMLA, Parental Leave, Part-Time Leaves, Maternity/Paternity Leaves, and Disability Leaves).

ARTICLE VI Stipends

1. Athletic Stipends:

- (a) Athletic stipends fall within the categories set forth on a Memorandum of Understanding between the DEA and the Board which shall be reviewed, updated, if necessary, and attached to this Agreement on an annual basis and the stipend schedule containing the stipend amounts is found at **Appendix C**.
- (b) **Category Placement**: Sport placement will be determined by IHSA approved length of season. New sports or changes in length of season will have placement reviewed with a recommendation made by the Athletic Director to the administration who will share the placement determination with the Extra-duty subcommittee that represents the LSMs. Adding a new sport or a category change for a sport shall not be deemed an amendment to this Agreement.
- (c) **Personal Day**: As stated in Article V.2, coaches receive an additional personal day during each year that they coach (maximum 1 per person).
- (d) **Playoff Compensation**: The paid coaching staff of any team that advances beyond the first round of state competition will be paid an extra stipend of \$100 per week for head coaches and \$75 per week for designated assistant varsity coaches. The paid coaching staff of a football team that advances to the IHSA playoffs will be paid an extra stipend of \$100 per week for head coaches and \$75 per week for designated assistant varsity coaches. The Athletic Director has the discretion to approve the number of assistant coaches who will advance with the head coach.
- (e) **Regulations for Lane Placement**:
 - i. Any District 113 coach who adds and/or transfers coaching assignments to another District 113 sport will be granted up to 3 years of credit for prior District 113 coaching experience.
 - **EXAMPLE**: Coach A will be at step 6 as an assistant swimming coach for next year. She is offered the head coaching position for water polo for next year. She will receive credit for completing 3 years' prior District 113 coaching experience because she changed sports; thus, she will begin as a head coach on step 4 next year.
 - **EXAMPLE**: Coach C would be at step 3 as a head tennis coach for next year. She is offered the head coaching position for softball. This individual would stay at step 3 because any coach not yet to step 5 would not have to slide back when making a change.

- ii. Full credit for District 113 assistant coaching experience will be granted if the LSM becomes head coach of the same sport.
 - **EXAMPLE:** Coach B will be at step 5 as an assistant baseball coach for next year. He is offered the head coaching position for baseball. This person would stay at step 5 for next year as a head coach because he has remained in the same sport.
- iii. A District 113 coach who, after a break in coaching service, returns to the same coaching assignment that he/she previously held for the same sport shall be placed on the step after the step that he/she was on immediately prior to the break in coaching service.
 - **EXAMPLE:** Coach E coached football for 8 years. He stepped away from coaching when he became an administrator. After 10 years as an administrator he made the decision to return to teaching and coaching. He would move to step 9 on the grid upon his return to coach football.

2. Activity Stipends

- (a) Activity stipends fall within the categories set forth on a Memorandum of Understanding between the DEA and the Board which shall be reviewed, updated, if necessary, and attached to this Agreement on an annual basis and the stipend schedule containing the stipend amounts is found at **Appendix C**.
- (b) Category Placement: New activities or changes will have placement reviewed with a recommendation made by the Activity Director to the administration who will share the placement determination with the Extra-duty subcommittee that represents the LSMs. Adding a new activity or a category change for an activity shall not be deemed an amendment to this Agreement.
- (c) Personal Day: As stated in Article V.2, activity sponsors receive an additional personal day during each year that they sponsor (maximum 1 per person).
- (d) Regulations for Lane Placement:
 - i. Any District 113 activity sponsor who adds and/or transfers assignments to another District 113 activity will be granted up to 3 years of credit for prior District 113 activity sponsor experience.
 - **EXAMPLE:** Sponsor D has been in charge of the Chess Club for 20 years. He is at the maximum on the scale. If he decided to take on a new activity next year, he would receive credit for completing 3 years' prior District 113 activity sponsor experience because he changed

activities; thus, he would begin as an activity sponsor on step 4 next year.

- **EXAMPLE:** Sponsor C would be at step 3 as a newspaper sponsor for next year. She is offered the sponsor position for model UN. This individual would stay at step 3 because any sponsor not yet to step 5 would not have to slide back when making a change.
- ii. Full credit for District 113 assistant activity sponsor experience will be granted if the LSM becomes head activity sponsor of the same activity.
- **EXAMPLE:** Sponsor B will be at step 5 as an assistant robotics sponsor for next year. He is offered the head sponsor position for robotics. This person would stay at step 5 for next year as a head sponsor because he has remained in the same activity.
- iii. A District 113 activity sponsor who, after a break in sponsor service, returns to the same sponsor assignment that he/she previously held for the same activity shall be placed on the step after the step he/she was on immediately prior to the break in sponsor service.
- **EXAMPLE:** Sponsor E sponsored HPTV for 8 years. He stepped away from sponsoring when he became an administrator. After 10 years as an administrator he made the decision to return to teaching and sponsoring. He would move to step 9 on the grid upon his return to sponsor HPTV.

3. Other Extra Duty Compensation

Ticket-Takers/Sellers (any game)	\$15.00/hr
Street Supervision (permit check, traffic, ext.)	\$18.00/hr
Crowd Control (non-supervision)	\$18.00/hr
Football Chain Crew	\$24.00/hr
Videographers	\$24.00/hr
Timers/Scorers	\$24.00/hr
(track meet, score table workers, announcers)	
Drivers' Education-Behind the Wheel (summer)	\$51.00/hr
Saturday Detention	\$25.00/hr
Teachers of Homebound Students	\$48.00/hr
Lab Supervision	\$29.00/hr
Debate Judge	\$75.00/round OR \$225.00/day
Stage Manager (non-school events)	\$25.00/hr

ARTICLE VII Grievance Procedure

From time to time faculty problems arise which cannot be resolved through the traditional methods of discussion with department chairperson, principal, or superintendent. The purpose of the following grievance procedure is to establish a step-by-step method that may be used in an attempt to resolve a problem or complaint to the satisfaction of all parties concerned.

This procedure is available to any faculty member of the District as herein defined. No faculty member is required to use this procedure. The availability of this procedure does not preclude any faculty member from discussing any matter with his supervisor, principal, or the superintendent, or from requesting, through the superintendent, a meeting with the Board of Education. This procedure is not a substitute for any other procedure required by law, such as in the case of the termination of a tenured teacher; however, to the extent that this grievance procedure is preliminary to and not inconsistent with any other procedure, it may be used at the option of the affected employee without prejudice to his or her right to pursue such other procedure. Any action taken here will be without prejudice to the rights and privileges of concerned parties.

1. Definitions

- (a) Grievant. For the purpose of this procedure, a grievant is any certificated employee of the District, other than department chairpersons, assistant principals, principals, district administrators, and supervisors.
- (b) Grievance Committee. The District 113 Grievance Committee shall be composed of three to five faculty members from each school selected by the District Education Association (DEA) for this purpose. The Grievance Committee shall select two Chairpersons, one from each school. In most cases a grievance will be handled by the particular building grievance representatives.
- (c) Grievance. A grievance is any claim by a faculty member or group of faculty members regarding any policy of the Board of Education, or any administrative procedure or action, applicable to or affecting the grievant in his capacity as an employee of the District, is arbitrary, has been discriminatorily or capriciously applied, or has not been applied fairly or in accordance with its terms. A grievance may be related only to an actual or imminent application of a policy or procedure.

2. Informal Procedure (Level I)

A grievant must in the first instance make a sincere effort to resolve any difference in a personal interview or multiple interviews with his Department Chairperson or other administrator or supervisor as may be appropriate to the nature of the claim. In the event

the claim is not thereby satisfactorily resolved, it must be discussed with the Building Principal with the object of concluding the matter informally. At any point the grievant may ask a colleague to attend as an observer.

3. Submission to Grievance Committee (Level II)

(a) If, after efforts from both parties, the claim is not resolved through the Informal Procedure, the grievant may request initiation of formal procedures by completing a written (hard copy, not electronic) grievance form to be made available by the Grievance Committee and submitting the completed form to a member of the Grievance Committee within five school days from the date of the last informal discussion of the claim with the Building Principal. The grievance form can be found on the District website attached to Board Policy 5-210 at the following URL:

<https://drive.google.com/file/d/0B-ATyhVCZHdRUjd4THRITnhiYjg/view>

(b) The Grievance Committee shall within ten school days review the submitted document(s) and discuss the grievance with the grievant in an arranged meeting. The grievant will then decide whether to pursue the matter further.

4. Submission to Building Principal (Level III)

(a) If the grievant decides to pursue the grievance, the Grievance Committee, within fifteen school days from submission of the grievance to the committee, shall give to the Building Principal a copy of the written grievance.

(b) Within five school days after submission of the written grievance, a conference shall be held among the concerned parties, which may include:

- 1) the Building Principal,
- 2) any other building supervisor or administrative personnel selected by the principal,
- 3) the Grievance Committee or its designated subcommittee, and
- 4) the grievant (or a reasonable number of grievants in the event the grievance has been submitted by a group too large feasibly to participate in a conference) if the Grievance Committee so requests.

(c) Within five school days after the conference, the Principal shall communicate his/her decision and reasons in support, in writing (hard copy, not electronic), to the Chairman of the Grievance Committee and to the grievant.

5. Appeal to the Superintendent (Level IV)

- (a) If the decision of the Building Principal is not satisfactory to the Grievant, then he/she may appeal the decision to the Superintendent in writing (hard copy, not electronic), within five school days following receipt of the decision. It shall set forth the basis for the grievance and the grounds on which the appeal is based. A copy of the original grievance and decision of the Building Principal shall be submitted with the appeal to the Superintendent. A copy of the appeal will go to the Grievance Committee.
- (b) Within ten school days after submission of the appeal, a conference shall be held on the appeal among the concerned parties, which may include:
 - 1) the Superintendent or his/her designee,
 - 2) any other administrative or supervisory personnel selected by the superintendent,
 - 3) the Grievance Committee or its designated subcommittee, and
 - 4) the grievant (or a reasonable number of grievants in the event the grievance has been submitted by a group too large feasibly to participate in a conference) if the Grievance Committee so requests.
- (c) Following the conference both parties may mutually agree to mediation if it is felt that an external party may assist in reaching resolution. The cost of mediation will be paid by District 113.
- (d) Within ten school days after the appeal/mediation conference, the Superintendent shall communicate his/her decision and reasons in support, in writing (hard copy, not electronic), to the Chair of the Grievance Committee and the grievant.

6. Appeal to Binding Arbitration (Level V)

- (a) If the decision of the Superintendent is not satisfactory to the grievant, he/she may refer the grievance to binding arbitration by notice to the Superintendent within ten school days following receipt of the Superintendent's decision. The American Arbitration Association shall act as administrator of the proceedings utilizing its Labor Arbitration Rules.
- (b) Each party will select an arbitrator to represent its interest in the arbitration. The party-appointed arbitrators will be given an identical list of names chosen from the Panel of Labor Arbitrators. Each party-appointed arbitrator will have ten days

from receipt of the list to strike out any name to which he/she objects. From the names that remain, the AAA will choose the neutral arbitrator.

- (c) The three member arbitration panel shall conduct the hearing and submit its report to the Board of Education and the District Education Association (DEA). All arbitration costs related to the work of AAA will be divided equally between the Board and DEA. If either party requests a copy of the transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties request a transcript, the costs shall be divided equally between the Board and the DEA. If a copy of the transcript shall be furnished to the arbitrator, the cost shall be divided equally between the Board and the DEA
- (d) When feasible and appropriate the parties can agree to AAA's expedited process for arbitration.
- (e) It is agreed that the decision made at the conclusion of the arbitration resolves the dispute, and the findings will be implemented. An unanimous vote among the three arbitrators is not required. A decision by two of three arbitrators in the absence of unanimity will hold as a final decision.
- (f) The findings will be submitted to the District 113 Board of Education, the District Education Association and the Grievant in accordance with the AAA timelines.
- (g) The District 113 Board of Education, the District Education Association and the grievant may have other representation not included above as part of the arbitration process, but each party is responsible for the costs involved in this representation.

7. Additional Provisions

- (a) Grievances involving an administrator above the building level may be initially filed at Level IV.
- (b) If requested by the Grievant, at or beyond Level II, the Association's grievance representative may participate in the processing of a grievance.
- (c) Time Limits. Failure at any steps of the grievance procedure to communicate a decision within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the designated time as though a decision was given on the last day provided. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the last prior decision. (All time limits identified in this grievance procedure are school days except as otherwise expressly stated and except during the summer recess when days shall be those on which the central administrative office is open to the public for

business.) Any time limit specified may be extended by mutual agreement among all parties concerned.

- (d) Procedure for Revision. The District 113 Grievance Procedure may only be revised with the mutual consent of the Grievance Committee of the DEA, the administration, and the Board of Education, but all parties will review, consider revisions and vote to approve the Grievance Procedure at the end of this Agreement. Any grievance in process will be completed under the set of procedures in which it was initiated.
- (e) Outline of Grievance Procedure. An outline summarizing this Procedure can be found on the District website attached to Board Policy 5-210 at the following URL:

<https://drive.google.com/file/d/0B-ATyhVCZHdRUjd4THRITnhiYjg/view>

ARTICLE VIII Retirement

1. Voluntary Retirement Incentive Plan

District 113 will offer a Voluntary Retirement Incentive Plan. Eligible LSMs will be paid a retirement incentive bonus as well as be eligible for post-retirement insurance supplements.

(a) LSM Eligibility

- i. Employed at a full-time and/or part-time status for at least the equivalent of 10 years of 1.0 FTE teaching service (i.e. 20 years of .5 FTE is equivalent to 10 years 1.0 FTE) with District 113 including being employed with District 113 as a full-time or part-time LSM for the last 5 consecutive school years prior to retirement.
- ii. Submit an irrevocable notice of retirement with a specific retirement date by December 31st during the school year in which the LSM desires to begin receiving the retirement incentive bonus. The retirement notice cannot be submitted more than 69.5 months prior to the LSM's official retirement date with TRS. The final deadline for the retirement notice under this Agreement is December 31, 2022 and the final retirement date that will be honored under this Agreement is June of 2028.
- iii. Retirement must not cause District 113 to pay any excess salary penalties to TRS.
- iv. Sign and submit a promissory note stating all retirement benefits will be paid back/forfeited if a TRS excess salary penalty occurs.
- v. Must be eligible to retire with TRS on retirement date set forth in retirement notice.
- vi. Must not be participating in any other retirement plan made available under a previous Agreement.
- vii. Must retire no later than the end of the school year at which the LSM is first eligible for a non-discounted TRS annuity.

(b) Retirement Incentive Bonus

- i. Bonus Amount: The amount of the retirement incentive bonus is based on the number of equivalent 1.0FTE years of service as a LSM in District 113. To determine the bonus amount, please see the Chart on **Appendix D**.
- ii. Payment of Bonus: The Assistant Superintendents of Finance and Human Resources will meet with each eligible LSM to determine a bonus distribution plan that will NOT cause the District to pay a TRS excess salary penalty. The agreed upon amounts will be paid by June 30th of each school year prior to retirement. In the event that there is a portion of the retirement bonus that has not been paid by the date of retirement, such portion shall be paid to the LSM in a lump sum payment to be made no later than 60 calendar days after the employee's official TRS retirement date.
- iii. Continued Service: Employees must continue to provide substantial services as determined by the Assistant Superintendent of Human Resources in order to continue eligibility to receive the full retirement incentive bonus. Employees who cease to provide substantial services (i.e. resign or dismissed) at any time prior to the date provided in the irrevocable notice of retirement shall forfeit any remaining unpaid retirement incentive bonus. In addition, per Article VIII.1.iv., if the LSM causes the District to pay a TRS excess salary penalty, all retirement benefits shall be paid back/forfeited.
- iv. Repayment: If a LSM is required to repay retirement benefits previously received, repayment shall be made by salary withholding to the extent possible, but in any event, the LSM must make full repayment within 30 calendar days after the date of the LSMs resignation or, if later, after the Board's receipt of notice of a TRS excess salary penalty. If the teacher fails to make payment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the LSM shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS.

(c) Post Retirement Insurance Supplement

- i. To receive post-retirement medical insurance supplements, the LSM must NOT be on a District 113 medical insurance plan. See **Appendix D** for amounts.

- ii. Whether an LSM is eligible to receive the medical and dental supplements for either the family or the single amount is dependent upon which plan the LSM was covered by during the LSM's final year of District 113 employment. LSMs on the family plan during their final year of employment are eligible for the family supplement amounts. LSMs on the single plan during their final year of employment will be eligible for the single supplement amounts.
 - iii. LSMs are eligible to receive the medical insurance supplement as long as they are not on a District 113 medical plan. Should an LSM currently-retired (and potentially eligible for the medical insurance supplement) be covered under a spouse's District 113 medical insurance plan, the member would not be eligible to receive the medical insurance supplement during that period of coverage. Should the retired-staff member switch to a different (non-District 113) medical insurance plan at any time during the eligible period to receive the supplement, the staff member would receive the full eligible monthly amount until the LSM turns age 65. Likewise, if a retiree is receiving the supplement, but switches to a District 113 medical insurance plan as part of a spouse's coverage, the retiree would stop receiving the supplement while on the District 113 medical insurance plan. If, at any point, the retiree switched back to a non-District 113 medical insurance plan before turning age 65, s(he) would be eligible, once again, to receive the monthly medical insurance supplement.
- (d) Revocation: By mutual agreement between the Board and the LSM, a LSM's notice of intent to retire may be revoked or modified. The reasons for such an agreement may include, but are not limited to, the death of a spouse, divorce between the LSM and spouse, or serious illness of the LSM or a spouse which would likely cause the use of sick leave otherwise necessary to achieve retirement without reduced benefit from TRS.

ARTICLE IX
Duration & Prior Agreements

1. Duration

This agreement was officially approved by the Board of Education at its open meeting held on March 18, 2019 and this Agreement shall be effective as of the date it is signed by the parties and shall remain in effect until June 30, 2023.

2. Prior Agreements

As of its effective date set forth above in paragraph X.1, this Agreement supersedes all past agreements and contracts in place between the Parties and as of the effective date of this Agreement, all other agreements between the parties are immediately terminated.

IN WITNESS WHEREOF, the Parties have executed and adopted this Agreement this 16th day of May, 2019.

FOR THE DISTRICT 113 EDUCATION ASSOCIATION

[Redacted Signature]

Jerry Lavin
President, DEA

5/16/19
Date

[Redacted Signature]

Paul Harris,
Chairman, Salary Committee

5/14/19
Date

FOR THE BOARD OF EDUCATION TOWNSHIP HIGH SCHOOL DISTRICT NO. 113, LAKE COUNTY, ILLINOIS

[Redacted Signature]

Elizabeth Garlovsky
President, Board of Education

5/13/19
Date

[Redacted Signature]

Dr. Ben Marquette
Co-Superintendent

5/14/19
Date

[Redacted Signature]

Dr. Linda Yonke
Co-Superintendent

5/14/19
Date

APPENDIX A

2019-20			Salary Schedule				
	BA	BA-15	MA	MA-15	MA-30	MA-45	MA-60
Step							
A (1)	\$ 56,155	\$ 58,708	\$ 64,119	\$ 65,855	\$ 68,305	\$ 70,449	\$ 73,512
B (2)	\$ 58,401	\$ 61,056	\$ 66,684	\$ 68,489	\$ 71,037	\$ 73,267	\$ 76,452
C (3)	\$ 60,620	\$ 63,376	\$ 69,218	\$ 71,091	\$ 73,737	\$ 76,051	\$ 79,358
D (4)	\$ 62,803	\$ 65,657	\$ 71,709	\$ 73,651	\$ 76,391	\$ 78,789	\$ 82,215
E (5)	\$ 64,938	\$ 67,890	\$ 74,147	\$ 76,155	\$ 78,988	\$ 81,468	\$ 85,010
F (6)	\$ 67,081	\$ 70,130	\$ 76,594	\$ 78,668	\$ 81,595	\$ 84,156	\$ 87,815
G (7)	\$ 69,261	\$ 72,409	\$ 79,084	\$ 81,224	\$ 84,247	\$ 86,891	\$ 90,757
H (8)	\$ 71,478	\$ 74,727	\$ 81,614	\$ 83,824	\$ 86,943	\$ 89,672	\$ 93,707
I (9)	\$ 73,729	\$ 77,080	\$ 84,185	\$ 86,464	\$ 89,681	\$ 92,496	\$ 96,658
J (10)	\$ 76,015	\$ 79,470	\$ 86,795	\$ 89,144	\$ 92,461	\$ 95,364	\$ 99,606
K (11)	\$ 78,333	\$ 81,894	\$ 89,442	\$ 91,863	\$ 95,282	\$ 98,272	\$ 102,545
L (12)	\$ 80,683	\$ 84,351	\$ 92,125	\$ 94,619	\$ 98,140	\$ 101,221	\$ 105,467
M (13)			\$ 94,843	\$ 97,411	\$ 101,035	\$ 104,207	\$ 108,368
N (14)			\$ 97,594	\$ 100,235	\$ 103,965	\$ 107,229	\$ 111,239
O (15)			\$ 100,375	\$ 103,092	\$ 106,928	\$ 110,285	\$ 114,076
P (16)			\$ 103,186	\$ 105,979	\$ 109,922	\$ 113,373	\$ 116,928
Q (17)			\$ 105,972	\$ 108,840	\$ 112,890	\$ 116,434	\$ 119,793
R (18)			\$ 108,727	\$ 111,670	\$ 115,825	\$ 119,461	\$ 122,668
S (19)			\$ 111,445	\$ 114,462	\$ 118,721	\$ 122,447	\$ 125,550
T (20)			\$ 114,120	\$ 117,209	\$ 121,570	\$ 125,386	\$ 128,438
U (21)			\$ 116,744	\$ 119,905	\$ 124,366	\$ 128,270	\$ 131,328
V (22)			\$ 119,313	\$ 122,543	\$ 127,102	\$ 131,092	\$ 134,217
W (23)			\$ 121,818	\$ 125,116	\$ 129,771	\$ 133,845	\$ 137,103
X (24)			\$ 124,255	\$ 127,618	\$ 132,367	\$ 136,522	\$ 139,982
Y (25)			\$ 125,505	\$ 128,868	\$ 133,617	\$ 137,772	\$ 141,232
Z (26)			\$ 126,755	\$ 130,118	\$ 134,867	\$ 139,022	\$ 142,482
AA (27)			\$ 128,005	\$ 131,368	\$ 136,117	\$ 140,272	\$ 143,732
AB (28)			\$ 129,255	\$ 132,618	\$ 137,367	\$ 141,522	\$ 144,982

APPENDIX B

2020-21			Salary Schedule				
	BA	BA-15	MA	MA-15	MA-30	MA-45	MA-60
Step							
1	\$ 57,222	\$ 59,823	\$ 65,337	\$ 67,106	\$ 69,603	\$ 71,788	\$ 74,909
2	\$ 59,511	\$ 62,216	\$ 67,951	\$ 69,790	\$ 72,387	\$ 74,659	\$ 77,905
3	\$ 61,772	\$ 64,580	\$ 70,533	\$ 72,442	\$ 75,138	\$ 77,496	\$ 80,866
4	\$ 63,996	\$ 66,904	\$ 73,071	\$ 75,050	\$ 77,842	\$ 80,286	\$ 83,777
5	\$ 66,172	\$ 69,180	\$ 75,556	\$ 77,602	\$ 80,489	\$ 83,016	\$ 86,625
6	\$ 68,356	\$ 71,462	\$ 78,049	\$ 80,163	\$ 83,145	\$ 85,755	\$ 89,483
7	\$ 70,577	\$ 73,785	\$ 80,587	\$ 82,767	\$ 85,848	\$ 88,542	\$ 92,481
8	\$ 72,836	\$ 76,147	\$ 83,165	\$ 85,417	\$ 88,595	\$ 91,376	\$ 95,487
9	\$ 75,130	\$ 78,545	\$ 85,785	\$ 88,107	\$ 91,385	\$ 94,253	\$ 98,495
10	\$ 77,459	\$ 80,980	\$ 88,444	\$ 90,838	\$ 94,218	\$ 97,176	\$ 101,499
11	\$ 79,821	\$ 83,450	\$ 91,141	\$ 93,608	\$ 97,092	\$ 100,139	\$ 104,493
12	\$ 82,216	\$ 85,954	\$ 93,875	\$ 96,417	\$ 100,005	\$ 103,144	\$ 107,471
13			\$ 96,645	\$ 99,262	\$ 102,955	\$ 106,187	\$ 110,427
14			\$ 99,448	\$ 102,139	\$ 105,940	\$ 109,266	\$ 113,353
15			\$ 102,282	\$ 105,051	\$ 108,960	\$ 112,380	\$ 116,243
16			\$ 105,147	\$ 107,993	\$ 112,011	\$ 115,527	\$ 119,150
17			\$ 107,985	\$ 110,908	\$ 115,035	\$ 118,646	\$ 122,069
18			\$ 110,793	\$ 113,792	\$ 118,026	\$ 121,731	\$ 124,999
19			\$ 113,562	\$ 116,637	\$ 120,977	\$ 124,773	\$ 127,935
20			\$ 116,288	\$ 119,436	\$ 123,880	\$ 127,768	\$ 130,878
21			\$ 118,962	\$ 122,183	\$ 126,729	\$ 130,707	\$ 133,823
22			\$ 121,580	\$ 124,871	\$ 129,517	\$ 133,583	\$ 136,767
23			\$ 124,133	\$ 127,493	\$ 132,237	\$ 136,388	\$ 139,708
24			\$ 126,616	\$ 130,043	\$ 134,882	\$ 139,116	\$ 142,642
25			\$ 127,866	\$ 131,293	\$ 136,132	\$ 140,366	\$ 143,892
26			\$ 129,116	\$ 132,543	\$ 137,382	\$ 141,616	\$ 145,142
27			\$ 130,366	\$ 133,793	\$ 138,632	\$ 142,866	\$ 146,392
28			\$ 131,616	\$ 135,043	\$ 139,882	\$ 144,116	\$ 147,642

APPENDIX C

2019-2020

Step	Category 1	Category 2	Category 3	Category 4	Category 5
1	\$7,400	\$6,700	\$5,700	\$5,100	\$4,600
2	\$8,150	\$7,425	\$6,275	\$5,650	\$5,000
3	\$8,800	\$8,025	\$6,775	\$6,175	\$5,400
4	\$9,450	\$8,600	\$7,275	\$6,625	\$5,775
5	\$10,125	\$9,200	\$7,775	\$7,075	\$6,200
6	\$11,450	\$10,500	\$9,000	\$8,250	\$7,200
7	\$11,700	\$10,725	\$9,200	\$8,450	\$7,325
8	\$12,025	\$11,050	\$9,450	\$8,700	\$7,550
9	\$12,300	\$11,300	\$9,700	\$8,900	\$7,700
10	\$12,850	\$11,750	\$10,100	\$9,200	\$8,000
Step	Category 6	Category 7	Category 8	Category 9	Category 10
1	\$3,900	\$3,500	\$2,800	\$2,500	\$1,800
2	\$4,250	\$3,800	\$3,050	\$2,750	\$1,925
3	\$4,575	\$4,100	\$3,250	\$2,925	\$2,075
4	\$4,850	\$4,400	\$3,450	\$3,125	\$2,200
5	\$5,200	\$4,725	\$3,650	\$3,300	\$2,350
6	\$6,150	\$5,400	\$4,550	\$4,175	\$2,475
7	\$6,250	\$5,800	\$4,650	\$4,250	\$3,175
8	\$6,450	\$5,975	\$4,800	\$4,375	\$3,300
9	\$6,575	\$6,100	\$4,900	\$4,500	\$3,350
10	\$6,900	\$6,300	\$5,050	\$4,700	\$3,500

This stipend grid shall increase annually by 1% for 2020-2021, 2022-2023 and 2023-2024.

APPENDIX D

VOLUNTARY RETIREMENT INCENTIVE PLAN

		LSM/DIST. 113 Service Requirement	10-16 years accumulated LSM/Dist. 113 service	17-22 years accumulated LSM/Dist. 113 service	23-28 years accumulated LSM/Dist. 113 service	29-35 years accumulated LSM/Dist. 113 service
			<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Retirement Incentive	See Chart		\$20K-\$32K	\$34.5K-\$47K	\$50K-\$65K	\$68.5K-\$89.5K
Life Ins. post	Until age 65		\$ 50K	\$ 50K	\$ 50K	\$ 50K
Medical Ins. post	Until age 65					
<u>Family Coverage</u>	<u>Monthly amount</u>		<u>\$700.00</u>	<u>\$850.00</u>	<u>\$1,000.00</u>	<u>\$1,160.00</u>
Single Coverage	Monthly amount		\$300.00	\$350.00	\$400.00	\$410.00
Dental Insurance post	Until age 65					
<u>Family Coverage</u>	<u>Monthly amount</u>		\$70.00	\$85.00	\$100.00	\$115.00
Single Coverage	Monthly amount		\$30.00	\$40.00	\$50.00	\$65.00

CHART

D113 Yrs of Srvc	Bonus Amount	D113 Yrs of Srvc	Bonus Amount
10	\$ 20,000	23	\$ 50,000
11	\$ 22,000	24	\$ 53,000
12	\$ 24,000	25	\$ 56,000
13	\$ 26,000	26	\$ 59,000
14	\$ 28,000	27	\$ 62,000
15	\$ 30,000	28	\$ 65,000
16	\$ 32,000	29	\$ 68,500
17	\$ 34,500	30	\$ 72,000
18	\$ 37,000	31	\$ 75,500
19	\$ 39,500	32	\$ 79,000
20	\$ 42,000	33	\$ 82,500
21	\$ 44,500	34	\$ 86,000
22	\$ 47,000	35	\$ 89,500