

PROFESSIONALLY NEGOTIATED (PN) A G R E E M E N T

2005 – 2010

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 The Board recognizes the Association as the sole and exclusive negotiating agent for all regularly employed certificated 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 The term “District” refers collectively to all educational facilities or academic locations of the Board.
- 2.3 The term “school” refers to any single education facility or academic location of the District exclusive of the Central Administrative Facilities.
- 2.4 The term “teacher” as used in the Agreement includes all members of the bargaining unit described in section 2.1 of this Article.
- 2.5 All teacher benefits shall be prorated for part-time teachers unless otherwise expressly stated herein.

Article III - General Principles

- 3.1 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 certificated teachers and other certificated personnel of the District.
- 3.2 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 well satisfied with the conditions under which their services are rendered.
- 3.3 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.

- 3.4** 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** 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**
- A.** Each bargaining unit member shall either join the Association or in lieu thereof, shall pay a fair share 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.
 - B.** In the event that the bargaining unit member does not pay said fee directly to the Association by **October 1** of each school term, upon written notice to the Business Office by the Association, the Board shall deduct the fee from the wages of said bargaining unit member according to the procedures which apply to Association members, including amounts and times of payment.
 - C.** Such 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.** The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable nonreligious charitable organization as per Association policy and the Rules and Regulations of the IELRA Board.
- E.** 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.
- F.** 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.

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

4.4 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 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 fee-payer without written authorization of the President of the Association.

Article V - Association Rights

- 5.1** The Board agrees to allow teacher leave, with no loss of pay or benefits, 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 shall pay the cost of the substitutes for any teacher granted the leave in advance of the meeting. With reasonable advance notice, the Association may substitute one (1) teacher for another who is listed in the written application.
- 5.2** 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** The Association President and/or his or her designee shall be granted twelve (12) release days during the school year for Association business.

The following procedures shall prevail:

- A.** The Association shall pay for the cost of the substitute.
 - 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 ($\frac{1}{2}$) 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** The President of the Association or his/her designee shall be furnished a copy of the Board agenda for any regular or special Board meeting, if there be such, in advance of such meeting, by placing a copy thereof in his or her school mailbox or by such other procedure as shall be mutually agreeable. The President shall likewise be furnished a copy of the approved minutes of Board meeting within ten (10) days.

Article VI - Professional Assignments

- 6.1** 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 15**. If it shall become necessary to change an assignment after July 15, the teacher shall be notified of any change with ten (10) days of the event necessitating the change.
- 6.2** 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 making assignment in addition to the normal teaching schedule during the regular school term shall be given to teachers with four years of consecutive service in the District who volunteer. The next preference shall be given to teachers with less than four years of consecutive service in the District who volunteer.
- 6.4** 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** 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** To the extent possible, **by the end of the first full week of August**, each teacher shall be 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.
- 6.7** 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.

- 6.8** The Board shall ensure planning time for each teacher during the student attendance day, exclusive of recess, travel time, and blocks of time less than fifteen (15) minutes in duration. Such planning time shall be uniform within Kindergarten, Primary, Intermediate, Junior High, and for all special area teachers. All teachers shall receive no less than one hundred seventy (170) minutes of planning time per week.
- 6.9** Notwithstanding any other provision in the Article, students shall be dismissed from the Junior High school 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. The Board and the Association agree that this paragraph may be reopened for negotiations by either party at the end of any school year during the term of this Agreement upon written notice to the other party on or before **May 1**. Renegotiation of this paragraph shall not affect the continued validity or binding effect of any other provision of this Agreement.
- 6.10** In facilities whose regularly scheduled dismissal is at 2:30 p.m., no building meeting shall be scheduled after 3:15 p.m.

6.11 Class Size Aide

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

Primary (K-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)

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.

6.12 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 according to the following schedule:
1. The rate of pay is \$30 (thirty) per hour.
 2. Parts of an hour shall be distributed as follows:
 - a. 1 to 20 minutes - \$10
 - b. 21 to 40 minutes - \$20
 - c. 41 to 60 minutes - \$30
- D. Time sheets for each person shall be held in a binder in each building's office. The time sheets will be filled out and the teacher will initial it.
1. Time sheets will be submitted on the last day of the first school semester for payment during the next available payroll.
 2. Time sheets will be submitted for the second time two weeks prior to the end of the school year for payment during the next payroll.

Any personnel substituting during the last two weeks of school will have their time sheets submitted on the last day of school. That time sheet will be submitted to the Business Office for payment to be received no later than July 1 of that year.

Article VII - Teacher Performance Evaluation

7.1 As a term of employment:

All newly hired or newly certified teachers shall participate in the Induction/Mentor Program during their first two years of employment

All newly hired teachers who have four or more years of current certified teaching experience shall attend the in-services for new teachers held prior to the start of the school year. They shall also attend the ten monthly Mentor Meetings. Current certified teaching experience is defined as consecutive years of service prior to hire by School District 148. This is a one year program.

The District will exhaust all available opportunities to fill a vacancy with a certified teacher. If no certified teacher is found to fill a vacancy, the District may employ an Alternative/Resident Certified Teacher. In cases where the District has committed substitute teachers who aspire to become certified, the Association and the District will allow those individuals to enter into Alternative/Resident Certified Teacher Programs. The Alternative/Resident Certified Teacher will agree to follow the signed agreement between the District and University and stay in the District for the time agreed to. Should the Alternative/Resident Certified Teacher choose to break their agreement with the District, they shall repay the sum of \$10,000.

- 7.2** The purpose of the Professional Growth Track is to assist teachers in the continued monitoring of their instructional techniques. The purpose of the Evaluation Track is to document a teacher's performance.
- 7.3** The evaluation procedures and the instrument shall be explained to newly employed teachers at the new teacher orientation meeting. Within twenty (20) teacher employment days following the beginning of the school term or employment, the Superintendent or designee shall meet with the teachers to discuss the evaluation procedures and the instrument. Within the same twenty (20) teacher employment days, each teacher will be informed in writing of his/her placement on the Evaluation or the Professional Growth Track referenced in Section 7.2. No evaluation process shall take place until this meeting has been completed.
- 7.4** Teachers newly placed on the Evaluation Track or at least annually shall meet with their evaluator to discuss areas of performance concern and their relation to the evaluation instrument prior to any Evaluation Track classroom observation. No such classroom observation shall take place within five (5) teacher employment days after this meeting.
- 7.5** All 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. Teachers with less than four years of consecutive service in the District shall be evaluated on the Evaluation Track at least once each school semester. Those teachers with four years of consecutive service in the District on the Evaluation Track shall be observed at least once every school year. Upon attaining four years of consecutive service, teachers may be placed on the Professional Growth Track based on the evaluator's recommendation. Teachers with four consecutive years of full time experience in the District on the Professional Growth Track shall be observed at least once every two (2) school years. The evaluation procedures for teachers on the Evaluation Track shall be completed by April 1st unless they are placed on that Track after March 1st. The evaluation procedures for teachers on the Professional Growth Track shall be completed on or before May 30.
- 7.6** Evaluation is an ongoing process. Each formal evaluation shall be preceded by at least (1) classroom observation. Within ten (10) teacher employment days following the classroom observation, a 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 ten (10) working days of the completion of the evaluation process.
- 7.7** 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** The failure of the Board to follow the Teacher Evaluation Plan procedures within this Article shall be grievable.

Article VIII - Teacher File, Discipline and Tenure

- 8.1** 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** 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 hereinbefore set forth 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** 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** A teacher shall receive written notification by the District other than his/her contract when placed on tenure, four years of consecutive service in the district.
- 8.5** No final disciplinary action shall be taken against a teacher as a result of a complaint until the same shall have been brought to the teacher's attention. The teacher shall have the right to be represented by a member of the Association 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. 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 for an unlimited duration, for purposes of conducting an investigation into allegations received concerning an employee.

- 8.6** A bargaining unit member shall be entitled to have a representative of the Association 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 such 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** The Board shall distribute a copy of its Drug and Alcohol Free Workplace policy to each teacher at the commencement of each school year.

Article IX - Pupil Discipline

- 9.1** 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** 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. In such cases the teacher will furnish the building principal or designee, with the full written particulars of the incident, as promptly as his/her teaching duties will allow.
- 9.3** 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** 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**
- 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 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** 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.** 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) days after receipt of the grievance. Such written grievance shall be filed with such supervisor within fifteen (15) 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) 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.** If the grievance is not resolved at Step A, then the grievant may refer the grievance to the Superintendent or the Superintendent's official designee within six (6) days after receipt of the Step A answer or within eight (8) days after the Step A meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within ten (10) 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) 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.** If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, 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) days of the receipt of Step B answer, 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 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, and if withdrawn, such grievance shall be treated as never having been filed.

Article XI - Reduction in Personnel

11.1 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, the following procedure shall be utilized.

First, all teachers with less than four consecutive years of full time experience in the District shall be dismissed prior to dismissing any teacher on contractual continued service who is legally qualified to teach any subject being taught by such teacher.

As between teachers, the teacher with the shorter length of continuing service with the District shall be dismissed first.

As used herein, "continuing service with the District" shall mean uninterrupted service as a teacher with four consecutive years of full time experience in the District. A resignation shall interrupt service, but a leave of absence shall not interrupt service, provided an unpaid leave of absence of sixty (60) employment days or more shall not be computed in length of service.

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.

In the event of identical continuing service, the teacher with the greater number of years of teaching in public schools in the United States and/or in schools operated by the Department of Defense shall be deemed senior. If this is still identical, the teacher with the highest schedules salary (excluding extracurricular activities) shall be deemed senior. If still identical, a determination by lot shall be made by the Superintendent or designee in the presence of an Association representative.

All teachers shall be notified of their dismissal prior to the Board meeting at which such action is to be taken.

- 11.2 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 layoff specified above.
- 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.

Article XII - Pay Procedure and Deduction

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, issued regularly every other Friday, the last check payable on the last day of school.
- B.** Payment based on twelve (12) months, 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.

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 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 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.

Article XIII - Leaves - Paid

13.1 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 forty (340) days. Each teacher who has accumulated more than 340 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 ($\frac{1}{2}$) days.

- 13.3** 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. 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 one year's experience as a teacher in the District. After that first 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.
- 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** 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** 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 The Association shall budget a specific sum from the Association Pool for each school year during the term of this Agreement to pay for the cost of substitutes chargeable to the Association Pool. If any portion of said sum has not been spent on substitutes, that portion remaining shall be distributed on or before **June 30** as a bonus to teachers with exemplary attendance. Sixty percent (60%) shall be segregated and distributed equally to those teachers who have not required the use of any sick leave days or personal leave days during any one (1) or both of the two (2) semesters. Forty percent (40%) shall be segregated and distributed equally to those teachers who have required the use of sick leave days or personal leave for one (1) or two (2) days per semester during any one (1) or both of the two (2) semesters.

13.8 Bereavement Leave

Up to five (5) 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.

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 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 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 Strategic Plan. 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.

14.3 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.

14.4 Parental Leave

A teacher shall be entitled to a parental leave of absence. 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.

14.5 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.

14.6 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 A. The Association Pool shall pay the individual premium for health and major medical insurance for each teacher. If a teacher does not elect to utilize this benefit, the Association Pool shall in lieu thereof pay twenty-five hundred dollars (\$2,500.00) 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.** The Association Pool shall pay up to one hundred seventy-five dollars (\$175.00) per month for dependent health and major medical insurance for each full-time teacher and her/his dependents as determined by the insurance policy. The Association Pool and each full-time teacher electing dependent coverage shall divide equally any cost for dependent health and major medical insurance in excess of one hundred seventy-five dollars (\$175.00) per month. 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 Association Pool shall pay for each teacher, including part-time teachers, the full premium for employee dental insurance.
- E.** The Association Pool 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 Association Pool 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.

15.2 Upon presentation of an official grade report showing satisfactory completion, the Association Pool agrees to reimburse a teacher, including part-time teachers, an amount not to exceed **one hundred dollars (\$100.00)** 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 eight percent (8%) 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 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 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 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.

Article XVI - Shared Revenue

16.1 The Board and the Association agree that they shall share revenues pursuant to the procedures provided hereafter. The intent of the parties is to provide for the economic security of the bargaining unit and to balance the Education Fund of the School District by sharing revenues.

16.2 Each year for the duration of the Agreement, the Association shall have available to it a sum equal to 71.496% of the discretionary revenue in the Education Fund of the school district. The discretionary revenue in the Education Fund shall be limited to the following items:

- A.** One hundred percent (100%) of General State Aid;
- B.** One hundred percent (100%) of the general levy for the Education Fund including the portion attributable to the two percent (2%) special education levy, but excluding the portion attributable to the tort immunity levy;
- C.** One hundred percent (100%) of the Corporate Personal Property Replacement Tax; and
- D.** One hundred percent (100%) of the interest earned on monies in the Education Fund.

16.3 In addition, the Association shall have available to it any portion of revenues from other sources including, but not limited to, Title I, 94-142 Special Education flow through grant, and the reimbursement for local district special education personnel, which are used for the payment of salary and/or benefits for members of the bargaining unit. In addition, the Board and the Association agree that the Association shall not be responsible for the expenses of substitutes and travel pay for members of the bargaining unit on professional leave when monies for said items are line item budgeted from non-discretionary grant revenues. The Board shall separately account for the cost of said substitutes and travel pay without debiting or crediting the Association.

- 16.4** The remaining 28.504% of the discretionary revenue in the Education Fund and all other revenues not available to the Association hereunder shall be available for expenditure by the Board in any manner it deems appropriate.
- 16.5** Those revenues available to the Association pursuant to paragraphs 16.2 and 16.3 of this Article shall be known as “the Association Pool”. The Board shall separately account for these revenues on a report entitled the “Association Pool” and shall make a copy of this report available to the Association on a monthly basis during the school term.
- 16.6** The revenues segregated into the Association Pool shall be utilized to pay the following items on behalf of members of the bargaining unit:
- A.** Salaries as provided in the salary schedule contained within Appendix A and as determined by the Board and the Association pursuant to the procedures contained herein;
 - B.** The Professional and Personal Benefits provided in Article XV;
 - C.** The cost of substitutes for bargaining unit members absent for any reason permitted by the Agreement except those absent for professional leave where the cost of a substitute is paid as provided in paragraph 16.3 of this Article;
 - D.** Retirement benefits as provided in Article XXIII;
 - E.** Extra duty pay as provided in Appendix B;
- and
- F.** Travel pay as provided in Appendix B except that which is paid as provided in paragraph 16.3 of this Article.
- 16.7** The Board guarantees a minimum salary raise to each member of the bargaining unit in the school years within this Agreement equal to the cost of that member’s movement of one step on the salary schedule contained within Appendix A, except that those members off the salary schedule or repeating step 20 shall receive a minimum salary raise equal to the cost of movement from step 19 to step 20 in their lane placement. This guarantee shall be known herein as the “safety net”.
- 16.8** Should expenditures from the Association Pool, including payment of the safety net, in any given year exceed the Association’s share of revenues in that year, the deficit shall carry forward to the next year. In that next year, the Association’s share of the revenues shall first be used to pay the deficit from the preceding year, if any, and then to pay the safety net. Any sums remaining shall be distributed according to the procedures provided herein. Any deficit shall again carry forward to the next year.

16.9 Should the Association retain a deficit in the Association Pool upon the termination of this Agreement, said deficit shall be the starting point for negotiation of a successor Agreement. Thus, said deficit shall survive this Agreement as an obligation of the Association to the Board and payment of said deficit by the Association shall be negotiated during negotiation of a successor Agreement. The parties agree that said deficit shall represent the status quo upon termination of this Agreement.

16.10 A committee shall be formed consisting of five (5) representatives of the Board, including the Superintendent and Business Manager, and five (5) representatives of the Association, including the President and Chief Negotiator. Each side shall select its own representatives unless otherwise specified. Each side shall have one (1) vote. The committee shall analyze the revenues available to the Association Pool, the expenses to be paid from the Association Pool and shall determine the proper distribution of the Association Pool according to the following annual schedule:

July 1 - the committee shall declare the dollars value of the safety net as defined in paragraph 16.7.

August 1 - the committee shall declare the deficit or surplus remaining in the Association Pool which shall carry forward to the next year.

September 1- the committee shall declare the revenues available to the Association Pool.

September 1 through September 30 - if the revenues available for the year exceed the safety net and any deficit carried over from the previous year, the committee shall negotiate distribution of the excess revenues within the items listed in paragraph 16.6 of this Article for that year. If the revenues available for the year are equal to or less than the safety net and any deficit carried over from the previous year, the committee shall meet to determine whether further negotiation is necessary.

October 15 - the new distribution, if any, shall be implemented after October 15.

August 1 - the committee shall close the books on the previous fiscal year.

16.11 If, after September 1 in any year, the governor or the legislature rescind previously approved funding, the Board and the Association agree to immediately meet to negotiate in good faith a solution which is consistent with the intent of the Article to the deficit thereby created.

16.12 There shall be no interest charged the Association for any deficit in the Association Pool.

- 16.13** The Board shall meet and consult with a staffing committee, whose responsibility it shall be to discuss needs of the District and revenues available to meet those needs. The recommendations of the staffing committee shall be advisory only; however, the Board shall not unreasonably reject the recommendations of the staffing committee. The Board retains sole control over the number of teachers/employees employed by the District. The appropriate administrator shall notify the Association President when the need arises to employ a teacher beyond step six (6) of the salary schedule.
- 16.14** The Board shall levy at the highest authorized rate in the Education Fund for the term of this Agreement.

Article XVII - Procedures Concerning New Professional Agreements

- 17.1** 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.
- 17.2** Unless otherwise mutually agreed, negotiations shall commence no later than March 15.
- 17.3** 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.
- 17.4** 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 XVIII - Representation Referendum

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

Article XIX - Effect of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding between parties.

Article XX - Scope of Agreement

The parties agree to negotiate under the provisions of the IELRA.

Article XXI - Vacancies, Transfers and Promotions

- 21.1** The Board agrees to post a notice of any openings or new position 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.

- 21.2** Any teacher may apply for transfer to another building where a vacancy exists. Such application shall be made in writing to the building principal where the vacancy exists, and send a copy of such application to the principal of the building in which a vacancy may be created as a result to the transfer being accepted.
- 21.3** 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 XXII - Curriculum and Instruction.

- 22.1** 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.
- 22.2** On the first student attendance day of the school term students shall be required to attend school **for one (1) hour 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.
- 22.3** 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.
- 22.4** There shall be two (2) early dismissal days on or prior to the end of the calendar school term, i.e., without increasing the length of the school calendar after it has been established, the remainder of which days shall be used as record days.
- 22.5** 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 XXIII - Retirement Benefits

- 23.1** Upon approval of the Board of Education, teachers aged fifty-five (55) years or older, with a minimum of ten (10) years of full-time employment in School District 148 the District, 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 Association Pool for any benefits received under this Article. The last day to apply shall be June 1, 20__ .

23.2 Teachers who retire under the provisions of the Illinois Teachers' Retirement System (TRS) have the following options:

1) remain in the District health plan until the age of 65. At age 65 the retiree, may enroll in a qualified Health Maintenance Organization (HMO) or in a hospital-surgical-major medical insurance group plan.

2) may enroll in a qualified Health Maintenance Organization (HMO) or in a hospital-surgical-major medical insurance group plan.

Upon receipt of the proof of payment, the Association Pool shall promptly reimburse the retiree for the premium for the individual coverage under such plan, provided such premium reimbursement shall not exceed the then current cost of the single premium in the group plan provided by the District. This shall cease to be operative upon the death of the retiree or after a period equal to the length of the teacher's consecutive full-time employment by the District, in a position for which certification is required, whichever shall first occur.

23.3 For teachers who elect to take early retirement without discount under the provisions of Section 16-133.2 of the Illinois Pension Code, the Association and the Board hereby agree to define the method of calculation to be used in determining the maximum dollar amount to be paid as follows:

“The Association Pool will pay to the teacher an amount equal to four percent (4%) of the sum of the teacher's final scheduled salary plus one thousand dollars (\$1,000) times the number of years of service purchased to a maximum of five years.”

Example:

\$45,000	final scheduled salary
<u>+ 1,000</u>	plus \$1,000
\$46,000	
<u>x 4%</u>	
\$ 1,840	
<u>x 3</u>	
\$ 5,520	

The sum may be distributed in one of the following ways:

- A.** The sum may be distributed over the retiring teacher's last two (2) years of service.
- B.** The sum may be distributed over the retiring teacher's last year of service.
- C.** The sum may be distributed as a one-time lump sum payment upon retirement, payable on the first pay period in May during the year of retirement.

This provision shall become effective as of 4/27/05.

- 23.4** Teachers who retire and who are not eligible for or who elect not to take the early retirement described in the preceding sub-section, shall have the option of having the Association Pool increase the retiring teacher's salary by an amount equal to five hundred dollars (\$500) times the number of years of consecutive full-time employment in the District in excess of ten (10) years. This sum may be distributed in one of the following ways:
- A.** The sum may be distributed over the retiring teacher's last two (2) years of service.
 - B.** The sum may be distributed over the retiring teacher's last year of service.
 - C.** The sum may be distributed as a one-time lump sum payment upon retirement, payable as a separate check on the first pay period in May during the year of retirement.

This provision shall become effective as of 4/27/05.

- 23.5** Any teacher who rescinds said agreement shall immediately repay the Association Pool for benefits received under this Article.
- 23.6** The Board and the Association's Negotiation Team may limit the number of retirees eligible for benefits under the Early Retirement Option (ERO) if the number of retirees electing the ERO is greater than 30 percent of those who are eligible in the District in any given year. Any such limitation shall be made on the basis of seniority in the District.
- 23.7** Should a teacher in his or her last year of employment use more sick leave days than he or she earned in that year, the teacher shall upon returning from the absence, present a doctor's note confirming illness for each sick leave day used in excess of the number of sick days earned in that year. Should the teacher fail to present a doctor's note as required herein, he or she shall be docked 1/180th of the one-time employee contribution paid by the Association Pool under Section 24.3 or 1/180th of the amount paid by the Association Pool under Section 24.4, whichever is applicable.

Article XXIV - Strikes and Lockouts

- 24.1** The Association agrees that it will not, during the term of this Agreement, directly or indirectly, engage in a strike.
- 24.2** The Board agrees that it will not, during the term of this Agreement, lockout any bargaining unit member.
- 24.3** 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 XXV - Term of Agreement

Maintain an evergreen agreement with the Finance Committee, as established in Article 16.3 of this Agreement, serving as the vehicle for the ongoing communication process. The Board and the Association shall have the ongoing ability to place items for discussion on the Agenda. Items requiring ratification will be submitted to the full Board and the Association's membership in an ongoing process. The evergreen agreement shall be reviewed annually, no later than during the May Finance Committee meeting. It is agreed that if the Board and the DEA mutually agree to discontinue this Article in May of any year. The remainder of this Agreement shall continue in full force and effect until August 25, 2010. Negotiations for a successor Agreement shall be conducted pursuant to Article XVIII of this Agreement.

This Agreement is signed this 25th day of May, 2005.

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 2007 - 2008

Step	BA	BA+10	BA+20	MA	MA+10	MA+20
1	\$33,682	\$34,253	\$34,824	\$37,613	\$38,183	\$38,753
2	\$34,698	\$35,269	\$35,839	\$38,628	\$39,198	\$39,769
3	\$35,713	\$36,284	\$36,855	\$39,644	\$40,213	\$40,784
4	\$38,188	\$38,758	\$39,328	\$42,117	\$42,688	\$43,258
5	\$39,203	\$39,774	\$40,343	\$43,134	\$43,703	\$44,274
6	\$41,662	\$42,232	\$42,803	\$45,592	\$46,162	\$46,732
7	\$42,677	\$43,248	\$43,818	\$46,607	\$47,177	\$47,748
8	\$43,692	\$44,263	\$44,834	\$47,623	\$48,193	\$48,763
9	\$46,406	\$46,977	\$47,548	\$50,336	\$50,906	\$51,477
10	\$47,433	\$48,004	\$48,574	\$51,363	\$51,933	\$52,504
11	\$48,460	\$49,030	\$49,601	\$52,390	\$52,961	\$53,530
12	\$49,487	\$50,057	\$50,628	\$53,417	\$53,987	\$54,558
13	\$50,514	\$51,085	\$51,654	\$54,443	\$55,014	\$55,585
14	\$51,540	\$52,111	\$52,682	\$55,471	\$56,041	\$56,611
15	\$52,567	\$53,138	\$53,708	\$56,498	\$57,068	\$57,638
16	\$53,595	\$54,164	\$54,735	\$57,524	\$58,095	\$58,665
17	\$54,621	\$55,192	\$55,762	\$58,551	\$59,121	\$59,692
18	\$55,648	\$56,219	\$56,789	\$59,577	\$60,148	\$60,719
19	\$56,675	\$57,245	\$57,816	\$60,605	\$61,176	\$61,745

Appendix B

Extra Duty Pay

All activities must maintain a minimum of 10 students.

Scheduling of 7th and 8th grade Varsity Teams take precedence over Elementary activities.

7th and 8th grade Activities	HOURS	TOTAL RATE
Basketball	130	\$2,340
Volleyball	130	\$2,340
Cheerleading	90	\$1,620
Track	70	\$1,260
Yearbook	65	\$1,170

5th through 8th grade activities

Activity	5th/ 6th gr. hrs.	rate	7th/8th gr. hrs.	rate
Play (One semester)	30	\$480	56	\$896
Newspaper	30	\$480	56	\$896
Student Council	30	\$480	48	\$768
Chorus	30	\$480	48	\$768
Clubs	30	\$480	48	\$768

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

5th through 8th grade intramurals

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

	<u>hours</u>	<u>rate</u>
Softball	30	\$480
Basketball	30	\$480
Volleyball	30	\$480
Track	30	\$480

Supervisions

Bus Monitor	\$16 per hour
Lunch Monitor	\$16 per hour
Detention	\$16 per hour
After School Activities (supervise volleyball, dances, etc)	\$16 per hour

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

Computer Coach (to be determined by district) 48 hours \$768

Band Director \$3,200

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

Approved Two Hour Parenting Sessions \$20 per hour

Travel Pay \$1 per trip

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.

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:

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.

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 \$20.00 per hour of documented contact time with each New Teacher. Time is to be documented on the Contact Log. A copy of the Contact Log must be submitted to the Mentor Coordinator by May 1 of that academic year.

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

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.

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. "Personal Day" request forms must be submitted to the Business Office via the Mentor Coordinator for the following school year,

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.

Letter of Agreement for Time Increase

The DEA and the administration recognize the need to increase the time that teachers are able to meet and plan with each other. Both teams are working toward the goal of the teacher day starting 30 minutes before the student day. Both teams recognize the cost involved and are working together to reach the goal of thirty minutes while continuing revenue sharing as stated in the contract. Both teams would like to reach this goal as soon as the budget will allow. Working to reach this goal, The DEA and the administration agree that beginning with the 2001-2002 school year, the teacher work day will start at 8:25 am. This time will be used for school improvement and will not be student contact time. DEA members will be compensated at a per diem rate reflected in the current salary schedule.

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