



AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

**COOK COUNTY SCHOOL
DISTRICT 130**

AND

**THE BLUE ISLAND EDUCATION
ASSOCIATION**

July 1, 2016 to June 30, 2019

TABLE OF CONTENTS

AGREEMENT 1

PREAMBLE 1

ARTICLE I - RECOGNITION AND DEFINITIONS 2

ARTICLE II - FAIR SHARE 3

ARTICLE III - ASSOCIATION RIGHTS..... 4

3.1 **TEACHER-ADMINISTRATION RELATIONS COMMITTEE (T-ARC)**..... 4

3.2 **REQUEST FOR INFORMATION**..... 4

3.3 **BULLETIN BOARDS** 5

3.4 **MAILBOXES**..... 5

3.5 **INTEROFFICE MAIL SYSTEM**..... 5

3.6 **EMPLOYEE LISTS**..... 5

3.7 **DUES DEDUCTION**..... 6

3.8 **AGENDA - BOARD OF EDUCATION MEETINGS**..... 6

3.9 **BOARD MEETINGS ASSOCIATION PLACEMENT ON AGENDA** 6

3.10 **ASSOCIATION LEAVE**..... 6

3.11 **RELEASE TIME - NEGOTIATIONS** 7

3.12 **PROHIBITED ACTIVITY**..... 7

3.13 **DISTRICT COMMITTEES - RIGHT TO APPOINT** 7

3.14 **CALENDAR** 7

ARTICLE IV - DEMOCRACY IN PUBLIC SCHOOL EDUCATION 9

4.1 **DEMOCRATIC PRINCIPLES** 9

4.2 **NON-DISCRIMINATION** 9

4.3 **ACADEMIC FREEDOM**..... 9

ARTICLE V - CONDITIONS OF EMPLOYMENT 10

5.1 **HEALTH** 10

5.2 **LICENSURE**..... 10

5.3 **INDIVIDUAL EMPLOYMENT CONTRACTS - NOTIFICATION OF ASSIGNMENT** 10

ARTICLE VI - WORKING CONDITIONS 11

6.1 **SCHOOL YEAR** 11

6.2 **TEACHERS’ SCHEDULED DAY** 11

6.3 **MEETINGS**..... 11

6.4 **PROFESSIONAL RESPONSIBILITIES** 12

6.5 **WORKSHOPS** 12

6.6 **COLLECTION OF MONEY**..... 13

6.7 **RECESS AND PLAYGROUND SUPERVISION** 13

6.8 **ASSOCIATION MEMBERS FACILITIES** 13

6.9 **SUPPLY BUDGET** 13

ARTICLE VII - CURRICULUM AND INSTRUCTION..... 14

7.1 **CURRICULUM**..... 14

7.2 **INSTRUCTIONAL**..... 14

7.3 **STUDENT GROUPINGS**..... 14

7.4 **SCHEDULING: SELF-CONTAINED CLASSROOM**..... 14

7.5 **SPLIT GRADES** 14

7.6 **SPECIAL PROGRAMS**..... 15

7.7 **CLASS SIZE** 15

7.8 **MENTOR PROGRAM**..... 15

ARTICLE VIII - EVALUATION	17
8.1 PURPOSE	17
8.2 ORIENTATION	17
8.3 FREQUENCY OF EVALUATIONS	17
8.4 EVALUATION PROCEDURES	17
A. <i>Pre-observation Conference</i>	17
B. <i>Formal Classroom Observation</i>	18
C. <i>Post-Observation Conference</i>	18
E. <i>Supporting Data and Input</i>	18
F. <i>Summative Evaluation</i>	18
G. <i>File</i>	19
H. <i>Professional Development Plan Following Rating a Tenured Teacher "Needs Improvement"</i>	19
8.5 RIGHT TO RESPOND.....	19
8.6 CONSULTING TEACHER.....	19
8.7 EVALUATION FORM.....	20
8.8 TEACHER INPUT: ADMINISTRATIVE PERFORMANCE.....	20
8.9 COMPLIANCE WITH SB7 AND PERA.....	20
ARTICLE IX - TEACHER PROTECTION	21
9.1 EMPLOYER HEARINGS/EMPLOYEE RIGHTS	21
9.2 PARENT COMPLAINTS	21
9.3 SCHOOL CLIMATE (STUDENT DISCIPLINE) COMMITTEE.....	21
9.4 EMPLOYEE DISCIPLINE	22
A. <i>Non-Tenured Teachers</i>	22
B. <i>Tenured Teachers</i>	22
9.5 TEACHER PERSONNEL FILES	22
9.6 VOLUNTARY EXTRACURRICULAR ACTIVITY PARTICIPATION	23
9.7 HEALTH AND SAFETY	24
ARTICLE X - VACANCIES, TRANSFERS, PROMOTIONS	25
10.1 SPECIFICATIONS FOR STAFF OPENINGS	25
10.2 TEACHER TRANSFERS - VOLUNTARY	25
10.3 TEACHER TRANSFERS - INVOLUNTARY	25
ARTICLE XI - STAFF REDUCTION	27
11.1 JOB SECURITY	27
11.2 SENIORITY LIST	27
11.3 ASSOCIATION NOTIFICATION.....	27
11.4 REDUCTION IN STAFF - NOTICE	27
11.5 EXCLUSIONS	27
11.6 RIF'D TEACHERS - SUBSTITUTE LIST.....	28
11.7 RECALL RIGHTS	28
ARTICLE XII - LEAVES.....	29
12.1 SICK LEAVE	29
12.2 PERSONAL LEAVE.....	29
12.3 BEREAVEMENT LEAVE	30
12.4 PARENTAL LEAVE	30
12.5 PROLONGED LEAVE OF ABSENCE	31
12.6 SABBATICAL LEAVE	31
12.7 JURY LEAVE.....	31
12.8 LEAVE OF ABSENCE - INTENTION TO RETURN	31
12.9 FAMILY AND MEDICAL LEAVE ACT	32
A. <i>Definitions</i>	32
B. <i>Purposes</i>	32

C.	<i>Duration</i>	33
D.	<i>Notification</i>	33
E.	<i>Continuation of Health Insurance</i>	33
F.	<i>End of Academic Term</i>	34
G.	<i>Repealer</i>	34
12.10	MILITARY LEAVE	34
ARTICLE XIII - SICK LEAVE BANK		35
13.1	PARTICIPATION	35
13.2	ADMINISTRATION OF BANK	35
13.3	DONATION OF DAYS	35
13.4	INTENT OF BANK	35
13.5	PROCEDURE TO USE/WITHDRAW DAYS	35
13.6	ACCUMULATION OF DAYS	36
13.7	RETENTION OF DAYS WITHDRAWN	36
13.8	LIMITS	36
13.9	PROCEDURES TO ACQUIRE ADDITIONAL DAYS	36
13.10	SICK LEAVE BANK PROCEDURES	36
13.11	SICK LEAVE BANK COMMITTEE	37
ARTICLE XIV - GRIEVANCE PROCEDURE		38
14.1	GENERAL PRINCIPLES	38
14.2	DEFINITIONS	38
14.3	TIME LIMITS	38
14.4	PROCEDURE	39
14.5	ASSOCIATION GRIEVANCES	40
14.6	BYPASS TO SUPERINTENDENT	40
14.7	RELEASE TIME	40
14.8	GRIEVANCE WITHDRAWAL	40
14.9	GENERAL PROVISIONS AS TO GRIEVANCES AND ARBITRATION	40
ARTICLE XV - PROFESSIONAL GROWTH		42
15.1	PROFESSIONAL GROWTH	42
15.2	GCN TRAININGS	43
15.3	SALARY SCHEDULE ADVANCEMENT	43
ARTICLE XVI - SUMMER SCHOOL		44
16.1	SUMMER SCHOOL	44
ARTICLE XVII - PROFESSIONAL AND PERSONAL BENEFITS		45
17.1	MEDICAL INSURANCE	45
17.2	LIFE INSURANCE	45
17.3	DENTAL BENEFITS	45
17.4	VISION INSURANCE	46
17.5	EMPLOYEE WELLNESS PROGRAM	46
17.6	INSURANCE COMMITTEE	46
17.7	SECTION 125 PLAN	46
17.8	WORKERS' COMPENSATION	47
17.9	CONTINUATION OF BENEFITS	47
17.10	ANNUITY PROGRAM/OTHER BENEFITS	48
17.11	TEACHERS' RETIREMENT SYSTEM	48
17.12	RETIREMENT SEVERANCE BENEFITS	49
17.13	<i>TRS EARLY RETIREMENT OPTION (ERO)</i>	53
17.14	UNUSED SICK LEAVE	53

ARTICLE XVIII - COMPENSATION	54
18.1 SALARY SCHEDULE	54
18.2 PLACEMENT ON SALARY SCHEDULE	54
18.3 REHIRED AFTER SEPARATION	54
18.4 SCHEDULE INCREASES	54
18.5 PSYCHOLOGISTS	55
18.6 CRISIS INTERVENTIONIST COMPENSATION AND EVALUATION	55
18.7 COMPENSATION FOR EXTRACURRICULAR ACTIVITIES OUTSIDE THE SCHEDULED DAY.....	55
18.8 PAY PERIODS	55
18.9 TRAVEL REIMBURSEMENT/EXPENSES.....	55
ARTICLE XIX - NEGOTIATIONS PROCEDURES.....	57
19.1 NOTIFICATION	57
19.2 MEDIATION.....	57
19.3 PRINTING OF CONTRACT.....	57
19.4 CONTRACTUAL AMENDMENTS.....	57
19.5 NO STRIKE PLEDGE.....	57
ARTICLE XX - SCOPE OF AGREEMENT AND DURATION	57
20.1 COMPLETE UNDERSTANDING.....	58
20.2 AGREEMENT	58
20.3 CONTRACT VS. BOARD POLICY.....	58
20.4 DURATION.....	58
APPENDIX A.....	59
APPENDIX B.....	62
APPENDIX C.....	63
APPENDIX D.....	65
APPENDIX E.....	66
APPENDIX F	67
APPENDIX G	68

PREAMBLE

It is agreed the attainment of objectives of the educational program of the District requires mutual understanding and cooperation among the Board, the Superintendent, the administrative and supervisory staff, and the certificated teachers, and other personnel of the District who are represented by the Association. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern according to the established District chain-of-command.

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 teachers who are reasonably well-satisfied with the conditions under which their services are rendered.

It is recognized that the legal responsibility for the education of the children in the District is vested in the Board and that this responsibility of final decision-making cannot be lawfully delegated. The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities of final decision-making for the proper management and administration of the District, which is conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States. Although the Board participated in good faith negotiations with the Association, nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE I - RECOGNITION AND DEFINITIONS

- 1.1** Board recognizes the Blue Island Education Association, IEA-NEA as the exclusive bargaining representative for all full and regularly employed part-time certified personnel, nurses, counselors, social workers, psychologists, full-time substitute teachers, learning facilitators part-time administrative assistants and/or supervisors who teach more than fifty percent (50%) of the time and do not have teacher evaluation and/or teacher discipline responsibilities, and the following full-time non-certificated personnel: speech language assistants and speech language paraprofessionals; but excluding day-to-day substitute teachers, temporary teachers and all other employees of the Board, regarding salaries, fringe benefits, and terms and conditions of employment. A temporary teacher is one hired to fill a position of less than ninety (90) school days duration or to fill the position of a regular teacher on leave for an unknown duration.
- 1.2** The term "District" refers collectively to all educational facilities or academic locations of the Board.
- 1.3** The term "School" refers to any single educational facility or academic location of the District.
- 1.4** The term "Association Representative," as used in this Agreement, means the Association representative or his/her duly selected alternate in a particular School.
- 1.5** Whenever the singular is used in this Agreement, it shall include the plural.
- 1.6** The term "Teacher(s)," as used in this Agreement, includes all certificated members of the bargaining unit described in Section 1.1 of this Article, and does not include speech language assistants or speech language paraprofessionals. The term "Association Member(s)" includes all members of the bargaining unit described in Section 1.1 of this Article.
- 1.7** The term "days" when used in this Agreement shall mean school days unless otherwise specified.
- 1.8** The term "Association" as used in this Agreement, refers to the Blue Island Education Association, IEA-NEA.

ARTICLE II - FAIR SHARE

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all Association Members who are beneficiaries of said Agreement. To this end, if an Association Member does not join the Association, he/she will:

2.1 Execute an authorization for the deduction of a sum equal to the uniform dues required of Association Members, provided the Association makes provisions to rebate the proportionate share of the dues not related to the cost of the collective bargaining process and contract, administration, and pursuing of matters affecting wages, hours, and conditions of employment.

2.2 Pay directly to the Association a like sum.

In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the Association Member, or thirty (30) days from ratification of this Agreement, the Board shall deduct a fair share fee in ten (10) equal payments from the regular salary check of the Association Member beginning with the October salary check. If an Association Member is hired and there are less than ten (10) pays remaining in the school year, the total amount due will be divided equally by the remaining number of pay periods.

2.3 The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section 2.2 above, including reimbursement for any legal fees or expenses incurred in connection therewith, provided the Association shall appoint the legal counsel to represent the parties in such action and provided the Board will cooperate with said attorney.

2.4 The Board agrees to promptly notify the Association in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement the provisions of Section 2.3 above and if the Association so requests, in writing, to surrender claims, demands, suits, or forms of liability.

2.5 It is expressly understood that the provisions of 2.3 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board, or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE III - ASSOCIATION RIGHTS

3.1 *Teacher-Administration Relations Committee (T-ARC)*

A Teacher-Administration Relations Committee (T-ARC) shall be established for the school year. Each party may select up to four representatives. Meetings shall be held, if needed, on a monthly basis, at a regularly scheduled time which is mutually convenient to the parties, with each agenda being established and disseminated seven school days in advance of the meeting by the President of the Association and the Superintendent. The parties may discuss without limitation any matter concerning educational policies and developments, including the use of institute and workshop days, or any other problems or subjects of interest or concern of either party, providing grievances that have been filed shall not be discussed. The general objectives of T-ARC, among others, shall be to solicit suggestions from the parties on how to maximize the educational opportunities for students of the District, identify problems, investigate and initiate alternative solutions, and increase communications between the parties.

The Chairperson shall be the Superintendent. A secretary shall be elected from members of T-ARC. The secretary shall be responsible for maintaining and distributing minutes. Prior to dissemination, a draft of the minutes shall first be forwarded to the Association President and the Superintendent for their review. Should there be any disagreement as to the content of specific portions of the minutes, it is agreed that such portions will be deleted until clarification is accomplished. If necessary, remaining portions of the minutes still in dispute shall be brought back to T-ARC for further clarification and/or correction before a final copy of the minutes is disseminated. The T-ARC shall not have any power to negotiate changes in this Agreement.

3.2 *Request for Information*

The Board shall make available to the Association President upon a written request any and all public information, statistics and records so requested where they are (1) relevant to negotiations, (2) necessary for the processing of a grievance or the enforcement of the terms of this Agreement, or (3) necessary to make recommendations pursuant to the Association's rights under this Agreement concerning the instructional program, to the extent to which such material is readily available or is reasonably obtainable and does not violate personal rights and confidentiality. Standing requests will not be honored. Minutes of all Board meetings shall be made available to the Association President upon an annual written request.

3.3 *Bulletin Boards*

The Association shall be provided adequate bulletin board space in each faculty room at each School in the District for the posting of notices and other materials relating to activities of the Association. Only official items of the Association shall be placed upon the bulletin boards assigned for this purpose. Communications of the Association for posting on bulletin boards, or for distribution under Section 3.5 of this Article, must bear the written signatures of proper officers to be considered official. The bulletin board space allocated shall be identified with the name of the Association, and only the building representative or the alternate shall have authority to post material on said bulletin board. A courtesy copy of all posted materials shall be given to the Superintendent and building administrators on the day that the posting occurs.

3.4 *Mailboxes*

The building representative or his/her alternate shall have the right to place official Association material, as above defined, in the School mailboxes of the Association Members. A courtesy copy of all materials for general distribution that are placed in the District mailboxes in each school shall be given to the Superintendent and building administrators on the day of distribution.

3.5 *Interoffice Mail System*

The Association may make reasonable use of the interoffice mail system of the District for communication of Association related material to the Association Members. Each year, during the new teacher orientation workshop, the Association President and the Superintendent shall review this procedure in order to clarify the intent of this section and/or resolve any problems that may have occurred during the previous year.

3.6 *Employee Lists*

On or before the first official day of school, the Superintendent shall send a list of newly hired Association Members to the Association President. The Superintendent's office shall update the list as requested by the Association President. The Association will continue its present participation in the program for the orientation of new Teachers.

An updated staff array shall be given to the Association by September 15 of each school year.

The District will provide to the Association Board meeting agenda information confirming the Board's personnel action(s) within fifteen (15) calendar days of the Board's action. Additionally, information regarding retirees will be placed on the Board grid in the month in which they retire.

3.7 *Dues Deduction*

The Board will deduct from the pay of each Association Member from whom it receives written authorization to do so, the required amount of Association dues. The dues and a list of Association Members from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association Members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Association office no later than ten (10) days after such deductions were made. The Association shall provide to the Administrator for Business Services an appropriate list of Association Members on the continuous membership program at the beginning of each school year. The Association agrees to save, indemnify, and hold the Board harmless against any and all claims, obligations, or judgments against the Board as a result of any action taken or not taken hereunder, including the cost of defending against any such claim.

3.8 *Agenda - Board of Education Meetings*

The Association President will be furnished a hard or electronic copy of the agenda of Board meetings in advance of each regular or special meeting of the Board as soon as such agenda has been prepared. The Association President on upon request shall also be furnished with any available Board reports listed in the agenda which pertain to matters specifically covered in this Agreement or deal with the instructional program and which are not confidential.

3.9 *Board Meetings Association Placement on Agenda*

The Association shall be placed on the agenda of regular Board meetings. Such placement shall not be construed by the Association as the opportunity to engage in collective bargaining, the processing of grievances, or the discussion of personnel matters that have not been previously reviewed by the Superintendent or designee.

3.10 *Association Leave*

- A. In the event that the Association desires to send representatives to local, State, or national conferences or on other business pertinent to Association affairs, the Association is entitled to fifteen (15) days annually for such purpose, without loss of pay. The Association has the right to designate which Association Members are entitled to any portion of said fifteen (15) days. A written request for such leave will be submitted to the Superintendent or designee at least one (1) week prior to such leave, except in cases of emergency. Additional days, if requested, may be granted at the discretion of the Superintendent or designee and upon such conditions as are equitable.
- B. The Association will reimburse the District for the cost of substitutes for the last nine (9) of the fifteen (15) Association leave days, to be billed at the actual cost.

3.11 Release Time - Negotiations

The Association's negotiating committee, not to exceed five (5), and its special consultants, not to exceed two (2), shall upon due notice to their respective Principals be excused without loss of pay for working time spent in negotiations or scheduled mediation sessions with Board representatives concerning a successor Agreement.

3.12 Prohibited Activity

No Association Member shall engage in Association activities during the time he/she is assigned to teaching or other duties.

3.13 District Committees - Right to Appoint

The District shall annually forward a list of all District committees and their chairpersons to the Association President and Vice-President prior to the commencement of any committee work or within thirty (30) days of the start of the school year, whichever comes first. A description of the task(s) of the committee(s) and tentative meeting dates shall accompany the list, along with the number of Association Member representatives desired. The Association shall forward to the District names of a majority of those Association Members to be appointed to committee(s). The Association President and Vice-President shall be considered *ex officio* members of all listed District committees of which they are not a full member. The Association President and Vice-President shall receive no compensation for acting an *ex officio* committee member. They may, within applicable budget and staffing limitations, and as approved by the Administration (which approval will not be arbitrarily or capriciously withheld) attend meetings of committees of which they are *ex officio* members.

Some committees will have designated administrative chairpersons. Some committees will select a chairperson from among their own members. Minutes of all committee meetings will be provided to the Association President and Vice-President and will be posted on the District's web site no later than one week after each scheduled meeting by the chairperson. All committee findings will be reported to each building for posting. Association Members will be given an opportunity for input before the committee's presentation to the Board.

If new committees are formed, the District will notify the Association in the way described above within two (2) weeks and prior to the commencement of the committee work.

3.14 Calendar

The administration will provide the Association with a proposed school calendar prior to the Board approving the calendar. The Association may provide feedback and recommendations regarding the calendar and the parties will meet to discuss the calendar if requested by either party.

In the event of any change in the calendar after it has been established, the Association will be given prior notice of such changes and an opportunity to make recommendations, if any, to the Board prior to the Board making its decision, unless the emergency nature of the change prevents such recommendations from being considered. In addition, the Association may make recommendations to the Superintendent on the annual calendar during T-ARC (Section 3.1) meetings.

ARTICLE IV - DEMOCRACY IN PUBLIC SCHOOL EDUCATION

4.1 *Democratic Principles*

The Board and the Association recognize and agree that democratic principles should prevail in every American school system and that an urban school district must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations. Rather, they are established practice and firm Board policy. Within the specifications of existing law, and the enforcement procedures thereof, the Board does not and will not discriminate against any Association Member, or applicant for a faculty position, on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of any organization, or a refusal to so participate or associate. Similarly, the Association agrees to maintain its policy of admitting to Association membership any eligible person who applies therefore without discrimination on the basis of race, creed, color, national origin, sex, marital status. Allegations that this Section has been violated shall not be subject to the Grievance Procedure contained in this Agreement.

4.2 *Non-Discrimination*

The Board and the Association agree there shall be no discrimination against any Association Member because of race, color, religion, sex, national origin, handicapping condition, or sexual orientation. Further, any such allegations shall be immediately brought to the attention of the Superintendent. Allegations that this Section has been violated shall not be subject to the Grievance Procedure contained in this Agreement.

4.3 *Academic Freedom*

Academic freedom shall be guaranteed to Teachers with regard to study, investigation, presentation, interpretation and publication of facts and ideas provided (1) Teachers are factual, objective, and respect the professional nature of their responsibilities, and (2) the Board or its designee shall have the right to question and ultimately decide upon any matter introduced into teaching and shall approve any undertaking of research, news releases or publication, provided that advance notification shall be given by the Teacher to the Principal whenever a Teacher intends to inject into teaching anything which might reasonably be anticipated to be controversial.

ARTICLE V - CONDITIONS OF EMPLOYMENT

5.1 *Health*

Before September 1 of each year (or within the first thirty (30) days of employment if the employee is not employed at the start of the school year), all new Association Members shall be required to present evidence of a physical examination made by a physician licensed in Illinois designated by the Board. A form prescribed by the Board shall be completed by the examining physician. The examination shall include a chest x-ray or other certified evidence indicating freedom from tuberculosis. The examination prescribed by the Board, excepting chest x-rays for new employees, shall be entirely at the Board's expense.

5.2 *Licensure*

It is the duty of all Teachers to maintain current valid licenses. Only licenses issued by the State of Illinois are recognized by the Board. All licenses shall be registered as required by law.

5.3 *Individual Employment Contracts - Notification of Assignment*

Newly hired teachers will receive an individual employment contract in the form appearing in Appendix D hereof upon entry into the service of the District. Thereafter, each Teacher will receive notice not less than forty-five (45) calendar days before the close of the school year that his or her employment will not be renewed for the next school year. Returning teachers will be given notice of their assignments per Section 10.3 of this Agreement by May 1st and be given notice of their anticipated salary by September 1st. Nothing herein shall be construed to deprive any Teacher of tenure guaranteed by the laws of Illinois.

The Board shall not issue individual Teacher contracts during the period of negotiations covered by this Agreement; however, it may issue guidelines related to assignments. The Board may issue individual contracts to newly employed Teachers; however, such contracts shall be adjusted to conform to the terms and conditions of employment agreed to by the Board and the Association in the negotiated agreement if such Teachers are part of the bargaining unit. Rights and benefits of Teachers set forth in this Agreement shall be assimilated into and made part of any individual contract of employment with the Board.

ARTICLE VI - WORKING CONDITIONS

6.1 *School Year*

The salary schedule shall be based on 176 teaching days and four (4) institute days. The calendar, including school days, full and half-day institutes, workshops, parent-teacher conference days, legal holidays and vacations, and opening and closing of school, is to be set by the Board after prior consultation with the Association. The Association will have thirty (30) days for input upon receipt of District 218's calendar. Unused emergency days five (5) in number in addition to the 180 total days will be declared non-attendance days. If Teacher attendance is required beyond 180 total days, each Teacher shall be paid a per diem amount of their regular salary for each day. All new Teachers shall be required to attend additional orientation workshops as determined by the Superintendent and Board.

Starting in the 2017-2018 school year there will be four (4) early release days each school year. On these days students will be dismissed one hour and fifteen minutes before the scheduled end of the day. The last early release day of the school year may be used by teachers for end-of-the-year administrative tasks.

6.2 *Teachers' Scheduled Day*

The Teachers' day shall be long enough to fully discharge their responsibilities to the children, the school, and to the District, recognizing that a minimum of a five-hour instructional day must be maintained as is currently constituted. The Teachers' scheduled day will begin fifteen minutes before the scheduled start of the school day for students and end fifteen minutes after the students' dismissal. If the District changes the starting or ending times of the day, it will notify the Association by May 1st of the year before the change.

The Board agrees not to lengthen the Teachers' scheduled day or reduce the weekly planning time of Teachers. The Teachers' planning time during a full week of school is: Grades Pre-K-5: 215 minutes; Middle School: 215 minutes. Each Teacher's planning time will be in no less than fifteen (15) minute increments.

Teachers who are not assigned to a regular classroom shall be used as substitutes only in cases of bona fide emergency no more than seven (7) incidents a year. Each pullout equals one (1) incident. Alternative Learning Center ("ALC") teachers are not subject to these limits, however, the District will abide by state and federal requirements regarding class sizes. Principals will make a reasonable effort to use all available certified support staff on a rotating basis as substitutes.

6.3 *Meetings*

No District or building meetings or activities that include an Association Member are to be held on the first Thursday of the month without the approval of the Association.

Teachers will be required to attend two (2) mandatory meetings a month during the months of September through May, and one mandatory meeting in August that are facilitated by the Principal, Assistant Principal, or other administrator without additional compensation. The first meeting shall be no longer than one (1) hour in length; the second mandatory meeting shall be no longer than one (1) hour in length and shall be used for collaboration only. This does not preclude parent and/or emergency meetings called by the Principal held within the school day. The second meetings shall be scheduled the third Tuesday of every month. Teachers who attend more than two (2) mandatory meetings in a given month shall be paid thirty-three dollars (\$33.00) per hour. The foregoing provisions shall not apply to the following:

Agendas for collaboration meetings will be developed by Building Leadership Teams (“BLT”) consisting of staff members from all grade levels and administration.

Emergency meetings; the first four (4) mandatory evening meetings required by the building administrator, Superintendent, and/or the Board to be determined within the first thirty (30) days of the school year.

Principals will schedule at least one (1) mandatory meeting each month at the beginning of each school year. Other mandatory meetings will be scheduled at least one (1) week in advance. Notice of emergency meetings shall be given with at least two (2) days lead-time, or as soon as practicable.

There shall be no limitations on the scope of the first meeting of each month. Meetings may be either District or School meetings, or both. All Teachers assigned to teach/serve in that respective School must be present, unless excused by the Principal. No Teachers are required to attend a meeting prior to 7:00 a.m. The schedule for these meetings will be announced at the opening year School meetings for the following academic year, subject to change based in the event of an emergency as determined by the Principal.

6.4 Professional Responsibilities

Teachers will be required to attend four (4) school events per year outside the regular school day, two of which will be Open House and Parent-Teacher Conferences/Student Led Conferences. The other two events will be selected by the teacher with the Principal’s approval.

6.5 Workshops

Association Members may request to attend professional conferences, conventions, seminars or workshops of their choice during the academic year. Dates shall be given to Association Members and the Association as to time and place whenever possible. Priority in workshop attendance shall be given to Association Members that did not attend a workshop in the prior school year. Any Association Member who attends a workshop which has been approved by the District on an Emergency School Closing day will not be required to attend the workshop. An Association Member who attends a

workshop on an Emergency School Closing day shall receive an unrestricted personal day.

6.6 *Collection of Money*

The collection and accounting of money from students will not be the responsibility of teachers.

6.7 *Recess and Playground Supervision*

Supervision for recess will be done by administrators and/or non-certified staff. Association Members shall not be required to perform playground supervision during the students' scheduled day or regular bus duty beyond fifteen minutes before or after the students' scheduled day. In the event of emergency which prevents non-certified staff from supervising recess or bus duty, an Association Member may be asked to supervise.

The schedule for middle school lunch supervision will be developed at a 1:45 adult/student ratio.

6.8 *Association Members Facilities*

The Board will make every effort to maintain facilities for Association Members' dining areas, lounges, workrooms, and washrooms. The Association will be notified if the Board intends to eliminate any of the above facilities and will be given an opportunity to make recommendations to the Board before making its decision.

6.9 *Supply Budget*

Teachers will receive an accurate accounting of moneys spent and available in their building supply budgets a minimum of twice per school year; once during the fall semester and once during the spring semester, by April 1.

Principals will provide each teacher with a \$75.00 budget for supplemental classroom supplies at the start of the school year. With the prior approval by the principal, teachers will be allowed to submit receipts for reimbursement for appropriate supplies.

ARTICLE VII - CURRICULUM AND INSTRUCTION

7.1 *Curriculum*

In the event there is contemplated a major change in the Curriculum Guide or in the adoption of basic textbooks, the Association will be given prior notice of such changes at least one month in advance thereof and an opportunity to make recommendations, if any, to the Administration for transmission to the Board prior to the Board making its decision. In addition, the Association may propose such changes to the Administration for transmission to the Board for its consideration. Violation of procedures outlined herein may constitute grounds for a grievance, but the final decision of the Board shall not be grievable.

Teachers will not be required to write curriculum after the teacher work day without compensation. Teachers may be required to write curriculum without additional compensation during the teacher work day provided it is done collaboratively.

7.2 *Instructional*

In the event of any significant change in the instructional program, the Association will be given thirty (30) days prior notice of such proposed changes whenever possible and an opportunity to make recommendations, if any, to the Board prior to the Board making its decision, unless the emergency nature of the subject matter prevents such recommendations from being considered.

7.3 *Student Groupings*

Teachers shall notify in writing their Principals as to their recommended grouping of students for instructional purposes during the school year, as well as changes in such groupings of students if the need for a change arises after the start of the school year. The Principal shall make the final decision as to such groupings; provided, however, if their Principal rejects the Teachers' recommendations, the Principal shall, upon request, state in writing the reasons for such rejection, and further, upon request, shall discuss the matter with the Teachers.

7.4 *Scheduling: Self-contained Classroom*

Subject to the Principal's approval, an individual Teacher in a self-contained classroom shall have the right to teach subjects at a time he/she selects in a daily schedule that is consistent with the best interests of the students, the total educational program and reflects the District's scheduling of Special Teachers.

7.5 *Split Grades*

Efforts will be made where practicable to offer a rotation in split grade assignments. A Teacher who receives a split grade assignment for a school year will be offered a single grade assignment the following school year. No additional compensation will be paid for such teaching assignments. In an unusual circumstance where a rotation of split classes has not been possible, the Teacher and Principal may apply for assistance to the Superintendent. This assistance should be in the form of one (1) hour of additional paraprofessional time per student per day, if the class size exceeds thirty (30).

7.6 *Special Programs*

The Classroom Teacher and the Special Teacher shall be jointly responsible for the continuity of the special program, subject to the discretion of the Principal.

7.7 *Class Size*

Class size shall be the responsibility of the Board. However, the Association after the first week of school in the fall may, upon request, review class enrollments. The Association may question or make recommendations as to class size. The Superintendent or other designated District administrator(s) will thereafter meet with Association representatives to respond to the Association in an attempt to resolve such matters. A Teacher may also call to the Principal's attention a question or recommendation as to that Teacher's class size. If the Teacher's recommendation is in writing, the Principal will, after a review with the District office, respond to the Teacher in writing, with a copy being sent to the Superintendent.

For every student above thirty (30) in a Teacher's homeroom and/or classroom, the Teacher will receive one (1) hour of paraprofessional time per student per day.

Following the first five (5) student attendance days of each school year, students in grades K-1 shall not be transferred solely for the purposes of balancing class sizes.

If the number of students in a Teacher's homeroom and/or classroom decreases to thirty (30) or below, the paraprofessional time to which that class is entitled shall remain in effect for at least five (5) school days after the decrease in enrollment.

7.8 *Mentor Program*

The Board will provide a mentor program for Teachers who are new to the profession (i.e., 0-2 years teaching experience), as required by law and as approved by the Illinois State Board of Education. The Board also will provide a buddy mentor program for Teachers with more than two (2) years of teaching experience who are new to the District. The Board shall determine the content of both programs.

A Teacher new to the profession will be assigned a mentor during the first (and, if desired by the new Teacher or required by the program) second year of employment. The mentor

Teacher will be selected from among the tenured Teachers who hold a standard license and who are in the School to which the new Teacher is assigned, whenever possible.

During the first year of employment, a Teacher with more than two (2) years of teaching experience will be assigned a buddy mentor who is a tenured Teacher holding a standard license. The buddy mentor Teacher will be selected from among the tenured Teachers who hold a standard license and who are in the School to which the Teacher who is new to the District is assigned, whenever possible.

A qualified tenured Teacher who seeks to volunteer as a mentor or a buddy mentor for the next school year should notify his/her Principal in writing prior to the last day of the current school year. Selection of the mentor/buddy mentor is at the discretion of the Principal. Priority shall be given to tenured Teachers who have not previously served as a mentor.

Mentors for Teachers who are new to the profession and in their first year of the mentor program shall receive \$500 per assigned mentee. Upon satisfactory completion of the requirements for being a mentor/buddy mentor, mentors for Teachers who are new to the profession and in their second year of the mentor program shall receive \$375 per assigned mentee. A buddy mentor for a Teacher new to the District with more than two (2) years of teaching experience shall receive a stipend of \$100 per assigned mentee. Stipends for mentors will be paid out in one payment at the end of the school year.

ARTICLE VIII - EVALUATION

It is agreed by the Board and the Association that for the purposes of this Article only procedural matters will be grievable. Content and/or ratings are not grievable.

Procedural matters are as follows: 1) deadlines and time frames, 2) sequential events in the evaluation, and 3) number and duration of observations.

Content includes: 1) areas of judgment or interpretation by the administrator, 2) statements made on the evaluation forms, 3) ratings given to the evaluatee, and 4) number of informal observations by the administrator.

8.1 Purpose

The primary purpose of evaluation is the improvement of instruction. The system is based on Teachers and administrators working together in the process of continual improvement of teaching and learning.

8.2 Orientation

By September 15, the Principal shall conduct a workshop so as to inform each Teacher with the evaluation procedures, standards, and instrument to be used as well as who will observe and evaluate his/her performance. No evaluation shall take place until such orientation has taken place. New hires who are employed after the beginning of the school year and before March 1 will receive an orientation conference within fifteen (15) working days.

8.3 Frequency of Evaluations

Non-tenured Teachers shall be evaluated yearly.

Tenured Teachers will be evaluated no less than once every two years. In case of a "Needs Improvement" rating, a tenured teacher will be placed on a Professional Development Plan. In case of an unsatisfactory rating, a tenured Teacher will be placed on a remediation plan.

8.4 Evaluation Procedures

A. Pre-observation Conference

A conference shall be held as close as possible before each formal classroom observation in order to discuss plan for the lesson to be observed. The handbook form will be completed and submitted to the evaluator at least one (1) day prior to the conference. An attempt will be made to mutually establish the date and time for the pre-observation conference within five (5) days of the observation.

B. Formal Classroom Observation

For each non-tenured teacher, a minimum of three (3) observations shall be required each school year, of which at least two (2) must be formal observations. For each tenured teacher who received a “needs improvement” or “unsatisfactory” performance evaluation rating in his or her last performance evaluation, a minimum of three (3) observations shall be required in the school year immediately following the year in which the “needs improvement” or “unsatisfactory” rating was assigned, of which at least two (2) must be formal observations. For each tenured teacher who received either an “excellent” or “proficient” performance evaluation rating in his or her last performance evaluation, a minimum of two (2) observations are required during the cycle in which the current evaluation is conducted, at least one (1) of which must be a formal observation.

Formal observations should be preceded by a pre-conference, and followed by a post-conference.

All formal observations should follow the guidelines of the pre-tenured appraisal system.

C. Post-Observation Conference

Within ten (10) days of the observation, a conference will be held to discuss the data collected. A copy of the post-observation report will be given to the Teacher during the conference.

D. Informal Classroom Observation for Tenured Teachers

An informal observation may occur at the request of the Teacher as per the current evaluation plan.

E. Supporting Data and Input

Work samples (worksheets, graded papers, test results, or any other appropriate materials) may be used for evaluation purposes. Informal classroom observation may be held at the discretion of the evaluator who will provide written feedback to the teacher within five (5) school days. Parent feedback may be used by either party. The supervision/evaluation process is ongoing. An appraisal file is created during the formative steps of the cycle. Information in the appraisal file is there to be shared. Both evaluator and evaluatee can put information into this appraisal file.

F. Summative Evaluation

The evaluator will complete a summative evaluation report summarizing and synthesizing his/her judgment relative to the data collected using the professional competency domains. A conference to discuss the report will be held by March 1 for non-tenured Teachers, and May 15 for all others. A copy of the report will be given to the Teacher at least one (1) day prior to the conference.

G. File

A copy of the summative evaluation report shall be placed in the Teacher's personnel file. The Teacher shall sign the report to acknowledge that the contents have been discussed.

H. Professional Development Plan Following Rating a Tenured Teacher “Needs Improvement”

Within thirty (30) school days after completion of an evaluation rating of a tenured teacher as “Needs Improvement” (or if the “Needs Improvement” rating was given less than thirty (30) school days before the end of the year, by the end of the school year), the District will develop a Professional Development Plan (PDP). The District will develop the PDP in consultation with the teacher and will take into account the teacher’s on-going professional responsibilities including his or her teaching assignments. The PDP will be directed to the area(s) that need improvement and will identify and specify any support(s) that the District will provide to address the area(s) identified as needing improvement.

A tenured teacher who has received a “Needs Improvement” or “Unsatisfactory” rating will be evaluated in the next school year.

8.5 *Right to Respond*

Within ten (10) days following the summative evaluation report conference, a Teacher may submit additional written comments to the report if he/she desires. A copy of this response shall be given to the evaluator, who will sign the response acknowledging that it has been read. Any response shall be attached to the report placed in the Teacher's personnel file.

8.6 *Consulting Teacher*

Should a tenured Teacher receive an unsatisfactory rating on the summative evaluation, the provisions of *The Illinois School Code*, Section 24A-5, (105 ILCS 5/24A-5), or such other section of *The Illinois School Code* that is applicable to the evaluation of certified employees in the event *The Illinois School Code* is amended, shall be adhered to. If and when a consulting Teacher is needed, the Board and the Association shall immediately

commence negotiations with regard to training, release time and compensation for the consulting Teacher.

8.7 *Evaluation Form*

In the event there is a change in the present Teacher Evaluation Form, the Association will be given prior notice of such changes and an opportunity to make recommendations, if any, through an Association selected committee working with the Stakeholders/or a subcommittee thereof.

8.8 *Teacher Input: Administrative Performance*

Principals will distribute a uniform evaluation form to receive input on building level administrative performance each year. Results will be shared with the building staff and Superintendent and discussed with the building staff.

8.9 *Compliance with SB7 and PERA*

To the extent any provision of this Agreement conflicts with *The Illinois School Code*, the provisions of *The Illinois School Code* shall prevail.

ARTICLE IX - TEACHER PROTECTION

9.1 *Employer Hearings/Employee Rights*

When any Teacher is required to appear before an administrator or the Board concerning any matter which is disciplinary in nature or which could adversely affect the continuation of his/her position of employment, or his/her salary or benefits, 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. The Teacher's right to such representation does not apply to regular evaluation conferences or informal, impromptu meetings and/or conversations relative to regular daily performance.

9.2 *Parent Complaints*

If the Principal receives a complaint from a parent which he/she deems to have an impact upon the evaluation of a Teacher, the Principal shall discuss the complaint with the Teacher as soon as possible but not more than five (5) days following the day the complaint was received. The Teacher shall be notified of the name of the complainant and the nature of the complaint.

If a parent or guardian brings a complaint about a teacher to the Principal, when appropriate the Principal will suggest that the parent or guardian bring their concerns directly to the teacher.

If the issue has not been mutually resolved, the Teacher may request a conference be held to seek resolution of the problem with the parent and the Principal.

Should the District Administration or the Board receive a complaint involving a Teacher, if appropriate, the parent will be directed to voice the complaint at the building level.

No disciplinary action will be initiated against the Teacher, nor will any documents regarding the complaint be placed in a Teacher's personnel file until resolution of the complaint has been attempted.

9.3 *School Climate (Student Discipline) Committee*

The District's School Climate (Student Discipline) Committee will be convened at least once every school year to review and to develop recommended changes to the District's Student Discipline Code and Procedures.

9.4 *Employee Discipline*

A. Non-Tenured Teachers

A non-tenured Teacher may be disciplined or discharged at any time using due process procedures.

B. Tenured Teachers

1. Rules and regulations governing employee conduct shall be made known to the employee. Employee discipline shall be enforced using progressive discipline.
2. Any discipline of any employee shall be preceded by an investigatory conference with the employee by the appropriate administrator prior to taking any action. Should disciplinary action likely occur at a conference, the employee shall be advised immediately of that possibility and be advised of the right of representation under Article IX, Section 1 of this Agreement.
3. Discipline includes written warnings, reprimands and suspensions. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be given to the employee. In the event of a serious incident, the Superintendent may immediately suspend an employee with pay pending the investigation or resolution of the incident.
4. Evidence not previously shared with the teacher shall not be used by the Board as a basis for discipline.
5. Teachers who are required to appear before an administrator or the Board concerning any matter which is disciplinary in nature shall be informed of the right to have a representative of the Association present to advise and represent him/her during such meeting or interview.
6. The District agrees to apply its rules, regulations and policies in a fair and equitable manner.

9.5 *Teacher Personnel Files*

- A. The District shall maintain a personnel file for each teacher. In addition, the District shall maintain each Teacher's medical/health information in a separate confidential file, referred to as the "medical file," which shall be considered part of the Teacher's personnel file for purposes of this Section. Each Teacher shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of District office staff. A representative of

the Association, at the Teacher's request, may accompany the Teacher in this review.

B. Each Teacher's personnel file, other than the medical file, shall contain the following information at a minimum:

1. Copies of annual contracts and notification of re-employment.
2. Teacher evaluation reports and supportive data used as a basis for discipline, re-employment, demotion, promotion, assignment, transfer, or education advancement.

These reports and documents may be placed in the Teacher's personnel file, and the Teacher will be notified in writing and given an opportunity to place a written response to this material in this file. All responses to materials in a Teacher's personnel file shall be accomplished within thirty (30) days of notification.

These reports and documents will be reviewed if requested by the Teacher, and if the administrator and the Teacher mutually agree, the material will be removed. Request for review will be permitted twice a year.

Confidential credentials, references, etc., which originate outside of the District, shall not be available to the Teacher.

3. Notice to Remedy. Once a teacher satisfactorily completes the requirements of a Notice to Remedy and has not demonstrated any of the behaviors/actions that were outlined in the Notice to Remedy for a period of two (2) years, the teacher may request said Notice be expunged from their personnel file.

C. Each Teacher's medical/health information will be maintained in the medical file pursuant to the requirements of applicable law, including but not limited to the following:

1. Most recent TB report, when required by the Board and/or State law.
2. Required medical information
3. Any other medical/health information submitted by the Teacher to the District.

9.6 *Voluntary Extracurricular Activity Participation*

Failure to participate in voluntary extra-curricular after-school activities shall not be written into a Teacher's evaluation, shall not cause a Teacher to lose tenure or prevent a Teacher from being granted tenure or be rejected for a promotion, or be terminated from the District's employ.

9.7 *Health and Safety*

The District and the Association are jointly committed to providing quality educational programs in a warm, open, supportive environment which protects the safety and security of all students and staff. Any case of assault, verbal or physical, suffered by a teacher shall be reported in writing by the teacher to the immediate supervisor and Association President. The President of the Association or designee may discuss the situation with the Superintendent or Human Resources Director.

If an employee is absent and unable to work because of physical injury resulting from an assault/battery by a student, with a physician's verification, the employee shall suffer no loss of wages or of sick or personal leave for the first three (3) days of the absence.

ARTICLE X - VACANCIES, TRANSFERS, PROMOTIONS

10.1 Specifications for Staff Openings

All open positions shall be announced and posted as soon as they are known and prior to the filling of the position. This will include positions of a short-term nature whereby employment of a bargaining unit member is a possibility as determined by the Superintendent.

Specification for staff openings will be carefully drawn and scrupulously observed in the selection process. Where possible, the Board will encourage promotion from within the organization; the Board will encourage applications from outside the District. Selection will be made on the basis of competency only. Current staff shall be given consideration by application. The District will post electronically all open teaching and administrative positions. Positions will be posted for internal application for a period of five (5) days unless an emergency position must be filled before the District can commence an interview process. Pursuant to Section 10.2 below, voluntary transfer requests shall be considered prior to finalization of the succeeding year's staff array. Positions still vacant after the staff array shall be immediately posted. Voluntary transfer requests will again be accepted. The Personnel Department will send an updated list of all open positions to each building on a monthly basis.

10.2 Teacher Transfers - Voluntary

Should a Teacher desire a change from his/her current assignment, electronic application shall be submitted to the Principal and the Human Resources Department where the vacancy exists by May 1 or later upon mutual agreement on a form supplied by the District. The applicant shall be given the opportunity to interview at the building where a vacancy is known.

Consideration shall be given to an applicant's educational background and experience, District characteristics desired in the job available, aspirations of the applicant, and quality of the Teachers available. Seniority may not be considered as a factor, unless all other factors are determined by the School District to be equal. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under this Agreement's grievance procedures. (See Section 5/24-1.5 of *The Illinois School Code*.)

10.3 Teacher Transfers - Involuntary

Although Teachers may be involuntarily transferred, the administration will seek the Teacher's consent. In the event that the Teacher does not consent, the Superintendent or his/her designee shall notify that Teacher in writing as to the reason(s) for the transfer prior to the transfer. Teachers who continue to object to such transfer may notify the Superintendent or his/her designee and discuss their objections with him/her. Teachers generally will be notified of any changes in assignment prior to May 1, except the District

reserves the right to change assignments after that date. In the case of involuntary transfer(s) necessitated by a reduction in staff, school closing, program elimination, or other reduced staffing needs, the District shall first seek volunteers. If a teacher is involuntarily transferred he or she shall not be required to complete the application process. If a currently employed District teacher is assigned to a different building for the upcoming school year, the teacher will be paid up to three (3) hours (at the agreed upon hourly rate) of compensation. The teacher will provide the Principal with timesheets for the work performed up to three (3) hours.

ARTICLE XI - STAFF REDUCTION

11.1 Job Security

The District agrees that it will maintain a full-time equivalent teaching staff of at least 185 for the duration of this Agreement.

11.2 Seniority List

By January 1, Teachers are responsible for providing the District with copies of additional certificates and official transcripts for recognition on the seniority list.

By February 1, the District shall forward to the Association President a copy of the seniority list. Copies shall also be posted in all buildings. Seniority shall be defined as length of continuous service from date of hire or the date the employee actually began rendering service, whichever date is earliest. New Teacher orientation day is not considered a day of employment for seniority purposes. Seniority date ties will be drawn by lot.

Any revisions of the seniority list shall be furnished regularly to the Association.

If a Teacher disagrees with the information on the seniority list, he/she may request a meeting with the Superintendent or designee within ten (10) days of the posting of the list.

11.3 Association Notification

Prior to the Administration making any official recommendation for reduction of full-time teachers due to a decrease in the District's enrollment and/or in specific programs, the discontinuance of a specific service or program, or a decrease in revenue from the previous fiscal year, the Administration will notify the Association concerning the anticipated recommendations. The Administration will discuss possible alternatives with the Association if such meeting is requested by the Association within ten days of being notified of the recommendations.

11.4 Reduction in Staff - Notice

When it is necessary to reduce the full-time certificated staff, the District will comply with the requirements of *The Illinois School Code*.

11.5 Exclusions

This Article excludes consideration of Teachers assigned to summer school, evening programs, or any other temporary position.

11.6 RIF'd Teachers - Substitute List

All tenured Teachers affected by a reduction in staff will be given priority consideration on the District's substitute list.

11.7 Recall Rights

Any Teacher who has been honorably dismissed pursuant to this Article shall have recall rights pursuant to the requirements of *The Illinois School Code*. (Teachers laid off from groupings 1 and 2 are not eligible for recall.)

- A. Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next school term following the Teacher's lay-off.
- B. Teachers are responsible to inform the Superintendent or designee of any changes in address, phone number, or qualifications after the date of their termination.
- C. Recalled Teachers shall have the accumulated (non-reimbursed) sick leave, salary schedule position, and seniority they had when honorably dismissed.
- D. Notice will be sent to the last known e-mail, home address, and emergency contact number on file with the District. The Teacher must give written response postmarked within ten (10) days of the issuance of the notice of vacancy. Failure to notify the Superintendent or designee of acceptance shall constitute rejection of the offer of employment.

ARTICLE XII - LEAVES

12.1 *Sick Leave*

The provisions of *The Illinois School Code* will be observed regarding sick leave for Association Members. Sick leave will be interpreted to mean allowable absence because of personal illness, quarantine at home and serious illness or death in the immediate family or household.

1. Immediate family or household is defined as follows: spouse, parents, children, spouses of children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and/or any designated person sharing the Association Members' residence on a permanent basis, and partners in a civil union under Illinois law.

Each Association Member must provide a physician's statement as a basis for pay:

1. During leave after an absence in excess of three (3) consecutive school days for a personal illness;
2. After an absence of more than two (2) consecutive school days for serious illness in the immediate family or household; or
3. As may be deemed necessary by the Superintendent in other cases.

Association Members shall be granted sick leave in the amount of thirteen (13) days at full pay during each school year. Unused sick leave may accumulate unlimited from school year to school year. Annually, each Association Member will be personally supplied with an accounting of accumulated sick leave. The maximum paid sick leave in a given school year shall be reduced by the amount of paid personal leave taken under the next provision of this Agreement.

Members hired after the start of the school year will be granted sick leave on a pro-rated basis. Members shall neither receive nor accumulate sick leave days during unpaid leaves of absence.

An Association Member may, in writing, request from the District office a written accounting of his accumulated sick leave.

12.2 *Personal Leave*

Upon written request of an Association Member, three (3) paid days of personal leave shall be granted for personal and compelling reasons, not including vacations, shopping, recreation, employment, and related situations, but the maximum amount of paid sick leave during the life of this Agreement shall be reduced accordingly. Unused personal days are not lost but shall accrue as sick leave. Such requests for paid personal leave must be made at least two days in advance of the desired time of such leave. Failure to comply with this advance request and to secure approval will bring full salary deduction

and will be construed as unprofessional conduct. Special consideration may be given to requests upon shorter notice which are proven to be extremely emergency in nature. The three (3) days of paid personal leave are not to be used in part or in whole concurrently with an illness to circumvent the requirement for a physician's statement after three (3) days of personal illness.

If a ten percent (10%) reduction in the total use of personal days occurs from Association membership, the Board will provide a \$100.00 savings bond for Association Members with perfect attendance and a fifty dollar (\$50.00) savings bond for Association Members who only miss one (1) day of work.

12.3 *Bereavement Leave*

Association Members shall be granted up to three (3) days leave with pay per occurrence and as necessary for a death in the immediate family as defined in Section 12.1 of this Agreement. The first three (3) days so used shall be treated as non-accumulating bereavement leave, upon presentation of an obituary or other suitable proof of the deceased's relationship to the Association Member. If such proof is not presented, the first three (3) days so used will be deducted from accumulated sick leave. All other days taken as bereavement leave shall be deducted from accumulated sick leave. If no accumulated sick leave is available, approved bereavement leave that would otherwise be deducted from accumulated sick leave shall be without pay. Upon request, the Superintendent may approve an extended period of bereavement leave pursuant to this Agreement.

12.4 *Parental Leave*

Parental leave as covered by this Agreement shall be granted without pay and Board-paid fringe benefits only to tenured Teachers. Seniority does not accrue while a Teacher is on parental leave.

A Teacher desiring such leave shall make application, in writing, to the Superintendent indicating which of the following options is desired:

- A.** A parental leave commencing during the first semester shall end at the end of the fiscal year.
- B.** A parental leave commencing during the second semester shall end at the end of the fiscal year, and the Teacher shall be granted the following semester as a leave of absence, if so requested.
- C.** A parental leave of one semester's duration.

Parental leave is available for the birth or adoption of a child, or for a pregnancy-related disability. Parental leave for an adoption commences upon the adoption of the child. Nothing herein shall be construed as to prevent a Teacher from using sick leave during the time of pregnancy-related disability.

A statement from the Teacher's doctor, or a doctor of the Board's choice if the Board so desires, may be required to establish the Teacher's ability to perform or resume her duties.

If, at the end of a tenured Teacher's parental leave, the position he/she left is open, he/she may return to that position. If the position he/she left is filled or discontinued, he/she shall be placed in an available position within his/her area of certification.

12.5 Prolonged Leave of Absence

The Board, in its sole discretion, shall grant a leave of absence to a Teacher for one (1) school year, without pay and Board-paid fringe benefits, for the purpose of advanced study, alternative employment, service in a state or national public office, rest and recuperation, or cultural travel. To be eligible, the Teacher must have five (5) or more years of full-time continuous service to the District. Application for such leave shall be submitted in writing to the Superintendent on or before March 1 of the calendar year in which the leave is to commence. If more than two (2) Teachers apply for the extended leave in the same year, the leave will be granted on the basis of seniority. Seniority does not accrue while a Teacher is on an extended leave of absence. Upon return to the District, the Teacher will be placed on the salary schedule in the next position. (Example: A Teacher granted leave at the end of the eighth year will be placed on the ninth step upon return).

12.6 Sabbatical Leave

Sabbatical leave(s) may be granted in accordance with provisions set forth in *The Illinois School Code* of Illinois (105-ILCS 5/24-6.1). Request for such leave must be submitted to the Superintendent by March 1 in the year prior to the one during which the proposed sabbatical leave is to begin. Applicants will be notified of the Board's decision by May 1. No application will be held over for the following year. If a Teacher applies and is not accepted, another application may be made the following year.

12.7 Jury Leave

The District shall pay the regular wage to Association Members called to serve on jury duty provided he/she provides the District with a receipt or other evidence of having served. The Association Member shall also be allowed to retain any jury duty pay received.

12.8 Leave of Absence - Intention to Return

Any Teacher granted a leave of absence shall agree as a condition of such leave to advise the Superintendent or designee in writing of intention to return to full-time employment in the District sixty (60) days prior to the expiration date of a first semester leave and no

later than March 1 of the last year of any other leave. Failure of a Teacher to notify the District of intention to return shall be treated as a resignation.

12.9 Family and Medical Leave Act

Association Members shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"), except for such further rights as provided in this Section 12.10. The Association recognizes that the District posts in each school building notices of Association members' rights under the FMLA, as amended, and that such notices may be changed from time to time. The Association agrees that these postings shall fully provide Association members with notice of their FMLA rights as required by applicable law. This Section 12.9 shall not be subject to the Grievance Procedure contained in this Agreement.

Association Members are entitled to leave according to the terms of the FMLA subject to the following provisions:

A. Definitions - As used in this Section:

1. "Eligible Association Member" means an Association Member who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave. For purposes of determining hours of service for eligibility purposes, the number of days of service reported to TRS shall be multiplied by seven (7) hours per day.
2. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term "equivalent position" shall mean any position for which an eligible Teacher is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by the eligible Teacher prior to being granted a leave under this Section.
4. Other terms shall be defined as defined in the FMLA Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Purposes

Eligible Association Members shall be granted a total of twelve (12) work weeks of unpaid leave during any academic year for one or more of the following reasons:

1. The birth of a child.

2. The adoption of a child or the placement of a foster child
3. To care for a spouse, son, daughter, parent, or domestic partner (as defined by Section 12.1 of this Agreement) who has a serious health condition.
4. A serious health condition that makes the Association Member unable to perform his/her job.

C. Duration

Leaves requested for the purposes listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible Association Member. An Association Member's use of unpaid leave under another section of this Article XII for one of the purposes set forth above shall also be considered as a leave under this section and shall be counted against the foregoing twelve (12) week period.

The Board may require Teachers with less than thirty (30) years of service credit with the TRS to use all but fifteen (15) available paid sick leave days and/or personal leave days during the period of a leave taken under the FMLA, unless the Teacher elects to use said available days. Teachers with thirty (30) or more years of service credit with TRS may, but shall not be required to, use available paid sick leave and/or personal leave days during the period of a leave taken under the FMLA.

D. Notification

In any case in which the necessity for leave under sub-paragraphs B.1 or B.2 is based upon an expected birth or placement, the eligible Association Member shall provide the Superintendent at least sixty (60) days' notice before the date the leave is to begin, of the Association Member's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said Association Member shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph B.3 or B.4 is based upon illness or a serious health condition, the eligible Association Member shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible Association Member shall provide the Superintendent with not less than sixty (60) days' notice before the date the leave is to begin, of the Association Member's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the Association Member shall provide as early a notice as practicable.

E. Continuation of Health Insurance

The Board shall maintain health care coverage for the duration of the FMLA leave at the same level and under the same conditions that existed at the time of the commencement of the leave.

F. End of Academic Term

If an eligible Teacher begins leave:

1. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term.
2. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term.
3. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

The provision of Section E shall apply during any required extension of the leave.

G. Repealer

In the event the FMLA is repealed, then this Section 12.10 shall, as of the date of repeal, no longer be in force and effect.

12.10 Military Leave

The District will grant military leave in accordance with the current laws that govern military leave.

ARTICLE XIII - SICK LEAVE BANK

13.1 Participation

The Board, in cooperation with the Association, shall establish a Sick Leave Bank. All full-time Association Members will participate in the Bank.

13.2 Administration of Bank

The Board shall administer the Bank through the Administrator for Business Services.

A statement of account activity from the previous school year, including days contributed, days used, and a balance for the current school year, shall be furnished to the Association President by October 1st.

13.3 Donation of Days

Each newly-hired Association Member shall donate one (1) day of his/her sick leave to the Bank no later than October 1 of the school year or within ten (10) school days of entering upon employment with the District. The Board will, in turn, donate one (1) day for each newly-hired Association Member.

13.4 Intent of Bank

The intent of this Bank is to provide additional financial protection for those Association Members who incur a period of prolonged illness or hospitalization. The Bank shall not be applicable to any Association Member during any leave of absence. It is the intent of both parties to strive to retain good attendance in the District, and the Board retains the right to re-examine the Bank if the absence rate goes above the average of six (6) absences per Association Member each year.

13.5 Procedure to Use/Withdraw Days

An Association Member may withdraw days from the Bank under the following circumstances:

- A.** The Association Member's own accumulated and accrued sick leave has been totally depleted.
- B.** Association Members will become eligible for the Bank according to the following interval schedule:

Number of sick days at beginning of Year	Interval
50 or more days	0 days
20-49 days	10 days
0-19 days	20 days

Insurance benefits shall continue during any interval period.

- C. A doctor's written verification of illness must be presented to the Board for review prior to any days being used from the Bank.
- D. The maximum number of days which may be withdrawn by an Association Member shall be twenty-five (25) or until the end of the school term whichever is less. Subsequent requests for an additional twenty-five (25) days or more may be used upon securing the approval of the Board, upon recommendation of the Superintendent and Administrator for Business Services.

13.6 Accumulation of Days

Days contributed to the Bank which have not been withdrawn in accordance with the administrative procedures established by the Board shall remain in the Bank for use in the succeeding school year.

13.7 Retention of Days Withdrawn

The Association Member receiving days from the Bank shall not be required to pay back the number of days obtained from it.

13.8 Limits

When the Bank has accumulated 1500 days, no days will be contributed by the Association Members until the total days in the Bank are decreased to 999. When the Bank has been depleted to 999 days, one (1) day will be contributed by each Association Member at the beginning of the next school year and each school year until the total reaches 1500 days.

13.9 Procedures to Acquire Additional Days

If the Bank shall ever become depleted, the Board may request that all Association Members donate an additional day to the Bank. Refusal to contribute shall constitute a withdrawal from the Bank for the school year in which the request is made.

13.10 Sick Leave Bank Procedures

Sick Leave Bank procedures will be posted on the District website.

13.11 Sick Leave Bank Committee

The parties hereby agree that a joint committee of not more than three (3) officers of the Association, a Principal, and the Superintendent or his/her designee shall form a joint committee to act in an advisory capacity to the Board, to make recommendations to the Board as to those full-time Association Members who are to be recipients of the Bank's allotments. Nothing contained herein shall diminish the authority of the Board to be the final authority, determining body, and administrator of the Bank. The granting of any withdrawal from the Bank shall be without precedent and shall be granted on a case-by-case basis.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 *General Principles*

The purpose of the following Grievance Procedure shall be to settle equitably at the lowest possible administrative level issues that may arise from time to time with respect to matters specifically provided for in this Agreement. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the Procedure. The Board also agrees to make available to any aggrieved Association Member and the Association all data not privileged under law which is within the possession of the Board and which directly bears on the issues raised by the Grievance.

While a Grievance Procedure is herein set forth describing the process for the handling of grievances in which Association Members desire representation by the Association, nothing herein shall be construed to bar an individual from handling his/her own grievance case or from designating an individual representative to proceed on his/her behalf, but he may not be represented by a representative or officer of a teacher organization other than the Association. If a grievant wishes to have a representative other than an Association representative, the Association shall have the right to have a representative present to present the Association position. The disposition of any Grievance, by whomever processed or however far processed, shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board and the Association shall otherwise agree in writing.

14.2 *Definitions*

A "Grievance" is hereby defined to mean a complaint by an Association Member or a group of Association Members that there has been an alleged violation, misapplication or misinterpretation of the terms of this Agreement.

14.3 *Time Limits*

All time limits shall consist of school days.

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

Failure of a grievant to act on a Grievance within the prescribed time limits will act as a ban to any further appeal and the administration's failure to render a response within prescribed time limits shall permit the grievant to advance the Grievance to the next step. The time limits, however, may be extended by mutual agreement.

In the event a Grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

14.4 Procedure

- Step 1 - Either alone or with a representative, the Association Member shall speak to his/her Principal/immediate supervisor concerning the alleged problem before putting it in writing. This is the verbal stage and shall be handled within ten (10) days following the occurrence of the event giving rise to the Grievance, or when the Association Member should have been aware of the event giving rise to the Grievance, but in no event shall a Grievance be filed more than thirty (30) days after the occurrence of the event giving rise to the Grievance.
- Step 2 - If the verbal response and/or conversation is not satisfactory, the alleged Grievance should be reduced to writing and shall be submitted within seven (7) days of the Step 1 meeting to the Principal/immediate supervisor. Should either party request, a conference shall be arranged at a mutually agreeable time within five (5) days of the Principal/immediate supervisor's receipt of the written Grievance to discuss the same. A written response, including reason(s) from the Principal/immediate supervisor will be given within ten (10) days from the date of submission or five (5) days from the date of conference, whichever is later.
- Step 3 - If the matter is still unresolved, it may within seven (7) days of the receipt of the Step 2 response, be appealed to the Superintendent. A written response, including reason(s), will be given within fifteen (15) days of receipt by the Superintendent. A conference with the Grievant and his/her representative(s) shall be held during this period if so requested by either party.
- Step 4 - If the matter is still unresolved, it may within fifteen (15) days of the Step 3 response, be appealed to the Board by notifying the Superintendent in writing of this request within the time frame. The Superintendent will schedule the Grievance for consideration by the Board at a properly scheduled meeting within thirty (30) days. At this meeting, the Association will be given an opportunity to make a presentation. The Board will provide a written response to the Grievance within fifteen (15) days following the meeting at which the Grievance is considered.
- Step 5 - If the Association is not satisfied with the Board's response, a request may be made in writing for impartial binding arbitration within thirty

(30) days of the Step 4 response. If within ten (10) days, the parties cannot agree upon an impartial arbitrator, then the services of the American Arbitration Association will be used and costs shared equally by the Board and Association.

Neither party to the Grievance will be permitted to assert grounds not previously asserted before the Superintendent. The arbitrator shall have no power to alter the terms of this Agreement, nor make any award void or prohibited by law, statutory or decisional. Should either party request a transcript of the arbitration proceeding, that party will bear the cost of the transcript.

14.5 Association Grievances

The Association has the right to initiate or appeal a Grievance. Such Grievance shall be initiated with the appropriate Principal, or where proper, with the Superintendent. When such Grievance is appropriately filed by the Association, earlier steps of the Grievance Procedure shall be unnecessary, but in all other respects the Grievance Procedures above described shall be applicable, and a Grievance must be presented within the time limits set forth in Step 1. Association Grievances shall be discussed only with the Association representatives, provided that the administration shall have the right to gather information from Association Members to properly answer or resolve such Grievances. Upon request, an Association Member may have an Association representative present in such information gathering meetings.

14.6 Bypass to Superintendent

If the grievant and the Superintendent agree, Step 2 of this Grievance Procedure may be bypassed and the Grievance brought directly to Step 3.

14.7 Release Time

Hearings and conferences conducted under this Article shall, as reasonably as possible, be conducted at a mutually convenient time and place and, insofar as possible, after regular school hours or during non-working times. When a hearing or conference regarding a Grievance is scheduled during regular school hours the grievant, representative of the Association, and required witnesses may be released as necessary on a non-precedential basis without loss of pay or benefits.

14.8 Grievance Withdrawal

A Grievance may be withdrawn or settled at any level without establishing precedent.

14.9 General Provisions as to Grievances and Arbitration

The grievance and arbitration procedures of this Agreement shall not apply to any matter as to where (1) a method of review of Board action is now or hereafter may be prescribed by law, any resolution, rule, or regulation having the force and effect of law, or (2) a legal remedy for recovery, restitution, or compensation, or for other legal right is available under existing law, or under any resolution, rule or regulation having the force and effect of law, or (3) the Board is without authority to act.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his/her rights under *The Illinois School Code* or any other applicable law, or resolutions, rules, or regulations having the force and effect of law.

ARTICLE XV - PROFESSIONAL GROWTH

15.1 *Professional Growth*

Additional approved coursework certified by an accredited institution may be secured by Teachers and shall be credited toward salary increases in the following ways:

- A. College and university summer courses.
- B. Correspondence courses, including internet courses, with accredited colleges.
- C. Extension courses by approved colleges.

Teachers contemplating additional coursework for advancement on the salary schedule shall submit in writing a statement concerning courses under consideration and shall receive approval of the Superintendent, or designee, in advance of the enrollment. A form for this request shall be available from the Building Office.

Credit on the salary schedule for the current year and retroactive pay to the beginning of the school year will be made if the official transcript is received prior to October 30; payment will be made by the second pay period in November. It is the responsibility of the Teacher to follow-up on the delivery of this transcript.

Increments will be allowed as set forth on the salary schedule for hours of graduate work up to twenty-four (24) hours. Beyond this, the Teacher shall have obtained a Master's degree from an accredited college or university. Teachers holding a Master's degree will receive increments for additional approved hours of credit as set forth on the salary schedule.

The criteria for advanced credit shall include at least one of the following:

- A. The course shall be part of his/her university-approved advanced degree program. A copy of the approved program leading to an advanced degree signed by the Dean of the School is to be provided to the administration; or
- B. The graduate courses shall provide professional improvement in the area of the Teacher's major or teaching assignment, or additional certification.

Only official transcripts certifying satisfactory completion of the course shall be accepted.

When the District provides professional development, it must clearly stipulate if it is paid or not.

15.2 GCN Trainings

Teachers are required to complete trainings as mandated or recommended by South Cook Intermediate Center, GCN, or the District's legal consultants. Teachers will be given a list of such trainings by September 1st, and be given until October 31st to complete such trainings.

15.3 Salary Schedule Advancement

No Teacher may apply coursework completed prior to the date that he or she received his or her Master's degree for advancement beyond the Master's lane of the salary schedule. No Teacher may advance beyond the Master's lane of the salary schedule without first submitting a certified copy of the transcript showing the Teacher's receipt of a Master's degree from an accredited college or university.

ARTICLE XVI - SUMMER SCHOOL

16.1 Summer School

Summer school salaries shall be thirty-four dollars (\$34.00) per hour for the life of this Agreement. Any Teacher working more than five (5) hours shall be granted a thirty (30) minute lunch period.

Notification of all summer school classes (defined as any opportunity for bargaining unit work between the close of one school term and the commencement of the succeeding school term) shall be made available to all Teachers as soon as a determination to conduct such classes is made.

The Administration shall determine the qualifications of summer school Teachers. Planning time will be provided for summer school Teachers on a pro-rata basis to the Teacher's planning time during the school year, which will be approximately equal to the ratio that summer school student contact hours are to student contact hours during the school year.

ARTICLE XVII - PROFESSIONAL AND PERSONAL BENEFITS

17.1 Medical Insurance

The Board will provide for Association Members during the term of this Agreement a comprehensive medical insurance plan on a single or family coverage basis, provided that the Board retains the rights to change insurance carriers, or to self-insure as it deems appropriate, so long as it offers basic coverage and benefits relatively similar to those which immediately predated this Agreement.

Association Members will pay the following amounts per month for single or family medical insurance that they elect:

Fiscal Year	Single Coverage	Family and any Coverage Other than Single
2017	15% of premium	15% of premium
2018	15% of premium	15% of premium
2019	15% of premium	15% of premium

However, employees who take PPO-1 family insurance will contribute 18%, 21% and 24% of the cost of the premiums in the first, second, and third year of this Agreement, respectively.

Payments will be taken equally from twenty-two (22) paychecks.

The Board will offer the plans and coverages (which includes two PPO plans and an HMO plan) described in the Horton Medical Plan Options attached to this Agreement as Appendix G. The coverages include:

- Single
- Single plus spouse
- Single plus child(ren)
- Single plus family

The Board reserves the right to add, in its discretion, a high deductible health plan with an HSA during the life of this Agreement.

17.2 Life Insurance

The Board will provide a \$50,000 term life insurance policy for each Association Members. The Board retains the right to select its carrying vehicle for the term life insurance. Upon selection, the Board will notify the Association members of the company that was chosen.

17.3 Dental Benefits

The Board will pay full dental care premium for each Association Member during the life of this Agreement with a maximum benefit of \$2,000, no orthodontic. An Association Member may

elect to purchase family dental coverage. The maximum dental benefit per family member is \$2,000 per year.

17.4 *Vision Insurance*

The Board will pay full vision premium for each Association Member during the life of this Agreement. Subject to availability, Association Members may at their own expense purchase dependent coverage.

Each Association Member and covered dependents will be eligible for an eye exam every year and be entitled to either glasses (including frames) or contact lenses every year.

17.5 *Employee Wellness Program*

Each Association Member shall be entitled to be reimbursed up to \$100 for goods and/or activities that promote employee wellness, said goods and activities to be determined at the Board's sole discretion. The Insurance Committee shall be responsible for developing a list of such goods or activities that qualify for reimbursement under this policy. Starting August 2014, to be eligible for this benefit an employee must participate in, and produce evidence of, an annual health assessment screening (including a blood draw). The District is not entitled to the results of the screening but only to appropriate documentation that the employee has had the screening.

17.6 *Insurance Committee*

The committee shall consist of three (3) Association Members. Non-certified employees who belong to a bargaining unit will also be represented. The Administrator for Business Services will serve as the facilitator. The committee will be charged with research, bid review, monitoring, and managing insurance costs and benefits. Committee recommendations will be forwarded to the Board and the Association. This committee is not a decision-making body. Changes will only be implemented through negotiations. In the event that a quorum of the committee is not able to convene, the administration reserves the right to discuss the pending insurance matters directly with the Association leadership.

The facilitator shall be present at all meetings of the committee. In the event that the facilitator is not able to meet with the committee, the Superintendent shall appoint another administrator to serve in that capacity.

17.7 *Section 125 Plan*

Upon the Association Member's election, the District will tax shelter all premiums paid by the Association Member for medical, dental, and vision benefits.

17.8 Workers' Compensation

All Association Members are covered under workers' compensation insurance. Necessary leave for injury will be allowed as specified under the workers' compensation law. All accidents or occurrences sustained while employed and giving rise to workers' compensation benefits shall be reported by filing an accident report within twenty-four (24) hours by the Association Member or the Association Member's supervisor (if the Association Member is incapacitated) to the building administrator and to the Business Office. In all cases, coordination of benefits with the workers' compensation program will be administered by the Administrator for Business Services.

Association Members who become eligible for workers' compensation shall choose one of the following options, within three (3) days of filing a workers' compensation claim. Employees who fail to choose Option 1 or Option 2 within three (3) days of the accident will be deemed to have chosen Option 1. No deduction of pay or sick leave will be made for the date of the accident.

Option 1 - If the Association Member chooses this option, the Association Member is removed from the District payroll while on workers' compensation status. The Association Member will receive sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of his/her average wages from the District's workers' compensation insurance carrier until the Association Member is released from workers' compensation status. No deduction will be made from the Association Member's accumulated sick leave.

Option 2 - If the Association Member chooses this option, the Association Member continues on the District payroll and receives 100 percent of his/her wages while on workers' compensation status. While participating in this option, the Association Member will continue to receive sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of his/her average daily wages from the District's workers' compensation insurance carrier and have one-third ($1/3$) of an accumulated sick leave day deducted for each day the employee remains in workers' compensation status. To participate in this option, the employee is required to endorse any checks they receive from the District's workers' compensation insurance carrier over to the District to prevent duplicate compensation pay. If an Association Member's accumulated sick days become exhausted, the Association Member shall revert to Option 1.

Part-time Association Members covered by this Agreement, who do not receive sick leave benefits, shall be placed in Option 1.

17.9 Continuation of Benefits

Association Members who are hired prior to November 1 of a school year and work until the end of the school year and receive insurance benefits shall receive such insurance benefits until the start of the next school term.

17.10 Annuity Program/Other Benefits

A. 403(b) Plan

All Association Members with the exception of private contractors and student workers are eligible to participate in the District's 403(b) Plan immediately upon becoming employed. Association Members may make voluntary elective salary deferral contributions to the 403(b) Plan. Participants are fully vested in their contributions and earnings at all times. The Board has designated the Administrator for Business Services as the 403(b) Plan Administrator.

B. Income Protection Plan

The Board will continue to offer its facilities to Association Members for enrollment and participation in an income protection plan.

17.11 Teachers' Retirement System

The Board shall deduct and remit from the Teacher's compensation Teachers' required contributions to TRS, all as employer contributions, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.

The Association and each Teacher does hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability of all kinds and nature whatsoever by reason of this payment arrangement of contributions to TRS pursuant to the provisions of this Article. No claims, demands, action, or suit shall assert liability of the Board and/or the Association with respect hereto and shall not be settled or compromised in any manner without the express written consent of the Board and the Association.

If any suit, action, or other proceeding is brought in connection with the indemnity and hold harmless obligation of the Association or Teacher hereunder, then in such event the Board shall notify the Association and the Association shall have the right, at its own expense, to defend the suit, action, or other proceeding with counsel of its own choosing. In the event the Association exercises its right to defend the suit, action or other proceeding, the Board shall have the right to participate in the suit, at its expense, with counsel of its own choosing and such participation by the Board shall not in any way waive, limit, prejudice, or diminish or bar the indemnity and hold harmless obligation of the Board by the Association and each Teacher hereunder.

The individual Teacher will have no right or claim to these funds except as they become available upon retirement or resignation from TRS. Contributions paid directly to TRS, under these provisions will not be included as income on the individual Teacher's W-2 Form for Federal and State income tax purposes pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended.

17.12 Retirement Severance Benefits

- A. Any Teacher who has at least fifteen (15) years of continuous full-time service in the employ of the Board and is at least sixty (60) years of age by the end of the school year in which they retire or is at least fifty-five (55) years of age with at least thirty-five (35) years of TRS service credit by the end of the school year in which they retire, and whose retirement will not require the Board's payment of any additional or one-time contribution to TRS may, apply for permission by no later than February 1, 2019 to retire at the end of any school year (as defined by *The Illinois School Code*) between June 30, 2017 and June 30, 2023 to avail himself/herself of the provisions of this section. However, nothing in this section shall prohibit any Teacher from resigning for retirement purposes without benefits of this Policy.

Additionally, to obtain these six percent (6%) end-of-career increases, an employee must submit written notice of retirement so that the employee retires at the end of the first school year he or she will meet the eligibility requirements under this Agreement and may retire without any ERO contribution or TRS penalty owed to TRS by the Board.

EXAMPLE: An employee who will first become eligible to retire under the eligibility requirements of this Agreement and without any ERO penalty during the 2020-21 year would need to give the required notice to the Board on or before February 1, 2017 in order to receive the maximum four (4) years of six percent (6%) increases.

The same employee could submit notice between February 1, 2017 and February 1, 2018, but would be eligible only for three (3) years of six percent (6%) increases.

The following procedures shall apply:

1. Anyone who wishes to retire at the end of the 2016-2017 school year (for 1 year notice) shall submit his/her written notification to the Board by no later than November 15, 2016; the Board will notify Teachers who submit such a notice of the Board's acceptance or denial of same by no later than February 1, 2017.

Anyone who wishes to retire at the end of the 2017-2018 (for 2 years' notice), 2018-2019 (for 3 years' notice) or 2019-2020 (for 4 years' notice) school years shall submit his/her written notification to the Board no later than November 15, 2016; the Board will notify Teachers who submit such a notice of the Board's acceptance or denial of same by no later than February 1, 2017.

In all other cases, the Teacher must file a written notification with the Board of Education, through the Superintendent, between December 1 and February

1 prior to the fourth to last year of employment for the four-year notice; between December 1 and February 1 prior to the third to last year of employment for the three-year notice; between December 1 and February 1 prior to the second to the last year of employment for the two-year notice; or between December 1 and February 1 prior to the last year of employment for the one-year notice. The Board will notify Teachers who submit such a notice of the Board's acceptance or denial of same by no later than March 15 of the school year in which the notice was submitted.

All notifications submitted to the Board shall include the Teacher's resignation and a specific retirement date of not later than June 30, 2023.

2. Upon acceptance by the Board, the Teacher's notification (including his/her resignation and date of retirement) shall be irrevocable. However, the Teacher may request to withdraw his/her retirement request for the following reasons that arise after the Board approved the request:

- a. diagnosis of serious illness of the retiree or his/her spouse, or death of the spouse;
- b. total disability of the retiree's spouse;
- c. serious illness of a medically and financially dependent child or parent; or
- d. legal action for the dissolution of the Teacher's marriage or for legal separation is initiated and becomes final before the date of retirement specified in the Teacher's request for retirement incentive; or
- e. Any other reason which the Board in its sole discretion determines to be sufficient

In any of the above events, the Teacher may tender a written proposal for the withdrawal of his/her retirement request. As a condition of the Board's consideration of the request, the Teacher will agree to a wage deduction that will repay the Board any retirement incentives paid to the Teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the proposal to withdraw the resignation at its discretion, and its decision shall not be reviewable or subject to grievance. In the event that the withdrawal is approved, the employee may be assigned to any position for which he/she is qualified.

B. The Board may, in its sole discretion and without establishing a practice or precedent, limit the number of Teachers who participate in this program to not lower than thirty percent (30%) of those who satisfy the foregoing eligibility requirements, based on seniority pursuant to the following provisions:

1. The right to participate shall be allocated by seniority in the District, with the most senior Teachers receiving approval priority.

2. Ties in eligibility shall be determined by the date of hire. If hired on the same day, ties in eligibility shall be determined by total years of TRS service credit. If a tie in eligibility remains, it shall be determined by lot.
3. If the foregoing limit is imposed for any school year, and the number of eligible Teachers who submit a timely and proper notice exceeds said limit, the notices of those Teachers not approved because of said limit shall be considered for participation in the program during the next school year, unless rescinded by the Teacher.
4. Imposition of such a limit by the Board shall be non-reviewable and not subject to grievance.
5. Eligible Teachers who submit a timely and proper notice who have not had their retirement approved because of the imposition of the foregoing limit shall be allowed to retire under this program by no later than June 30, 2023.

C. Teachers who participate in this program shall receive the following:

1. For Teachers giving one (1) year's notice: A salary increase for the Teacher's last year of Board employment in an amount equal to six percent (6%) greater than his/her previous year's Board salary (i.e., the Teacher shall receive said increase in lieu of the increase that would otherwise be provided under this Agreement for his/her final year of Board employment).
2. For Teachers giving two (2) years' notice: A salary increase in the year prior to the Teacher's last year of Board employment in an amount equal to six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last year of Board employment, in an amount six percent greater (6%) greater than the previous year. The Teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.
3. For Teachers giving three (3) years' notice: A salary increase in the third to last year of the Teacher's employment in an amount equal to six percent (6%) greater than his/her previous year's Board scheduled salary and, for two (2) years of Board employment, in an amount six percent (6%) greater than the previous year. The Teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.
4. For Teachers giving four (4) years' notice: A salary increase for the fourth to last year of the Teacher's employment in an amount equal to six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last three (3) years of Board employment, in an amount six percent (6%) greater

than the previous year. The Teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.

The parties agree that under no circumstances will the salary increases for Teachers who are within four (4) years of becoming eligible for retirement or who are eligible to retire under any TRS retirement program, exceed six percent (6%) from one year to the next. No Teacher participating in this retirement program shall, for any reason, receive any additional compensation or meeting stipend beyond the amount set forth above, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments performed by the Teacher in the year his/her notice is approved will continue to be performed until the Teacher's effective date of retirement. A Teacher may voluntarily resign from an extra duty or assignment, or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of his/her benefit equal to the amount of the then-current compensation for said extra duty or assignment.

If the Teacher is required by the Board to perform one or more additional duties that were not performed by the Teacher in the year his/her notice is approved and for which additional compensation is paid, a meeting will be scheduled to determine if the additional duties would result in an increase to the Teacher's creditable earnings for that year of more than six percent (6%). If the additional duties would result in an increase to the Teacher's creditable earnings for that year of more than six percent (6%), then the District shall determine the additional duties that the Teacher shall perform, so long as the increase in the Teacher's total creditable earnings for that school year does not exceed six percent (6%).

D. Pre-Retirement Consultations

Annually, not later than September 1, the District will provide to the Association a current list of all Teachers who are within five (5) years of first becoming eligible for retirement, or who are currently eligible for retirement under any TRS retirement program. Between October 31 and December 15 of every school year, the District shall provide individual pre-retirement consultations upon the request of any Teacher whose name appears on the pre-retirement list to estimate whether the Teacher, under the salary schedule or this Agreement through horizontal lane movement, promotion, extracurricular stipends, summer school, mentoring responsibilities, or in any other manner would earn more than six percent (6%) over the previous school year's creditable earnings in any year of this contract.

E. It is the understanding and agreement of the parties that nothing in this section authorizes or requires the Board or Association to ensure, insure, guarantee, establish, represent or predict that the incentives provided for herein shall be

defined as “creditable earnings” or any particular level of benefits to be received by any Teacher from TRS or the State of Illinois.

Neither the Board nor the Association warrants to individual Teachers that such payments made as an incentive to retire will be considered to be creditable salary for TRS purposes. However, nothing herein relieves the Board of its obligation to correctly report and remit contributions to TRS.

- F.** The foregoing benefit shall be the sole early retirement benefit paid by the Board. By accepting this benefit, a Teacher expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available) including, but not available by the Board or applicable law. Teachers accepting this benefit, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any payments made pursuant to this section on their behalf, not as a penalty, but solely as liquidated damages for breach of this section.
- G.** In the event that there are further amendments to the Pension Code or TRS Rules enacted following the parties’ agreement to this Section 17.12, either the Association or the Board may request to bargain regarding the changes.

17.13 TRS Early Retirement Option (ERO)

Illinois Teacher Retirement Systems Early Retirement Option (ERO) is no longer available.

17.14 Unused Sick Leave

At the time of retirement, a payment in the amount of thirty dollars (\$30.00) for unused sick leave days not used for Teachers’ Retirement System (“TRS”) credit shall be paid to the Teacher. Payments under this provision shall be made in the form of a severance payment made between thirty (30) and sixty (60) days after the Teacher’s last day of work or last pay check, whichever occurs later. The unused sick day payments are not intended by the parties to be creditable earnings under the TRS.

ARTICLE XVIII - COMPENSATION

18.1 Salary Schedule

The salary schedules of Association Members covered by this Agreement, set forth in Appendix A, provide an orderly method of salary increases which recognize professional training and experience. The salary schedules have also been designed to encourage advancement and improvement of the Teacher's professional skills.

SALARY SCHEDULE

2016-2017	3.0% increase which includes step
2017-2018	3.0% increase which includes step
2018-2019	3.0% increase which includes step

The Association and the Board will prepare draft salary schedules for each year that do not result in the Board's payment of additional contributions or penalties to TRS under P.A. 94-0004, for approval by the parties. The attached salary schedules shall be in effect.

18.2 Placement on Salary Schedule

At the time of initial employment, the Superintendent shall grant Teachers credit on the salary schedule of up to five (5) years for verified full time teaching experience.

In addition, at the time of initial employment, the Superintendent may grant Teachers credit of up to an additional three (3) years for verified full time teaching experience, for Teachers employed in the following special areas:

1. Bi-Lingual
2. Speech

No other additional salary other than the yearly negotiated increase will be granted to speech and bi-lingual teachers during their employment with the District.

18.3 Rehired After Separation

If a Teacher is rehired to fill a regular teaching position or a special area (as defined in Section 18.2 above), as a result of separating from the District or retirement, his/her placement on the salary schedule will be according to Section 18.2.

18.4 Schedule Increases

The schedules in effect during the life of this Agreement are set forth in Appendix A. The schedule of increases shall not be automatically applied but is contingent upon the actual attainment of approved additional academic credits.

18.5 *Psychologists*

Psychologists in this bargaining unit shall be paid according to the Teachers' salary schedule. Additional days and/or hours, required by the Administration up to twenty (20) days during June and/or August beyond the Teacher's scheduled day and year shall be paid according to the Teacher's per diem rate.

18.6 *Crisis Interventionist Compensation and Evaluation*

Crisis interventionists will receive the same percentage increases (3.0% each year of this Agreement) as teachers under Section 18.1 above. The salary range for new hires will be between \$28,000 and \$33,000.

Crisis Interventionists will be evaluated by their assigned home school principal with input from the teacher(s) of the schools served by these individuals. The evaluation form to be used is set forth in Appendix F.

18.7 *Compensation for Extracurricular Activities Outside the Scheduled Day*

Compensation for extracurricular activities is set forth in Appendix B which is attached and incorporated into this Agreement. The Board will set a ceiling for intramural expenses.

18.8 *Pay Periods*

The annual salary of each member will be divided into twenty-two (22) or twenty-six (26) equal parts, depending on the election of the member. When a pay date falls on a weekend or holiday recess, Association Members will be paid on the last prior regularly scheduled workday.

18.9 *Travel Reimbursement/Expenses*

Association Members whose regularly assigned duties require the use of a personal automobile will be reimbursed for the use of such automobile at the reimbursement rate per mile established by the Internal Revenue Service that is in effect at the time the travel is made. Travel from and to home at the beginning and end of each day shall not be included in the mileage total as a basis for the reimbursement. Each eligible Association Member shall provide evidence of carrying sufficient automobile insurance coverage to meet the minimum state legal requirements, and that such insurance will be in force during the period in which the vehicle will be used in school service. Association Members requesting reimbursement pursuant to this paragraph shall submit periodic mileage expense reports pursuant to guidelines promulgated by the Administrator for Business Services, at the direction of the Superintendent.

Travel reimbursement and other expenses incurred while an Association Member is attending an approved conference, activity, or event shall be reimbursed at rates and in the manner prescribed pursuant to guidelines promulgated by the Administrator for Business Services, at the direction of the Superintendent.

ARTICLE XIX - NEGOTIATIONS PROCEDURES

19.1 Notification

The parties shall commence bargaining for a successor agreement on or before March 1 of the year in which this Agreement expires, or as they may otherwise agree, and shall bargain pursuant to the requirements of the Illinois Educational Labor Relations Act and its rules and regulations.

19.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if the parties determine that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

19.3 Printing of Contract

Within thirty (30) days, the Board shall prepare and distribute copies of the Agreement in electronic format to all Association Members currently and hereafter employed. Each Association Member will be allowed to print one (1) copy at his/her work place. The Collective Bargaining Agreement will also be made available on the District's website.

19.4 Contractual Amendments

The parties may modify or amend this Agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to the contract.

19.5 No Strike Pledge

The Association agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any strike against the District, as defined by the Illinois Educational Labor Relations Act.

ARTICLE XX - SCOPE OF AGREEMENT AND DURATION

20.1 *Complete Understanding*

This Agreement covers all matters relating to employment conditions of Association Members for the period of July 1, 2016 to June 30, 2019. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by either party during the life thereof.

20.2 *Agreement*

The Board shall not change this Agreement without first negotiating such change with the Association. The Board may make any changes which, although proper subjects of collective bargaining are not covered by this Agreement, provided, that concerning changes that substantially affect Association Members the Board shall first give the Association an opportunity to present its recommendations, if any, to the Board prior to the Board making its decision, unless the emergency nature of the subject matter prevents such recommendations, and provided further such change is not contrary to this Agreement.

20.3 *Contract vs. Board Policy*

This Agreement shall supersede and have precedence over rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

20.4 *Duration*


This Agreement shall be effective as of July 1, 2016, and remain in full force and effect until June 30, 2019.


BLUE ISLAND EDUCATION
ASSOCIATION, IEA-NEA

By: 
President, BIEA

By: 
Secretary, BIEA

BOARD OF EDUCATION OF
COOK COUNTY SCHOOL DISTRICT
130, STATE OF ILLINOIS

By: 
President, Board of Education

By: 
Secretary, Board of Education

FY 2017 SALARY SCHEDULE

The Schedule reflects a 3% pay raise for teachers on the salary schedule which pay raise includes the cost of step movement.

	LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII	LANE VIII	LANE IX
	BA+0	BA+12	BA+18	BA+24	MA	MA+12	MA+24	MA+30	MA+45/PhD
1	38,410	39,356	40,307	41,248	42,105	43,133	44,077	45,028	45,974
2	38,977	39,938	40,903	41,857	42,727	43,771	44,728	45,693	46,653
3	39,952	40,936	41,925	42,904	43,795	44,865	45,847	46,836	47,819
4	40,950	41,960	42,974	43,976	44,890	45,987	46,993	48,007	49,015
5	41,974	43,009	44,048	45,076	46,012	47,136	48,168	49,207	50,240
6	42,970	44,050	45,134	46,209	47,224	48,363	49,441	50,524	51,603
7	43,966	45,092	46,220	47,343	48,436	49,590	50,714	51,842	52,966
8	44,963	46,133	47,305	48,476	49,647	50,817	51,988	53,160	54,331
9	46,008	47,226	48,445	49,666	50,918	52,104	53,324	54,542	55,760
10	47,079	48,347	49,615	50,887	52,225	53,424	54,694	55,961	57,228
11	48,151	49,469	50,783	52,109	53,530	54,744	56,064	57,380	58,696
12	49,223	50,590	51,953	53,330	54,835	56,063	57,434	58,797	60,165
13	50,592	51,960	53,325	54,703	56,211	57,439	58,813	60,176	61,543
14	51,969	53,337	54,701	56,079	57,589	58,816	60,190	61,554	62,921
15	53,347	54,714	56,078	57,456	58,965	60,193	61,567	62,931	64,299
16	54,724	56,092	57,455	58,835	60,342	61,570	62,943	64,307	65,676
17	56,100	57,469	58,832	60,212	61,719	62,947	64,320	65,684	67,053
18	57,477	58,846	60,211	61,589	63,096	64,324	65,698	67,061	68,429
19		60,222	61,588	62,965	64,475	65,702	67,075	68,439	69,806
20		61,599	62,964	64,342	65,851	67,079	68,452	69,816	71,184
21			64,341	65,720	67,228	68,456	69,828	71,194	72,561
22				67,097	68,605	69,834	71,206	72,569	73,938
23					69,982	71,210	72,583	73,947	75,316
24					71,360	72,587	73,961	75,325	76,693

Off Schedule = **1.50%** Increase over FY2016

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Teachers off, and moving off the schedule, and former L-Lane teachers will receive 1.5% general pay raise
 Step 1 base salaries increased by 1.5% over previous year's salary schedule

FY 2018 SALARY SCHEDULE

The Schedule reflects a 3% pay raise for teachers on the salary schedule which pay raise includes the cost of step movement.

	LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII	LANE VIII	LANE IX
	BA+0	BA+12	BA+18	BA+24	MA	MA+12	MA+24	MA+30	MA+45/PhD
1	38,986	39,947	40,912	41,866	42,736	43,780	44,738	45,703	46,663
2	39,562	40,537	41,516	42,485	43,368	44,427	45,399	46,379	47,353
3	40,146	41,136	42,130	43,113	44,009	45,084	46,070	47,064	48,053
4	41,150	42,164	43,183	44,191	45,109	46,211	47,222	48,241	49,254
5	42,179	43,219	44,263	45,295	46,237	47,366	48,403	49,447	50,485
6	43,233	44,299	45,369	46,428	47,393	48,551	49,613	50,683	51,747
7	44,259	45,372	46,488	47,595	48,641	49,814	50,924	52,040	53,151
8	45,285	46,445	47,606	48,763	49,889	51,078	52,236	53,397	54,555
9	46,311	47,517	48,725	49,931	51,137	52,341	53,547	54,755	55,961
10	47,388	48,643	49,898	51,156	52,446	53,667	54,924	56,178	57,433
11	48,492	49,797	51,103	52,413	53,792	55,027	56,335	57,639	58,945
12	49,596	50,953	52,307	53,672	55,136	56,387	57,746	59,101	60,457
13	50,700	52,107	53,511	54,930	56,480	57,745	59,157	60,561	61,970
14	52,110	53,519	54,925	56,345	57,897	59,162	60,577	61,981	63,390
15	53,528	54,937	56,342	57,762	59,317	60,581	61,995	63,401	64,808
16	54,948	56,355	57,761	59,180	60,734	61,999	63,414	64,819	66,228
17	56,366	57,775	59,179	60,600	62,153	63,417	64,831	66,236	67,646
18	57,783	59,193	60,597	62,018	63,571	64,836	66,249	67,655	69,065
19		60,612	62,017	63,437	64,989	66,254	67,669	69,073	70,482
20		62,029	63,435	64,854	66,409	67,673	69,087	70,493	71,900
21			64,853	66,272	67,826	69,091	70,506	71,911	73,320
22				67,692	69,245	70,509	71,923	73,329	74,738
23					70,663	71,929	73,343	74,747	76,157
24					72,081	73,346	74,761	76,165	77,575

Off Schedule = **1.50%** Increase over FY2017

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Teachers off, and moving off the schedule, and former L-Lane teachers will receive 1.5% general pay raise
 Step 1 base salaries increased by 1.5% over previous year's salary schedule

FY 20119 SALARY SCHEDULE

The Schedule reflects a 3% pay raise for teachers on the salary schedule which pay raise includes the cost of step movement.

	LANE I BA+0	LANE II BA+12	LANE III BA+18	LANE IV BA+24	LANE V MA	LANE VI MA+12	LANE VII MA+24	LANE VIII MA+30	LANE IX MA+45/PhD
1	39,570	40,546	41,526	42,494	43,377	44,437	45,409	46,389	47,363
2	40,155	41,145	42,139	43,122	44,018	45,094	46,080	47,074	48,063
3	40,749	41,753	42,762	43,760	44,669	45,760	46,761	47,770	48,773
4	41,351	42,370	43,394	44,406	45,329	46,437	47,452	48,476	49,494
5	42,385	43,429	44,479	45,516	46,462	47,597	48,639	49,688	50,732
6	43,444	44,515	45,591	46,654	47,624	48,787	49,855	50,930	52,000
7	44,530	45,628	46,730	47,821	48,814	50,007	51,101	52,203	53,300
8	45,587	46,733	47,882	49,023	50,100	51,309	52,452	53,601	54,746
9	46,644	47,838	49,034	50,226	51,385	52,610	53,803	54,999	56,192
10	47,701	48,943	50,186	51,429	52,671	53,912	55,154	56,397	57,639
11	48,809	50,102	51,395	52,690	54,019	55,277	56,571	57,863	59,156
12	49,947	51,291	52,636	53,986	55,406	56,678	58,025	59,369	60,713
13	51,084	52,482	53,876	55,282	56,790	58,078	59,479	60,874	62,271
14	52,221	53,671	55,117	56,578	58,175	59,477	60,932	62,378	63,829
15	53,673	55,124	56,573	58,035	59,634	60,937	62,394	63,840	65,291
16	55,134	56,585	58,032	59,495	61,096	62,398	63,855	65,303	66,752
17	56,596	58,046	59,493	60,956	62,556	63,859	65,316	66,764	68,215
18	58,057	59,508	60,954	62,418	64,017	65,320	66,776	68,223	69,676
19		60,969	62,415	63,879	65,478	66,781	68,237	69,684	71,137
20		62,430	63,877	65,340	66,939	68,242	69,699	71,145	72,596
21			65,338	66,799	68,401	69,703	71,160	72,607	74,057
22				68,260	69,861	71,164	72,621	74,068	75,519
23					71,322	72,625	74,081	75,529	76,980
24					72,783	74,087	75,543	76,989	78,441

Off Schedule = **1.50%** Increase over FY2018

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Teachers off, and moving off the schedule, and former L-Lane teachers will receive 1.5% general pay raise
 Step 1 base salaries increased by 1.5% over previous year's salary schedule

APPENDIX B
Compensation for Extra-Curricular Activities
Outside Scheduled Day

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES OUTSIDE THE SCHEDULED DAY WILL BE AS FOLLOWS PER PARTICIPATING BUILDING FOR THE DURATION OF THE CONTRACT:

Student Government – Middle School:	\$1400
Student Government – Intermediate:	\$ 700
Newspaper:	\$ 700
Yearbook:	\$1400
National Junior Honor Society:	\$ 850
Cince de Mayo	\$ 700
Student Mentor Program:	\$1400
Tech Club:	\$ 700
Chess Club:	\$ 700
Art Club:	\$ 700
Drama Club:	\$ 700

District-wide Middle School	
Athletic Director (full year, four sports)	\$1400
Sports Coordinator	\$ 400
Coach – Boys’ Basketball	\$ 800
Coach – Girls’ Basketball	\$ 800
Coach – Volleyball	\$ 800
Coach – Soccer	\$ 800

All positions will be offered to certified staff throughout the district so long as the extra-curricular does not interfere with the teacher’s district responsibilities, the teacher can attend the activity on a timely basis, and the teacher is deemed to be qualified.

Intramurals: \$ 33/Hour

* Teacher-student ratio: 1:25

Summer School \$ 34/Hour

Band/Orchestra/Chorus:
 One-sixth (1/6th) of per diem rate, per hour of additional instructional time

Friday School: \$33/Hour

* Teacher-student ratio: 1:12

Mentor Pay:
 * \$500 per year for mentor per each mentee for 1st year of the program.

- * \$375 per year for mentor per each mentee for 2nd year of the program
- * A buddy/mentor shall receive \$100 for each mentee

Other Pre-Approved Activities (or other
newly-proposed programs with approval): \$33/Hour

APPENDIX C

THE ILLINOIS SCHOOL CODE, SECTION 24A-5 (105 ILCS 5/24A)

(FOR REFERENCE PURPOSES ONLY)

APPENDIX D

SCHOOL DISTRICT NUMBER 130 COOK COUNTY, ILLINOIS

TEACHER'S CONTRACT

IT IS HEREBY AGREED between the Board of Education of School District Number 130, Cook County, Illinois (hereinafter called the Board), and _____ legally qualified Teacher (hereinafter called the Teacher), as follows:

1. The Board hereby employs the Teacher to teach school in said District, and the Teacher agrees to teach school in said District, in such Grade, Course, Department, or Building as the Board, through its Superintendent, may from time to time direct. The Teacher further agrees to attend Teachers' Institutes as requested by said Superintendent, and to perform such other services for said District as are customarily performed by Teachers. The employment hereunder shall be for the school year of said District commencing in August or September _____ and terminating in June _____, the exact date of commencement and termination to be determined by the Board, provided, however, such school year shall not be less than the minimum number of months required by law nor more than ten (10) months.

2. The Board agrees to pay the Teacher as compensation for the services rendered hereunder the sum of _____ payment to be made in equal monthly installments at or near the close of each month during said school year, or payment may be made in such other manner as shall be mutually agreeable. There shall be deducted from each payment made such deductions as are required by law. The Teacher shall not be entitled to any compensation for any period of time during which said Teacher is absent from duty while school is in session, except such compensation as may be allowable in accordance with the provisions of *The Illinois School Code* relating to "sick leave."

3. The Teacher hereby agrees to diligently and impartially render services as a Teacher for said School District in accordance with and under the directions of the Superintendent of the District, to keep such registers and other records and to make such reports as are now or may hereafter be required by law or by the Board, and conform to, comply with, and be subject to all lawful rules, regulations, and orders heretofore or hereafter adopted by the Board and any amendments thereto. The Teacher further agrees to exercise due diligence in the preservation of all property belonging to said District.

4. In the event the Teacher is employed at any time as a supervisor, department head, Principal, athletic director or coach, band director, athletic manager, dramatic coach, special Teacher, or is employed to perform any extracurricular or special services, the compensation for such services shall be such amount as may be agreed upon between the Teacher and the Board, and shall be entirely separate and apart from any compensation due under this Contract, and shall not be considered as a part of this Contract. Any such arrangement for rendering additional, extracurricular, or special services may be terminated by the Teacher or by the Board through its Superintendent, at any time upon thirty (30) days written notice to the other. Such additional, extracurricular, or special services shall not have effect whatever on the status of the Teacher with respect to "contractual continued service" as defined by *The Illinois School Code*.

5. This contract may be terminated by either party hereto in the manner provided by law, or in the event the Teacher's Certificate of said Teacher shall be revoked by the

Superintendent of Public Instruction of the State of Illinois or the County Superintendent of Schools, of Cook County, Illinois, or because of the failure of said Teacher to conform to and comply with any lawful rule, regulation or order heretofore or hereafter adopted by the Board.

IN WITNESS WHEREOF, the Board has caused this Contract to be executed on its behalf by its President and attested by its Secretary, and the Teacher has executed this Contract this _____ day of _____, _____.

Subject to Board approval and criminal background investigation, and certification.

Effective date: _____
Annual: \$ _____

BOARD OF EDUCATION OF SCHOOL
DISTRICT 130, COOK COUNTY,
STATE OF ILLINOIS

Step _____ Lane _____

By: _____
President

Employee

ATTEST: _____
Secretary

Date

APPENDIX E

Refer to Professional Appraisal System, Cook County School District No. 130

APPENDIX F

CRISIS INTERVENTIONIST COMPENSATION AND EVALUATION

Cook County School District 130
Medical Plan Options

	PPO-Option 1		PPO-Option 2		HMO	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	
Network	PPO		PPO		HMOIllinois	
Annual Deductible						
Individual	\$250	\$500	\$500	\$1,500	\$0	
Family	\$500	\$1,000	\$1,500	\$4,500	\$0	
Out-of-Pocket Maximum (including deductibles and copays)						
Individual	\$1,500	\$3,000	\$2,500	\$7,500	\$1,500	
Family	\$3,000	\$6,000	\$7,500	\$22,500	\$3,000	
Coinsurance	90%	70%	80%	60%	100%	
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
Physician Services PCP						
Office Visit	\$20 Copay	70% after Ded.	\$25 Copay	60% after Ded.	\$20 Copay then 100%	
Specialist Office Visit	then 100%	70% after Ded.	then 100%	60% after Ded.	\$40 Copay then	
Preventive Care	\$40 Copay then 100%	70% after Ded.	\$50 Copay then 100%	60% after Ded.	100% 100%	
Hospital Services						
Inpatient Hospital	90% after Ded.	70% after Ded.	80% after Ded.	60% after Ded.	100%	
Outpatient Hospital	90% after Ded.	70% after Ded.	80% after Ded.	60% after Ded.	100%	
Emergency Room	\$100 Copay then 100%	\$100 Copay then 100%	\$200 Copay then 100%	\$200 Copay then 100%	\$100 Copay then 100%	
Separate Rx Out-of-Pocket Maximum						
Individual	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	
Family	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	
Prescription Drugs Retail / Mail Order (up to 90 day supply)	Retail Order	Retail	Retail Order	Retail	Retail	Mail Order
Tier 1		Covered at 75% of the amount that would have been paid at a participating pharmacy minus the copay amount.		Covered at 75% of the amount that would have been paid at a participating pharmacy minus the copay amount.	\$10	\$20
Tier 2	\$10 \$20		\$10 \$20		\$40	\$80
Tier 3	\$40 \$80		\$40 \$80		\$60	\$120
	\$60 \$120		\$60 \$120			

Appendix G