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COLLECTIVE BARGAINING AGREEMENT

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2020-2026

Between the

District 148 Education  
Association (DEA)

and

Board of Education  
School District No. 148



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## **ARTICLE I – PREAMBLE**

This is an agreement between the Board of Education of School District No. 148, Cook County, Illinois (hereinafter referred to as “Board”) and the District 148 Education Association, affiliated with the Illinois Education Association and the National Education Association (hereinafter referred to as “Association”). This agreement is determinative of all matters specifically included within this agreement as they affect all persons within the bargaining unit set forth below.

## **ARTICLE II – RECOGNITION AND DEFINITIONS**

### **2.1 Bargaining Agent**

The Board recognizes the Association as the sole and exclusive negotiating agent for all regularly employed licensed employees. This shall not be construed to include the psychologists or supervisory employees as defined by the Illinois Educational Labor Relations Act (hereinafter referred to as “IELRA”).

### **2.2 Definitions**

The term “District” refers collectively to all educational facilities or academic locations of the Board.

The term “school” refers to any single education facility or academic location of the District exclusive of the Central Administrative Facilities.

The term “teacher” as used in the Agreement includes all members of the bargaining unit described in section 2.1 of this Article.

### **2.3 Benefits Proration**

All teacher benefits shall be prorated for part-time teachers unless otherwise expressly stated herein.

## **ARTICLE III – GENERAL PRINCIPLES**

### **3.1 Mutual Understandings**

It is agreed the attainment of objectives of the educational program of the District is enhanced by mutual understanding and cooperation between the Board, the Superintendent, and administrative and supervisory staff, and the licensed teachers and other licensed personnel of the District.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District is enhanced by the maximum utilization of teachers who are reasonably proficient with the conditions under which their services are rendered.



### **3.2 Exercise of Management Rights**

It is understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of the Agreement or the IELRA are retained by the Board, provided, however, that no such rights shall be exercised so as to violate any of the provisions of this Agreement or the IELRA.

### **3.3 Management Rights Reserved**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, including but not limited to the responsibility for the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- C. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials and the utilization of teaching aids of all kinds.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement, and the provisions of the IELRA.

## **ARTICLE IV – BOARD AND ASSOCIATION RELATIONS**

### **4.1 Union Membership and Non-discrimination**

The parties agree that teachers shall have the right without fear of reprisal, to join, or not to join, any organization, including the Association. The parties likewise agree that neither will discriminate against any teacher by reason of their membership or absence or membership in the Association or any other employee organization which shall operate in conformance with law.

### **4.2 Association Fees and Voluntary Contributions**

- A. Each bargaining unit member may join the Association or pay a voluntary fee to the Association equivalent to the amount uniformly required of members of the Association, including local, state, and national dues for the cost of negotiating, administering and maintaining the Agreement. The amount of said fee shall be determined by the Association and certified by the Board.

Such deductions will begin with the first paycheck issued after October 1 and completed by the final paycheck issued in February.

- B.** Any bargaining unit member hired after October 1 may join the Association or in lieu thereof, pay a voluntary fee to the Association equivalent to the amount uniformly required of a member of the Association, including local, state, and national dues for the cost of negotiating, administering and maintaining the Agreement. For such employees their union dues and/or voluntary amount shall be a reduction of the full amount for the entire year as determined by the Association and School Business Manager. The employee shall notify the Association and District of their preference regarding payroll deductions. In the event that the employee's preference cannot be reasonably accommodated such reductions shall begin with the paycheck issued and deducted from 10 consecutive paychecks. If a unit member is hired with less than 10 consecutive paychecks, then the deductions will be made from the remaining paychecks unless otherwise agreed by the employee.
- C.** Such voluntary fee or portions thereof shall be paid to the Association by the Board no later than ten (10) days following receipt of funds from the Township Treasurer.
- D.** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

  - 1.** The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and;
  - 2.** The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E.** The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- F.** The Board shall be responsible for deducting the teachers' payments to TRS in 20 equal installments beginning with the first pay of the school year and concluding with the last pay of the school term.

#### **4.3 Employment Contract Conformity**

Any individual employment contract between the Board and a teacher shall conform to the terms of this Agreement.

#### **4.4 Requests for Public Information**

The Board agrees to furnish the Association, upon written request of the Superintendent or designee, public information which shall be reasonably necessary to permit the Association to enter into negotiations with the Board or to process a grievance hereunder. Such requests shall include, but shall not necessarily be limited to, a copy of the current: 1) approved budget; 2) audit; and 3) adopted amendments to Board policies affecting teachers.

#### **4.5 Dues/Contributions Remittance**

The Board agrees to remit to the Association Treasurer all monies collected through payroll deductions of Association Dues. Such remittance shall be made bimonthly within five (5) days after the end of each pay period and shall include all dues collected since the last transmittal to a period of at least thirty (30) calendar days prior to such transmittal. If it shall be the failure of the School Treasurer to make such remittance then 4.5 shall not be subject to a grievance. If the Board shall deduct and remit such dues provided herein, the Association shall defend and hold harmless the Board of Education, its members, agents, and employees for making such deductions. The Board will not stop payroll deductions for Association fees of any member or voluntary contributor without written authorization of the President of the Association.

### **ARTICLE V – ASSOCIATION RIGHTS**

#### **5.1 Association Leave**

The Board agrees to allow teacher leave, with no loss of pay or benefits, to any teacher who has been elected as a delegate or holds a state position, to attend the annual convention of the state affiliate of the Association. Such leave shall be granted for a period not to exceed two (2) days, provided written application on the form identified as Appendix D of this agreement is submitted to the Superintendent or designee at least ten (10) working days in advance of such meeting. The Association and School Board will each pay ½ the cost of the substitute for any teacher. With reasonable advance notice, the Association may substitute one (1) teacher for another who is listed in the written application.

#### **5.2 Allocation of District Space for Meetings**

The Association shall have the right to use school buildings for official Association meetings, provided advance request for such use shall be given to the Superintendent or designee, and that any expense incurred in connection with such use is reimbursed to the Board. This paragraph shall not be applicable to any meeting of more than fifteen (15) persons where less than ninety percent (90%) of those in attendance are employees of the District or their spouses. Official Association announcements pertaining to meeting dates and social events shall be placed in teacher mailboxes along with copies to the building and District administrators to prevent scheduling conflicts. Association members may use Board equipment for Association-related activities, including but not limited to typewriter, computer, and duplicating equipment, and shall reimburse the District for the cost of any damage occasioned by such use.

### **5.3 Association President Leave**

The Association President and/or his or her designee shall be granted twelve (12) release days during the school year for Association business and to attend any State and/or National trainings or conferences.

The following procedures shall prevail:

- A. The Association and School Board will each pay one-half (1/2) the cost of the substitute for any teacher.
- B. The Association shall give the Superintendent or designee two (2) working days notice of such leave as identified on the form identified as Appendix D of this agreement.
- C. The leave shall be granted in units of no less than one-half (1/2) day.
- D. Such leave may be used to a maximum of three (3) days per month.
- E. This leave shall be granted to the Association without loss of any benefits for teachers using said leave.

### **5.4 Board Agendas and Minutes**

The President of the Association or his/her designee shall be furnished a log-in and password allowing access to Board Docs to obtain a copy of the Board agenda for any regular or special Board meeting, if there be such, in advance of such meeting. The President shall likewise be provided access to the approved minutes of Board meetings.

### **5.5 Bargaining Unit Member Information**

The Administration shall provide the Association President a list of bargaining unit members' names, addresses, telephone number and job titles by September 30<sup>th</sup> of each school year, including all above information of new hires within thirty days of the new hire's employment date.

## **ARTICLE VI – PROFESSIONAL ASSIGNMENTS**

### **6.1 Teaching Assignments**

- A. Any administrator who changes a teacher's grade, subject or building assignment for the forthcoming school term shall notify said teacher of such change by July 31. If it shall become necessary to change an assignment after July 31, the teacher shall be notified in writing of any change within ten (10) days of the decision to make the change. Any employee affected by a transfer may be released from his/her contract without penalty if he or she requests. To the extent possible, any available professional development opportunities being offered during the summer shall be distributed to bargaining unit members on or before the last day of school.

- B. The superintendent or his designee shall arrange for the use of personnel and District resources to assist in the relocation of the teacher's classroom supplies and equipment to facilitate the involuntary school building or classroom change within five (5) days if the transfer occurs after the beginning of the school term.
- C. Any teacher whose building and or class assignments changed after the first week of the school year will be allowed two (2) business days to prepare, such preparation shall occur at the new location, without student contact.

**6.2 Extra Assignments**

Assignments in addition to the normal teaching schedule shall be compensated pursuant to Appendix B if the position listed thereon shall be filled by the Board.

**6.3 Preference in Extra Assignments**

Assignments in addition to the normal teaching schedule during the regular school term shall be given to the teachers with preference given to teachers with the most seniority who meet the necessary credentials and experience for the assignment. After three years, if more than one qualified person expresses interest in the assignment, the assignment may be rotated to the next most senior person.

**6.4 Preference in Summer School Assignments**

Preference in filling summer school positions shall be given to fully qualified teachers in the District, taking into consideration the teacher's demonstrated competence, fields of study, length of service in the District and frequency of prior applications for assignment to summer school positions. This section shall not be construed as to require the Board to conduct a summer school and no other provisions of this Agreement shall apply to a summer school unless specifically provided herein.

**6.5 Reduced Schedule**

In the event a teacher requires a reduced schedule or alternative assignment in compliance with state and/or Federal laws, rules or regulations, such reduced schedule or alternative assignment shall not adversely impact any other member of the bargaining unit. A representative of the DEA shall be present during all meetings where such arrangements are discussed and the President of the DEA will be given a copy of any agreements reached within a reasonable time of the agreement.

**6.6 Assignment and Benefits Notification**

Two weeks before the teacher's first day, each teacher shall be emailed via the teacher's district email account or mailed a statement indicating:

- A. Name of school to which he or she is assigned;
- B. Teaching assignment or grade level and subject matter where applicable;

- C. Salary schedule step placement for the ensuing school term;
- D. Number of credit hours beyond the Bachelor's or Master's degree for which extra credit is granted on the salary schedule;
- E. Whether or not the teacher will be traveling between buildings; and
- F. The exact number of accumulated unused sick days as of the end of the prior school year.
- G. If the teacher's assignment is changed involuntarily, the teacher shall be reimbursed up to three hundred dollars (\$300.00) for the purchases of new materials. Teachers must submit original receipts.

**6.7 Working Hours**

The Board will not increase the total number of working hours for teachers during the term of this Agreement. The school day shall be uniform throughout the District. The working hours for elementary teachers will be 8:20 am–3:15 pm. The working hours for junior high teachers will be 8:20 am-2:45 pm. There will be no student contact time before 8:40 a.m.

**6.8 Duty Free Lunch and Breaks**

Notwithstanding any other provision in the Article, students shall be dismissed from the Junior High facilities at 2:30 p.m. The teachers' duty free lunch in the Junior High school facilities shall be from 2:45 p.m. to 3:15 p.m. There shall be a fifteen (15) minute nutrition break during the school day in the Junior High school facilities. No teacher shall be required to begin after school activities until 3:15 p.m. Teachers who volunteer to waive their duty free lunch period shall sign a waiver form. Scheduling of classroom activities shall supersede scheduling of after school activities. Junior High school teachers shall be permitted to leave the facilities at 2:45 p.m. Elementary schools will all have a thirty (30) minute student lunch period and a 3:00 p.m. dismissal time. Teachers shall have a thirty (30) minute duty free lunch. If a teacher involuntarily misses any portion of his/her lunch, he/she will be compensated \$16.00.

**6.9 Building Meetings**

In facilities whose regularly scheduled dismissal is at 2:30 p.m., no building meeting shall be scheduled after 3:15 p.m.

**6.10 Class Size**

The following chart is to be used for class size ratios:

Pre-Kindergarten:	10 students to 1 teacher
Kindergarten:	20 students to 1 teacher
Primary (1-3):	23 students to 1 teacher
Intermediate (4-6):	25 students to 1 teacher
Middle (7-8):	30 students to 1 teacher (the class size aide will follow the middle school class)

Special Education classes shall be in accordance with all applicable state law and SBE guidelines.

If the number of students in any one classroom exceeds the limits set forth in this article, the position of class size aide will be posted within five (5) days if requested in writing to the building principal by the classroom teacher. If the classroom teacher has requested a classroom aide and after thirty (30) days if the position is not filled, the classroom teacher shall receive fifty dollars (\$50.00) per day.

In classrooms where a paraprofessional is required, and the number of students exceeds the class size ratios and a paraprofessional is not provided, the classroom teacher shall receive seventy-five dollars (\$75.00) per day.

### **6.11 Internal Substitution Plan**

- A.** Each school shall have a committee to create a plan for internal substitution in the event all means to secure a substitute have failed. The committee shall consist of the principal, one special area teacher, where applicable, and one classroom teacher. The special teacher will be selected by the special area teachers in that building.
- B.** The plan for internal substitution shall include ways for all qualified personnel in the building, who volunteer, to participate in internal substitution throughout the year. Every effort will be made to not cause a loss of services to any child. Every effort will be made to keep the number of minutes all qualified personnel substitute, as equal as possible for that particular school.
- C.** Every person who volunteers to substitute internally shall be paid fifty dollars (\$50) per hour, prorated accordingly for a partial hour worked.
- D.** In the event that an external substitute is unavailable and the class needs to be split, the receiving teacher shall be compensated at the following prorated rates:

1/2 split=  $\$275/2 = \$137.50$  for the entire day  
1/3 split=  $\$275/2 = \$91.66$  for the entire day  
1/4 split=  $\$275/2 = \$68.75$  for the entire day  
1/5 split=  $\$275/2 = \$55.00$  for the entire day  
1/6 split=  $\$275/2 = \$45.83$  for the entire day  
1/7 split=  $\$275/2 = \$39.28$  for the entire day

- E. The Internal Subbing Form for each day a teacher is absent shall list each staff member who covered during that day for the absent teacher. Internal subbing forms will be submitted to the Principal or Assistant Principal for their signature for payment during the next available payroll. Any personnel substituting during the last two weeks of school will have their Internal Subbing Form submitted by the last day of school to the Principal and Asst. Principal. That Subbing Form will be submitted to the Business Office for payment to be received no later than June 30th of that year.
- F. The principal designee will be paid internal sub pay for any day the member is asked to perform such duties and will be paid in accordance with Section 6.11 (D).

### **6.12 Open House**

Teachers will be compensated for up to one and one-half hours for Open House at a rate of \$30 per hour.

## **ARTICLE VII – TEACHER PERFORMANCE EVALUATION**

### **7.1 Induction/Mentor Program Meetings and Participation**

As a term of employment:

All newly hired or newly licensed teachers with less than four years of current certified teaching experience shall attend all Induction/Mentor Program Meetings and participate in the Induction/Mentor Program during their first two years of employment. This is a two-year program.

All newly hired teachers who have four or more years of current licensed teaching experience shall attend all Induction/Mentor Program Meetings and participate in the Induction/Mentor Program during their first year of employment. Current certified teaching experience is defined as consecutive years of service prior to hire by School District 148. This is a one-year program.

All new teachers will be compensated for their attendance at the Induction/Mentor Program Meetings at the current rate of professional development as defined in Appendix B to this Agreement. In the event that a teacher misses a meeting, the teacher will attend a make-up meeting.

### **7.2 Purpose of Evaluation**

The purpose of Teacher Performance Evaluation is to assist teachers in the continued monitoring of their instructional techniques and to document a teacher's performance of their job.



### **7.3 Evaluation Procedures and Instrument**

Teacher evaluations shall be performed in compliance with Public Act 96-0861, the Performance Evaluation Reform Act. The evaluation procedures and the instrument shall be explained to newly employed teachers at the new teacher orientation meeting. At the start of the school term (the first day students are required to be in attendance), the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected. The written notice shall include a copy of the rubric to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating; and a summary of the manner in which measures of student growth and professional practice relate to the ratings. The notice shall also advise each teacher as to who shall observe and evaluate their performance. No evaluation process shall take place until this written notice has been received by the effected teacher.

### **7.4 Pre-conference**

Teachers being evaluated during the school year shall meet with their evaluator for a pre-conference to discuss areas of performance concern and their relation to the evaluation instrument prior to any classroom observation. No such classroom observation shall take place within five (5) teacher employment days after this meeting unless mutually agreed upon.

### **7.5 Classroom Observations and Evaluation Schedule**

All formal classroom observations of a teacher shall be conducted with the knowledge of the teacher. No classroom observation shall be conducted utilizing eavesdropping devices of any kind. Probationary teachers shall be evaluated at least once each school semester. Those teachers with four years contractual continued service (tenure) shall be observed at least once every other school year. The Teacher Performance Evaluation process shall be completed by April 1st of each school year.

### **7.6 Evaluation Process**

Evaluation is an ongoing process. Each formal evaluation shall be preceded by at least (1) classroom observation. Within fifteen (15) teacher employment days following the classroom observation, a post-conference shall be held between the teacher and the evaluator. A copy of the evaluation signed by the evaluator and the teacher shall be given to the teacher with fifteen (15) working days of the completion of the evaluation process.

### **7.7 Teacher Rebuttal**

The teacher will have the right to attach an explanation to any evaluation provided such explanation shall be filed prior to the end of the current school term.

### **7.8 Grievance of Evaluation Process**

The failure of the Board to follow the Teacher Performance Evaluation process within this Article shall be subject to the grievance procedure.

## **7.9 Unsatisfactory Rating Appeal Process**

Teachers who receive a final overall summative rating of “Unsatisfactory” may appeal the evaluation rating by submitting written notice to the Superintendent or designee within seven (7) school days of the receipt of the final evaluation rating. The teacher’s notice must include, though not be limited to, a specific explanation of the basis for the appeal, evidence that has been collected through informal and formal observations, dates or elements not consistent with the timelines or processes established in the Evaluation plan. The teacher must also provide a copy of the notice to the teacher’s evaluator. Within seven (7) school days of receipt of the notice, the evaluator may submit documentation relied upon in the evaluation process to the Superintendent. The Superintendent shall submit all materials received to the appeal review panel.

The PERA Joint Committee will determine the criteria for successful appeals. When an appeal is filed, the PERA Joint Committee will identify four (4) qualified evaluators, as defined by applicable statute, to serve on the appeal review panel. The appeal review panel shall be comprised of equal parts of Administrators and bargaining unit staff. In the event a teacher is rated unsatisfactory and files an appeal, neither the original evaluator nor the teacher impacted shall serve on the review panel for the individual’s appeal.

The appeal review panel will convene to assess the unsatisfactory rating being appealed and determine whether the rating is erroneous based on the criteria developed by the PERA Joint Committee and the appeal materials submitted. For a rating deemed by the panel to be erroneous, the panel will have the power to revoke the “Unsatisfactory” rating.

The appeal review panel will render a decision within ten (10) school days after receipt of the appeal. The panel retains the right to assign a new rating based on the criteria developed by the PERA Joint Committee.

The pendency of an appeal does not affect the Board’s ability to take other actions permitted by law, including but not limiting to, non-renewal or dismissal.

## **ARTICLE VIII – TEACHER FILE, DISCIPLINE AND TENURE**

### **8.1 Personnel File Materials and Rebuttals**

The teacher will receive a copy of any material before it is placed in their personnel file. The teacher will be given an opportunity to respond to and/or rebut such complaint. This rebuttal will not delay the placement of the material in the personnel file. The teacher will also have the right to be represented by the Association and/or his/her counsel at any meeting or conferences regarding such complaint.

## **8.2 Discipline**

No bargaining unit teacher shall be disciplined--including warnings, reprimands, suspensions, reductions in rank for professional advantage, or other actions of a disciplinary nature--without just cause. Any such discipline shall be subject to the grievance procedure herein including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Association in writing.

## **8.3 Review of Personnel File**

The review of teacher files shall occur during normal business hours and if requested by the administrator, be made pursuant to an appointment to accomplish the same. The teacher may be accompanied in such review by a representative. A designee of the administrator may also be present during such review. Neither the teacher nor his or her representative shall permanently remove any item from the personnel file. No other personnel files may be kept for more than one (1) school year. The teacher shall have the right to attach a rebuttal to documents in his/her personnel file provided such rebuttal shall be filed prior to the end of the current school term, provided in no case shall the time allotted for such response be less than ten (10) working days. The teacher shall be able to request and receive, within three (3) working days, a copy of the contents of his/her personnel file.

## **8.4 Contractual Continued Service and Notice**

Contractual continued service (tenure) shall be achieved in accordance with the provisions and requirements of the Illinois School Code as amended by Public Act 97-008 and as may be further amended by the Illinois General Assembly. A teacher shall receive written notice by the District other than his/her contract when placed on tenure.

## **8.5 Disciplinary Process and Progressive Discipline**

No final disciplinary meeting shall take place as a result of a complaint without 48 hours notice. The teachers shall have the right to be represented by an Association representative at any meeting or conference related to a complaint. At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Association recognize that, from time to time, circumstances will arise which require the just dispensation of discipline after appropriate due process has been followed.

When applicable, discipline will be performed in a progressive manner and shall consist of:

### **A. Oral Warning**

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor.

**B. Written Warning and Discipline Conference**

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet to discuss the problem. At said meeting, acceptable performance shall be discussed. A written memorandum shall be prepared and a copy shall include the following information:

1. The item in need of improvement
2. The expected step(s) necessary to improve
3. The scheduled time frame to monitor improvement
4. The date for a follow-up conference to be given to the employee and all persons present shall sign said memoranda and a copy placed in personnel file.

Nothing herein shall be construed to limit the Board's authority to effect a suspension with pay, fringe benefits, and all other benefits provided by the contract for an unlimited duration, for purposes of conducting an investigation into allegations received concerning an employee.

**8.6 Representation at Disciplinary Meeting**

A bargaining unit member shall be entitled to have an Association representative present during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

**8.7 Drug and Alcohol-Free Workplace Policy**

The Board shall distribute a copy of its Drug and Alcohol-Free Workplace policy to each teacher at the commencement of each school year.

**8.8 Complaints Against Teachers**

If a complaint, originated by a parent/guardian of a student, will require a meeting, the teacher involved shall be notified within forty-eight (48) hours in writing and shall have a right to a conference with the parents and administration within a reasonable period of time. The teacher may present written or verbal rebuttal to any and all complaints or charges. The involved teacher may request the presence of a DEA representative at the conference.

**ARTICLE IX – PUPIL DISCIPLINE**

**9.1 Maintenance of Discipline**

The Board shall endeavor to provide reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. However, the primary responsibility for the maintenance of discipline within the classroom remains with the teacher.

**9.2 Exclusion of Students**

The teacher may temporarily exclude a pupil from class, when the nature of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. All student exclusions from classrooms pursuant to this paragraph shall not violate SB 100, PA 99-0456. In such cases the teacher will furnish the building principal, safety facilitator and/or principal designee with the full written particulars of the incident, as promptly as his/her teaching duties will allow.

**9.3 Building Rules**

Each building principal and his/her staff will meet to discuss pupil discipline policies and procedures for their building. A copy of the building rules will be shared with the students, in an assembly, during September of each school year. The rules will be published and sent home to the parents no later than one (1) week following the assembly.

**9.4 Procedure Postings**

The Administration shall establish and post in each building a procedure to be implemented in the absence of a principal from a building.

**ARTICLE X – GRIEVANCE PROCEDURE**

**10.1 Grievances Generally**

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. All time limits in Section 10.2 shall consist of teacher employment days except during the summer recess period when they shall mean Monday through Friday, exclusive of legal holidays.
- C. Every teacher covered by this Agreement shall have the right to present grievances in accordance with this procedure. The Association shall also have this right.
- D. Failure of a teacher or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- E. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no teacher shall be required to discuss any grievance if the Association's representative has not been offered the opportunity to be present.

- F. The parties agree to cooperate with each other in the consideration of any grievance.

## **10.2 Grievance Steps**

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications.

An Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- A. Step A. Within five (5) working days of the occurrence of the grievance, the teacher and the Association should meet with the involved supervisor in an effort to resolve the matter informally. If, however, the informal process fails to satisfy the teacher or the Association, the teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. Such written grievance shall be filed with such supervisor within ten (10) working days of the event giving rise to the grievance. The Association's representative, the grievant and the immediately involved supervisor may be present for the meeting. Within ten (10) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. Step B. If the grievance is not resolved at Step A, then the grievant/Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) working days after receipt of the Step A answer or within ten (10) working days after the Step A meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within ten (10) working days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) working days of the meeting, the Association and the grievant, if other than the Association, shall be provided with the

Superintendent's written response, including the reasons for the decisions.

- C. Step C. If the grievance is not resolved at Step B, then the parties, by mutual agreement, may submit the grievance to mediation by filing within ten (10) working days of the Superintendent's or the Superintendent's official designee's written decision or reply, a request for mediation with the Federal Mediation and Conciliation Service (FMCS) and the Superintendent. The parties will mutually work to schedule a mediation session with a mediator from FMCS to take place within thirty (30) working days of the Association's request for mediation. The parties must mutually agree to continue the mediation process after the first mediation session takes place. If the parties do

not mutually agree to continue the mediation process, the mediation process will be considered concluded and Step C will be considered complete. If no mediation session can be scheduled within the thirty (30) days, then the Association may further decide to proceed to Step D of the grievance process. Any recommendation or suggestion made by the mediator for resolution of the grievance will not be binding on the parties.

**D.** Step D. If the grievance is not resolved by the procedures outlined in Step B or Step C, as applicable, within twenty (20) working days of the receipt of the Superintendent's or the Superintendent's official designee's decision or reply, or completion of mediation if applicable, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days of the conclusion of the mediation process outlined in of Step C, or within twenty (20) working days of the receipt of the Step B answer, if the parties are not utilizing Step C, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement. Her/his authority shall be strictly limited to deciding only the issue or issues presented to her/him by the Board and the Association, and her/his decision shall be based only upon the interpretation of the meaning or application of the express relevant language of this Agreement.
3. If the grievant shall file a complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

### **10.3 Bypass to Superintendent**

If the Association and the Superintendent agree, Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B.

### **10.4 Bypass to Arbitration**

If the Superintendent and the Association agree, a grievance may be submitted to arbitration.

### **10.5 Grievance Against Administrator**

A grievance involving an administrator above the building level may be initially filed at Step B under Section 10.2 B.

**10.6 No Reprisals Clause**

No reprisals shall be taken by the Board or the Association against any teacher because of the employee's participation in a grievance.

**10.7 Released Time**

Should any grievance meeting require that a teacher or an Association representative be released from regular assignment, the teacher or Association representative shall be released without loss of pay or benefits. Where the processing of a grievance requires the review of public records maintained by the Board, the appropriate teacher or Association representative shall be afforded a reasonable opportunity to peruse such records during normal business hours.

**10.8 Filing of Materials**

All records related to a grievance shall be filed separately from the personnel files of the employee.

**10.9 Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent.

**ARTICLE XI – REDUCTION IN PERSONNEL**

**11.1 Procedure**

The Board shall post a seniority list no later than November 15 of each year and a copy shall also be transmitted to the Association President or designee. The Association or any teacher shall have twenty (20) teacher employment days to challenge the accuracy of such seniority list.

If, in the final and sole judgment of the Board, it shall become necessary to decrease the number of teachers employed or to discontinue some particular type of teaching service, all reductions in personnel, recalls, and displacements shall be in accordance with Section 24-12 of the Illinois School Code and with the provisions of the Performance Evaluation Reform Act, adopted as Public Act 96-0861, as follows:

- all valid professional educator licenses and endorsements,
- each classification for which the individual is qualified to teach,
- ratings from the two to three most recent evaluations,
- beginning date for seniority accrual, and
- an employee identification number.

If the teacher wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence to the Personnel Office to correct the alleged inaccuracy.

- A. Honorable Dismissal/Reduction in Force (RIF) of tenured teachers will be in compliance with SB7 (School Reform Law).



- B.** The Association and Administration shall form a joint RIF Committee of equal representation. The charge of this committee shall be in accordance with SB7 (School Reform Law). The RIF Committee must finish their work by February 1 of each year to affect RIF sequencing for that spring.
- C.** During a RIF year, the RIF list must be provided to the Association President no later than 75 days before the end of the school year. When developing the RIF list, the teacher's current year's evaluation rating must be included for grouping placement. Development of the RIF list must be in accordance with SB7. During a non-RIF year, the evaluation grouping list must be given to the Association President by the end of the school year. Public disclosure of any grouping list is prohibited.
- D.** As used herein "seniority" is measured by regularly employed continuous service within the bargaining unit (hereinafter referred to as "employment"). Seniority shall be measured in school years and days. A teacher whose employment is for less than a full school year by reason of an unpaid leave or leaves of absence or by reason of an honorable dismissal and recall shall be credited with a full year of seniority if that teacher's employment in the year is for 120 days or more. In all other cases, a teacher shall only receive seniority credit for the actual number of days of employment. When employment days total 180, they shall be counted as one year.
- E.** To each in the middle school/junior high school (or in departmentalized upper elementary grades if such should be established), a teacher shall have completed at least eighteen (18) semester hours of course work at an accredited institution of higher learning in the area of major teaching assignment, provided teachers who taught in such area in the District prior to September 1, 1973 (either in the middle school/junior high school or in a departmentalized sixth grade) shall qualify to continue to teach in such area
- F.** Teachers of art, music, physical education, media and special education shall have taught such subject (as applicable) for at least one (1) year full-time in the District or shall hold a valid certificate for the teaching of such subject (as prescribed by the rules or guidelines of the State Board of Education/Illinois Office of Education).
- G.** Teachers of elementary grades (kindergarten through sixth grade, unless any upper elementary grades are departmentalized, and including Chapter 1/Title 1 teachers) shall hold a valid license to teach such grades (as prescribed by the rules or guidelines of the State Board of Education/Illinois Office of Education), provided if the license is valid only for the teaching of sixth grade and for no other elementary grades, the teacher shall complete or be enrolled in (and thereafter successfully complete within two (2) years of assignment to sixth grade) courses which would qualify the teacher for such valid elementary license. A third-year extension may be granted by the Superintendent.

- H.** License as used herein means the teaching license(s) and endorsements thereon on file with the Superintendent of the District on February 1<sup>st</sup> of the year in which the dismissals occur.
- I.** If the teacher wants to challenge the accuracy of the information of this documentation, they will have seven (7) calendar days to bring evidence to the Personnel Office to correct the alleged inaccuracy.
- J.** Recall Rights
1. During a non-economic RIF, within eighteen (18) calendar months following such dismissal, the Board shall offer full-time employment to any teacher in accordance with SB7 (School Reform Law).
  2. During an economic RIF (15% of full time teaching positions dismissed) within twenty-four (24) calendar months following such dismissal, the Board shall offer full-time employment to any teacher in accordance with SB7.
  3. A teacher's failure to respond affirmatively within five (5) calendar days after receipt or within ten (10) calendar days of the mailing of the Board's offer of re-employment sent by certified mail to the teacher's address on file with the Board, shall terminate the teacher's right of recall hereunder.
  4. During the term of recall rights, a teacher shall have the right to present credentials in order to upgrade his or her license for the purpose of becoming eligible for any vacancies or newly created positions within the District.
  5. A teacher who accepts part-time recall shall thereafter be offered the next full-time teaching position which becomes available and for which the teacher could have been recalled. If the teacher declines the offer of a full-time position, the right to be offered such a position shall terminate.
  6. If the seniority of two (2) or more teachers to be recalled is the same, the teacher eligible for placement on the step and lane providing the greatest compensation pursuant to Appendix A shall be deemed to have the greater seniority. If the seniority of the teachers is identical, a determination by lot shall be made in the presence of the representatives designated by the Association.
  7. These recall rights apply to teachers placed into RIF groups 3 and 4.

- K.** If the seniority of two (2) or more teachers is the same, the teacher with placement on the step and lane providing the greatest compensation pursuant to Appendix A shall be deemed to have the greater seniority. If the seniority of the teachers is still identical, a determination by lot shall be made in the presence of the representatives designated by the Association. The administration shall present to the Association the names of teachers equal in seniority at least one week prior to lottery.

### **11.2 Recall**

- A.** If the Board increases the number of teachers, or has a teacher retire, resign or take a leave of absence at any time for a period of eighteen (18) months after the layoff or the commencement of the second school term after the layoff, whichever shall first occur, the Board shall first offer re-employment to the teacher laid off in the reverse order of the seniority list as specified herein.
- B.** A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter sent by certified or registered mail to the teacher's address on file with the Board, or served personally upon the teacher, shall result in termination of the teacher's rights of recall hereunder.

### **11.3 Displacement**

When any teacher position is eliminated due to student decline, consolidation, curriculum changes or other district needs, thus resulting in the teacher(s) being transferred/displaced, the following procedure shall be implemented:

- All teaching assignments shall be listed and made available to the teachers.
- Teachers may submit their assignment preference to the Superintendent.
- Teacher preference will be one consideration in transferring or reassigning teachers along with experience, expertise, license, endorsements, evaluation rating and district needs. In cases where two or more teachers have the same license, endorsements and evaluation rating; consideration will be given to the teacher with most number of years of service in the district; subject to final decision by the district.
- All teachers must be placed in their area of license.

In the event a teacher does not receive one of his/her preferences, the teacher shall be entitled to request a meeting with the Superintendent to discuss the rationale for such placement.

If any teacher is displaced and their grade level changes, they will be entitled to the same benefits as section 6.6 G.

## **ARTICLE XII – COMPENSATION**

### **12.1 Salary Payment and Procedure**

Teachers shall exercise the right to choose the following options on salary payment:

- A. Payment based on ten (10) months (22 pays), issued regularly every other Friday, the last check payable on the last day of school.
- B. Payment based on twelve (12) months (26 pays), issued regularly every other Friday, the last check payable on the last day of school.
- C. Teachers shall apply for extra duty payment after the activity ends. Payment for extra duty performed by a teacher shall be paid in the regular check within two pay periods immediately following the day on which application for payment is received by the Business Office. Activities that run for the bulk of the school term shall be paid twice a year in December and June in the regular check.
- D. Teachers shall be paid biweekly no later than two (2) weeks after the start of school.

When payday falls on a day when school is not in session, teachers will receive paychecks on the last day before a holiday or vacation. If a teacher is absent on payday her/his check will be held until picked up by the teacher or properly identified designee. When a per diem wage is figured for each teacher, the yearly salary shall be divided by one hundred eighty (180) days and one hundred eighty (180) days shall prevail in regard to docking.

Teachers who resign from the District will receive all monies due them by the first payday after their resignation becomes effective.

### **12.2 Payroll Deductions**

The Board shall continue to make payroll deductions for insurance as provided in Article XV hereof, Association dues, Credit Union payments, tax-sheltered annuities and insurance carriers now servicing teachers provided the Board may prescribe reasonable regulations governing such deductions.

### **12.3 Remittance of Payments**

Remittance of tax-sheltered annuities and Credit Union payments shall be made within five (5) days of the issuance of individual payroll checks to the appropriate treasurers of the above mentioned companies.

## **12.4 Extra Duty Pay**

Extra duty pay will be paid based on the rates in Appendix B based on actual hours worked. Students will sign up in advance to participate in extra duty clubs and activities. The club or activity must be approved by the administrator. There must be at least ten students interested in the activity or a club for the activity or club to form. Activities, including intramurals, will be allowed two coaches when the number of students exceeds 20. If attendance falls below ten students for three weeks in a row, further meetings of the club or activity at the approval of the administrator with pay. The scheduling of 7<sup>th</sup> and 8<sup>th</sup> grade varsity teams will take precedence over elementary activities.

In the event that any extra duty assignment remains open and cannot be filled with a DEA member, qualified DSA members will be eligible to accept extra duty assignments at the enumerated rate of pay.

Teachers may also be assigned by the building administrator to assist with students before the start of instruction to insure safe arrivals and reduce student tardiness. Teachers assigned such duties shall be compensated in accordance with Appendix B and shall be assigned on a rotating basis. No teacher shall be required to assist more than once per week.

## **12.5 Mentor Compensation**

There will be three forms of compensation for Mentors. Option 2 and 3 are based on 12-hour blocks of contact time with the New Teacher. There will be a maximum of 36 contact hours per school year per New Teacher. Option 1 will be based on total contact hours, not on 12-hour blocks. All contact time is based on the mentor's time, not the number of New Teachers serviced.

Option 1: The Mentor may receive \$40.00 per hour of documented contact time with each New Teacher. Time is to be documented on the Contact Log.

Option 2: The Mentor may receive 1 hour toward a lane change for each 12 hours of contact time. Time is to be documented on the Contact Log. District "coursework preapproval" and "coursework completion" forms must be submitted to the Mentor Coordinator for this option. The Mentor Coordinator will forward these forms to the business office for processing. The hours toward a lane change will be awarded on the teacher's work assignment form to begin the next school year.

Option 3: The Mentor may receive 1 additional "Personal Day" for every 12 hours of documented contact time. No more than six (6) "Personal Days" may be earned per academic year. The Mentor Coordinator will inform the Business Office upon completion of this option. The "personal day(s)" will be awarded on the teacher's work assignment form to begin the next school year.

Option 2 and 3 compensation will commence the academic year following the completion of the block of contact with the New Teacher.

All contact times are to be logged on the “Contact Log Time Sheet”; each sheet needs the signature of the New Teacher, Mentor, and Building Principal. A copy of the Contact Log must be submitted to the Mentor Coordinator by May 1 of each academic year.

## **12.6 Salary Schedule**

Teachers will be compensated in accordance with the salary schedule in the attached Appendix A. Credit for acceptable teaching experience may be allowed for up to four (4) years for a Bachelor’s Degree and the teacher will be placed on step five of the applicable salary schedule. Credit for acceptable teaching experience may be allowed for up to ten (10) years for a Master’s Degree and the teacher will be placed at step eleven of the applicable salary schedule. Acceptable teaching experience shall be defined as:

- A. Public school teaching in Illinois or in any other state, territory or dependency of the United States, or in schools operated by or under the auspices of the United States while holding a valid state teaching certificate.
- B. Teaching in state approved non-public schools while holding a valid state teaching certificate.
- C. Time spent actually teaching while licensed.

## **12.7 Educational Advancement**

Any teacher that has obtained a Doctorate degree shall receive an annual stipend of Five Thousand Dollars (\$5,000) payable at the end of the academic year subject to appropriate withholdings. Initial placement on the salary schedule will be based on the employee’s educational achievement including graduate/post graduate education college credits earned over and above the Bachelor’s degree. Credit will only be granted when an official transcript is on file with the personnel office from an accredited university or college. After initial placement on the salary schedule, subsequent educational achievement will be based on graduate/post graduate credit earned after initial employment.

## **12.8 Subsequent Teaching Endorsement Incentive**

Teachers who hold more than one teaching endorsement as of the effective date of this Agreement shall be receive a stipend of \$500 per additional endorsement. Teachers who obtain additional teaching endorsements subsequent to the effective date of this Agreement will receive a stipend of \$500 for each additional endorsement obtained during the term of this Agreement.

## **ARTICLE XIII – LEAVES – PAID**

### **13.1 Sick Leave**

- A.** Each teacher who has accumulated fifty (50) days of sick leave or less, shall be granted by the Board thirteen (13) days of sick leave with full pay during each school year. Each teacher who has accumulated more than fifty (50) days of sick leave but less than one hundred twenty (120) days of sick leave, shall be granted by the Board fourteen (14) days of sick leave with full pay during each school year following the year in which more than fifty (50) days of sick leave are accumulated and retained until the end of the school year. Each teacher who has accumulated more than one hundred twenty (120) days of sick leave shall be granted by the Board fifteen (15) days of sick leave with full pay during each school year following the year in which more than one hundred twenty (120) days of sick leave are accumulated and retained until the end of the school year. The unused amount shall accumulate to a maximum of three hundred sixty (360) days. Each teacher who has accumulated more than 360 days shall be granted 15 days for that year only. Such leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles, nieces, nephews and legal guardians. A doctor's note shall not be required when an absence occurs on a day preceding or following a school holiday except upon agreement between the Association President and the Superintendent.
- B.** If a teacher shall be injured while acting within the scope of her/his employment and pursuant to Board policy, the Board shall pay the teacher full salary without deduction of sick leave, less any payment for salary which may accrue to the teacher through Worker's Compensation or disability insurance.
- C.** The Board shall provide an answering service for employees to report absence when unable to attend work.

### **13.2 Personal Business Days**

Each teacher shall be entitled to two (2) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Teachers who observe one (1) or more holidays, on a regularly scheduled school day, required of an organized religion to which they belong, shall receive an additional personal leave day provided written application on form identified as Appendix C of this Agreement for the required religious holiday shall be made to the Superintendent within five (5) teacher employment days of the beginning of the school year.

If the additional personal leave day is not used, it shall not be added to sick leave accumulation. Personal leave days shall be non-cumulative. Except as provided for required religious holidays, written application, without the requirement of stating reasons of such leave, shall be made to the Superintendent or designee at least two (2) teacher employment days prior to the desired onset of such leave upon the execution of the form identified as Appendix C of this Agreement, provided that in an emergency such application may be made at a later time with an explanation of such emergency as provided on the form.

Such leave shall not be granted during the first five (5) or last five (5) teacher employment days immediately preceding or following a school vacation or holiday provided this restriction will not apply to religious holidays of the teacher's faith, attendance at weddings or graduations of members of the teacher's immediate family, attendance at the funerals of friends or relatives outside the immediate family and serious damage to the teacher's property which occurs unexpectedly or an emergency which shall be explained. Personal business leave shall not be available during a work stoppage of any kind.

Except as provided herein, unused personal leave days shall be added to sick leave accumulation.

Personal leave shall be granted in units of no less than half (1/2) days.

### **13.3 Professional Day**

Teachers may take a professional day that is intended to increase the knowledge and skill of staff members in order to improve the quality of teaching and learning. Staff members are encouraged to be selective in their choice of conferences, workshops, and seminars so that the topics presented relate specifically to the School Improvement Plan and is in alignment with the District's Strategic Plan and the District's Improvement Plan. When possible, requests must be received fifteen (15) days in advance, in the Assistant Superintendent's office to allow adequate time to process registrations and arrange for substitutes. The staff member making the request will first submit the form to the principal for approval.

### **13.4 Sick Leave Bank**

- A. 1.** In order for a member to take advantage of the sick bank, that member must have at least two years' experience as a teacher in the District. After the second year, each teacher shall donate one (1) day of sick leave at the beginning of each school term.
- 2.** Such donation of days shall be waived in any year in which there is a balance of three hundred (300) or more days in the sick leave bank prior to the first teacher employment day of the school year.
- B.** The following conditions shall control the operation of the sick leave bank and the right of teachers to utilize the bank:



1. A teacher must have exhausted all individual accumulated sick leave and have been absent from employment without pay at least three (3) days as a consequence of the illness or disability, and filed a request for sick leave bank withdrawal with the Sick Leave Bank Committee. Such request must be accompanied with a certificate of illness from a licensed attending physician.
2. The illness or disability must have caused absence from employment for at least ten (10) consecutive working days or at least twenty (20) total days, whichever shall be the lesser.
3. A teacher who qualified therefore, may draw from the bank up to ninety (90) days every two (2) school years.
4. The teacher shall not have to pay back in any manner the number of days borrowed from the bank.
5. If the bank shall become exhausted during the school term, the Board shall advance the requisite number of days to permit all teachers who qualify to draw from the bank during such term. Such days shall be withdrawn when the bank is replenished at the start of the next school term.
6. The bank shall be applicable only to the illness of the teacher.
7. The bank shall not be applicable to illness or disability resulting from elective surgery or any other surgical or other procedure which may be safely deferred until a vacation or recess period (except unanticipated or unusual complications resulted there from).
8. The President of the Association shall be notified when sick leave bank days are granted to an employee.
9. Sick leave bank days shall be paid to the teacher by the District upon written approval to the District by the Sick Leave Bank Committee.
10. The Sick Leave Bank Committee may request a second opinion by a licensed physician, designated by the Sick Leave Bank Committee, before approval of sick leave bank usage and for continuation of usage, but not more frequently than every forty-five (45) days and at the expense of the teacher.
11. A teacher on unpaid leave of absence, who has resigned, been dismissed or entitled to Workers Compensation benefits is not eligible for sick leave bank usage. Teachers who have used their allotted ninety (90) days of sick bank leave and are then entitled to TRS disability may not use the sick leave bank once they are placed on TRS disability.

12. A member who has accumulated her/his limit or is leaving the district may contribute one (1) year's annual maximum entitlement to the sick leave bank.
  13. No teacher shall be employed in a job while collecting from the sick leave bank.
  14. The Sick Leave Bank Committee shall be composed of the Association President and the Superintendent. The committee shall act in all matters that concern the policies and the administration of the sick leave bank.
  15. Teachers may voluntarily donate up to five additional sick days to the Sick Leave Bank from their current remaining sick days.
- C. The Board and the Association acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds that would not otherwise be required.

### **13.5 Jury Duty**

The Board shall pay the regular salary to teachers called to service as jurors. The Board shall likewise grant paid leave to teachers who are subpoenaed as witnesses.

### **13.6 Sabbatical Leave**

The Board may grant sabbatical leave to teachers who qualify for such leave. If granted, such leave shall be in accordance with conditions governing such leave as provided in the Illinois School Code.

### **13.7 Attendance Incentive**

The Board of Education will compensate Association members in the form of an attendance incentive. The Board will budget \$20,000 during each year of the contract for this purpose. This amount will be shared by all Association members in the following manner. Association members who have perfect attendance in any one semester will share equally in sixty percent (60%) of the budgeted amount. Members who have semi-perfect attendance, defined as using one or two sick or personal days in any one semester, will share equally in forty percent (40%) of the total amount budgeted.

### **13.8 Bereavement Leave**

Up to four (4) consecutive work days shall be given within a seven (7) day calendar period at any one time in the event of death of a parent/guardian, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, or daughters-in-law, aunts, uncles, nieces, and nephews.

Sick days will be deducted until the presentation of an absentee letter from the funeral director or death certificate is provided by the teacher as proof of attendance at the services of the aforementioned family member with documentation to be placed in the personnel file.

## **ARTICLE XIV – LEAVES – UNPAID**

### **14.1 Commencement and Termination**

In all instances where a teacher is granted an unpaid leave of six (6) months or more the teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave. As a condition thereof, the teacher shall advise the Superintendent in writing at least prior to March 1st of the termination of such leave that she/he intends to return to employment. Return to the District shall be in accord with the previously agreed upon plan. The duration of said leave may be altered through mutual agreement of the Superintendent and the employee. Any leave of absence hereunder which is not required to be granted shall be in the sole discretion of the Board and the granting or withholding of any such leave shall be non-precedential.

### **14.2 Maternity Leave**

A teacher may utilize available sick leave during any period of illness related to her pregnancy and/or the delivery of the child, such leave to commence upon the date the teacher is unable to continue working and to terminate upon the date the teacher is able to return to work. If such teacher shall have exhausted available sick leave, she shall be granted a leave of absence without pay during such period of illness resulting from her pregnancy and/or the delivery of the child.

### **14.3 Parental Leave**

A teacher shall be entitled to a parental leave of absence under the District's Family and Medical Leave Act policy. Application for such leave shall be made in writing to the Superintendent or designee at least thirty (30) calendar days prior to the anticipated birth of the child, and shall state the requested dates upon which such leave shall commence and terminate. If birth of the child necessitates the leave beginning is less than thirty (30) days, the teacher shall provide as much advance notice as possible.

### **14.4 Adoption Leave**

Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing at least thirty (30) days in advance of the adoption. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee fully informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child. Adoption leave, when possible, will meet all requirements and time limitations of parental leave. Leave for adoption purposes shall be granted under the provisions of the District's Family and Medical Leave Act policy.

#### **14.5 Tenured Teacher Leaves**

Any teacher with four consecutive years of full time experience in the District may request a leave of absence without pay for a period of time not to exceed one (1) school term for the purpose of exchange teaching, participation in the Peace Corps or Job Corps, or for advanced study, provided however the request is made no later than sixty (60) days prior to the end of the school term preceding the requested leave.

### **ARTICLE XV – PROFESSIONAL AND PERSONAL BENEFITS**

#### **15.1 Health Insurance and Premiums**

- A.** The District shall pay 90% of the cost of single coverage and 65% of the cost of family coverage for the PPO plan. The District will pay the full cost of single coverage for employees and 65% of the cost of family coverage for those who voluntarily elect to participate in an HMO plan. If a teacher does not elect to utilize this benefit, the District shall in lieu thereof pay Five Thousand dollars (\$5,000.00) in cash to the teacher. The teacher will also have the option of taking additional coverage at her/his own expense through payroll deductions as permitted by the insurance carrier.
- B.** Part-time teachers may elect to pay for the full cost of dependent health and major medical insurance. Any premiums owed by teachers shall be deducted from their salary.
- C.** The Board will continue to pay premiums for a general liability insurance policy whereby teachers, including part-time teachers, covered by this agreement shall be insured against various forms of liability to a third person as set forth in such general liability policy. The Board under the Illinois Worker's Compensation laws carries insurance for liabilities incurred in accidents which occur on the job to teachers, including part-time teachers. Such accidents shall be reported to the principal as soon as possible.
- D.** The District shall pay for each teacher, including part-time teachers, the full premium for employee dental insurance.
- E.** The District shall pay for each teacher, including part-time teachers, the full premium for group term life insurance in the amount of twenty thousand dollars (\$20,000).
- F.** Each teacher is eligible to electively defer part of her/his salary towards the purchase of a Board approved Section 403(b) Tax Sheltered Annuity in the teacher's name. To do so, the teacher must enter into a Salary Reduction Agreement with the Board which designates the elected amount of deferral up to the maximum amount allowed by law.

- G. Pursuant to the Family Medical Leave Act (FMLA), the District will pay health insurance premiums for the first twelve (12) weeks of an unpaid leave of absence because of the birth of a daughter or son of the teacher; the placement of a daughter or son with the teacher for adoption or foster care; in order to care for a spouse, daughter, son, or parent of the teacher if that relative has a serious health problem; or, because of a serious health condition that makes the teacher unable to perform the functions of her/his position. Accrued but unused benefit time will be utilized concurrently with FMLA leave.
- H. An insurance advisory committee consisting of no more than six (6) persons will be created. The committee shall be comprised of four District appointed representatives (which may include one member from DSA), and two representatives from DEA.

This committee will meet quarterly or more frequently if needed. The committee will meet at times other than scheduled working hours.

The charge of this joint committee will be to explore cost saving measures. It will consider such things as the amounts of deductibles, out of pocket maximums, the costs of prescription drugs, and any other components of the plan the committee deems appropriate.

The joint committee will make recommendations for changes to insurance plan.

Decisions will be made by consensus of committee members. Recommendations of this committee will be presented to the Finance Committee.

## **15.2 Tuition Reimbursement**

Upon presentation of an official grade report showing satisfactory completion, the District agrees to reimburse a teacher, including part-time teachers, an amount not to exceed two hundred dollars (\$200.00) per credit hour of graduate courses or workshops, provided such course or workshop shall have been approved in advance by the Superintendent or designee. Such reimbursement shall be for tuition only and shall not include non-residency or registration fees, activity fees, books, or the like. All courses must be taken at accredited institutions of higher learning and the sponsorship of all workshops conducted outside the District shall be pre-approved by the Superintendent. Reimbursement for course work completed during June, July, and August is contingent upon the employee returning to the school district the next school year.

## **15.3 Payment to Teachers' Retirement System**

- A. The Board shall remit for each teacher all of the teacher's compensation due such teacher pursuant to the Compensation Schedules of this Agreement to the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teachers. The teachers have no right or claim to monies so

remitted except as such monies may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

- B.** The balance of the amount due each teacher under such Compensation schedule shall be payable to the teacher as salary in installments as otherwise set forth herein, provided the Board shall deduct therefrom all monies as requested by law or as authorized by the teacher pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

#### **15.4 Salary Schedule**

Teachers shall be paid the compensation prescribed in Appendix A. The salary schedule contained in Appendix A reflects one hundred eighty (180) compensated days. Should State or Federal legislation mandate a change in the current required school year, the parties shall immediately meet to negotiate the impact of said changes.

#### **15.5 Horizontal Movement on Salary Schedule**

Horizontal movement on the salary schedule shall be made following compliance with all of the provisions of Section 15.2 of this Agreement and presentation of an official transcript showing satisfactory completion, provided adjustment of salary in any school term shall require an official transcript showing satisfactory completion to be filed with the Superintendent or designee no later than September 30 in the first semester and February 28 in the second semester.

#### **15.6 Credit for Compensated Days and Leave of Absence**

- A.** A full year's credit shall be given to teachers who have one hundred (100) or more compensated days in a school term in the District.
- B.** Any teacher who has been employed one hundred (100) or more days of the school year prior to the commencement of a leave of absence shall be entitled to such advancement on the salary schedule as he or she would have had if the leave had not been granted.

#### **15.7 Social Workers and Nurses**

The Board reserves the right to assign social workers and/or nurses to more than one hundred eighty (180) days per school year. If social workers and/or nurses are assigned to more than one hundred eighty (180) days per school year, they shall be compensated on a per diem basis as provided in Section 12.1 of this Agreement. In no event shall the Board assign social workers and/or nurses to more than ten (10) days in excess of one hundred eighty (180) days per school year.

### **15.8 Indemnification of Staff**

The Board agrees to comply with all indemnification and defense requirements provided in the Illinois School Code or otherwise provided under Illinois law including protection against civil claims, suits and damages for negligent acts or omissions alleged to have been committed in the scope of the staff member's employment. In the event that the statutory indemnification and defense provisions are amended by the legislature, those amendments will apply and supersede this provision.

## **ARTICLE XVI – DRESS CODE**

Employees shall be neat, clean, and covered. At the request of the employee or his/her representative, the Superintendent/designee will make the determination of whether the employee's dress conforms to this provision.

An employee who reports to work and is dressed inappropriately may be sent home to change. Repeated violations of this provision may subject an employee to disciplinary action, up to and including discharge.

## **ARTICLE XVII – VACANCIES, TRANSFERS AND PROMOTIONS**

### **17.1 Position Postings**

The Board agrees to post a notice of any openings or new positions either by electronic means or on the Association bulletin board in each school and outside of District Office. A copy of all postings will be provided to the Association President at the time of posting. No such opening shall be filled except in case of emergency until such opening shall have been posted for at least five (5) working days. In addition, during the months of June, July and August, postings will be listed on the district web site and will be submitted to the ISBE with the request to post the same on their web site.

### **17.2 Application for Transfer-Vacancy**

Any teacher may apply for transfer to another building where a vacancy exists. Such request shall be made in writing to the building principal where the vacancy exists and the teacher shall send a copy of such interest to the principal of the building in which a vacancy may be created as a result to the transfer being accepted.

### **17.3 Involuntary Transfer**

Any teacher affected by an involuntary transfer shall be notified as promptly as possible and shall be afforded an opportunity to have a conference with an appropriate administrator.

## **ARTICLE XVIII – CURRICULUM AND INSTRUCTION**

### **18.1 Material Recommendations**

Teachers shall have the right to recommend textbooks and supplementary instructional materials for their subject areas and/or grade level subject to policies and procedures as may be specified by the District.

### **18.2 First Day of Attendance**

On the first student attendance day of the school term students shall be required to attend school for a minimum of five (5) hours as determined by the Board. The balance of the school day shall be used by teachers for record keeping, classroom preparation and participation in faculty meetings.

### **18.3 Requests for Materials and Supplies**

All requests for materials and supplies shall be in writing. The appropriate administrator shall advise the teacher of the reason(s) for any denial of such request, and such shall be in writing if the teacher shall so request.

### **18.4 Record-Keeping Duties**

Two hours or more will be given at the final School Improvement Day for teachers to work on record-keeping duties.

### **18.5 Parent Teacher Conferences**

Each school year shall have two (2) days set aside for parent/teacher conferences. The Superintendent or designee with advice from the Association President shall establish the times of the conferences. The hours of the conferences shall not exceed the length of the regular school day.

## **ARTICLE XIX – INSTRUCTIONAL PLANNING AND PROFESSIONAL LEARNING COMMUNITY**

### **19.1 Planning Time**

The Board shall ensure planning time for each teacher during the student attendance day, exclusive of recess, travel time, and in a forty-five minute block. Such planning time shall be uniform within Pre-Kindergarten, Kindergarten, Primary, Intermediate, Junior High, and for all special area teachers. All teachers shall have one planning period per day and not less than two hundred and twenty-five (225) minutes per week exclusive of recess, travel time, and in blocks of forty-five minutes.

No more than one planning period per week shall be designated as a collaborative team planning period. Each collaborative team planning meeting shall use the PLC agenda template adopted by the Instructional Planning Committee. During such meetings, the team shall consider grade level learning and standards, student assessments, systemic intervention, differentiation of curriculum components, and enrichment.



## **19.2 Instructional Planning Committee**

Educators must determine how best to sequence instruction in a way that will advance student learning through the required content. The District and DEA will each appoint up to five (5) members to an Instructional Planning Committee to develop instructional tools and strategies including developing an instructional planning template (lesson plan) to be used by all educators and PLC agenda. The committee shall meet annually to review the lesson plan and PLC agenda template.

## **19.3 Lesson Plans**

All lesson plans for the current week must be submitted to the building administrator by no later than 7:00 p.m. on Sunday.

## **ARTICLE XX – RETIREMENT BENEFITS**

### **20.1 Election to Participate and Retirement**

Upon approval of the Board of Education, teachers who are TRS retirement eligible, with a minimum of ten (10) years of full-time employment in School District 148 in a position for which certification is required, may elect to participate in the retirement program provided hereafter. Eligible teachers must notify the Superintendent in writing by June 1 prior to the last full year of anticipated employment and the retirement must be effective at the end of this last full year. Said notice may be rescinded should the spouse of the eligible teacher die prior to the teacher's last day of employment. Any teacher who rescinds said notice upon the death of her/his spouse shall immediately repay the District for any benefits received under this Article. The last day to apply shall be June 1, 2026.

### **20.2 Reimbursement of Premiums**

For teachers hired after March 31, 1986, after ten (10) years of service as a licensed teacher, each teacher shall qualify for reimbursement of the premiums not to exceed the District's then current share of the cost of the single premium of the PPO. These benefits will end when the teacher becomes eligible for Medicare.

### **20.3 Retirement Incentive**

Teachers who wish to retire will be placed on an alternative salary schedule and receive an increase of six percent (6%) over the prior year's base salary and a six percent (6%) increase on any extra duty pay received from the prior year each year for a maximum of three (3) years. All increases on extra duty pay shall be paid no later than June 30<sup>th</sup> of that year and may not exceed an overall six percent (6%) annually.

### **20.4 Rescission of Retirement**

Any teacher who rescinds said agreement shall immediately repay the District for benefits received under this Article.

## **ARTICLE XXI – STRIKES AND LOCKOUTS**

### **21.1 Strikes**

The Association agrees that it will not, during the term of this Agreement, directly or indirectly, engage in a strike.

### **21.2 Lock-outs**

The Board agrees that it will not, during the term of this Agreement, lockout any bargaining unit member.

### **21.3 Performance During Strikes**

In the event that teachers report to assigned work places where persons other than bargaining unit members are engaged in a strike, the teachers shall during said strike perform only those duties regularly assigned to teachers. Teachers shall not be required to perform the duties of persons not members of the bargaining unit.

## **ARTICLE XXII – LEGISLATIVE CHANGES**

Should State or Federal legislation mandate a change that has a specific implementation date that occurs before the contract expires, the parties shall immediately meet to negotiate the impact of said changes.

## **ARTICLE XXIII – DRUG AND ALCOHOL TESTING**

### **23.1 Policy and Prohibitions**

It is the policy of the District that the public has the reasonable right to expect Association Members employed by the District to be free from the effects of drugs and alcohol. The use of illegal drugs and the abuse of legal drugs and alcohol by Association Members present unacceptable risks to the safety and well-being of students, other teachers, and the public. In addition, such conduct violates the reasonable expectations that the Association Members who serve the District be fit and free from the effects of drug and alcohol abuse. The District has the right to expect its Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

Association Members shall not be under the influence of any illegal drugs and/or alcohol while performing work for the District. Association Members shall report to their principal any known adverse side effects of medication or prescription drugs which may affect work performance. Association Members violating the provisions of this Article may be subject to progressive discipline, including and up to discharge.

## **23.2 Circumstances Under Which Testing is Permitted**

Where the District has reasonable suspicion to believe that an Association Member is under the influence of alcohol or illegal drugs while performing work for the District, the Board shall have the right to require the Association Member to submit to alcohol or drug testing. If a District staff member reports that an Association Member may be under the influence of drugs or alcohol, the suspicion/s shall be confirmed or corroborated by a building administrator and referred to the Superintendent or designee prior to any direction to submit to the testing. When a supervisor or building administrator has reasonable suspicion to believe that an employee is impaired due to being under the influence, the supervisor/administrator shall have the Superintendent or designee confirm suspicion/s prior to any order to submit to drug/alcohol testing. The Board will be responsible for the cost of administering the drug or alcohol testing.

### **A. Reasonable Suspicion**

1. “Reasonable suspicion” is defined as a belief based on objective facts sufficient to lead a reasonably prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.
2. Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include any of the following factors alone or in combination:
  - a. Observable phenomena, such as direct observation of drug use and/or physical symptoms or manifestations of being under the influence of drugs.
  - b. Observable phenomena, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of alcohol;
  - c. Slurred speech or unsteady walking or movement absent a medical reason for such;
  - d. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute.

### **B. Directive to Submit to Test**

1. A directive to submit to testing shall be in writing and signed by the Superintendent or designee. At the time the employee is ordered to submit to testing, the District shall allow the employee to notify a Union Representative. Refusal of a member to comply with the directive to submit to a drug/alcohol screening may support an adverse presumption that the test would have been positive if the presumption is reasonable considering the totality of the

circumstances. Refusal to submit to a screening may be cause for disciplinary action up to and including discharge.

2. At the time an Association Member is directed to submit to testing authorized by this Agreement, the District shall provide the employee a written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the directive to test. The Association member shall be permitted to consult with a representative of the Association provided that such a representative is available within 48 hours of the order.

3. No questioning of the Association Member shall be conducted without first affording the Member the right to Association representation and/or legal counsel.

4. A refusal to submit to such testing may subject the Association member to discipline, but the member's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

### **23.3 Types of Testing Permitted**

The District may use the following methods to test for the presence of drugs and/or alcohol in an employee's system:

- a. Urine Testing
- b. Evidentiary Breath Testing Device (Breathalyzer)
- c. The employee may request blood testing as his/her method of testing.

### **23.4 Conduct of Tests**

The testing authorized by this Agreement shall require the District to:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act or meets the certification requirements of the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- b. Ensure that the laboratory or facility selected conforms to all SAMHSA standards, including blind testing.
- c. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality and preserve specimens for a minimum of twelve (12) months.
- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.

- e. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration.
- f. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Superintendent in writing within forty-eight (48) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- h. Provide each employee tested with a copy of all information and reports received by the District in connection with the testing and results.
- i. Ensure that no employee is subject to any adverse employment except temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- j. Require that the laboratory or hospital facility report to the District that a sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the District inconsistent with the understanding expressed herein, the District shall not use such information in any manner or forum adverse to the employee's interests.
- k. Engage the service of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

### **23.5 Post-Test Procedure**

- A. Upon receipt of notification of a positive test result, the Superintendent or her representative shall notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drug(s) (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.)

- B. If an investigation reveals that the drugs have been legally prescribed to the employee and that the employee has consumed the drugs at a therapeutic level in accordance with prescription directions, no further action will be taken.
- C. If an investigation reveals that the drugs have not been legally prescribed to the employee, and is unrelated to cannabis, the Superintendent or designee shall initiate disciplinary action.
- D. In accordance with the Illinois Cannabis Regulation and Tax Act, Association members shall not be punished for off-duty consumption or use of cannabis if members are not impaired while performing duties for the District and such use does not adversely impact the learning or work environment.

### **23.6 Voluntary Requests for Assistance**

The District shall take no adverse employment action against an Association Member who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to the initiation of any investigation which may result in disciplinary action against the Association Member, including an order to report for drug and alcohol testing pursuant to this Article. The District shall make available through its Employee Assistance Program a means by which the Association member may obtain referrals and treatment. While undergoing treatment, the Association Member shall comply with and implement all conditions and recommendations of the program counselor or treatment team. All such requests shall be confidential, and any information received by the District, through whatever means, shall not be used in any manner adverse to the Associations Member's interests.

### **23.7 Confidentiality of Test Results**

The results of drug and alcohol tests may be disclosed to the person tested, the Superintendent, the designated representative of the Union, members of the School Board and the employee's supervisor.

### **23.8 Contest Rights**

The Association member has the right to file a grievance concerning violations of this Article and shall be entitled to all legal rights that Association members have with regard to tests ordered under this Article. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

## **ARTICLE XXIV – TEACHER SAFETY AND PROTECTION**

The District and the Association recognize the importance of establishing guidelines for addressing teacher and staff safety in the workplace and provide the following as guidelines as a reference by members.

### **24.1 Staff Threat Policy and Protection**

Any case of assault, harassment or physical attack against a teacher shall be promptly reported to the building Principal (or designee) and the DEA building representative. Cases of assault and physical attack will be reported by the person assaulted to the local law enforcement authorities no later than twenty-four (24) hours after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack in accordance with the Illinois School Code Chapter 105 ILCS 5/10-21.7. No deduction shall be made in the salary of the teacher for time spent in litigation in connection with any event mentioned in this Article.

#### **A. Policy**

Any case of assault, harassment or physical attack on the part of a student, which reasonably causes a teacher to feel threatened may subject such student to appropriate disciplinary measures, as determined by the Administration.

#### **B. Procedures**

If an incident occurs at school or at a school-related event which reasonably causes the teacher to feel threatened, a staff member or administration should immediately remove the student from class or event and notify the administrator. The administrator will arrange, if necessary, for a substitute so that the teacher can report to the administrator's office to prepare the incident report and to participate in a conference with an administrator and DEA union representative, if requested.

The student may be removed from the class during the administrative review, however, the student's rights, including, but not limited to, rights under IDEA, and SB100, will be observed and respected at all times.

### **24.2 Staff Injury**

In the event of a teacher injury, at the discretion of the individual and/or the school nurse, local paramedics may be called to transport the injured individual to an appropriate medical facility. No district employee shall be required to transport an injured individual.

### **24.3 Personal Items**

The District shall provide each certified staff member a location within the classroom that shall be used to secure personal belongings.

**ARTICLE XXV – PROCEDURES CONCERNING NEW PROFESSIONAL AGREEMENTS**

**25.1 Negotiation Teams and Authority**

Each party shall determine the makeup of its own negotiations representatives who shall be empowered to make proposals and counterproposals, and to reach tentative agreement.

**25.2 Commencement of Negotiations**

Unless otherwise mutually agreed, negotiations shall commence no later than January 15.

**25.3 Impasse Procedure**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. 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.

**25.4 Confidentiality**

The mediator shall not, except with the express written authorization of both parties, disclose or make public any recommendations which she/he may have.

**ARTICLE XXVI – REPRESENTATION REFERENDUM**

Any challenge to the Association as sole and exclusive bargaining representative of the teachers shall be in accordance with IELRA.

**ARTICLE XXVII – TERM OF AGREEMENT**

This Agreement shall continue in full force and effect until August 25, 2026. Negotiations for a successor Agreement shall be conducted pursuant to Article XVII of this Agreement.

**ARTICLE XXVIII – EFFECT AND SCOPE OF AGREEMENT**

The terms and conditions set forth in this Agreement represent the full and complete understanding between parties. The parties agree to negotiate under the provisions of the IELRA.

[SIGNATURE PAGE FOLLOWS]

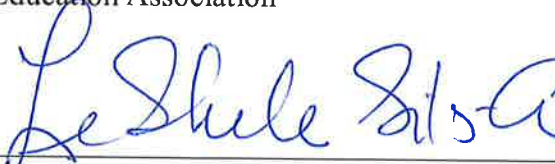


The foregoing Agreement is signed this 26<sup>th</sup> day of May, 2020.

In witness thereof:

For the District 148  
Education Association

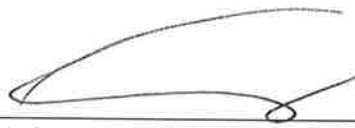
For the Board of Education  
School District 148

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Chief Negotiator

## Appendix A

### Dolton District 148 Education Association Salary Schedule for 2020-2021

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$46,000	\$51,000	\$56,000
<b>2</b>	\$47,500	\$52,500	\$57,500
<b>3</b>	\$49,000	\$54,000	\$59,000
<b>4</b>	\$50,500	\$55,500	\$60,500
<b>5</b>	\$52,000	\$57,000	\$62,000
<b>6</b>	\$53,500	\$58,500	\$63,500
<b>7</b>	\$55,000	\$60,000	\$65,000
<b>8</b>	\$56,500	\$61,500	\$66,500
<b>9</b>	\$58,000	\$63,000	\$68,000
<b>10</b>	\$59,500	\$64,500	\$69,500
<b>11</b>	\$61,000	\$66,000	\$71,000
<b>12</b>	\$62,500	\$67,500	\$72,500
<b>13</b>	\$64,000	\$69,000	\$74,000
<b>14</b>	\$65,500	\$70,500	\$75,500
<b>15</b>	\$67,000	\$72,000	\$77,000
<b>16</b>	\$69,000	\$74,000	\$79,000
<b>17</b>	\$71,000	\$76,000	\$81,000
<b>18</b>	\$73,000	\$78,000	\$83,000
<b>19</b>	\$75,000	\$80,000	\$85,000
<b>20</b>	\$77,000	\$82,000	\$87,000

**Teachers off the schedule will receive an additional \$6,000 for 2020-21.**

**Dolton District 148 Education Association  
Salary Schedule for 2021-2022**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$47,000	\$52,000	\$57,000
<b>2</b>	\$47,840	\$53,040	\$58,240
<b>3</b>	\$49,400	\$54,600	\$59,800
<b>4</b>	\$50,960	\$56,160	\$61,360
<b>5</b>	\$52,520	\$57,720	\$62,920
<b>6</b>	\$54,080	\$59,280	\$64,480
<b>7</b>	\$55,640	\$60,840	\$66,040
<b>8</b>	\$57,200	\$62,400	\$67,600
<b>9</b>	\$58,760	\$63,960	\$69,160
<b>10</b>	\$60,320	\$65,520	\$70,720
<b>11</b>	\$61,880	\$67,080	\$72,280
<b>12</b>	\$63,440	\$68,640	\$73,840
<b>13</b>	\$65,000	\$70,200	\$75,400
<b>14</b>	\$66,560	\$71,760	\$76,960
<b>15</b>	\$68,120	\$73,320	\$78,520
<b>16</b>	\$69,680	\$74,880	\$80,080
<b>17</b>	\$71,760	\$76,960	\$82,160
<b>18</b>	\$73,840	\$79,040	\$84,240
<b>19</b>	\$75,920	\$81,120	\$86,320
<b>20</b>	\$78,000	\$83,200	\$88,400

**Teachers off the schedule will receive an additional \$4,000 each year**

**Dolton District 148 Education Association  
Salary Schedule for 2022-2023**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$48,000	\$53,000	\$58,000
<b>2</b>	\$48,880	\$54,080	\$59,280
<b>3</b>	\$49,754	\$55,162	\$60,570
<b>4</b>	\$51,376	\$56,784	\$62,192
<b>5</b>	\$52,998	\$58,406	\$63,814
<b>6</b>	\$54,621	\$60,029	\$65,437
<b>7</b>	\$56,243	\$61,651	\$67,059
<b>8</b>	\$57,866	\$63,274	\$68,682
<b>9</b>	\$59,488	\$64,896	\$70,304
<b>10</b>	\$61,110	\$66,518	\$71,926
<b>11</b>	\$62,733	\$68,141	\$73,549
<b>12</b>	\$64,355	\$69,763	\$75,171
<b>13</b>	\$65,978	\$71,386	\$76,794
<b>14</b>	\$67,600	\$73,008	\$78,416
<b>15</b>	\$69,222	\$74,630	\$80,038
<b>16</b>	\$70,845	\$76,253	\$81,661
<b>17</b>	\$72,467	\$77,875	\$83,283
<b>18</b>	\$74,630	\$80,038	\$85,446
<b>19</b>	\$76,794	\$82,202	\$87,610
<b>20</b>	\$78,957	\$84,365	\$89,773

**Teachers off the schedule will receive an additional \$4,000 each year**

**Dolton District 148 Education Association  
Salary Schedule for 2023-2024**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$49,000	\$54,000	\$59,000
<b>2</b>	\$49,440	\$54,590	\$59,740
<b>3</b>	\$50,346	\$55,702	\$61,058
<b>4</b>	\$51,246	\$56,816	\$62,387
<b>5</b>	\$52,917	\$58,488	\$64,058
<b>6</b>	\$54,588	\$60,159	\$65,729
<b>7</b>	\$56,259	\$61,830	\$67,400
<b>8</b>	\$57,930	\$63,501	\$69,071
<b>9</b>	\$59,602	\$65,172	\$70,742
<b>10</b>	\$61,273	\$66,843	\$72,413
<b>11</b>	\$62,944	\$68,514	\$74,084
<b>12</b>	\$64,615	\$70,185	\$75,755
<b>13</b>	\$66,286	\$71,856	\$77,426
<b>14</b>	\$67,957	\$73,527	\$79,097
<b>15</b>	\$69,628	\$75,198	\$80,768
<b>16</b>	\$71,299	\$76,869	\$82,440
<b>17</b>	\$72,970	\$78,540	\$84,111
<b>18</b>	\$74,641	\$80,211	\$85,782
<b>19</b>	\$76,869	\$82,440	\$88,010
<b>20</b>	\$79,097	\$84,668	\$90,238

**Teachers off the schedule will receive an additional \$4,000 each year**

**Dolton District 148 Education Association  
Salary Schedule for 2024-2025**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$50,000	\$55,000	\$60,000
<b>2</b>	\$50,470	\$55,620	\$60,770
<b>3</b>	\$50,923	\$56,228	\$61,532
<b>4</b>	\$51,857	\$57,373	\$62,890
<b>5</b>	\$52,784	\$58,521	\$64,258
<b>6</b>	\$54,505	\$60,242	\$65,979
<b>7</b>	\$56,226	\$61,963	\$67,701
<b>8</b>	\$57,947	\$63,685	\$69,422
<b>9</b>	\$59,668	\$65,406	\$71,143
<b>10</b>	\$61,390	\$67,127	\$72,864
<b>11</b>	\$63,111	\$68,848	\$74,586
<b>12</b>	\$64,832	\$70,569	\$76,307
<b>13</b>	\$66,553	\$72,291	\$78,028
<b>14</b>	\$68,274	\$74,012	\$79,749
<b>15</b>	\$69,996	\$75,733	\$81,470
<b>16</b>	\$71,717	\$77,454	\$83,192
<b>17</b>	\$73,438	\$79,175	\$84,913
<b>18</b>	\$75,159	\$80,897	\$86,634
<b>19</b>	\$76,880	\$82,618	\$88,355
<b>20</b>	\$79,175	\$84,913	\$90,650

**Teachers off the schedule will receive an additional \$4,000 each year**

**Dolton District 148 Education Association  
Salary Schedule for 2025-2026**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>
<b>1</b>	\$50,500	\$55,500	\$60,500
<b>2</b>	\$51,500	\$56,650	\$61,800
<b>3</b>	\$51,984	\$57,289	\$62,593
<b>4</b>	\$52,451	\$57,915	\$63,378
<b>5</b>	\$53,412	\$59,095	\$64,777
<b>6</b>	\$54,367	\$60,277	\$66,186
<b>7</b>	\$56,140	\$62,049	\$67,959
<b>8</b>	\$57,913	\$63,822	\$69,732
<b>9</b>	\$59,686	\$65,595	\$71,505
<b>10</b>	\$61,458	\$67,368	\$73,277
<b>11</b>	\$63,231	\$69,141	\$75,050
<b>12</b>	\$65,004	\$70,914	\$76,823
<b>13</b>	\$66,777	\$72,686	\$78,596
<b>14</b>	\$68,550	\$74,459	\$80,369
<b>15</b>	\$70,323	\$76,232	\$82,142
<b>16</b>	\$72,096	\$78,005	\$83,914
<b>17</b>	\$73,868	\$79,778	\$85,687
<b>18</b>	\$75,641	\$81,551	\$87,460
<b>19</b>	\$77,414	\$83,323	\$89,233
<b>20</b>	\$79,187	\$85,096	\$91,006

**Teachers off the schedule will receive an additional \$4,000 each year**

**Appendix B**  
**Extra Duty Pay**

All activities must maintain a minimum of 10 students.  
Scheduling of 7<sup>th</sup> and 8<sup>th</sup> grade Varsity Teams take precedence over Elementary activities.

<b>7<sup>th</sup> and 8<sup>th</sup> grade Activities</b>	<b>HOURS</b>	<b>TOTAL RATE</b>
Basketball	130	\$3,900
Volleyball	130	\$3,900
Cheerleading	130	\$3,900
Track	130	\$3,900
Cross Country	130	\$3,900
Yearbook	65	\$1,950
Athletic Director		\$1,500

**4<sup>th</sup> through 8<sup>th</sup> grade activities**

<b>Activity</b>	<b>4<sup>th</sup>/ 6<sup>th</sup> gr. hrs.</b>	<b>rate</b>	<b>7<sup>th</sup>/8<sup>th</sup> gr. hrs.</b>	<b>rate</b>
Play (One semester)	30	\$900	56	\$1,680
Black History	30	\$900	48	\$1,680
Newspaper	30	\$900	56	\$1,680
Student Council	30	\$900	48	\$1,440
NJHS			48	\$1,440
Chorus	30	\$900	48	\$1,440
Clubs	30	\$900	48	\$1,440

(extracurricular activities which are academically related i.e. Art, Computer, Math)

Fine Arts Festival	15	\$450	24	\$720
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**4<sup>th</sup> through 8<sup>th</sup> grade intramurals**

**(All elementary activities shall last no more than 1 hour per day)**

	<b><u>hours</u></b>	<b><u>rate</u></b>
Softball	30	\$900
Basketball	30	\$900
Volleyball	30	\$900
Track	30	\$900
Cross Country	30	\$900



**Supervisions**

Bus Monitor		\$30 per hour
Detention		\$30 per hour
After School Activities (supervise volleyball, dances, etc)		\$30 per hour
Professional Development		\$30 per hour
Before School Supervision		\$30 per hour

**Acceleration (16 student contact hours & 4 prep. Hours)** \$24.50 per hour

**Computer Coach (to be determined by district)** 48 hours \$1,000

**Band Director** \$4,000

**Choir Director** \$4,000

**Consulting Teacher (for teacher remediation)** \$2,500 per year

**Travel Pay** \$1 per trip

**Athletic Director for 3 junior highs job description**

1. Schedule all games for all sports
2. Schedule all buses for all sports
3. Schedule all referees for all sports

**Inductor/Mentor Coordinator** \$10,000 per year

**Non-Compensation**

**MTSS Facilitator-** The MTSS Facilitator and Safety Facilitator shall be granted one release day per quarter (to a total of 4 days per school year) for MTSS work in the building. The MTSS facilitator and Safety facilitator will submit the proposed dates to the principal for approval.

**APPENDIX C**  
**BOARD OF EDUCATION, DISTRICT NO. 148**  
**DOLTON, COOK COUNTY, ILLINOIS**  
**APPLICATION FOR PERSONAL LEAVE**  
**SEND TO SUPERINTENDENT**  
**(2 days prior to leave)**

Please Print:

**NAME**

---

**SCHOOL**

---

**POSITION**

---

**DAY & DATE OF REQUEST**

---

- Check One  all day  
 1/2 day - a.m.  
 1/2 day - p.m.

If this is an emergency request submitted after the period of absence, explain the nature of the emergency.

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Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Principal - Initial: \_\_\_\_\_ Date: \_\_\_\_\_

- Approved  
 Not Approved

Superintendent - Initial: \_\_\_\_\_

- Approved  
 Not Approved

s-7  
4/2000

**APPENDIX D**  
**BOARD OF EDUCATION, DISTRICT NO. 148**  
**DOLTON, COOK COUNTY, ILLINOIS**  
**PRESIDENT/ASSOCIATION LEAVE**  
**SEND TO SUPERINTENDENT**  
**(2 days prior to leave)**

- President day \_\_\_\_\_ of 12 days
- Association

- Check One  all day  
 1/2 day - a.m.  
 1/2 day - p.m.

Reason for request:

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Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DEA/DSA Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal - Initial: \_\_\_\_\_ Date: \_\_\_\_\_

- Approved
- Not Approved

Superintendent - Initial: \_\_\_\_\_

- Approved
- Not Approved

S-10  
12/04

The Mission of School District 148 is to  
challenge and support all students to reach their highest level of performance.

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