

2014-2018 TEACHERS' AGREEMENT

Between

**ELEMENTARY SCHOOL DISTRICT 102
BOARD OF EDUCATION**

and

**EDUCATION ASSOCIATION OF
SCHOOL DISTRICT 102**

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PREAMBLE

The Board of Education of Elementary School District 102, Cook County, Illinois, and the Education Association of School District 102 recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff, and the teaching personnel.

SECTION I

1.0 DEFINITION OF TERMS

1.1 Association

The term association, when used hereinafter in this agreement, shall refer to the Education Association of School District 102 - IEA/NEA, Cook County, Illinois.

1.2 Board

The term board, when used hereinafter in this agreement, shall refer to the Board of Education of Elementary School District 102, Cook County, Illinois.

1.3 District

The term district, when used hereinafter in this agreement, shall refer to Elementary School District 102, Cook County, Illinois.

1.4 Teacher

The term teacher, when used hereinafter in this agreement, shall refer to all full-time and regularly employed part-time certificated professional employees except the following classifications: hourly professional employees, persons employed to implement federal projects (Title I, Head Start, etc.), consultants, department chairpersons, assistant principals, principals, assistant superintendent(s), other central office personnel reporting directly to the superintendent, and the superintendent.

1.5 Days

The definition of days when used in this agreement shall mean school days (teacher work days), unless otherwise stated. After the last teacher work day, days shall mean weekdays (Monday through Friday, excluding legal holidays).

SECTION II

2.0 RECOGNITION

The board recognizes the association as the sole negotiating agent for teachers of the district. The parties agree to jointly petition the IELRB to include regularly employed part-time teachers in the bargaining unit defined in this section and, if approved,

negotiate over the wages, hours and other terms and conditions of employment applicable to such teachers (e.g., fair share).

SECTION III

3.0 PRINCIPLES

3.1 Attaining Objectives

Attainment of educational objectives of the district requires mutual understanding and cooperation among the board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with both parties to this agreement participating in deliberations leading to the determination of matters defined as negotiable under the Illinois Educational Labor Relations Act.

3.2 Professional Teaching Personnel

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are well satisfied with the conditions under which their services are rendered.

3.3 Individual Service Adjustment

The board and association agree that the board may make an adjustment in an individual contract with the individual's approval. However, the adjustments are limited to five per year, and are non-cumulative.

The adjustment may be made for any of the following reasons:

- a. to be competitive in the marketplace
- b. to compensate individuals for additional responsibility or service to the district
- c. to retain high performing staff members who might be leaving for higher salaries
- d. to meet needs and objectives of the district's mission, strategic plan and school site plans.

The association will be given a list yearly of the names of the teachers receiving the adjustment and the nature and amount of the adjustment.

3.4 Board of Education

All management rights and functions except those which are abridged by this agreement shall remain vested in the board.

3.5 Leadership Structure

The board and the association recognize that the School district's Mission and Strategic Plan represent the fundamental principles for developing the future direction of the School district. It is also recognized that the district's Mission and Strategic Plan have

been, and will continue to be, developed through a working partnership between the board, administrators, teachers, parents and the community. A primary basis for the partnership is the goal of collaborative input, both in advance and through assessment, by the association into decision-making by the administration and the board in order to build a learning environment throughout the district that fosters trust and support of all of the district's stakeholders and achievement of the Strategic Plan. The leadership structure for achieving this goal is as follows:

A. Coordinating Council

1. Composition

The superintendent and two designees and the association president(s) and two designees (or one designee if there are association co-presidents) for a total of six members. By agreement of the superintendent and the association president(s), additional participants may be invited as appropriate to the agenda.

2. Meetings

a. Frequency

Once per month, August through May, with additional meetings as agreed between the superintendent and the association president(s).

b. Agendas

The superintendent and association president(s) may each place items on the agenda at least three business days in advance of the meeting, or with fewer days if agreed by the superintendent and association president(s).

3. Responsibilities

a. Recommend and coordinate agendas, calendars and recommendations of the other leadership councils.

b. Address sensitive/confidential employment issues.

c. Serve as the initial forum for resolution of contract interpretation and implementation issues and disputes or refer such issues/disputes to a board member/association group or the respective bargaining teams.

d. Provide advance notice and discussion of significant actions which would otherwise compromise collaboration.

e. Develop collaboration guidelines for use by all of the leadership councils.

f. Consider modification of the Restructured Day after receipt of the evaluation and recommendations from the Curriculum Advisory Council.

- g. Develop and recommend to the Leadership and Communications Council district-wide guidelines for the number and selection of Building Committee and Team positions, such as Data Team and Team Leaders.
- h. Monitor the work and schedule of the Supplemental Pay Committee under Section 9.7e. and of supplemental pay issues under Section 9.7f.

B. Leadership and Communications Council

1. Composition

<u>Board/Administration</u> (13 members)	<u>Association</u> (14 members/15 members if co-presidents)
<ul style="list-style-type: none"> • 5 cabinet-level administrators • 5 building principals (or assistant principal if the building principal cannot attend) • 1 director of technology • 2 board members 	<ul style="list-style-type: none"> • association president or co-presidents (association membership expanded to 15 if co-presidents) • vice president or other association leader (such as the chief negotiator) designated by the association president(s) • 12 teacher representatives (2 from each building)

The superintendent and the association president(s) shall serve as co-chairs. Additional participants can be added on an as-needed basis as agreed by the co-chairs.

2. Meetings

a. Frequency/Duration

Monthly, September through May with an additional meeting each month as determined by the Council. Meetings will be no longer than two hours in length unless there is a consensus for a longer meeting.

b. Agendas

The co-chairs may each place items on the agenda at least three business days in advance of the meeting, or with fewer days if agreed by the co-chairs. The Coordinating Council may also set agenda items for the Leadership and Communications Council.

3. Responsibilities

- a. Participate in development and implementation of the district’s Strategic Plan.
- b. Participate in development and implementation of referendum recommendations.
- c. Receive and review updates from chief administrators responsible for curriculum, special education and finance.
- d. Receive and review the annual school district calendar.
- e. Address issues referred by the Coordinating Council, Building Committees and Teams which may include Restructured Day, Class Size, Professional Day, and Parent-Teacher Conferences.
- f. Communicate the results of the work of the Leadership and Communications Council to district stakeholders, as appropriate.

4. Compensation

Committee members shall be compensated for attendance at committee meetings at the hourly rate set forth in Section 9.3 below. If fewer than five committee meetings are held each school term, committee members shall be paid for at least five one-hour meetings provided the committee member was at work on at least five of the scheduled committee days. Committee members shall be paid for at least one hour for committee meetings cancelled with less than 48 hours’ notice, unless cancellation is due to extreme weather or other emergency condition.

A committee member who is absent from more than two meetings in any school year shall be removed from the committee, unless the absences are excused by the committee co-chairs.

C. Curriculum Advisory Council

1. Composition

- | <u>Administration</u>
(6 members) | <u>Association</u>
(22 members) |
|---|---|
| • 1 assistant superintendent for curriculum and instruction | • 10 K-6 teachers (1 per grade level; 2 specialists and 1 foreign language) |
| • 1 director of technology | • 4 Park Junior High School teachers (including 1 specialist and 1 foreign language) |
| • 1 special education administrator | • 8 district-wide program teachers (1 ELL, 1 talent development, 1 instructional facilitator, 1 technology specialist, 1 special education, 1 interventionist, 1 LRC, 1 association representation designated by the association) |
| • 2 building administrators | |
| • 1 curriculum director | |

president(s)

The assistant superintendent for curriculum and instruction will serve as the chair. Association members will serve for two school years, unless otherwise agreed by the chair and the association president(s). Additional participants may be added by agreement of the chair and the association representative on an as-needed basis.

2. Meetings

a. Frequency/Duration

Monthly, September through May with an additional meeting each month as determined by the chair and the association representative. Meetings will be no longer than two hours in length unless there is a consensus for a longer meeting.

b. Agendas

Set by the chair in consultation with the association representative and/or as set by the Coordinating Council at least three business days in advance of the meeting, or with fewer days if agreed by the chair and the association representative.

3. Responsibilities

a. Receive and review significant curricular information from the administration.

b. Receive and review information from staff via staff meetings, team leader meetings, Google documents and other means and disseminate such information as appropriate back to the broader teaching staff.

c. Recommend the development of curriculum working groups and the charges and timelines for their activities.

d. Make final recommendations to the Superintendent regarding the timing and component roll-out of new programs for curriculum, including, but not limited to, staff development, program implementation, parent and community communication and summer work.

e. Plan and evaluate Restructured Day and make recommendations to the Coordinating Council regarding modifications to Restructured Day.

4. Compensation

Committee members shall be compensated for attendance at committee meetings at the hourly rate set forth in Section 9.3 below. If fewer than five committee meetings are held each school term, committee members shall be paid for at least five one-hour meetings provided the committee member was at work on at least five of the scheduled committee days. Committee members

shall be paid for at least one hour for committee meetings cancelled with less than 48 hours' notice, unless cancellation is due to extreme weather or other emergency condition.

A committee member who is absent from more than two meetings in any school year shall be removed from the committee, unless the absences are excused by the committee chair and the association representative appointed by the association.

SECTION IV

4.0 COMMUNICATIONS

4.1 Communications Channels

Communication with the board shall be through the board's representative. Communications with the association shall be through the association's designated representative, provided said designee is represented by the bargaining unit.

4.2 Pertinent Information

The board shall make available to the association information concerning the financial status of the district. This includes the annual financial report prepared by the township treasurer, the audit, board minutes (including monthly financial reports), board meeting agendas, and other items of mutual agreement. The association shall furnish copies of any pertinent information as reasonably requested by the superintendent or by the board. Nothing herein shall require either party to research and/or assemble information for the other party.

4.3 Teacher Requests

Any written request (pertaining to official school business) which is submitted to an administrator by a teacher, teachers and/or the association shall receive a written response within ten days from the time it is received by the administrator responsible for processing such a request.

SECTION V

5.0 ASSOCIATION/TEACHER RIGHTS AND RESPONSIBILITIES

5.1 Association Announcements

The association shall have bulletin board space in each school provided:

- a. Only authorized representatives of the association are permitted to post association announcements on said bulletin boards.
- b. Said bulletin board space shall not be located in an area which is readily accessible to students.

5.2 Mailboxes/E-mail

The association shall have the right to use teacher mailboxes for announcements relating to the conduct of the association's business. Such materials shall be identified as official association publications. The building principal or his/her designee shall be notified of placement of such material in the mailboxes. Subject to the same restrictions as regular mailboxes, the association may use email for announcements relating to the conduct of association business.

5.3 Meetings

The association shall have the right to hold meetings on school property provided:

- a. Arrangements for facilities for such meetings are to be made and scheduled with the superintendent or his designee at least 24 hours prior to the anticipated use.
- b. Such meetings are scheduled outside teachers' regular hours, with the exception that four meetings per year may commence 15 minutes after the close of the regular pupil day.
- c. Such meetings in no way interfere with any aspect of the instructional program.
- d. The board may make a reasonable charge when special custodial service is required for said meetings.

5.4 Negotiations in Good Faith

The association shall negotiate in good faith with the designated representatives of the board.

5.5 Non-Interruption of Work

The association shall not strike, engage in, support or encourage any concerted refusal to render regular services to the school district, nor engage in or support any activities which would disrupt the normal operation of the schools.

5.6 Professional Organizations

Teachers shall have the right to form, join or assist professional employees' organizations and to participate in professional negotiations with the board through representatives of their own choosing.

5.7 Right of Representation

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

5.8 Complaint Against Teacher

Any serious or substantive complaint about a teacher will be brought to the attention of the teacher before any disciplinary action is taken against the teacher.

5.9 Fair Share

- a. It is recognized that the negotiation and administration of the agreement shall entail expenses which appropriately are shared by all teachers who are beneficiaries of said agreement. To this end, effective with the commencement of the 1996-97 school year, if a teacher does not join the association or execute a dues deduction authorization mutually agreed upon by the parties thereto, such teacher will:
 1. Execute an authorization for the deduction of a sum equal to the cost of services rendered by the association that are chargeable to non-members under state or federal law; or
 2. Pay directly to the association a like sum.
- b. In the event such an authorization is not signed or such direct payment is not made within 30 days following the commencement of employment of the teacher or the effective date of this Section 5.9, whichever is later, the board will deduct from the regular salary check of the teacher the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
 1. The association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
 2. The association has annually certified in writing to the board the amount of such fair share fee - which amount must not exceed that permitted by applicable law - and has annually certified in writing to the board that such notice has been posted.
 3. The amount of such fair share fee shall not include any contributions related to the election or support of any candidate for political office.
- c. In no event shall the board begin such fair share fee deduction earlier than 14 days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the association.
- d. The parties expressly recognize the right of employees to challenge the amount of fair share fees. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
- e. In the event a teacher objects to the amount of such fee, the board shall continue to deduct the fee and transmit the fee (or portion of the fee in dispute) to the IELRB which shall hold the fee in escrow in an account established for that purpose. The board shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such a refund

plus any interest earned on the refund during pendency of the action pursuant to then applicable IELRB procedures.

- f. If a non-member teacher declares the right of non-association based upon *bona fide* religious tenets, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the association. If the teacher and the association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.
- g. The association, the Illinois Education association and the National Education association agree to indemnify and save the board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the association or the board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.
- h. The board agrees to notify the association promptly in writing of any written claim, demand, or suits in regard to which it will seek to implement the provisions of subsection g. above, and if the association so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION VI

6.0 BOARD RESPONSIBILITIES

6.1 Negotiations in Good Faith

The board shall negotiate in good faith with the designated representatives of the association.

6.2 Rules and Regulations

Teacher disciplinary rules shall continue to be reasonable and teacher discipline shall be carried out as follows:

- a. Discharge and remedial notices, when given, shall be governed by Sections 10-22.4, 24-11 and 24-12 of the School Code.
- b. Pending a dismissal hearing, pursuant to 24-12 of the School Code, a teacher may be suspended with or without pay by the board; but if acquitted, shall not suffer the loss of any salary by reason of the suspension.
- c. If no dismissal hearing is then pending, a teacher may be suspended with or without pay in accordance with board policy. Unless charges of dismissal are approved by the board, no disciplinary suspension shall exceed 30 work days.

- d. Teacher compensation shall not be reduced as a disciplinary action except as permitted by law. Prior to such a reduction, the teacher shall be given written notice of the reason for the proposed reduction and, upon request, a hearing before the board on the matter.
- e. Disciplinary action other than that listed in sub-sections a., b., c. and d. above shall be for good cause. Disciplinary action shall not be interpreted to include teacher evaluation.

SECTION VII

7.0 ASSIGNMENT, EVALUATION, REDUCTION OF STAFF

7.1 Voluntary and Involuntary Transfers/Posting of Vacancies

- a. All known vacancies shall be posted on the district's website. Posting shall occur internally for the first five business days and then externally; provided, however, for vacancies which arise during, or which are not filled within, ten business days before the start of the school term shall be posted internally for two days before being externally posted.
- b. Teachers who desire to transfer to a posted vacancy shall apply. Transfer requests must be filed within ten business days of the posting of the vacancy. It is the responsibility of the teacher to withdraw his/her request if he/she does not wish to be considered beyond a certain time. Receipt of applications for voluntary transfer shall be acknowledged by the administrator having the primary responsibility for filling the vacancy in question. Also, any teacher requesting a voluntary transfer shall be notified when a decision has been made on filling the vacancy. Any teacher denied a transfer shall be given a reason; the reason, however, is not grievable.
- c. Any teacher involuntarily transferred to another building shall be given notice of the transfer, including reasons.
- d. Whenever practicable, teachers shall be notified of a transfer prior to May 1 of the school term prior the effective date of the transfer. When a teacher is notified of an involuntary transfer, the teacher shall be released immediately from his/her contract if he/she so requests.
- e. Teachers who wish to be reassigned within a school, or to another school, shall notify the principal of the school to which the reassignment is desired, with a copy to the superintendent/designee. Notice shall be given by April 15 of the school year preceding the school year for which the reassignment is requested.
- f. Notices under this Section 7.1 shall be given in writing and/or electronically.

7.2 Teacher Appraisal System

- a. All bargaining unit members will be observed and evaluated in accordance with the evaluation policy and procedures as adopted by the board of Education. Prior to adoption, the board agrees to discuss any proposed changes to the Teacher Appraisal System with the association pursuant to Section 3.4.
- b. The building administration shall conduct a staff in-service within the first 30 school days to explain and review the observation/ evaluation procedures to be followed.
- c. All classroom observations shall be conducted openly and with the knowledge of the teacher.
- d. It shall be normal procedure of the district to designate no more than two principals as having primary responsibility for the evaluation of teachers or other bargaining unit members with multiple building assignments. When in the sole and exclusive judgment of the administration instructional concerns necessitate further evaluation, such evaluations may be made by more than two principals.
- e. Nothing in this section is to be construed as precluding the use of additional evaluative or diagnostic instruments to assist in assessing and improving the bargaining unit member's performance.
- f. **Joint PERA Committee.** A Joint PERA Committee shall be established to incorporate the use of data and indicators on student growth as a significant factor in rating teacher performance into the evaluation plan for both tenured and non-tenured teachers in accordance with Article 24A-4 of the School Code. The Committee shall be composed of 14 members, with seven members appointed by the Superintendent and seven members appointed by the association president(s). A member designated by the superintendent and a member designated by the association president(s) shall serve as co-chairs of the Committee. The appointments and designation shall be made no later than April 1, 2015. The Committee may meet informally between May 1, 2015, and September 30, 2015, in a collaborative process at the call of the co-chairs. It is the goal of the Committee to reach informal consensus on the use of data and indicators of student growth before the Committee is formally convened. Such informal meetings shall not trigger the 180-day period in which to reach agreement as provided by Article 24A.

The first formal meeting of the Committee shall be called by the co-chairs by no later than November 1, 2015, which will trigger the 180-day period in which to reach agreement as provided in Article 24A-4. After the first formal meeting, the Committee will meet at the call of the co-chairs with sufficient frequency and a good-faith collaborative effort to reach formal agreement on the incorporation of the use of data and indicators on student growth as a significant factor in rating teacher performance into the evaluation plan. If agreement is not reached within the 180-day period, the district shall implement the model evaluation plan established under Article 24A-7 of the School Code with respect to the use of data and indicators on student growth as a significant factor in rating teacher performance.

7.3 Reduction in Force and Recall/Maintenance of FTE

- a. Any reduction in force shall conform to the requirements and procedures specified in Section 24-12 of the School Code as supplemented by this section. Notice that the board is considering a reduction in force shall be given to the association president(s) at least 70 calendar days before the end of the school term.
- b. A Joint Reduction in Force Committee shall convene by no later than December 1 of each school year to address the matters within its authority under Section 24-12 of the School Code. The Joint Committee shall be composed of eight members, four members to be appointed by the Superintendent and four members to be appointed by the association. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any agreements reached by the Joint Committee must be approved by the affirmative vote of at least five members. Any agreements reached by the Joint Committee shall be communicated to the Superintendent and to the association president(s) on or before February 1 of each year.
- c. Each year the board will establish, in consultation with the association, a Seniority List showing the name and length of continuing service of each teacher and a coded Sequence of Honorable Dismissal List. A copy of both lists will be provided to the association president(s) each year at least 75 calendar days before the end of the school term, along with the code to the Sequence of Honorable Dismissal List. The code shall be kept strictly confidential by the association president(s) except to the limited extent required for assessment and proper application of the List.
- d. A Seniority List entitled "Senate Bill 7 Initial Seniority List" dated July 1, 2014, shall be the seniority list establishing the seniority of each teacher employed as of such date. Thereafter, working from the Senate Bill 7 Initial Seniority List, placement on the Seniority List will be determined by application of the following principles:
 1. A full year of seniority will be credited for full-time employment for at least 120 days during the school term.
 2. A partial year of seniority will be credited based on the percentage of full-time equivalency worked by the teacher during the school year, provided the teacher works at least 120 days at such full-time equivalency during the school term. One-half of such partial year of seniority will be credited if the teacher works at least 91 school days, but less than 120 school days, during the school term. Full-time equivalency will be determined in tenths, with any fraction of a tenth rounded up to the next tenth. Seniority will not be accrued if the teacher works less than 91 days during the school term.
 3. Seniority shall be accrued for continuous service beginning with the first day of work during the school term for which the teacher is paid. Approved leaves of absence, except for unpaid leaves of absence, or unpaid portions thereof, under Section XII of this agreement, will be counted toward accrual of seniority. Approved leaves of absence will not interrupt continuous service.

- e. If two or more teachers with equal seniority are subject to dismissal under a reduction in force, the following criteria shall be applied in sequence a) to c) to determine which teacher is dismissed: a) lowest lane placement; b) least amount of professional growth in the current and immediately preceding two school terms; and c) by lot.
- f. Teachers shall be given notice of any local qualifications established in accordance with Section 24-12 of the School Code by no later than May 10 of the school term preceding the school term in which the local qualifications first become applicable.
- g. When two or more teachers are qualified to bump into another category in connection with a reduction in force, the teacher determined by the superintendent to be the most qualified to fill such position shall be selected; provided, however, if the teacher selected will then be subject to dismissal, the least senior of such qualified teachers will be selected.
- h. Teachers honorably dismissed as part of a reduction in force shall be recalled in reverse order by seniority for any vacancy for which the teacher is qualified and which occurs within the applicable recall period established by Section 24-12 of the School Code. Presently, the recall period is one year from the beginning of the school term following the school term in which the reduction in force occurs, two years from such school term if the number of honorable dismissals exceeds 15% of the number of full-time equivalent positions filled by non-administrative certified employees during the preceding school year, or February 1 of the school term following a dismissal pertaining to a qualified teacher in Grouping 2. A teacher shall be notified of recall by registered or certified mail at the last known home address in the teacher's personnel file. A recalled teacher shall have ten calendar days from the date of notification to inform the board of whether or not he/she will accept the position. Failure to respond within this time limit, or to accept the position, shall constitute waiver of re-employment rights with the district.
- i. Reductions in force are subject to the following maintenance of full-time equivalency ("FTE") requirements.
 - 1. For the 2015-16 school year, the board shall employ an FTE number of teachers at least equal to 95% of the FTE number of teachers employed as of October 1, 2014, which was 264.14 FTE.
 - 2. For the 2016-17 school year, the board shall employ an FTE number of teachers at least equal to 90% of the FTE number of teachers employed as of October 1, 2015.
 - 3. For the 2017-18 school year, the board shall employ an FTE number of teachers at least equal to 90% of the FTE number of teachers employed as of October 1, 2016, except that there are no limitations on reduction in the FTE number of teachers for the 2017-18 school year and beyond if any of the following have occurred by the close of the April, 2017 consolidated election:

- a) the district's voters have not approved an increase in the district's operating fund tax cap under the Property Tax Extension Limitation Law;
- b) general state aid from the State of Illinois will, with a reasonable degree of certainty, decrease for the 2017-18 school year to \$2,000,000 or less;
- c) the State of Illinois increases the board's contribution rate(s) for teacher pensions for the 2017-18 school year by more than 1.5% above the contribution rates for the 2014-15 school year.

7.4 Personnel File Review

Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file, except for those materials exempt from review under Section 10 of the Illinois Personnel Records Review Act. Any teacher desiring such a review shall make an appointment for that purpose by contacting the administration center. A representative of the association may, at the teacher's request, accompany the teacher for this review. The teachers will be notified when materials are placed in their personnel file. The teacher shall have the right to receive a copy, upon reasonable request and payment of reasonable costs, of all items in his/her personnel file with the exception of materials exempt from review. The teacher shall receive a receipt upon request.

SECTION VIII

8.0 CALENDAR, PROFESSIONAL WORK DAY, RESTRUCTURED DAY AND CLASS SIZE

8.1 Calendar and Work Days Per Year

- a. The superintendent and/or designee shall consult with the Leadership and Communications Council prior to submitting recommendations on the school calendar to the board of Education for final approval.
- b. The number of days of required teacher service per school year shall not exceed 183.

8.2 Professional Work Day

The professional work day shall reflect the following concepts and principles:

- a. Professional workdays are Monday through Friday during the school term, excluding holiday and vacation periods, and the days provided for in e. below. The school term is set by school calendar and includes emergency days until the board determines that the days are not needed.
- b. The board shall have the sole discretion in determining the starting and ending times of the instructional day for students. Except in unique circumstances, teachers are generally expected to teach from "bell to bell" within the instructional day for students.

- c. Teachers will be present before and after the student instructional day a sufficient amount of time to fulfill all of their professional responsibilities each day. Teacher professional responsibilities immediately before and after the student instructional day include participation in staff in-service activities and committee, building, and student-related meetings. Professional responsibilities include two evening activities assigned by the principal after consultation with the staff and other voluntary evening activities as mutually agreed by the affected staff members and the principal.
- d. The week prior to when grades are due in the fall (generally November) and in the winter (generally February) shall be free from scheduled meetings at the building and district level, unless otherwise determined by the Coordinating Committee.
- e. For the week immediately following the close of the school term and the week immediately preceding the start of the next school term, teachers may be required to work up to a maximum of five days of these weeks. The hourly rate specified in Section 9.3 shall be paid for this work. The work performed during these periods shall be curriculum-related work. Teachers who will be working during these periods will be notified by April 1 of the given year.

8.3 Restructured Day

The weekly Restructured Day (“RSD”) schedule will remain in effect for the purpose of improving the quality of instruction by providing professional development, training and follow-up training time for teachers. In accordance with Section 3.5, the Curriculum Advisory Council will be responsible for monitoring and evaluating the RSD and making recommendations to the Coordinating Council regarding modifications of the RSD. In performing its responsibilities, the Curriculum Advisory Council will utilize the following concepts and principles:

- a. Schedule the released time one day a week on Wednesday.
- b. Limit the length of the session from 2:30 to 4:30 p.m. exclusive of travel time to another district site. Fifteen additional minutes will be allotted for travel time.
- c. Staff meetings shall not be scheduled during RSD time.
- d. Understand that district classes, councils, committees and task forces will occur outside the Restructured Day. RSD participation is mandatory for all full and part-time teachers.
- e. For each full month during the school term, hold two district-wide RSDs and two building RSDs. If there is a fifth Wednesday in any full month, the CAC chair, in collaboration with the CAC, will determine if it will be a building or district RSD.
- f. Agendas for the district-wide RSDs shall be developed by the CAC chair in collaboration with the CAC. Agendas for building RSDs shall be developed by the principals in collaboration with the building staff. Every effort shall be made to complete planning for RSDs at least five business days in advance.

- g. Maintain the concept of the Professional Day within the Restructured Day.
- h. Evaluate the Restructured Day annually by CAC, with oversight by Coordinating Council using input from staff and administration.

8.4 Class Size

The board agrees to attempt to observe, within reasonable limits, and maintain present class size averages (staffing ratios) subject to space availability, installation of experimental or innovative programs, handicapping conditions of students, budgetary limitations, availability of teachers, and availability of necessary funds. Any substantial change in projected class size averages shall be discussed with the association (at the request of the association) prior to adoption of a tentative staffing pattern by the board. All final decisions on class sizes (staffing ratios) shall be made by the board, acting in the best interests of the pupils and community-at-large, and shall not be subject to challenge through the grievance procedure. Prior to adoption, the board agrees to discuss any proposed changes to board Policy Rule 6204 (Class Size) with the association pursuant to Section 3.4.

SECTION IX

9.0 SALARIES

9.1 Base Salary and Yearly Increases

a. Base Salary

A teacher’s base salary is the amount of compensation paid for regular teaching services rendered over the course the school year (as established by the district’s official calendar), without any additional stipends or hourly rate payments. At the time of employment of the teacher and at the start of each school year, the superintendent shall inform each teacher of his/her base salary and, if applicable, the percentage increase over the teacher’s base salary for the previous school year. At the same time, the superintendent shall provide the association president(s) with a list of all such base salaries and increases.

Each teacher shall receive the same percentage increase to their individual base salary. The percentage salary increases for each of the years of this Agreement are:

<u>SCHOOL YEAR</u>	<u>PERCENTAGE INCREASE</u>
2014-15	3% x 2013-14 base salary
2015-16	CPI x previous year’s base
2016-17	CPI x previous year’s base
2017-18	CPI x previous year’s base

For each of the 2015-16, 2016-17 and 2017-18 school years, the CPI increase shall be the same percentage increase in the Consumer Price Index applicable to the board under the Illinois Property Tax Extension Limitation law; provided, however, the

increase shall be no less than 1.5% and no more than 4% in each of such years. The CPI percentage shall be measured each year from December to December as published by the United States Bureau of Labor Statistics during the immediately following January. For example, the base salary increase for the 2015-16 school-year shall be determined using the CPI percentage for the December 2013-December 2014 period as published in January of 2015.

b. Placement in Salary Structure/Eligibility for Increases

The entry level BA base salary is \$42,260 for the 2014-15 school year.

The entry level MA base salary is \$50,430 for the 2014-15 school year.

Entry level base salaries for both the BA and MA levels shall increase by one-half of the negotiated percentage increase for the 2015-2016, 2016-2017 and 2017-18 school years.

Initial placement in the salary structure shall be determined by the superintendent/designee in accordance with board policy.

Teachers who receive a “needs improvement” or “unsatisfactory” performance rating shall not receive a salary increase for the school year following receipt of such rating until a final rating of “proficient” or better has been achieved.

The association president(s) will receive a list of the new hire salary placements by September 1, and within one week of a new hire on or after September 1.

c. BA and MA Lane Adjustments

BA and MA lane adjustments for education and training are added to the base salary after application of the yearly base salary percentage increase to formulate the teacher’s total base compensation as follows:

<u>BA Lanes</u>			
<u>4.06</u>	<u>4.12</u>	<u>4.18</u>	<u>4.24</u>
\$600	\$600	\$700	\$700

BA Lanes to MA Lanes--\$6,500

<u>MA Lanes</u>			
<u>5.12</u>	<u>5.24</u>	<u>5.36</u>	<u>5.48</u>
\$1,200	1,300	1,400	1,500

This compensation becomes a permanent increase to the teacher’s base salary to which future percentage increases in the base salary are applied.

9.2 Additional Compensation for Meeting District-Wide Goals

All teachers shall have the opportunity to receive compensation in addition to their base salaries if district-wide goals established by a board/association District-Wide Goals Committee (the “Committee”) are met. The Committee shall consist of five members

designated by the superintendent (including at least one board member) and five members designated by the association president(s). A Committee member designated by the superintendent and a Committee member designated by the association president(s) shall serve as co-chairs and set meeting dates and agendas. The Committee shall begin meeting in the spring of 2015 to establish district-wide goals for the 2016-17 school term and in the fall of 2016 to set goals for the 2017-18 school term. Goals must be approved by a majority of the Committee. If the goals are met, as determined by a majority of the Committee, then additional compensation shall be paid to all teachers as set forth below.

The compensation for meeting the goals established by the Committee shall be paid from a District-Wide Goal Compensation Pool funded by the district's revenue from "new property" under the Illinois Property Tax Extension Limitation Law ("PTELL") based on the following:

- 2016-17: if new property as defined under PTELL and determined by the Cook County Clerk in the summer or early fall of 2015 is at least \$6,000,000, then one-half of the revenue to be received by the district from new property in excess of \$3,000,000, but not more than \$12,000,000 in new property, shall be placed in the District-Wide Goals Compensation Pool.
- 2017-18: if new property as defined under PTELL and determined by the Cook County Clerk in the summer or early fall of 2016 is at least \$6,000,000, then one-half of the revenue to be received by the district from new property in excess of \$3,000,000, but not more than \$12,000,000 in new property, shall be placed in the District-Wide Goals Compensation Pool.

The amount of money paid to each teacher each school year shall be determined by dividing the total amount of the District-Wide Goal Compensation Pool by the number of the district's full-time equivalent teachers employed as of the date the Committee determines that the district-wide goals have been met. Full-time teachers shall receive a full share of the pool and part-time teachers shall receive a share proportional to their full-time equivalency. The payment shall be made in a lump sum by no later than the teacher's last regular pay date for the applicable school year and will not become a part of the teacher's base salary. The payment shall only be made if the goals for the applicable school year are met.

Although the actual amount of the payment will vary depending on the numbers applied in the formula set forth above, individual payment to a full-time teacher is estimated to be approximately \$340, if \$6,000,000 in new property is received and current FTE and tax rates are applied.

9.3 Hourly Rate

Whenever this agreement provides for payment of an hourly rate for specified work performed by teachers, the rate shall be as follows:

<u>School Year</u>	<u>Rate Per Hour</u>
2014-15	\$32
2015-16	\$33
2016-17	\$34
2017-18	\$35

9.4 Tuition Reimbursement for Teachers in BA Lanes Earning Master’s Degrees

To encourage the professional growth of staff, the board shall establish a professional growth fund of \$40,000 for tuition reimbursement each year under this section for pre-approved courses taken outside the regular workday from accredited universities and on-line courses as provided for in Section 9.5. Reimbursement will be given to those teachers in the bachelor lanes. If the professional growth fund is insufficient to pay all reimbursement due for the applicable school year, unpaid claims from that year shall be paid first from the professional growth fund for the next school year.

A teacher may receive tuition reimbursement (see exclusions below) for up to 50% of the tuition cost of the course, not to exceed \$800 per semester course (fall, winter/spring, summer), or prorated equivalent, with a maximum reimbursement of four courses per school year. Tuition reimbursement cannot be used for such items as activity fees, laboratory fees, housing, meals, transportation or cost of books. Approved tuition reimbursement shall carry over from school year to school year until paid. There is no limit on the number of approved courses which may be taken for lane movement in any school year, but reimbursement is limited to a maximum of four per school year.

To qualify for reimbursement, the teacher in the BA lanes must:

1. submit a graduate study plan approved by a college or university indicating that specific courses will lead to a master’s degree in a program approved by the superintendent or his designee. The master’s must be in the field of education.
2. request and obtain from the superintendent or designee course approval and funding a minimum of 30 days prior to the start of a course for which reimbursement will be requested.

Tuition reimbursement will occur upon successful completion of a course with a minimum grade of “B.” Whenever an official grade of “Pass” is received, the superintendent reserves the right to request a written evaluation from the instructor granting the grade before making a determination on reimbursement. Teachers must submit a copy of their grade report and a receipt of tuition payment from the institution of higher learning within 60 days of the last day of class to secure reimbursement.

Tuition reimbursement will be made during the school year at the end of each semester.

A teacher with an approved tuition reimbursement claim who separates from employment will not be reimbursed.

A teacher who has received tuition reimbursement and then voluntarily separates from employment within two school years following the school year in which an approved course was completed, shall repay the full amount of such tuition reimbursement. Payment shall be through payroll deduction to the fullest extent possible. Otherwise, payment shall be due within 30 days of the teacher's receipt of a notice of payment from the district. The board shall be entitled to recover its reasonable costs and attorney's fees if it initiates legal action to collect overdue repayments.

9.5 Professional Advancement Credit and Lane Advancement for Teachers in MA Lanes

Professional Advancement Credits ("PAC" or "PACs") provide the measure by which teachers qualify for lane adjustments under Section 9.1c. above, or the payments set forth below to teachers who have reached the highest lane in the teacher compensation system. PACs are subject to the following requirements:

- a. All PACs must be pre-approved by the superintendent or designee.
- b. One PAC will be awarded for each 15 hours of professional development activities which increase a teacher's content knowledge in an area closely related to the district's goals and mission. Hours earned toward PACs are cumulative and carried over from school year to school year until a PAC is earned.
- c. No more than 20 PACs may be earned in any school year unless the teacher demonstrates to the superintendent that exceeding the limit will not adversely affect the performance of the teacher's assigned duties.
- d. The superintendent or designee shall maintain a central database of pre-approved and earned PACs. The database shall be available to the association president(s) in conjunction with the work of the Coordinating Committee, and the data pertaining to an individual teacher shall be available to that teacher for periodic review. A PAC report shall be provided to each teacher by no later than May 30 of each school year.
- e. PAC-eligible activities are limited to:
 1. Pre-approved courses taken outside the regular workday from accredited universities, including on-line courses, and through in-district programs, including independent study.
 2. Pre-approved conferences outside the regular workday which are paid for by the teacher or which the teacher is required by the district to attend.
- f. A teacher who earns PACs after reaching the last lane of the teacher compensation program shall receive one-time payments for each PAC earned as follows:

<u>School Year</u>	<u>Payment Per PAC</u>
2014-15	\$480
2015-16	\$495
2016-17	\$510
2017-18	\$525

- g. Requests, with supporting official transcripts, for lane advancement shall be submitted to the superintendent or designee by July 30 each school year. Lane advancement shall then take place in the next school year.

Requests, with supporting official transcripts, for payment of PACs earned after obtaining 5.48 of the MA lanes shall be submitted to the Superintendent or designee by June 15 each school year. Payment shall be made by no later than June 30 of the same school year. PACs may not be accumulated for payment in later school years.

Hours earned toward a PAC can be carried over from school year to school year until a PAC is earned.

- h. PACs cannot be used for lane adjustments until the master's degree is earned. Such PACs are not lost and will be applied toward lane adjustments after the master's degree is earned.
- i. PACs cannot be earned for professional growth activities for which payment is made under Section 9.4 above or for which payment is otherwise received from the district. PACs cannot be earned for activities for which a stipend or an hourly rate is paid such as for curriculum work, committee work, team leaders, data team, mentors or SEL team.

9.6 Retirement

a. Retirement Incentive Benefit Plan:

1. Service Recognition: The board recognizes the service of teachers who are eligible to receive retirement pension benefits from the Illinois Teachers' Retirement System ("TRS") through the Retirement Incentive Benefit Plan (the "Plan") established in this section.
2. Retirement Benefit: An eligible teacher participating in the Plan will be paid a salary increase in each of his/her last year(s) of 2.5% of the teacher's base salary in addition to the regular salary increase set forth in Section 9.1a, not to exceed a combined total of 5%. Further, the teacher's total increase in TRS creditable earnings may not be greater than the maximum allowed by TRS without imposition of a penalty on the board, and in any event, not greater than 6% of the amount otherwise due and owing to the teacher above the previous year's total TRS creditable earnings from the district, including payment of extracurricular activities, stipends and retirement benefits, inclusive of step and lane movement, for a maximum of four years prior to retirement, as the case may be. A teacher's previous year's total TRS creditable earnings shall also include the value of any PAC payments paid in that year.

3. Eligibility and Notice:

- a) To be eligible to participate in the Plan, a teacher must have been employed as a teacher in the district for at least eight consecutive years before the school year in which benefits under the Plan are first received and then retire through TRS immediately following the last school year in which benefits are received.
- b) In order to receive the salary increase(s) set forth above, an eligible teacher must provide written notice to the superintendent of his/her resignation and retirement and request to participate in the Plan by May 1 of the school year immediately before the school year in which the teacher is to first receive benefits under the Plan; provided, however, in the first school year of this agreement the notice and request must be given by no later than March 1.
- c) The board shall approve the teacher's request and notify the teacher of the receipt of the notice of intention to retire, provided that all conditions of this section are met. The teacher's notice to the board and the board's subsequent action on the request shall constitute an irrevocable commitment by the parties to provide the salary increase(s) as set forth above. However, in the event of significant change in a teacher's immediate family (e.g. death, divorce, catastrophic illness), the board in its sole discretion may allow the teacher to rescind his or her notice, provided the teacher returns to the board any retirement benefit paid to the teacher in excess of the compensation the teacher would otherwise have received for such year(s) in which the benefit was paid.
- d) A teacher retiring under the Plan who has accumulated more than 170 sick days will be reimbursed at a rate of \$10 per day for a maximum of 50 unused sick days beyond 170 to the extent such days are not applied by TRS for service credit or a refund from TRS.

b. General Limitations

Under no circumstances will the board be required to increase a teacher's TRS creditable earnings above the amount which would result in the imposition of a penalty by TRS.

A teacher may not participate in the Plan if the board becomes subject to any payment to TRS in the nature of an early retirement option penalty.

If legislation is enacted or administrative rules or interpretations adopted during the life of this agreement that adversely affects the board's obligations or employee rights under any of the benefits set forth in this section, the parties agree to meet within 30 days of the passage of the legislation to reopen and renegotiate the provision and the impact on any and all employees and the board.

c. Information

Upon request, the board and the association will provide a teacher who is contemplating retirement under this Section 9.6 with information regarding the teacher's actual and projected creditable earnings over his/her last five years of employment in the district.

d. Sunset

The Plan and all other pre-retirement benefits for teachers will sunset at the conclusion of this Agreement.

9.7 Supplemental Pay

- a. Supplemental pay shall be provided for the eligible activities as set forth in the attached Appendix A, which is subject to modification resulting from the Supplemental Pay Activities Committee and the Coordinating Committee process provided for in 9.7e. and 9.7f. below. The board reserves the right not to fill, or to cancel or shorten the length of, any supplemental pay activity; provided, however, this right ceases when the activity has been offered and a contract signed by the teacher as provided for in 9.5b. below, unless the minimum number of participants, if applicable to a particular activity, is not achieved.
- b. Each school year, a list of eligible supplemental pay activities expected for the next school term shall be provided by the superintendent to the association president(s) by April 10 and then posted on the district's website by April 15. The list shall be updated as activities are filled, added, deleted or modified with prompt notice to the association president(s) and posting on the district's website.

Each school year, teachers with an interest in performing a particular supplemental pay activity for the next school year must provide their principal with written notice of interest by no later than May 10.

By the end of each school term, insofar as is practical, the principal shall notify the teachers in the principal's building of their tentative assignment to supplemental pay activities.

Supplemental pay activities arising after the April 15 posting shall be posted on the district's website for five business days during the school term or for ten business days during the summer recess months of June and July. Teachers with an interest in performing such activities must provide their principal with written notice of interest within the posting period.

The principal shall decide which teachers are to be offered supplemental pay positions after considering such factors as the needs of the activity, the number of years the teacher has performed the particular activity, the teacher's skill and experience and the number of other supplemental pay activities performed by the teacher. A teacher who performed the supplemental pay activity the previous year, and who sought but is not offered the activity for the next year, shall be notified of the reasons and may appeal the principal's decision to the superintendent, whose decision is final.

Teachers offered supplemental pay activities shall be provided each school year with a contract for performance of the activity, whenever practical, by no later than ten days before the start of the activity. The contract must be signed and returned by the teacher to the superintendent or designee within ten days after receipt of the contract. Failure to so return the contract may result in a loss of pay and/or loss of the assignment.

- c. The timing of payment for eligible supplemental pay activities, subject to modification resulting from the Supplemental Pay Activities Committee and Coordinating Committee process provided for in 9.7e. and 9.7f. below, shall be no more than four times per school year as specified in the contract offered to the teacher.
- d. Job descriptions shall be provided for all supplemental pay activities beginning with the 2015-2016 school term. The job descriptions shall include: 1) a summary of the purposes, expectations and nature of the activity; 2) the approximate number of meetings/contests/events; 3) the total time estimated to be involved in the activity; 4) the expected number of participants and any limitations on the number of participants; 5) the minimum number of required participants in order for the activity to be offered.
- e. A six-member Supplemental Pay Activities Committee shall be established within 60 calendar days of the effective date of this Agreement. Three members of the Committee shall be appointed by the board and three members shall be appointed by the association president(s). One board member shall be among the board's appointees and one elementary level teacher and one junior high school level teacher shall be among the association's appointees. The Committee shall make its recommendations to the board and the association by no later than May 30, 2015, regarding the following topics:
 1. activities to be offered and the corresponding pay;
 2. job descriptions for the eligible activities;
 3. process for ongoing assessment of the activities, including the addition, deletion and modification of activities;
 4. process for assessment of performance and accountability;
 5. documentation for confirmation of assignments;
 6. flexibility, on a building-by-building basis, to provide activities which meet the interest and needs of the students in a particular building;
 7. process for periodic opening of positions.
 8. payment schedules
 9. process for establishing, where appropriate, minimum and maximum numbers of participants and addressing the result if the maximum is exceeded
 10. process for shared activities and stipends

The Coordinating Committee shall monitor the work and frequency of meetings of the Supplemental Pay Activities Committee to ensure that the Committee meets the recommendation deadline of May 30, 2015. The recommendations shall be subject to negotiations between the board and the association to the extent required by law with

expected implementation for the start of the 2015-2016 school term. The Committee shall be dissolved by no later than the close of the 2014-2015 school term.

- f. The Coordinating Committee shall monitor supplemental pay issues and, as appropriate, direct the issues to the Leadership and Communications Council and/or the board and association bargaining teams for resolution.

9.8 Summer School

- a. All summer school teaching positions, to the extent known, shall have job descriptions established through the Coordinating Council and be posted on the district's website by May 1, or as soon thereafter as known. Posting shall occur internally for the first five business days and then externally; provided, however, vacancies which become known within ten business days before the start of summer school shall be posted internally for two days before being externally posted.
- b. Summer school pay shall be at the hourly rate set forth in Section 9.3.

9.9 National Board Certification

The board and the association shall consider establishing during the term of this agreement additional compensation for teachers who obtain National board Certification through the National board for Professional Teaching Standards. Consideration shall begin no later than January 15, 2016, by the Coordinating Council, with recommendations to the Leadership and Communications Council to be made no later than April 15, 2016.

SECTION X

10.0 FRINGE BENEFITS

10.1 Insurance - Dental

The board shall provide each teacher with a dental insurance plan consisting of individual coverage only. The teachers will contribute 20% of the cost of individual dental insurance and the board will contribute 80%. If the individual teacher's contribution exceeds \$275, the district will pay the excess cost.

The parties agree to explore with the district's insurance carrier whether the district can make available family dental and vision insurance to full-time bargaining unit employees and, if so, under what terms.

10.2 Insurance - Disability

The board shall provide a group long-term disability insurance plan providing 50% of salary (after a 1st calendar day waiting period) to a maximum of \$1,500 per month, minus payments for which the insured qualifies to receive under Social Security (including payments to eligible dependents), and Worker's Compensation or any occupational disease act or law, any state compulsory disability benefit law, and any disability, retirement or other income benefits provided by or through the employer.

Benefits shall be payable up to age 65 for each accident or sickness. The full cost of said plan shall be borne by the board.

10.3 Insurance - Hospitalization - Major Medical

Each teacher shall be eligible for appropriate single or family plan hospitalization and major medical benefits under the district’s group policy. The teacher will contribute 20%, and the board will contribute 80%, of the premium for the health insurance plan selected by the teacher; provided, however, if the teacher’s contribution exceeds the dollar amount (the “Cap”) shown below for the applicable plan and plan year, the board shall pay the excess premium cost:

Current Plan	Current Cap	2015	2016	2017	2018
HMO Blue Advantage	\$1,300	\$1,026	\$1,129	\$1,242	\$1,366
HMO1 Blue Advantage	\$2,300	\$2,009	\$2,210	\$2,431	\$2,674
HMO2 Blue Advantage	\$3,100	\$2,813	\$3,094	\$3,403	\$3,744
HMO Illinois	\$1,450	\$1,339	\$1,473	\$1,620	\$1,782
HMO1 Illinois	\$2,500	\$2,622	\$2,884	\$3,173	\$3,490
HMO2 Illinois	\$3,500	\$3,671	\$4,038	\$4,442	\$4,886
PPO	\$1,900	\$1,310	\$1,441	\$1,585	\$1,744
PPO1	\$4,250	\$3,591	\$3,950	\$4,345	\$4,779
PPO2	\$4,250	\$3,591	\$3,950	\$4,345	\$4,779

10.4 Affordable Care Act

If the district becomes, or is reasonably likely to become, subject to a tax or penalty in the nature of a Cadillac Plan Excise Tax (either directly for self-insured coverage or indirectly through an insurer for fully-insured coverage) under the Affordable Care Act for any calendar year, the Insurance Committee shall immediately meet to recommend to the board and the association, within 21 calendar days of its first meeting, plan design changes sufficient to avoid the Tax. If the board and the association are unable to reach agreement on the Insurance Committee’s recommendations within 21 calendar days of receipt of the Committee’s recommendations, the board shall have the unilateral right to make plan design changes sufficient only to avoid imposition of the Tax.

10.5 Insurance Committee

An Insurance Committee will be composed of three administrative representatives designated by the superintendent and three representatives designated by the association president(s). Up to three support staff representatives will be invited by the superintendent in consultation with the association president(s) to attend and participate in committee meetings as non-voting members. The district's insurance advisor shall also be a non-voting member of the Committee. The assistant superintendent/chief school business official will be one of the administrative representatives designated by the superintendent and will serve as the chair of the Committee. The Committee will meet at least three times each school year, with the first meeting held no later than October 1.

The primary and continuing functions of the Committee will be the monitoring and the making of recommendations to the board and the association regarding employee insurance plans provided for in this Article so as to maintain modern, cost-effective and Affordable Care Act compliance plans, about which employees are well educated. Recommendations of the Committee are advisory only and subject to negotiations between the board and the association to the extent required by law or this Agreement.

By no later than May 30, 2015, the Committee shall have completed a study of, and make recommendations regarding, a high deductible PPO plan with a health savings account.

10.6 Insurance - Life

A group term life insurance policy in an amount equal to the teacher's annual salary (to the nearest thousand) shall be provided for each full-time teacher, with the full cost of said policy borne by the board.

10.7 Tax Sheltered Contribution Paid to Illinois Teacher Retirement Fund

9.4% of teacher's gross annual salary shall be tax-sheltered and paid directly to the Illinois Teacher Retirement Fund through payroll deduction.

10.8 District Travel Reimbursement

Teachers who are assigned teaching responsibilities in more than one building shall be eligible for travel reimbursement based upon a reimbursement rate equal to the IRS standard allowance. Eligible teachers may file a claim using the district-approved travel reimbursement form for actual miles driven between building, for actual miles driven on pre-approved school business, or attendance at a pre-approved conference. In lieu of mileage reimbursement for in-district travel, Certified School Nurses shall receive an annual travel allowance of \$750, paid in two installments in December and March.

10.9 Payroll Deductions

Professional dues withheld through payroll deduction shall be paid to the association on or before the tenth working day of the month following the month in which they were deducted.

Advance notice to start, change or terminate a payroll deduction must be given to the proper business services employee in the manner and time designated by the district via

the completion of an official form designed specifically for that purpose and supplied by the district or, in the case of an annuity, the form on the website of the annuity provider.

10.10 Protection from Suit

The board shall provide indemnification and protection against claims and suits in accordance with Section 10-20.20 of the School Code.

10.11 Teacher Assistance in Assault Situation

In the event a teacher is assaulted while attempting to enforce a reasonable standard of discipline, the teacher shall report the incident promptly to the board or its designee. If requested, the board shall then provide legal counsel, selected by the board, to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

Upon written request from the teacher to the board or its designee, the board shall provide legal counsel selected by the board as specified in this section. Where possible, such request shall be executed by the teacher within seven days from the date the teacher is made aware of such need. The board, or its designee, shall execute a written reply within seven days, indicating receipt of the request and stating the assistance to be provided.

10.12 Flexible Benefit Plan

The board shall establish and maintain a flexible benefit plan in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a teacher may elect to have the board reduce his or her pay and contribute such amounts among the following non-taxable benefits:

- a. premiums for the district's health and dental insurance plans which are not paid by the board.
- b. reimbursement for qualified dependent care assistance expenses, in accordance with Section 129 of the Internal Revenue Code of 1986.
- c. reimbursement for the cost of medical and dental care, as defined in Section 213(d) of the Internal Revenue Code of 1986, to the extent not covered by insurance and incurred by the teacher, the teacher's spouse and/or the teacher's dependents, up to the maximum amount allowable under applicable law.

In accordance with the Internal Revenue Code of 1986, any amounts remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the teacher or carried over to the following plan year. The board shall pay the administrative costs and expenses for maintaining the plan.

SECTION XI

11.0 CONFERENCES AND CONVENTIONS

The board may allow teachers to be released from their regular duties without loss of pay or accrued sick leave to attend conferences, seminars, workshops, school visitations, and professional meetings. Said absences must be approved in advance by the superintendent. The activity must be in the teacher's area of specialization, have a direct relation to the district's mission or preparation for a new assignment in the district.

Approval of expenses shall be secured in advance of such meetings. This approval shall be submitted on the standard excused absence request (P-48) through administrative channels to the superintendent. The superintendent shall have the authority to approve, disapprove, or revise and approve such expenses. Following the action of the superintendent, one copy of the Excused Absence Request Form shall be returned to the initiator of the request.

For conferences and conventions, allowable expenses for travel, lodging, meals and other expenses shall be as follows:

Transportation

When possible, teachers are requested to travel together with other persons attending the same conference and share travel costs.

- a. Plane/bus/train: Lowest, direct rates (receipts required)
- b. Auto: the current amount allowed by the IRS per mile (not to exceed cost of round trip economy air fare)

Lodging

When possible, teachers are encouraged to share lodging with other persons attending the same conference. \$50 per night maximum (receipts required).

Meals

\$30 per day maximum, except that receipted conference-sponsored meals will be reimbursed in full.

Registration

As requirement of current, paid-up member.

Other Expenses

As per pre-meeting request approval.

Upon return from an authorized trip, a detailed list of expenses and receipts shall be prepared, signed, and submitted by the teacher to the authorizing administrator.

SECTION XII

12.0 LEAVES

12.1 Health and Family Related Leaves

a. Bereavement Leave

Each full-time teacher may be granted up to four days of leave each school year for death in the non-immediate family. The leave shall be with pay and shall be deducted from accumulated sick leave days.

b. Health and Hardship Leave

A leave of absence for temporary illness, not to exceed a period of two school years, may be granted to teachers with at least two consecutive school years as a full-time teacher. The leave shall be without salary or benefits, but the recipient may elect to continue membership in the district group insurance programs at his/her own expense.

Upon request for reinstatement by the teacher by March 1 of the last year of said leave, accompanied by proof of physical fitness, the teacher shall be reinstated at the beginning of the next school year, or by mutual agreement during the school term, at the same relative position in the salary structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

A non-tenured teacher on leave in accordance with this section will not receive service credit for purposes of fulfilling the requirement of four consecutive years of service to acquire tenure under Section 24-11 of the School Code; provided, however, that such leave shall not constitute a break in consecutive years of service to the extent permissible under Section 24-11 of the School Code.

c. Parental/Adoptive Leave

Parental/adoptive leave may be granted to teachers with at least two consecutive school years as a full-time teacher. The length of the leave may be for the remainder of the school year and up to two additional school years if the leave begins with less than 120 school days remaining in the school term. The length of the leave may be for the remainder of the school year in which the birth or adoption takes place, plus one additional school year, if the leave begins with 120 or more school days remaining in the school term. Parental/adoptive leave shall be without salary or benefits; except that the recipient may elect to: (1) continue participation in the district group insurance programs at his/her own expense; (2) use available sick leave under Section 12.1d. for 30 work days following the birth or adoption of the child concurrently with parental/adoptive leave; and (3) use available FMLA leave concurrently with parental/adoptive leave. If FMLA leave is used, participation in the district group insurance programs shall continue for the duration of the FMLA leave on the same basis as if the teacher was working.

A request for parental/adoptive leave must be submitted in writing to the Superintendent or designee at least 90 calendar days before the anticipated birth/adoption of the child. The length of the leave, including the FMLA portion, must be contained in the request.

Upon request for reinstatement by the teacher by March 1 of the last year of the leave, accompanied by proof of fitness, the teacher shall be reinstated at the beginning of the next school year or, by mutual agreement, during the school term, at the same relative position in the salary structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

A non-tenured teacher on leave in accordance with this section will not receive service credit for purposes of fulfilling the requirement of four consecutive years of service to acquire tenure under Section 24-11 of the School Code; provided, however, that such leave shall not constitute a break in consecutive years of service to the extent permissible under Section 24-11 of the School Code.

d. Sick Leave (Guaranteed)

Each full-time teacher shall accumulate sick leave at the rate of 15 days per school year. The leave shall be at full pay and, in the event a teacher does not use the full amount of annual leave thus allowed, the unused amount shall accumulate on an unlimited basis. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) of the teacher or household (any person who resides with the teacher), birth, adoption or placement for adoption to the extent permitted by Section 24-6 of the School Code.

If a teacher does not take parental leave, available sick leave may be used for pregnancy and pregnancy related conditions, on the same basis as sick leave may be used for other disabilities, for the greater of 30 work days or the work days during the period of actual disability following the birth of the child. A teacher whose child is born after the start of the teacher's work year may use available unpaid FMLA leave immediately following the use of no more than 30 days of sick leave commensurate with the period of disability. Similarly, a teacher who adopts a child and does not take a parental leave, may use available sick leave for no more than 30 work days immediately followed by available unpaid FMLA leave. With either birth or adoption, the remaining portion of the FMLA leave will be unpaid. However, if the birth or adoption occurs during the summer, winter or spring breaks, sick leave shall run concurrently with FMLA leave to the extent the teacher is no longer disabled due to the birth and delivery of the child or the adopted child is received during such breaks. It is the intent of the board and the association that, in connection with the adoption or birth and recovery from delivery of the child, the teacher has at least 18 weeks of time away from work with the newborn or adopted child, including summer, winter and spring breaks and 12 weeks of available FMLA leave. Examples illustrating this intent are as follows where the teacher has 30 days of available sick leave and 12 work weeks of available FMLA leave:

- Baby is born July 1 with the school term starting August 15 -- teacher is paid for the first 30 work days of the school term using available sick leave/FMLA starts August 15 and runs for 12 work weeks.

- Baby is born two weeks before the start of the school term on August 15 -- teacher is paid for the first 30 work days of the school term using available sick leave/FMLA starts four weeks after the start of the school term and runs for 12 work weeks.
- Baby is born on September 1 after the start of the school term on August 15 -- teacher is paid for 30 work days beginning September 1 using available sick leave/FMLA leave begins after the 30 sick leave days have been used.
- Baby is born during winter break, two weeks before school resumes on January 5 -- teacher is paid for 30 work days beginning January 5 using available sick leave/FMLA starts four weeks after January 5 and runs for 12 work weeks.

e. Sick Leave (Permissive)

A leave of absence, not to extend longer than a period of 90 school days, may be granted to teachers for temporary illness which exceeds the period provided for under the district's guaranteed sick leave policy. The following will generally be applied by the board as it considers the length and pay level for a permissive leave:

- non-tenured teachers - up to 90 days without pay
- tenured teachers with less than 10 years seniority - up to 90 days at 1/2 pay
- tenured teachers with 10 or more years of seniority - up to 90 days at full pay.

The board's decisions on permissive leave are not subject to the grievance procedure and therefore may not be taken to arbitration. Among the factors to be considered by the board in deciding whether to grant a permissive leave are the length of the teacher's service, the teacher's previous use of guaranteed and permissive sick leave and the educational, administrative and financial impact on the district.

f. Family and Medical Leave Act

Eligible employees are entitled to 12 work weeks of unpaid family and medical leave during the 12-month period adopted by the board in accordance with the Family and Medical Leave Act of 1993 (FMLA or Act). Any other accrued paid or unpaid leave which qualifies under the Act shall be substituted for all or the corresponding portion of an employee's leave entitlement under the Act after the first 30 days of sick leave use, except in connection with birth or adoption as provided in 12.1d. above. If an employee requests paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against, and run concurrently with, the employee's 12-week FMLA leave entitlement, except in connection with birth or adoption as provided in 12.1d. above. During any leave taken under this Section 12 for a purpose which qualifies under the Act, the employee's group insurance premiums will be continued for the duration of the FMLA portion of the leave on the same basis as if the teacher was working. After the FMLA portion of the leave ends, the insurance will be paid for by the employee as provided in the applicable leave section.

g. Sick Leave Bank

The board, in cooperation with the association, shall establish a sick leave bank on a voluntary basis.

Full-time, tenured teachers who have contributed to the sick leave bank and whose accrued sick leave is exhausted will be eligible for sick leave bank benefits. The intent of this plan is to provide extended sick leave to those participants who incur a period of prolonged illness or hospitalization. The bank shall be used only for the personal illness of the participant and not for serious illness or death of any other person. The board will provide an annual report to the association on sick leave bank usage by October 30 of each year. The board will also provide notice at the beginning of each school year to newly tenured teachers reminding them of their right to join the sick leave bank.

Two days will be contributed to the sick leave bank by all full-time, tenured teachers on the first day of work on the tenure contract. When the sick leave bank is depleted to fifty (50) days, each full-time tenured teacher eligible to receive this benefit will contribute one day.

A tenured teacher who is a current participant and has a major disability or major illness which requires a prolonged absence from work shall be able to utilize the days in the bank after his or her own accrued sick leave days have been depleted and a five-day salary deduction period has transpired for each such disability or illness. Further, a teacher must submit a doctor's statement certifying that the illness or injury prevents the teacher from returning to work.

The maximum number of days allowed for any single illness or incident shall be 60 days.

Participants withdrawing from the bank or the bargaining unit for whatever reason will not be allowed to withdraw the contributed days.

Teachers utilizing sick leave days from the bank will not be required to replace those days.

The superintendent or his designee will administer the sick leave bank.

If a participant does not have a sick leave day to contribute during the current school year, the sick leave day may be contributed at the beginning of the next school year without any lapse of sick leave bank eligibility.

A participant with more than 178 accumulated sick leave days who has filed an intent to retire and is in his or her last year of employment will have access to the sick leave bank if otherwise eligible upon depleting his or her accumulated sick leave days to 178 days.

In the event the sick leave bank is dissolved, sick leave days contributed but not used shall be returned to the then current members of the bank. Under these

circumstances, no teacher shall receive more than the total number of days the teacher has contributed to the bank. The bank shall be terminated only upon the mutual agreement of the board and the Education association.

12.2 Personal Leaves

a. Personal Leave (Guaranteed)

Each full-time teacher shall be entitled to three days of personal leave per school year. The personal leave shall be at full pay with the following provisos:

- 1) Said leave shall be deducted from sick leave.
- 2) Teachers shall voluntarily limit the use of such leave to matters which cannot be scheduled during non-school days and hours. Although no reason is required, examples of common permissible use of personal leave are: recognized religious holidays not observed in the school calendar, legal hearings, appointments requested by civil authorities, completion of important contracts, weddings of relatives or very close friends, transportation of a child to or from college, graduation ceremonies of a member of the immediate family as defined in Section 12.1d., handling of furniture or belongings in jeopardy, or uncontrollable delays in travel. Each substantiated misuse of this leave will result in the loss of salary based on the number of days misused and possible disciplinary action.
- 3) The superintendent reserves the right to deny use of personal leave if approval creates an issue in staffing classrooms/buildings and there are no other reasonably available options.
- 4) Teachers are discouraged from taking personal business leave on Mondays and Fridays. Personal leave shall not be granted on the day immediately preceding a holiday recess, a day immediately following a holiday recess, the first five days of the school term for teachers, and the last five days of the school term for teachers or for vacations or recreational purposes, except if the teacher provides a reason that meets one of the examples of permissible uses set forth in 2) above. The Coordinating Council will monitor the use of personal leave under this paragraph, including the continuity in the classroom and acquisition of substitute teachers, and recommend changes to this section as necessary.
- 5) Except in unique circumstances, applications for personal leave shall be submitted to the superintendent five school days prior to the date of the requested absence. If the leave falls within any of the periods set forth in 4) above, the application must state the reason for the leave.
- 6) Approval of said leave shall be made by the superintendent on a first-received, first-approved basis. In the event too many applications are received simultaneously for the same day, approval shall be on the basis of seniority of teaching service in the district.

b. Personal Leave (Permissive)

At the discretion of the superintendent, a leave of absence, not to extend longer than five school days, may be granted to teachers for purposes not covered by other leave provisions of this agreement. Said leave shall be without salary or at partial salary.

c. Jury and Witness Leave

The board shall pay the regular salary to teachers called to serve as jurors or subpoenaed in civil or criminal matters but not in matters in which teachers or the association are parties adverse to the board.

12.3 Professional Leaves

a. Association Leave

Upon reasonable notice to the superintendent, the board shall provide leaves to teachers for the purposes of attending regional, state, or national meeting(s) of the association or its affiliates with the following provisions:

- 1) Such leave shall not exceed ten days per school year.
- 2) The president(s) of the association shall designate the recipients of such leave.
- 3) The association shall reimburse the board for the cost of a substitute teacher for each day of such leave.

The association president(s), or designee, shall be provided 36 hours each school term to attend, without loss of pay, to in-district association business which cannot be reasonably handled after the regular teacher workday or during unassigned time during the regular teacher workday. Whenever reasonably possible, notice of the use of such time, and the amount of time, shall be reported electronically to the Superintendent, or designee, at least one school day in advance of the intended use; otherwise, such notice shall be given as soon as possible before or immediately after use. Whenever possible, internal substitutes shall be obtained by the association president(s) or designee without cost to the district. If an outside substitute is needed, the association shall reimburse the board for the cost. In the use of the time provided under this paragraph, the association recognizes the importance of minimizing the disruption of instructional services to students, and where use of the time is necessary, that students receive instruction from a teacher currently employed in the building to which the teacher using the time is assigned.

b. Professional Improvement Leave

A leave of absence for resident study and/or research proposed by the applicant and deemed by the board to benefit the district, not to extend longer than one school year, may be granted to a teacher who has completed six years of satisfactory service as a full-time teacher. Said leave of absence plan shall include provisions whereby the recipient may render services concurrently to the district. For said services, the recipient shall be paid a salary commensurate with the amount of service rendered. To be eligible for said leave, the teacher must sign a statement indicating his or her intent to return to the district for the entire following school year.

Upon request for reinstatement by the teacher by March 1 of the last year of said leave, the teacher shall be reinstated at the same relative position in the salary structure for which he/she would be eligible if he/she had remained in the district during said leave, subject to any interim general increases or decreases of the salary schedule. The number of professional improvement leaves which may be granted by the board during a given school year shall not exceed four.

c. Professional Organization Leave

A leave of absence, not to extend longer than a period of three school years, or the length of the term of office, whichever is less, may be granted to a teacher with contractual continued service status for the purpose of serving as an elected officer of the Illinois Education Association or the National Education Association. The leave may be extended once, if the teacher is elected consecutively. The leave shall be without salary, but the recipient may elect to continue membership in the district group insurance programs at his/her own expense.

Upon request for reinstatement by the teacher by March 1 of the last year of the leave, the teacher shall be reinstated at the same relative position in the salary structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

d. Related Field Leave

A leave of absence, not to extend longer than a period of two school years, may be granted to a teacher with contractual continued service status for the purpose of participating in non-district teaching programs approved by the board. Said leave shall be without salary, but the recipient may elect to continue membership in the district group insurance programs at his/her own expense.

Upon request for reinstatement by the teacher by March 1 of the last year of said leave, the teacher shall be reinstated at the same relative position in the salary structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

12.4 Other Leaves

a. Military Leave

Military leave shall be granted to teachers as required by state and federal law.

b. Public Service Leave

Upon request, a leave of absence shall be granted to a teacher with contractual continued service status if said teacher is elected to serve in the General Assembly. Said leave of absence shall be without salary or benefits, but the recipient may elect to continue membership in the district group insurance programs at his/her own expense.

Upon request for reinstatement by the teacher by March 1 of the last year of said leave, the teacher shall be reinstated at the same relative position in the salary

structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

c. Board of Education Discretionary Leave

At the sole discretion of the board, a leave of absence may be granted in the best interests of the school district for situations not covered by other provisions of this agreement. The board's decision on discretionary leaves are not subject to the grievance procedure or considered to be precedent setting.

Upon request for reinstatement by the teacher by March 1 of the last year of said leave, the teacher shall be reinstated at the same relative position in the salary structure which he/she held at the time the leave became effective, subject to any interim general increases or decreases of the salary structure.

SECTION XIII

13.0 GRIEVANCE PROCEDURES - MATTERS COVERED IN THIS AGREEMENT

13.1 Definition

- a. A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- b. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, and, whenever possible, shall state the remedy requested.
- c. No grievance shall be entertained or processed unless it is submitted in writing within 15 school days after the grievant had knowledge of the last asserted violation of this agreement giving rise to the grievance. However, if there are less than 15 school days before the close of the school term, this time limit shall be changed to 15 week days.

13.2 Statement of Basic Principles

- a. A grievance may be filed by a teacher or teachers, and/or the association.
- b. A grievance involving a teacher(s) which goes to the second step of the grievance procedure must be signed by a representative of the association.
- c. Group grievances involving more than one supervisor and grievances involving an administrator above the building level may be initially filed at Step 3 by the association.
- d. The failure of a teacher or association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and, an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

- e. All teachers covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section, or elsewhere in this agreement, shall be construed to prevent any individual from discussing a problem with the administration and having it adjusted without intervention or representation of association representatives, provided the adjustment is not inconsistent with the terms of this agreement.
- f. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- g. The association president(s) shall be notified whenever a grievant grieves to the third step.
- h. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend, and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When it is mutually agreeable to hold such hearings and conferences during school hours, all district employees whose presence is required shall be excused, with pay, for that purpose.
- i. It is agreed that any investigation, or other handling or processing of any grievance by the grieving teacher(s) or his representative, shall be conducted so as to result in no interference with or interruption of the instructional program and required work activities of the teaching staff.
- j. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- k. A grievance may be withdrawn at any level without establishing precedent.

13.3 Procedures

- a. First step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate superior.
- b. Second step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the principal.

The principal shall meet with the grievant within 4 days after receipt of the grievance. The principal, or other administrator who has authority to make a decision on the grievance, shall make such decision and communicate it in writing, with reasons, to the grievant and the superintendent within six days after the meeting.

- c. Third step: In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file a copy of the grievance with the superintendent within ten

days of the written decision or answer at the second step. Within four days after such written grievance has been received, the aggrieved, representative of the aggrieved (if desired), the principal and the superintendent, or a designee, shall meet to resolve the grievance. Within six days of the third step grievance meeting, the superintendent, or his designee, shall make a decision and communicate it in writing, with reasons, to the grievant, the principal and the association.

- d. Fourth step: If the grievant is not satisfied with the decision at the third step, the grievant may appeal to the board within ten school days after having received the written decision of the superintendent. The appeal shall be in writing, citing all of the pertinent information, with one copy sent to the board through the superintendent. At its next meeting, the board shall hear the grievance and shall render its decision within three school days after the hearing and shall communicate it, with reasons, in writing through the superintendent's office to the grievant and the association.
- e. Fifth step: If the grievance is not settled in accordance with the foregoing procedure, the association, but not the teacher, may refer the grievance, within ten school days after receipt of the board's answer in Step 4, to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration association, which shall act as the administrator of the proceedings.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement or any applicable board policy. He/she shall consider only the specific issues submitted in writing, and shall have no authority to decide any issue which was not submitted to him/her. The arbitrator shall be without power to make a decision contrary to, inconsistent with, or modifying or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this agreement involved as applied to the facts of the grievance presented.

Charges of the American Arbitration association and the fees of the arbitrator shall be divided equally between the board and the association. All other expenses shall be borne by the party incurring them.

13.4 Grievance Voided

If the association or any teacher files any claim or complaint in a court of law with legal jurisdiction in the matter, then the board shall be required to process the same claim or set of facts through the grievance procedure.

SECTION XIV

14.0 GRIEVANCE PROCEDURES - MATTERS NOT COVERED IN THIS AGREEMENT

When resolving a problem related to matters not listed under Section IV of this agreement, a teacher shall first attempt to resolve the problem by having a conference with the person at the level on which the problem originates. In the event the matter is not satisfactorily resolved at that level within a reasonable period of time, ten to 15 days, the teacher shall notify the immediately involved supervisor to that effect in writing, and shall pursue the matter at the next level of the line-staff structure. The full sequence of line-staff structure, listed in the order in which it is to be followed, is: supervisor, principal, and superintendent.

In the event a teacher is unsure as to which level to attempt to resolve a matter, the teacher shall consult directly with the superintendent, who in turn will refer the teacher to the appropriate level.

The board shall evaluate any such matter which is not resolved in a mutually satisfactory manner through proper line-staff channels. Said evaluation shall be made as soon as practicable and shall be promptly communicated in writing to the proper person.

In accordance with the provisions of Section 5.7, any teacher has a right to be represented in all steps of the grievance procedure.

SECTION XV

15.0 NEGOTIATIONS

15.1 Negotiations - Beginning Date

The parties shall commence bargaining for a successor agreement on or before March 1 (or at a mutually acceptable date) and shall bargain as per the Illinois Labor Regulations Act and its Rules and Regulations.

15.2 Impasse

If agreement is not reached on all items by June 1, either party may declare impasse has been reached and call for the selection of a mediator. Within four days from the date of which either party declares in writing to the other that an impasse exists, the Federal Mediation and Conciliation Service shall be notified by both parties, in writing, of the need for a mediator. All procedures shall be determined by the Federal Mediation and Conciliation Service. The cost of the mediator shall be shared equally by the board and the association.

15.3 Tentative Agreements

When tentative agreements are reached, they shall be reduced to writing and signed prior to adjournment of the meeting at which such agreements were reached.

15.4 Final Approval

When the association and board reach tentative agreement on all matters, the items shall be reduced to writing and shall be submitted to the association for ratification and to the board for official approval.

15.5 Amendments

This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be reduced to writing, signed by both parties and submitted to the board and association for approval.

15.6 Savings Clause

Should any section or clause of this agreement be declared illegal by a court of competent jurisdiction, said section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted section or clause.

15.7 Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this agreement. However, it is hereby recognized that the board does not, by the agreement, abdicate or delegate the obligations and responsibilities impressed upon it by law, or surrender the authority conferred upon it to enact or amend such rules and regulations as it or its successors determine necessary for the proper and effective operation of the schools of the district.

SECTION XVI

16.0 JOB SHARING PILOT PROGRAM

For the term of this Agreement, the board may implement a pilot job sharing program for teachers in accordance with the agreed parameters indicated below. The board and the association will assess this pilot program as part of their preparations for a successor collective bargaining contract.

Job sharing shall be subject to the following terms and conditions:

- a. Job sharing shall be defined as two teachers, who are either tenured or are part-time with at least four consecutive years of employment in the district, sharing the responsibility of a single full-time teaching position. Any teacher who wishes to

- participate in the program must find a job sharing partner that is a current teacher and who is acceptable to the building principal, superintendent and the board with approval of all three being necessary.
- b. Written notice of a desire to job share must be received by the building principal and Superintendent by February 1 of the year preceding the intended job sharing arrangement. The notice must identify both teachers proposing to job share and include a detailed proposed job sharing plan. Approval or denial of the job sharing proposal shall be provided by May 1.
 - c. The proposed job sharing plan shall be reviewed with the building principal and the superintendent and revised as necessary to receive and maintain administrative approval. The plan will address in detail at least the following:
 1. schedule of work hours and days;
 2. specific instructional responsibilities;
 3. substitution procedures, notices and compensation;
 4. attendance at staff meetings, district meetings or institutes, other after-regular-hours obligations, parent conferences, staff development and field trips;
 5. any additional work and the basis for compensation of such work;
 6. any other duties and responsibilities proposed by the teachers and/or deemed appropriate by the building principal and the superintendent; and
 7. early discontinuance.
 - d. Each participating teacher in a job sharing arrangement shall receive salary and benefits as set forth in the Professional Agreement on a pro-rated basis. All participants in an approved job sharing program will be considered to have part-time assignments.
 - e. Teachers involved in job sharing shall not lose their tenure or seniority but shall receive pro rata seniority credit during the duration of the job sharing.
 - f. The duration of any approved job sharing arrangement is for one full school year only, unless otherwise approved by the board.
 - g. If job share teachers desire to continue in a job sharing arrangement beyond the original approved job sharing year, they must provide written notice to the superintendent by no later than February 1 and receive approval as provided for in b. and c. above. If the job share is not continued, the teachers must return to their full-time equivalency status for the school year before the job share year.
 - h. The decision to grant or deny a job sharing request, or any continuation of a job sharing arrangement beyond one school year, shall be determined solely by the building principal, superintendent and the board, shall not create a precedent with respect to granting or denying any such requests, and shall not be subject to the contractual grievance procedure.

SECTION XVII

17.0 TERM OF AGREEMENT

The term of this agreement shall be from _____, 2015 through June 30, 2018, except that the salary, stipend, hourly curriculum rate, payment for activities for which PACs were given and PAC payment increases shall be retroactive to July 1, 2014, for teachers employed as of _____, 2015.

**BOARD OF EDUCATION
ELEMENTARY SCHOOL DISTRICT 102**

**EDUCATION ASSOCIATION OF
SCHOOL DISTRICT 102**

President

President(s)

Secretary

President(s)

Secretary

Date: January ____, 2015

Date: January ____, 2015

**APPENDIX A
SUPPLEMENTAL PAY ACTIVITIES**

2014-15 Supplementals/Stipends

<u>ACTIVITY</u>	<u>PERCENTAGE/VALUE</u>
<u>District-Wide</u>	
Band	\$6,635
Mentoring	\$960
Orchestra	\$6,635
Social Emotional Learning	\$3,000
Talent Development Coordinator	\$6,000
<u>Elementary</u>	
Administrative Assistant	\$1,500
Battle of the Books	.017
Chorus	.029
Ecology Club	.021
Environmental Club	.021
Green Team	.021
Instructional Facilitator	\$3,000
Intramurals	.047
Keyboarding Administrator	.013
Lead Resource	\$3,000
Lunch Director	\$5,550
Math Club	.014
Rainbows	\$200
Rainbows Director	\$300
Safety Patrol	.050
Science Center Director	\$3,000
Service Club	.021
Speech and Drama	.022
Student Council	.050
Team Leader	\$960
<u>Junior High</u>	
Activity Director	.041
Activity Fee Collector	.021
Activity Secretary	.015
Art Club	.021
Athletic Director	.024
Baker's Square	.021
Book Club	.021
Boys Basketball	.091
Boys B-ball Scorekeeper	.014

Boys B-ball Timekeeper	.014
Boys Softball	.039
Boys Volleyball	.053
Cheerleading	.055
Chorus	.030
Cultural Connections	.016
Drama	.063
Eighth Grade Trip	.021
Enrichment Coordinator	\$6,000
French Club	.021
Girls Basketball	.075
Girls B-ball Scorekeeper	.007
Girls B-ball Timekeeper	.007
Girls Softball	.039
Girls Volleyball	.075
Intramurals Director	.027
Keyboarding Administrator	.013
Lead Resource	\$3,000
Lunch Director	\$5,550
Park Instructional Facilitator	\$2,000
Peer Assistants	\$1,071
Peer Mediation	.015
Poms	.027
Rainbows	\$200
Running Club	.035
Running Club Assistant	.035
School Paper	.021
Soccer	.043
Soccer Assistant	.043
Spanish Club	.021
Special Olympics	\$2,454
Specialist	\$3,000
Student Council	.048
Tech Club	.021
Yearbook	.052