

SCHOOL DISTRICT 149

**PROFESSIONAL NEGOTIATIONS
AGREEMENT**

2017 – 2020

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**SCHOOL DISTRICT NO. 149
PROFESSIONAL NEGOTIATIONS AGREEMENT**

2017-2020

The Board of Education of School District No. 149, Cook County, Illinois (hereinafter referred to as the "Board") and the Classroom Teachers' Association of School District 149 IEA-NEA (hereinafter referred to as the "Association") do hereby concur and agree that the following statement of principles and policy is hereby adopted to provide for the welfare and professional growth of the teachers employed by said District.

**ARTICLE 1
RECOGNITION**

- 1.1 Negotiations Representative.** The Board hereby recognizes the Classroom Teachers' Association as the exclusive negotiations representative on behalf of all regular full-time and half-time or more certificated classroom and instructional personnel, but shall not include health attendants, paraprofessionals, non-contractual substitutes, or any supervisory or managerial employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 Members of the Bargaining Unit.** When the term "teachers" is hereafter used in this Agreement, it shall refer to all persons in the bargaining unit as prescribed by the preceding paragraph.
- 1.3 Tenure Teacher.** When the terms "tenure teacher" or "tenured teacher," or the plural of such terms, are used in this Agreement, they shall refer to persons in the bargaining unit who are in contractual continued service as defined by the School Code of Illinois.
- 1.4 Additions or Deletions.** In the future, should the Board or the Association wish to add to or to delete from the bargaining unit, the question of such addition or deletion shall be negotiated.

ARTICLE 2 PRINCIPLES

2.1 Attainment of Objectives.

- A. The attainment of objectives of the educational program of the District will be enhanced by procedures which promote understanding and cooperation between the Board of Education and its employees.
- B. To this end, a free and open exchange of views through fixed and established channels of communication is desirable. The parties participating through their properly selected representatives in the deliberations leading to the determination of matters negotiable herein, may assist in this exchange.
- C. Teachers shall refrain from discussing their or the Association's views on matters relating to supervisor-teacher, administrator-teacher or Board-teacher relationships in the presence of students during the regular school day or at school sponsored functions.
- D. Teacher criticism of administrator/teacher relationships shall be done in confidence. This does not apply to discussions in the teachers' lounge.
- E. It is further understood and agreed that teachers shall be encouraged to participate in free and open exchange of professional ideas and opinions at institutes, in-services and faculty meetings and in relationships with other teachers, administrators and Board members.
- F. Teachers, administrators and Board members shall conduct themselves in a courteous and professional manner at such meetings and in such relationships.

2.2 Professional Certificated Personnel.

- A. It is recognized that teaching is a profession requiring specialized educational training. Success of the educational program of the School District will be enhanced by the maximum utilization of the capabilities of its teachers.
- B. It is further recognized that teachers have the right to join, or not to join, or to participate in, or not to participate in, any employee organization not prohibited by law for their professional or economic improvement, but that membership in any organization shall not be required as a condition of employment.

- C. In the event the District needs to subcontract speech therapists and/or school psychologists who are certificated to work in the District, the following is agreed to:
1. The District will make every effort to hire speech therapists and/or school psychologists who are certificated and capable of evaluating and providing full-time services to District 149 students.
 2. The District has no intent to diminish the bargaining unit in any way and does intend to enforce all sections of the PN Agreement.
 3. The District shall continue to actively recruit speech therapists and/or school psychologists who are certificated for District 149.

2.3 Association Participation.

- A. The Board, through its designated representatives, serving as a negotiating committee, agrees to bargain collectively with representatives of the Association. It is understood that any and all action of the negotiating committee of the Board is subject to approval by a majority of the Board, and that the action of the Association is subject to the approval of a majority of its membership.
- B. The Board shall grant to designated Association representatives the right to utilize District mailboxes and bulletin boards for the distribution and posting of notices or Association materials. The Board shall not grant the right to utilize District mailboxes and bulletin boards to any other labor organization of professional employees unless, and only to the extent that, the granting of such right is required by the Illinois Educational Labor Relations Board. The Board shall also grant to duly designated representatives of the Association, the right to use District blackline or copy machines outside the regular school day, excluding paper and other supplies, provided that such machine(s) shall be available to the Association only when such use will not interfere with the educational program of the District. The Association shall also have the right through their designated representatives to run a reasonable volume of appropriate announcements on school copy machines, recognizing that priority shall be given to school business and that such business may prevent or delay the production of Association material. The Board reserves the right to determine what is a "reasonable volume" and what is "appropriate." The Association shall have the right to use school mail delivery-facilities for a reasonable volume of appropriate announcements related to the conduct of Association business. Ten (10) copies of all such communications distributed to a majority of the teachers in any building shall be sent to the Superintendent or his or her designee and one (1) copy shall be sent to the principal of each building in which the

material is distributed at the time of distribution. All materials placed in the District mail, mailboxes, or posted on District bulletin boards shall be identified on the face or by accompanying written notification as being an official Association document.

ARTICLE 3 PROCEDURES - MEETINGS

The Association or the Superintendent may from time to time request a meeting to discuss the general administration of this Agreement, provided such meetings shall not be requested by the same party more frequently than once each fifteen (15) days. Requests for meetings must specify the subject of the meeting and no meeting shall consider more than one subject except by mutual consent. The subject of such meetings shall not include any matter which has been submitted under the grievance procedure hereunder. Following such meeting, the Association may submit its views on the results thereof in writing to the Board, provided a copy shall be concurrently furnished to the Superintendent.

ARTICLE 4 STRIKES AND LOCKOUTS

- 4.1 **Strikes.** The Association agrees that it will not, during the term of this Agreement, directly or indirectly, engage in a strike.
- 4.2 **Lockouts.** The Board agrees that it will not, during the term of this agreement, lockout any bargaining unit member.
- 4.3 **Strikes by Others.** 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 5 TEACHING CONDITIONS & COMMUNITY ACTIVITIES

- 5.0 Preamble.** In order to establish a balance between a teacher's professional career and personal life, the following guidelines will be used for extra duty pay beyond the official school day.

The District acknowledges that the routine duties of a teacher go beyond the twenty-seven and one-half (27½) clock hours specified in this contract. These duties include, but are not limited to: grading papers, preparing lesson plans, and contacting parents. There is no way to quantify these hours because they differ between teaching assignments. The District understands that teachers' personal lives require different time commitments.

The Association acknowledges that the District must serve its constituents, that schools exist beyond the official school day, and that activities beyond the school day must be staffed as equitably as possible. This staffing will be separated into required activities, compensated activities, and non-compensated activities.

- 5.1 Required Activities.** Each teacher shall perform eighteen (18) hours of required activities per year. The eighteen (18) hours shall be developed with the collaboration of the building administrator and the teachers. These eighteen (18) hours shall be in addition to the official school day and may include, but are not limited to: staff development, PTA meetings, building planning, school improvement plans, student performances, and new teacher's meetings. A teacher will be allowed to reschedule their attendance if an emergency shall preclude their normal attendance. The principal and teacher shall determine the manner in which the remaining hours shall be served. If consensus cannot be reached between the principal and the teacher, the Superintendent will render the final decision. A list of preliminary options will be available to each teacher on or before October 15th of each year. Teachers who perform any of their hours, with administrative approval, before receiving their options list will be given full credit for performing the hours.
- 5.2 Compensated Activities.** Compensated activities are any activities published by the District as additional salary positions. These include, but are not limited to: curriculum committees, staff development activities, extra-curricular activities, student assistance programs, homebound teaching, District task forces, and new teacher's meetings. Teachers may petition the Superintendent for additional compensated hours if denied by the building principal.
- 5.3 Non-Compensated Activities.** Non-compensated activities are those activities that are neither compensated nor required. The District will not force any teacher to attend non-compensated activities. The Association or its members will not discourage teachers from attending or participating in non-compensated

activities. Participation in non-compensated activities will not be considered in teacher evaluations.

5.4 Class Size. The Board will make every effort to minimize class size as is economically and educationally sound.

The Classroom Teachers' Association and the School Board of School District 149 agree that in order to resolve the class size issue, the following procedures will be implemented:

- Class size limits will be no larger than

Grades K-3: 27
Grades 4-6: 29
Grades 7-8: 31
- In order to maintain the above listed class sizes, teachers may volunteer to the designated administrator to be transferred to a different grade level;
- If no teacher volunteers to be transferred, teachers will be transferred based on seniority and certification; i.e., lowest seniority transferred first;
- To transfer a teacher to another grade level in the same school building, classroom space must be available. If no classroom space is available, students will be transferred to another school building.
- The administration will continue to monitor class sizes across the District; however, class sizes will not be addressed until after October 1 of each school year.
- When class size exceeds the given limits, the District will resolve the situation within thirty (30) calendar days.
- If it appears as though class size limits will be exceeded in grades 7 and/or 8, the administration and the CTA will sit down to discuss options for resolving the issue.
- In the case of a split class, the class size limit of the lower grade level in that class will apply.
- When a new student is added to a teacher's roster, the office will make sure a desk is delivered to the teacher as soon as possible.
- Teachers will be given textbooks for new students within 24 hours when available.

5.4A Overflow Teachers

- In the event the process stipulated in Section 5.4 “Class Size” of the PNA (teacher transfer or student transfer) is not feasible, a stipend overflow teacher position will be established.
- Overflow teacher positions will be established when any Grade K-3 class exceeds 27, any Grade 4-6 class size exceeds 29, and any Grade 7-8 class size exceeds 31.
- Additional overflow teacher positions will be established when an overflow teacher’s class size reaches/exceeds 30 students in Grades K-3, reaches/exceeds 32 students in Grades 4-6, and reaches/exceeds 34 students in Grades 7-8.
- Overflow teachers positions will be posted on an “as needed” basis. Teachers that apply for the overflow position will not be paid the stipend unless they are used.
- Teachers may apply to the designated administrator for an overflow teacher position. Only teachers who have applied will be eligible for an administrator to assign an overflow position.
- Overflow teachers will be chosen on the basis of appropriate certification and seniority; i.e., highest seniority chosen first.
- If no one applies for an overflow position, the Superintendent will designate a teacher to fill the overflow position. Said teacher is entitled to meet with the Superintendent under PNA Article 7.6 – Reassignments.
- PNA Section 5.18 Teachers’ Schedules will not be applied to teachers assigned to overflow teacher positions.
- At the end of the first semester, if the class is no longer an overflow class, the teacher is no longer an overflow teacher, and will not be paid as an overflow teacher for second semester. The teacher shall notify the principal and CTA President that the class is no longer overflow. The principal shall notify the Superintendent.
- The stipend for the overflow teacher will be 5% of the contractual BA – Year 1 salary per semester. The first semester stipend will be paid the second pay period in December and the second semester stipend will be paid the second pay period in June.
- Teachers that do not teach the same students each day shall refer to Appendix F “Overflow Worksheet” to calculate the stipend.

- **Middle School Implementation:**

- In the event a class is over the specified number of students, the stipend will be divided equally among the core subject team members.
- In the event every class on a team is over the specified number of students, the CTA and the District administration will reconvene within ten (10) days to address the issue.

- **Exploratory/Special Area Implementation:**

- The overflow stipend will only be given to exploratory/special area teachers who teach the sections of official overflow classes.
- Exploratory/Special Area teachers shall refer to Appendix F “Overflow Worksheet” to calculate the stipend.

5.5 Duty Free Lunch Period. Each teacher shall receive a duty free lunch period equal to the regular lunch period for the children in the building to which the teacher is assigned in the morning, but never less than thirty (30) minutes. Traveling teachers shall not be required to use lunchtime for travel between buildings.

5.6 Teacher Travel.

A. Teachers who are scheduled to travel between buildings shall be reimbursed at the following rates:

<u>Travel Days Per Week</u>	<u>Payment</u>
1	\$250
2	350
3	450
4	550
5	650

Teachers assigned to travel on the first full day of school shall be reimbursed in one lump sum prior to the winter vacation. Teachers who must travel after the beginning of the school year shall receive travel pay on a prorated basis.

B. Teachers who travel shall be provided desk and storage space in each assigned school.

C. Whenever possible, teachers who travel shall be notified before the close of the previous school day of any change affecting their schedule.

- D. Whenever practicable, teachers assigned to any building for one-half (1/2) day per week shall have at least one (1) planning period per week in that building.
- E. Teachers who travel shall attend A.M. building meetings in the school to which they are assigned at the beginning of the official school day.
- F. Teachers shall not be required to travel between schools for an evening meeting designated as an open house. A teacher shall be involved in the scheduling of the teacher's parent conferences.
- G. Traveling teachers will not be required to use planning time for travel between buildings.

5.7 Supplies.

- A. Teachers shall have the opportunity to recommend purchase of supplies and additional materials. The administration and the Association recognize that one of the purposes of the site-based team is to prepare a school budget in order to purchase supplies and materials to educate students. Therefore, the CTA site-based representative shall give teachers an opportunity to give recommendations pertaining to supplies and materials necessary to teach their class. It shall be the prerogative of the teachers ordering materials to recommend priorities. All orders must be approved by the appropriate administrator prior to initiating the purchase. Copies of purchase order vouchers shall be available for inspection by teachers upon request.
- B. Every effort shall be made to provide teachers with sufficient textbooks, supplies, and materials: including ink cartridges for classroom printers as the budget permits, to implement the District curriculum and/or state mandates in all subject areas.
- C. Textbooks and materials will be ordered by July 7 of each school year; and, all received items will be available to teachers on the first day of each school year.
- D. In the event of backorders for the textbooks and/or materials, the building Administrator will notify the affected teachers in writing.
- E. The School Board further agrees that it will not limit teachers' copying capacity.
- F. Teachers who are reassigned to a different grade level, building and/or subject area shall contact the receiving building principal as to which day they may come in to review the teaching materials.

5.8 Planning Time.

- A. For the 2017-2018 school year, each full time teacher shall be allotted a minimum of 175 minutes per week for planning time. Where feasible, there shall be one (1) planning time each day for thirty-five consecutive minutes. This planning time shall occur during the time of pupil attendance with the exception of those teachers teaching children whose hours are less than the official school day. The school Board will not assign teachers any duties for the time in excess of the contractual minimum of 175 minutes.

For the 2018-2019 and 2019-2020 school years, each full time teacher shall be allotted a minimum of 200 minutes per week for planning time. Where feasible, there shall be one (1) planning time each day for forty consecutive minutes. This planning time shall occur during the time of pupil attendance with the exception of those teachers teaching children whose hours are less than the official school day. The school Board will not assign teachers any duties for the time in excess of the contractual minimum of 200 minutes.

- B. For the purpose of this article, planning time shall be defined as that portion of the official school day during which a teacher shall develop and submit lesson plans according to the timeline given by the immediate administrator. These plans shall provide evidence of differentiated instructional methods and proper planning. During this time, teachers shall not be required to supervise students, nor are they permitted to leave the building without the consent of a building administrator or designee. This planning time may also be used for administrative meetings. The administration will limit meetings during a teacher's planning time to two per week. (These meetings do not include meetings requested by parents.) If meetings become excessive, the teacher(s) and the principal will discuss ways to alleviate the problem of excessive meetings during planning time. The purpose of the meetings should be meaningful strategic planning, informational student improvement, data and analysis driven.

5.9 School Calendar.

- A. A committee from the Association shall meet with the Superintendent between January 15th and March 1st of each school year for the purpose of attempting to formulate a school calendar for the next school year that will be presented to the Board of Education prior to the adoption of the school calendar. If the committee and the Superintendent do not concur, the Association may submit its own views to the Board at that regularly scheduled session, provided a copy thereof be submitted to the Superintendent and the Superintendent submits a copy to the Association.

- B. The Board agrees not to approve any calendar having more than 185 official school days comprising 5½ hours per day exclusive of lunch periods and periods before and after student attendance when teachers are required to be present. The number of teacher workdays shall be 180 to include at least 176 student attendance days. To the extent that it shall not be necessary to close school because of an emergency, the Board shall adjust the school calendar prior to the end of the school year to cancel as many school days as may be necessary to reduce the number of teacher work days to not less than 180 days.
- C. Progress reports shall be distributed the last day of student attendance (day 176). Teachers cannot leave until all check out procedures are completed and students have departed.

5.10 Teaching Schedules. Teachers shall participate in planning teaching schedules within each school building to the extent possible and subject to the availability of teachers. The final decision rests with the Administration.

5.11 Leaving School. Teachers shall be allowed to leave their schools during their lunch periods. Teachers may also leave the building at any other time at the discretion of the Building Administrator. If the Building Administrator is not available, a district office administrator must be contacted. District office administrators can be contacted through the Superintendent's Secretary. If no administrator is at the District office, the secretary will log the request and the teacher may be allowed to leave the building.

5.12 Extra Curricular Duties. Teachers applying for paid extra curricular duties will be selected on the basis of qualifications as stated in the posting. Members of the bargaining unit will be given first choice of any position. When qualifications are equal, teachers with greater seniority in the District will be given preference.

Any teacher who proposes an approved extracurricular program, that position shall be granted to that teacher for that year and consecutive years.

5.13 Evening Meetings.

- A. Teachers who are required to attend an evening meeting may report ten minutes later to their school the following school day.
- B. The Association and the Board agree that parent-teacher conferences may be scheduled two (2) times a year to begin at 1:00 p.m. and end at 7:00 p.m. OR 9:00 a.m. – 3:00 p.m. (at the discretion of the Calendar Committee), with not less than thirty (30) minutes duty-free for meals. These conference days shall not be days of student attendance.

- C. Any teachers who may be required to attend evening meetings officially approved by the Superintendent and the school board, in addition to the eight (8) hours of required evening meetings, will be paid at the rate established in Appendix C. The required evening meetings shall be calendared at least thirty (30) days in advance and their agendas announced in writing at least fifteen (15) days in advance.
- D. In the event an uncalendared meeting is scheduled, the Board will post a notice in each building, notify the Association President, and individually notify all teachers who may be interested. Notice will be given forty-eight hours in advance of the meeting if at all possible. Notice will be through the District web page when that media is activated. Teacher attendance at these uncalendared meetings is optional. Teachers who attend these meetings that are published by the District as a Compensated Activity (Section 5.2) will be compensated at the rate established in Appendix C.
- E. The Board shall provide security at all required evening events including parent-teacher conference days. Security personnel shall remain on the premises for one-half hour after the event ends.
- F. Prior to leaving the buildings, security personnel will be required to inspect the buildings to insure that all teaching personnel have left the premises.

5.14 A. Kindergarten Conferences. Each kindergarten teacher shall be granted one additional half-day of released time for parent conferences for each section of kindergarten taught by the teacher. Such additional conference time shall be scheduled by the administration.

B. Additional Parent Conferences. Self-contained teachers, not included in Section 5.14 (A), whose scheduled parent-teacher conferences exceed thirty (30) conferences during the regularly planned parent-teacher conference day(s), shall receive an additional ten (10) minutes of released time per conference for the purpose of holding a parent conference. Such additional released time shall be scheduled by the administrator in consultation with the teacher. At the option of the teacher, with the approval of the administrator, such time for parent-teacher conference in excess of thirty (30) conferences may be counted as 5.1 Required Activity hours rather than providing released time if such time is in a sixty (60) minute increment.

C. Parent Conferences with Administration.

1. All participants involved in parent conferences shall conduct themselves in a professional, courteous, and civil manner.
2. When possible, the administrator who schedules a parent conference will provide 24-hour advance notification to the

teacher of the conference date, time and participants. If the teacher is unable to attend or chooses not to attend the scheduled conference, he/she shall reschedule a new conference date within forty-eight (48) hours.

3. Unacceptable behavior by any participant will not be tolerated. Unacceptable behavior shall include, but not be limited to: shouting, badgering, verbal assault, physical assault, intimidation, use of profanity, harassment, etc.
4. Administrators will make every effort to discourage unacceptable behavior and diffuse all volatile/hostile conferences and/or attacks on teachers.
5. In the event the administrator(s) cannot discourage the unacceptable behavior, or diffuse the volatile/hostile conference, the administrator(s) shall immediately bring the conference to an end.
6. Administrators involved in a parent conference will not engage in a verbal assault on a teacher during the conference or at any other time.

5.15 Official School Week.

- A. For the 2017-2018 school year, the official school week shall not exceed 27 ½ hours, exclusive of lunch and periods when teachers are required to be present in addition to the official school day.

For the 2018-2019 and 2019-2020 school years, the official school week shall not exceed 30 hours, exclusive of lunch and periods when teachers are required to be present in addition to the official school day.

- B. For the 2017-2018 school year, in addition to the official school day, the teachers shall report thirty-five (35) minutes early and remain ten (10) minutes after the end of the official school day. Supervision of students and other necessary responsibilities at the beginning and end of the teacher day shall be rotated among teachers in a particular building as equitably as possible.

For the 2018-2019 and 2019-2020 school years, in addition to the official school day, the teachers shall report ten (10) minutes early and remain ten (10) minutes after the end of the official school day. Supervision of students and other necessary responsibilities at the beginning and end of the teacher day shall be rotated among teachers in a particular building as equitably as possible.

5.16 Special Area Teachers. Special Area teachers in the elementary grades shall be granted a reasonable amount of time between classes. This time shall be exclusive of the teachers' planning time.

5.17 Special Area Classes. Each special area class should be no less than thirty (30) consecutive minutes. If the principal regularly schedules such classes for less than thirty (30) consecutive minutes, he or she shall within five (5) teacher working days, thereafter, hold a meeting with the teachers involved to seek alternate scheduling solutions. If no alternative is agreed upon, the principal's decision shall be final.

5.18 Teachers' Schedules. Schedules of special area teachers and teachers within building grade levels in the District shall be organized to establish equality in scheduling and class loads, whenever possible.

5.19 Teachers' Lounges and Building Equipment.

A. All school buildings shall be provided with clean, attractive, and comfortable teachers' lounges with cooking facilities and a refrigerator. Teachers' washroom facilities shall be provided.

B. A copy machine and fax shall be available and ready for use by teachers in each building. Each teacher will be provided with a computer in their classroom/workspace. Teachers will be offered the in-service needed in order to operate the technology. The Administration and CTA agree to work together to implement the computer placement & adequate space for all.

C. Shall any of the above stated equipment be in need of repair or replacement, the District will contact the necessary service provider no later than 48 hours after the appropriate personnel is notified. Teachers shall be provided with no less than the existing in-classroom storage facilities. Supplemental storage space for instructional materials shall be provided within the school building. A locked storage area will be provided in each classroom/workspace.

D. The locks of all exterior doors except those of the main entrance shall be set so that the doors may only be opened from the inside.

5.20 Personnel Files.

A. Except for references, the teacher shall have the right to examine his or her personnel file, providing:

1. A written request is made to the Superintendent or his or her designee during business hours.

2. The file is to be examined in the presence of the Superintendent or his or her designated representative. No material is to be removed from or added to the file.
- B. The teacher may request a copy of any material in the file which will be furnished to the teacher within five (5) business days at cost.
 - C. No temporary files shall be maintained on any teacher unless that teacher has access to those files and is given a copy of all material in the files at the time said material is placed in the file. The teacher shall acknowledge receipt of a copy of such material. Further, the teacher shall have the right to attach a rebuttal and/or explanation to the material. All file material referred to above shall be considered of a temporary nature and shall be destroyed in the presence of the teacher on the last day of the school term.
 - D. Before any material of an evaluative nature goes into the personnel file of a teacher, that teacher shall be given a copy of the material, shall have the right to a conference on the material, and shall have the right to attach a rebuttal and/or explanation to the material.

5.21 Teacher Evaluation.

- A. The building principal, appropriate supervisor or special area teacher, or designated supervisor of a teacher, hereafter known as the evaluator, shall be responsible for evaluations of all teachers assigned to his or her building or program. Any evaluator undertaking an evaluation must first successfully complete a pre-qualification program provided or approved by the Illinois State Board of Education (ISBE). At the beginning of the school term, all teachers who have not had an orientation on the District evaluation instrument and procedures shall be instructed in the use of such instrument and procedures by their immediate supervisor. No formal observation will take place until such orientation, if required, has been completed. No change will be made in the evaluation instrument(s), until after negotiations and acceptance by the CTA.

No formal evaluation may be given unless the teacher is first apprised of the instrument. A conference will be held prior to any formal evaluation at which the evaluator will identify areas of expected performance. Failure to perform a scheduled evaluation gives a previously evaluated teacher a “proficient” rating for RIF purposes.

- B. Probationary teachers shall be formally evaluated at least one (1) time during each year and the evaluation shall be completed by March 1st of each school year. If there is a second evaluation, the teacher shall be notified of such evaluation at least six (6) weeks in advance. There shall be at least a six (6) week interval between the first and second evaluation. Teachers hired after January 1st, according to the School Code, shall be

evaluated by May 15, do not have recall rights, and are not required to be notified of their non-renewal forty-five (45) days prior to the end of the school term.

- C. Tenured teachers shall be evaluated at least every two (2) years or as frequently as the Superintendent shall deem appropriate for the monitoring and appraisal of performance. Tenured teachers' evaluations must be completed by March 1 of that year during a reduction in force (RIF) year. A tenured teacher may request in writing to the building principal to be formally evaluated during a year in which they are not scheduled for a formal evaluation. After consultation with the tenured teacher, a final decision will be given to the tenured teacher in writing by the building principal. The final decision of the requested evaluation rests with the building principal. Evaluations are not to be undertaken for any other purpose.
- D. The evaluator of a teacher shall observe and evaluate each teacher formally in writing. The observer and evaluator shall be the same person with respect to each separate formal evaluation. A copy of each evaluation shall be placed in the teacher's personnel file.
- E. Each formal evaluation shall be preceded by one classroom observation. The parties acknowledge that, if a teacher is assigned to teach more than one (1) subject, the observation should include more than one (1) subject. The date, the time of day, and the duration of the observations shall be included in the document.
- F. A conference shall be held between the teacher and the evaluator within ten (10) working days following the last formal classroom observations(s). A written copy of the evaluation will be provided to the teacher 24 hours prior to the evaluation conference. Copies of the evaluation signed by both parties shall be placed in the teacher's personnel file. One (1) signed copy shall be provided for retention by the teacher.
- G. If the teacher feels his or her formal written evaluation is incomplete, inaccurate, or unjust, he or she may put his or her objections in writing and have them attached to the evaluation report to be placed in his or her personnel file provided such shall be submitted within ten (10) working days of the teacher having been tendered a copy of the evaluation. A copy signed by both parties shall be retained by the teacher.
- H. Within thirty (30) days after completion of an evaluation rating a teacher as "unsatisfactory" overall, the development and commencement of a remediation plan designed to correct deficiencies cited shall begin.

- I. The remediation plan for unsatisfactory, tenured teachers shall provide for ninety (90) school days of remediation. Evaluations shall be issued within ten (10) days after the conclusion of the respective remediation plan.
- J. The administration shall make every reasonable effort to complete an evaluation by the end of the school term in which it was initiated.
- K. The teacher's personnel file shall hereafter contain evaluation material relating only to the re-employment of the teacher. The teacher shall be afforded an opportunity to respond to any such material in his or her file as provided in Paragraph (g) of this section. After a period of five (5) years, at written request of the teacher, evaluative material identified by the teacher shall be removed from his or her personnel file unless the Board shall indicate such material is pertinent to current evaluations of the teacher.
- L. No evaluation shall contain reference to any action, matter, or event which has not been called to the teacher's attention and which has occurred more than sixty (60) calendar days prior to the formal observation which results in the evaluation provided nothing herein shall preclude any reference to any action, matter, or event alluded to or cited in any preceding evaluation.
- M. The Board shall cause procedures to be adopted to limit access to teacher evaluations to those persons who are engaged in their preparation and who have reason to review or consult such evaluations in the course of conducting School District business.
- N. The PERA/JCAR Joint Committee members shall be paid according to Appendix C for all after school meetings.
- O. The District will follow all procedural guidelines as set forth by the Illinois School Code Article 24A.

5.22 Pupil Service Staff Member Evaluation.

- A. For the purposes of this section, Pupil Service Staff Member, shall be defined as a nurse, social worker, or psychologist. Tenured Pupil Service Staff Members will be evaluated once every two years or as needed. Non-tenured members will be evaluated at least once by March 1. If two evaluations are required, the Pupil Service Staff Member will be notified of the second evaluation with at least a six week interval between the first and second evaluation.
- B. The Superintendent's designee and the building principal shall be responsible for the evaluation of each Pupil Service Staff Member covered by this Agreement. Any evaluator undertaking an evaluation must first successfully complete a pre-qualification program provided or approved by the Illinois State Board of Education (ISBE). At the beginning of the school term, each Pupil Service Staff Member shall be instructed in the use of

instruments which will be used to evaluate such Pupil Service Staff Member. If a change is made in the evaluation instrument, each Pupil Service Staff Member will be informed of such change before the amended instrument is used for evaluation.

- C. In February of each evaluation year, the Superintendent's designee shall meet with each building principal who supervises a Pupil Service Staff Member covered by this section and shall review with the building principal each item on the evaluation instrument for comment and rating for each Pupil Service Staff Member. The Superintendent's designee shall then combine the building principal's ratings and comments with the Superintendent's designee's own observations and ratings to complete one evaluation instrument for each Pupil Service Staff Member.
- D. A conference between the Superintendent's designee and the Pupil Service Staff Member shall be scheduled within ten (10) working days of the completion of the evaluation instrument. At that conference, the Superintendent's designee and the Pupil Service Staff Member shall discuss the Pupil Service Staff Member's job performance, the ratings and the comments on the evaluation instrument. Copies of the evaluation signed by both the Pupil Service Staff Member and the Superintendent's designee shall be placed in the Pupil Service Staff Member's personnel file. One (1) signed copy shall be provided for retention by the Pupil Service Staff Member. Failure to perform a scheduled evaluation gives a previously evaluated Pupil Service Staff Member a "proficient" rating for RIF purposes.
- E. If the Pupil Service Staff Member feels his or her formal written evaluation is incomplete, inaccurate or unjust, the Pupil Service Staff Member may put his or her objections in writing and have them attached to the evaluation report to be placed in that employee's personnel file, provided such shall be submitted within ten (10) working days of the evaluation conference. A copy of the evaluation with the objections attached shall be signed by both parties and the Pupil Service Staff Member shall return a copy of it.
- F. The Superintendent's designee and the Pupil Service Staff Member shall meet within (30) calendar days after an evaluation has been reduced to writing resulting in a rating of unsatisfactory, for the development and initiation by the District of a remediation plan designed to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable.
- G. Quarterly evaluations and ratings shall occur during the year immediately following the Pupil Services Staff Member's receipt of a remediation plan based upon an unsatisfactory evaluation.
- H. The Pupil Service Staff Member's personnel file shall hereafter contain evaluation material relating only to the re-employment of the Pupil Service

Staff Member. The Pupil Service Staff Member shall be afforded an opportunity to respond to any such material in his or her file as provided in Paragraph (d) of this section. After a period of five (5) years, at the written request of the Pupil Service Staff Member, evaluative material identified by the Pupil Service Staff Member shall be removed from his or her personnel file unless the Board shall indicate such material is pertinent to current evaluations of the Pupil Service Staff Member.

- I. No evaluation shall contain reference to any action, matter, or event which has not been called to the Pupil Service Staff Member's attention and which has occurred more than sixty (60) calendar days prior to the formal observation which results in the evaluation, provided that nothing herein shall preclude any reference to any action, matter, or event alluded to or cited in any preceding evaluation.
- J. The Board shall cause procedures to be adopted to limit access to Pupil Service Staff Member evaluations to those persons who are engaged in their preparation and who have reason to review or consult such evaluations in the course of conducting School District business.

5.23 Teacher Discipline.

- A. Dismissal of any tenured teacher (except honorable dismissal) shall be preceded by:
 - 1. A conference with the teacher by the appropriate administrator prior to taking any formal action.
 - 2. A written explanation to the teacher and, upon written request by the teacher, a copy will be sent to the Association.
 - 3. A complete review of the teacher's personnel file (as described in Section 5.20). At the teacher's request, the teacher may be accompanied by his or her representative.
- B. The Board, or its designee, may suspend teachers without pay for just cause subject to the right of the teacher to grieve such suspension in accordance with this Agreement.
- C. Disciplinary action (which, for the purposes of this sub-paragraph only, shall not be considered to include suspension with pay or reassignment) shall not be taken against a teacher on the basis of a complaint by a parent or student until the following has occurred:
 - 1. The teacher shall be notified immediately of the complaint and the complainants. It shall be the obligation of the building administration to notify a teacher of any complaint or concern

reported by a parent or student within 48 (forty-eight) hours. In order for a complaint/concern to be investigated for the purpose of disciplinary action, the complainant must put the complaint/concern in writing. The administrator must give a copy of the written complaint/concern to the affected teacher within two (2) days.

2. Investigation Process.

All investigations must be initiated within five (5) days from the date the notification is given to the teacher.

The investigation must be conducted and completed within thirty (30) days. After the investigation has been completed, the administration will schedule a meeting within ten (10) days to share in writing all results of the investigation with the teacher. If the teacher is being represented by the Classroom Teachers' Association (CTA), the CTA will be given a copy of the investigation results.

In the event an extraordinary unforeseen circumstance(s) may cause a delay in the investigation, the administration and CTA will meet to extend the investigation deadline.

Failure to comply with the thirty (30)-day investigatory requirement and the ten (10)-day result of investigation meeting (results in writing) will result in the complaint being declared null and void. Unfounded complaints will not be placed in the teacher's personnel file.

3. If during the investigation, the teacher(s) is/are interviewed, the teacher(s) shall have the right to have a representative present. After the completion of the investigation conducted in accordance with 5.23(c), the teacher may respond in writing to such complaint. Both the complaint and the response shall be placed in the teacher's personnel file.

- D. Whenever a conference between the administration and a teacher is scheduled for the purpose of determining whether disciplinary action is appropriate, the teacher shall be notified beforehand and shall have the right to have a representative of the Association at the conference. The Board shall have no obligation to release Association representatives from their assigned duties to attend any such conference. The teacher may request the meeting to be scheduled outside the official school day to provide said teacher with representation.

- E. After five years, any official notice relating to the disciplining of a teacher shall be removed from the teacher's personnel file, providing that there has been no re-occurrence of the offense.
- F. Any criticism to a teacher by an administrative supervisor shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, or at public gatherings. All critiques shall be confidential.
- G. Progressive Discipline.

Prior to reducing any principal/administrator complaint or concern to writing, the principal/administrator will conference with the involved teacher. If dialogue/conference doesn't resolve the situation at hand, then the involved teacher, building principal/administrator, and designated union representative will meet within fifteen (15) days to resolve the matter at hand.

5.24 Teacher Assignments. On or before August 15th each year, 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. Number of credit years in the District.
- D. Number of credit years out of the District.
- E. Number of credit hours beyond the Bachelor's or Master's degree for which extra credit is granted on the salary schedule.
- F. Whether or not the teacher will be traveling between buildings, if so, what buildings.

5.25 Transcripts. The administrative office will furnish a dated receipt for each official transcript, official certificate and/or endorsement thereto received after the adoption of this agreement. No transcript will be removed from a teacher's file by the administrative office without written notification to the teacher.

5.26 Intercom Guidelines. Use of the intercom during the school day shall be discussed and agreed upon between the school administrator and teachers. Office personnel may use the intercom during the school day for emergencies or unforeseen circumstances without discussion and agreement between the administrator and teachers. During instructional time, paging of students, staff, and guests should be directed to a specific classroom or by messenger only. Morning messages will be announced during the first 15 minutes of the school

day. Afternoon messages will be announced during the last 15 minutes of the school day.

5.27 Substitutes.

- A.
 1. The District in cooperation with the CTA will make a greater and concerted effort to identify, recruit, and retain substitute teachers.
 2. The CTA and the District also recognize that one of the reasons for the teacher absenteeism may be stress, teacher burnout, and/or poor or low morale.
 3. The CTA and the District will further discuss a variety of options which a building principal or an administrator may elect to use or employ at his/her discretion when a substitute teacher crisis or situation arises. These options include, but are not limited to the following:
 - a. When a substitute teacher will be up to sixty (60) minutes late, a principal or an administrator designated by the principal shall cover for that period of time.
 - b. When a teacher's planning time may be cancelled, an administrator or teacher may cover for the required period of time.
 - c. Internal substitution shall be defined as a teacher being assigned to teach a class other than his/her own or receiving the equitable portion of another teacher's classroom when there is a shortage of substitute teachers. The administration will make every effort to utilize all of the substitutes in the substitute pool. No teacher shall be asked to substitute when a permanent substitute has not been given an assignment.
 4. Where students will be transferred into another teacher's classroom, the "receiving teacher" will be given adequate notice. Adequate furniture will be provided to accommodate transferred students.
 5. The administration will make every effort to limit the number of times a teacher can internally substitute to three (3) times per quarter. Teachers will be compensated at the District's current rate of pay for regular substitute teachers. After the third time,

the teacher will be paid at the compensated extra-curricular activity rate every hour they internally substitute including planning time. Students will be equitably distributed not to exceed safety code restrictions. Before a teacher is assigned a fourth internal substitution assignment, the administration will ask for volunteers. If no one volunteers, the administration may assign a teacher to internally substitute for more than three (3) times.

6. Special Education teachers will not be used as internal substitute teachers.
 7. The Parties agree that they will continue to engage in good faith discussions and negotiations concerning sick leave incentives to decrease the number of sick days utilized by teachers.
- B. The administration will make every effort to provide substitutes for absent teachers. Teachers will not be used as internal substitutes whenever other substitutes are available. The administration will make every effort not to disrupt the teachers' official duties. If a teacher is used as an internal substitute or is required to utilize scheduled planning time for other purposes, and as a result of such use, said teacher's planning time for that week and the next following week averages less than 175 minutes per week, then the planning time will be made up. The planning time shall be made up as soon as feasible. Any planning time missed in August through November 15, will be paid at the extra curricular rate on the last pay period in December if not made up before winter break. Planning time missed November 16 through the last day of school will be paid at the extra curricular rate if not made up before Memorial Day.

5.28 Summer School.

- A. All District teachers shall receive a listing of classes to be taught in the summer session, as well as all necessary application forms, before May 10 of each year.
- B. School District No. 149 teachers who apply for summer school shall be hired based on seniority, appropriate certification and current grade level experience appropriate to the assignment.
- C. No teacher shall be required to teach summer school.
- D. Payment for summer school teaching shall be at the rate established in Appendix C.

5.29 Interim Progress Reports/Report Cards

The School Board of District 149 and the Classroom Teachers' Association (CTA) agree to the following:

- Teachers will utilize the electronic grading system for recording students' grades on a weekly basis.
- Teachers will not be expected to input grades during test weeks (i.e. local and state assessments).
- Teachers requiring training will receive training for the District's electronic grading system within the first 15 days of the school year.
- The window for inputting grades for the first, second, and third quarter will close on the Friday before Interim Progress Report Distribution days and 3 school days after the last day of each quarter.
- For fourth quarter, the window will close for grades K-7 five (5) school days before the end of the quarter. For 8th grade, the date will be discussed and agreed upon between the teachers and administration.

5.30 Mentoring Program

1. All first-year teachers will be required to participate in the Mentoring Program for two (2) years.
2. The focus of the Program for the first-year teachers will be to assist new teachers in their development to becoming competent educators and aid them in adapting to the culture of the District.
3. The focus of the Program for second-year teachers will include, but not be limited to, professional development and any areas of improvement noted in the prior years' performance.
4. Compensation for up to eight (8) hours of the required eighteen (18) hours per PNA Article 5.1 may be used by the mentee to fulfill the purposes of the program.
5. Compensation for up to eight (8) hours of the required eighteen (18) hours per PNA Article 5.1 may be used by the mentor to fulfill the purposes of the after school training required for the mentors.
6. The posting for building mentors and the Mentor Coordinator will include the roles and responsibilities, the training requirements, the compensation, an application form, and the date the application is due to the Superintendent.
7. The building mentors will be chosen by the Superintendent after receipt of recommendations from a committee comprised of the District Superintendent's designee, the Mentoring Coordinator, the Building Principal, and a CTA

representative. This Committee will meet within two (2) weeks of the end of the school year to recommend the building mentors from the pool of applicants.

8. Chosen building mentors will be informed by the Superintendent immediately after the selection process is complete.
9. Compensation for performing the duties of a building mentor during the school year will result in the building mentor receiving a \$750 stipend for the first mentee. All additional mentees would result in an additional \$250 stipend per mentee. If a mentee does not fulfill their requirements for the program, and the mentor fulfills their requirements, the mentor is entitled to their full stipend. However, if a mentor does not fulfill their requirements, the mentor is not entitled to the stipend. If a mentee leaves the district at any time during the program, the mentor is entitled to the \$250 stipend.
10. The Mentoring Coordinator will work a total combination of seven (7) additional days over the course of the summer. Compensation for said work will be based on the Mentoring Coordinator's per diem salary. Any additional work time requested by the Mentoring Coordinator must have prior approval of the Superintendent.
11. Any training sessions must be approved in advance by the Superintendent and must be related to mentoring responsibilities. Compensation for any approved training sessions will be provided through the granting of additional personal days for the time expended in the training sessions.
12. A full-time released teacher from the District's teaching staff will serve as the Mentoring Coordinator and oversee the Mentoring Program. This teacher must have a minimum of five (5) years teaching experience and must have received prior training in the mentoring process.
13. Responsibilities of the Mentoring Coordinator will include organizational activities and any other related mentoring activities assigned by the Superintendent.
14. The Mentoring Coordinator will report to and shall be evaluated by the Superintendent or the Superintendent's designee.

ARTICLE 6 ABSENCES AND LEAVES

6.1 Sick Leave.

- A. Accrued sick leave shall be granted for the following:
 1. Inability to work because of personal sickness or injury.

2. Absence for examination or treatment by a doctor, dentist, or eye specialist which cannot reasonably be scheduled during non-school days or hours.
 3. Quarantine at home or because of the serious illness of a family member (as defined in the next succeeding sub-paragraph).
 4. Death of a family member. Family member shall mean parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, nieces, nephews, aunts, uncles, and legal guardians and other persons who have resided in the same household for ninety (90) calendar days or more, or for someone for whom the teacher is totally responsible. Absence of a teacher pursuant to this sub-paragraph shall be without deduction of accumulated sick leave unless such absence shall exceed three (3) days for each death. (Other than simultaneous.)
- B. In case of any accident or injury to a teacher which shall be occasioned by the negligence of the Board or as a consequence of an assault upon the teacher by a student, which accident or injury shall have occurred in the course of and arising out of employment, and while the teacher was acting pursuant to Board policy and not contrary to administrative direction, the Board shall continue the teacher's salary (but not including any extra curricular or other stipend) in full. If the District receives notification from the Workman's Compensation provider that the employee is not cooperating in getting the medical diagnosis from the Workman's Compensation doctor, the District will discontinue full salary payments. Once the Workman's Compensation provider informs the District that the employee has complied with all necessary medical examinations the employee will once again receive full salary payments. At such date as the teacher shall begin to receive Workmen's Compensation payments, the Board shall reduce its salary payments to the teacher in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the teacher. This paragraph shall cease to be effective one hundred eighty (180) calendar days after the event giving rise to such payment or on such date as the teacher would otherwise qualify for disability payments of any type under the Illinois Retirement System, or under any policy of insurance provided in whole or in part by the Board, whichever shall first occur. If the Workman's Compensation provider decides that the employee is not entitled to Workman's Compensation, then the employee will not receive any additional payments.
- C. Sick leave shall not be applicable to cosmetic surgery which is not medically necessary.

- D. A teacher who leaves school must be present a minimum of one hour and forty minutes in any one-half day to receive remuneration for that particular one-half day of instruction.
- E. All full-time teachers shall be allowed 10 days of sick leave during each school year. Persons employed after the beginning of the school year will have their sick leave for that particular year prorated.
- F. Sick leave shall be accumulative without limits.
- G. The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. (School Code Section 24-6.)
- H. The exact number of accumulated unused sick days as of the end of the prior school year shall be furnished in writing to each teacher on or before August 15th and updated as of December 31 and distributed by February 1.

6.2 Sick Leave Bank.

- A. A sick leave bank shall be established to provide extended sick leave to members of the sick leave bank who incur a period of prolonged illness, injury or hospitalization.
- B. Membership shall be voluntary. Teachers who are not members of the sick leave bank may enroll by submitting an application to the CTA sick leave bank committee. Those who are in active service at the beginning of a school term may enroll up to and including September 15 of the term. Those whose active service begins after the beginning of a school term may enroll during the first 15 calendar days of active service up to January 31st. Teachers hired after the first semester shall have the opportunity to join the sick leave bank the following academic year. A new member shall contribute two days of sick leave upon enrollment. Membership shall continue automatically while a teacher remains an employee of the School District. A member of the sick leave bank who is laid off as a result of a reduction in force shall automatically return to membership if rehired.
- C. If at the beginning of any school term, the quotient of the number of days available in the sick leave bank divided by the number of actively employed sick bank members at that time is less than two, but more than one, each actively employed sick bank member shall contribute one day of sick leave to the bank. If said quotient is less than one, each actively employed member shall contribute two days of sick leave to the bank. Members returning to active employment after the beginning of a school term shall contribute the same number of days of sick leave as those members actively employed at the beginning of the term.

- D. To continue operation, the sick leave bank must have 50% of eligible teachers as members.
- E. Conditions controlling the operation of the sick leave bank shall be as follows:
 - 1. Illness or disability shall have caused a sick leave bank member's absence for at least ten (10) consecutive working days or at least twelve (12) total days, whichever is the lesser.
 - 2. To qualify for a withdrawal from the sick leave bank, a member shall have exhausted all accumulated sick leave and personal leave and shall have been absent without pay for at least five (5) consecutive days as a consequence of illness or disability. The member shall submit written verification by a licensed physician of the illness or disability to the CTA committee.
 - 3. Sick leave bank members using the sick leave bank shall not be required to pay back in any manner the number of days borrowed.
 - 4. The sick leave bank shall be applicable only to the illness of sick leave bank members.
 - 5. The sick leave bank shall not be applicable for cosmetic surgery (as defined in current insurance coverage), elective surgery or other procedure which may be safely deferred until a vacation or recess period, except if complications result therefrom.
 - 6. Days withdrawn from the sick leave bank by any sick leave bank member shall not exceed twenty (20) teaching days for the illness or disability which qualified the teacher for withdrawal.
 - 7. A sick leave bank member who chooses to terminate membership in the sick leave bank shall notify the CTA sick leave bank committee in writing. Any days already donated to the sick leave bank shall remain in the bank.
 - 8. The bank shall not be applicable to any staff member during any leave of absence.
- F. If the sick leave bank is terminated, available days will be prorated by the CTA sick leave bank committee to contributing members of the sick leave bank teaching in the District at the time of such termination. No sick leave bank member may receive more than the total number of days he or she

contributed to the sick leave bank. Days must be at least 1/2 days to be distributed.

- G. The CTA sick leave bank committee, appointed by the CTA President, shall establish guidelines for the administration of the sick leave bank. This committee shall administer the sick leave bank and meet with the Superintendent or his or her designee at his or her request or at the request of the committee and submit a report concerning all days used and copies of each physician's verification at the time that each withdrawal is approved.

6.3 Personal Leave.

- A. Two (2) days leave per year at full pay may be used for personal leave. Notification of such leave should be submitted to the Superintendent or his or her designee 48 hours prior to the commencement of such leave. Personal leave will be granted with less than 48 hours notice or after the fact upon receipt by the Superintendent or his or her designee of an explanation of failure to give 48-hour notice.
- B. Personal leave (except for recognized religious holidays, death of a close relative not a family member or graduations of self, spouse, and/or children) shall not be taken during the first five or the last five student attendance days, the day before or after a holiday or recess period, nor on any scheduled in-service or institute day without prior written consent of the Superintendent.
- C. Personal leave not used shall be added to the teacher's accumulated sick leave at the end of the school year.
- D. No reasons shall be required for using personal leave.
- E. Personal leave days shall be used for conducting personal business which cannot reasonably be conducted during non-school hours or days. Personal leave shall not be used for recreation, travel, job interviews or for participation in a work stoppage.
- F. Teachers employed after the beginning of the school year may use two (2) days for personal leave if employment begins before November 1 and one (1) day for personal leave if employment begins on or after November 1 and before March 1 of the school year. Teachers whose employment begins on or after March 1 shall not be entitled to personal leave days for that school year.

6.4 Leave Without Compensation.

- A. Leave of absence without compensation may be granted to teachers for cause. Written requests shall be made to the Superintendent stipulating the

purpose and length of the leave, and will be subject to Superintendent and Board approval, except that teachers who have been employed for at least one (1) year shall be entitled to a leave of up to twelve (12) work weeks according to the terms of the Family Medical Leave Act and the Rules and Regulations in effect at the time.

- B. Upon seven days prior written application to the Superintendent, a leave of absence without compensation shall be granted to a teacher for the purpose of caring for an incapacitated parent, spouse, sibling, son, daughter, or member of the teacher's household or for the teacher's own personal illness. The period of leave shall be without salary or other benefits, except during the first twelve (12) work weeks, all medical, dental, and prescription insurance benefits shall be continued as if the teacher were actively employed. Following the twelve (12) weeks Family Medical Leave, the teacher may retain insurance benefits by paying all premiums due, on a timely basis, to the Business Office. The minimum length of the leave following the twelve (12) week FML shall be the balance of a semester and the maximum leave shall be the balance of the school year in which the leave begins. The length of the leave shall be stated in the application and once granted shall not be subject to any extension. No leave under this paragraph may be taken until a complete school year has elapsed since the taking of an earlier leave except that an eligible teacher shall be entitled to up to twelve (12) work weeks in any school year. The application shall be supported by a certification from a physician that the member of the family or household has a serious health condition and requires continuous care and a certification by the teacher that no other member of the family or household is available to provide the care.
- C. If by reason of leave of absence without compensation, a teacher shall work less than one hundred twenty (120) days during a school year, the teacher shall not receive a year of credited service for that school year for the purpose of placement on the salary schedule.
- D. A first year teacher shall be granted leave hereunder, provided that in addition to the conditions applicable to other teachers, and to the extent possible upon return, the teacher will be given first preference for any position for which he or she is qualified. Such opportunity for re-employment will continue until he or she is offered a position, but will not exceed one (1) calendar year from the expiration of such leave. For teachers entitled to leave under the provisions of the Family Medical Leave Act, the teacher shall be reinstated to the position which he or she held at the beginning of the leave.
- E. A non-tenure teacher granted leave without compensation of more than sixty-five (65) working days shall thereafter be employed as a full-time

teacher for two (2) consecutive school terms before becoming eligible for tenure.

- F. While on leave a teacher may elect in writing not to continue the District Insurance programs. Upon return from Family Medical Leave, the teacher and dependent (s) will be restored to all insurance benefits on the same basis as when the leave began. Upon return from extended leave not limited to Family Medical Leave the teacher and dependent(s) will be considered for insurance benefits as late entrants, subject to exclusions and denial of coverage.
- G. Teachers shall be granted leave without compensation to observe recognized religious holidays of the teacher's faith.

6.5 Parental Leave.

- A. A tenure teacher shall be eligible for a parental leave subject to the following:
 - 1. Application for such leave shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the anticipated birth of the child, provided in cases of emergency the Superintendent may waive this paragraph.
 - 2. The teacher and the Superintendent shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that the continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her regular duties. Notwithstanding the agreed upon plan, the parental leave shall commence on the actual date of the delivery date of the child or on such date as the teacher is unable to perform all of her duties on a continuing basis, whichever shall first occur.

3. Paid sick leave shall be available for that part of the leave which is due to the physical inability to work because of the pregnancy or childbirth. At the teacher's option the teacher shall be entitled to up to twelve (12) work weeks of Family Medical Leave subject to the requirements of the Family Medical Leave Act and to the rules and regulations in effect at the time of the commencement of the leave. During the period of the unpaid Family Medical Leave, all benefits shall be maintained as if the teacher were in active duty. Following the period of Family Medical Leave, if any teacher on parental leave may retain all existing insurance benefits at the teacher's option by paying all premiums due, in a timely basis, to the Business Office. If the teacher's absence begins because of such physical inability, the remainder of the leave after the disability ends or after such leave has been exhausted, whichever first occurs, shall be unpaid. No benefits shall be applicable to the leave period except for paid sick leave described above and insurance as described in paragraph (5) below. Any unused accumulated sick leave available at the time of commencement of the leave shall be available upon termination of such leave and return to employment in the District.
4. Teachers returning from a parental leave will return at the step of the salary schedule as outlined below.
 - a. If by reason of parental leave, a teacher shall work less than one hundred twenty (120) days during a school year, the teacher shall not receive a year of credited service for that school year for the purpose of placement on the salary schedule.
 - b. Teachers taking leave after completing the current full school year will re-enter at the next year of credited service on the salary schedule.
5. While on leave a teacher may elect in writing, not to continue the District insurance programs. Upon return from Family Medical Leave, the teacher and dependent(s) will be restored to all insurance benefits on the same basis as when the leave began. Upon return from extended leave not limited to Family Medical Leave the teacher and dependent(s) will be considered for insurance benefits as late entrants, subject to exclusions and denial of coverage.
 - a. A teacher who shall adopt a child or who accepts placement of a foster child in her/his home shall likewise qualify for parental leave as herein set forth,

provided that a notice of intent to adopt be given to the Superintendent at least sixty (60) days before the beginning of such a leave. Except that if the date of the placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

- b. A male teacher shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or for whom he is legally responsible or upon his adoption of a child.
- c. A teacher shall not be eligible for a successive parental leave unless the teacher shall first return to full-time service in the District for at least one hundred twenty (120) compensated school days.
- d. In all instances where a teacher shall be granted a parental leave, as a condition thereof, he or she shall advise the Superintendent in writing on or before March 1st of the calendar year in which the leave terminates that he or she intends to return to employment. This paragraph shall not apply to any leave of less than eight (8) calendar months duration.

6.6 Other Pregnancy/Childbirth Leave. A teacher not eligible for or not desiring parental leave may utilize accumulated sick leave during any period she is physically unable to work because of her pregnancy and/or delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted Family Medical Leave of up to twelve (12) work weeks and a leave of absence without pay during such period of illness, not to exceed ninety (90) calendar days, or the balance of the school year.

6.7 Professional Leave. The Board of Education and the Association encourage all teachers employed by the District to participate in educational opportunities to improve their professional growth. Request for permission to attend such professional improvement programs during school hours and/or reimbursement for expenses incurred shall be directed in writing to the Superintendent in accordance with School District procedures. The granting of such shall be within the discretion of the Superintendent and notification of his or her decision shall be communicated to the teacher within ten (10) school days of the request for leave.

- 6.8 Jury Duty.** The Board shall pay the regular salary to teachers called to serve as jurors or subpoenaed to appear before legal panels as witnesses, except where subpoenaed by the Association or a teacher and the District is a party. The teacher shall not be required to remit to the District any sums received for this service.
- 6.9 Leaves As Precedent.** In any instance wherein this Agreement authorizes the Board to grant a leave of absence or other discretionary act, the granting of such leave or discretion shall not constitute a precedent for the granting of leave or other act of discretion. It shall not constitute a violation of the Agreement that such discretion shall be exercised in one instance but denied in another unless there has been some other specific violation or misapplication of this Agreement.
- 6.10 Family Leave Act.** The provisions of the Family Medical Leave Act shall apply when said Act becomes law in February, 1994 or to whatever date the Congress of the United States may deem applicable.
- 6.11 Unemployment Compensation.** As a condition precedent to any leave of absence of one semester's duration or longer (other than sick leave), the teacher shall agree to waive any claim of whatsoever nature to unemployment compensation during the term of such leave.

ARTICLE 7 TEACHER ASSIGNMENTS

- 7.1 Committees.** Service on any committee to plan in-service, institute, and/or curriculum evaluation shall be voluntary. All such meetings shall be during times when the teachers have been released from their normal teaching duties, or during other times when the teachers are required to be in attendance but have no assigned teaching duties.
- 7.2 Teacher Observation.** Time will be granted, if desired, for the purpose of observing the work of any teacher in the District to (a) teachers newly employed in the District, (b) teachers changing grade level or subject area, (c) teachers implementing new programs, and (d) teachers desiring help in any area. This released time may not exceed four (4) periods of forty (40) minutes each. Such observations shall be scheduled and approved through the Superintendent's office, but with prior approval of the teacher to be observed.
- 7.3 Breakfast/Lunch Room Duty.** The ratio of students to teachers assigned Breakfast/Lunch Room Duty will be no more than one hundred fifty (150) to

one (l). No teacher shall be regularly assigned the duty of supervising students in a breakfast/lunch room. The extra duty hourly rate shall be paid if a teacher is assigned in an emergency.

7.4 Compensation for Extra Curricular Work. Teachers who are assigned extra curricular work beyond the regular school day shall receive appropriate compensation as provided by the pay scale for extra curricular assignments.

7.5 Student Teachers.

- A. Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedures for placement and assistance for student teachers when the Board of Education approves of participation in a student teaching program.
- B. For implementation of a student teacher program, a supervising teacher shall have successful teaching experience (usually three (3) years), and supervise only in his or her field of major preparation.
- C. Acceptance of such assignments shall be voluntary.
- D. A supervising teacher shall work directly with the college or university program coordinator when such person is available.
- E. If monies are made available by the placing university, such shall be paid to the supervising teacher, provided that such payment is consistent with the agreement between the university and the Board.
- F. If tuition is offered by the placing university and courses are taken, the provisions of Appendix A will govern.

7.6 Reassignments.

- A. Voluntary Reassignment. Teachers who desire a change in grade and/or subject assignments, or who desire reassignment to another building, shall file a written statement of such desire to the Superintendent not later than April 1, for the succeeding year. No teacher employed after March 1 shall be assigned to a specific position in the school system until action has been taken on all pending requests for reassignment to that position. If the Superintendent does not accede to a teacher's request for reassignment, the Superintendent shall then present to the teacher in writing the reasons for denying that request.
- B. Teachers assigned to a different building shall receive an orientation from the building principal.
- C. Involuntary Reassignment.

1. Involuntary reassignment of any teacher shall be preceded by written notification to the teacher. Upon request, the teacher shall have the right to a conference with the Superintendent to discuss the reason for such reassignment.
 2. At such conference, the Superintendent shall advise the teacher being reassigned of vacant positions in other schools. If the teacher shall express a preference for some vacant position and the Superintendent does not accede to that preference, the Superintendent shall then present to the teacher in writing the reasons for denying that request.
 3. If a teacher is reassigned under (A) or (C), the District shall move all of that teacher's school supplies to his/her new school and/or classroom, provided said supplies are packed in closed cartons supplied by the District and clearly marked with the teacher's name. If a teacher is not reassigned to a different grade or subject or school, but only to a different classroom, the District shall likewise move school supplies subject to conditions noted above.
- D. Deadlines specified in Section 7.6 (A) of this article shall be waived for teachers involuntarily reassigned. No action will be taken by the Board against any teacher who resigns within ten working days following an involuntary reassignment.
- E. Reassignment Considerations. The Association desires that when reassignments become necessary, preference first be given to teachers who have requested reassignment and that thereafter reassignments be made on the basis of seniority. Although not determinative, these factors shall be taken into consideration when reassignments are made.
- F. Teachers will be informed of any vacancies or newly created staff positions. No person shall be assigned to such position(s) until said position has been posted for at least ten (10) days, whenever practical. Teachers will be informed of any vacancies or newly created staff positions in the following manner: individual notification (of newly created staff positions), central office posting, and posting in a designated place in each building. If a position becomes available in the summer, notice will be given in teacher paychecks if practical or possible. The President of the Association will be given a copy of all postings.
- G. The notice provisions specified in paragraph (F) will be modified when the District has established a web page or is able to provide notice to teachers through the e-mail process. The Board and CTA will work together to accomplish the purposes set forth in this paragraph.

ARTICLE 8 PUPIL-TEACHER RELATIONSHIPS

- 8.1 Pupil Promotion or Retention.** The recommendation of the classroom teacher shall be given prime consideration in determining the promotion or retention of a pupil.

A promotion/retention committee shall be established, comprised of administrators, teachers, and Board members, for the purpose of developing recommendations for the Board pertaining to the District-wide promotion and retention policy. This committee will meet on a yearly basis.

Recommendations derived from this committee shall be presented to the School Board.

- 8.2 Explanation to Teacher.** Should in any instance, the Principal or Superintendent override the teacher's position relative to student promotion, retention, or transfer, a full written explanation will be given to the teacher involved. A copy signed by the administrator and the teacher and/or the parent or legal guardian will be placed in the child's cumulative file.

- 8.3 Psychological Testing.** The Association and the Board recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the learning of other students. A teacher may request psychological testing of such children. Reasons for this request shall be submitted in writing to the teacher's immediate supervisor.

- 8.4 Pupil Discipline.**

- A. Teachers and administrators shall maintain discipline in the schools including school grounds which are owned or leased by the Board and are used for school activities. In all matters relating to the discipline in and conduct of the schools, and the school children, they stand in the relation of parents and guardians to the pupils. This relationship shall extend to all activities of the school including all athletic and extra-curricular programs.
- B. Teachers agree to never use corporal punishment as a means for discipline. However, the teacher may use reasonable force in order to maintain safety for other students and themselves.
- C. Teachers may remove a student from the classroom for a gross offense, persistent misbehavior, or disruptive behavior, however, they must provide

appropriate due process (i.e., give student notice of disruptive behavior and allow him or her to respond) to the student.

- D. When a teacher removes a student under subsection (C), they must inform the building principal or his or her designee, in writing, of the disruptive behavior that required the removal of the student and the due process procedures taken. The administrator or his or her designee will communicate to the teacher, prior to the student's readmittance to the teacher's class, in writing, any actions taken with respect to the disciplinary referral.
- E. In the event a teacher, other than that student's classroom teacher, refers a student to the administration for the purpose of discipline, that teacher shall be informed within one school day of any action that the principal or his or her designee may deem appropriate.
- F. Any case of assault and/or battery or harassment against a teacher shall be promptly reported to the building principal or their designee and the building representative of the Classroom Teachers' Association. At the request of the teacher or CTA representative, the legal counsel of the Board of Education will advise the teacher of his/her rights and obligations with respect to the situation and shall render assistance to the teacher in connection with the handling of the incident by law enforcement agencies and judicial authorities. Cases of assault and/or battery will be reported by the teacher to the local law enforcement authorities immediately after the occurrence of the alleged attack. The administration will give the teacher release time, within the school day of the occurrence of the attack to file a police report. A copy of the report or the report number will be provided to the building administrator. The administration shall notify the Superintendent of the assault and/or battery, in writing, and provide a copy of the written report to the teacher. The Superintendent will complete reporting as required by the Illinois School Code.
 - 1. Any affected member of the Dolton School District 149 education community who is subject to an alleged assault
 - 2. and/or battery, etc., shall have the right to participate in the investigation conducted by an administrator/designee (including comprehensive interviews with the investigating administrator). Subsequently, the affected employee shall be informed of the final disposition of the matter at hand including any discipline (including expulsion) which requires Board action of the offending student or personnel member.
- G. The District will establish a District-Wide discipline committee to set in place a "Discipline Plan of Action" with clearly outlined behavioral consequences to be followed for severe student misbehavior. Severe student misbehavior will include but is not limited to: fighting, physical aggression, profanity,

intimidation, sexual harassment, and possession of any weapon. The committee shall be representative of all stakeholders including: Administration, CTA, SPCA, Parents and Students. The first meeting of the committee shall meet no later than January 1, 2010. Thereafter, the committee will meet annually to review the "Discipline Plan of Action" no later than March 31st of each year. The first "Discipline Plan of Action" will be given to the CTA for approval. It will then be recommended to the Superintendent who will recommend it to the Board of Education for approval. After Board approval, the "Discipline Plan of Action" will be incorporated into the already existing School-Wide Discipline Plans.

8.5 Notification of Students With Mental/Criminal Problems. All affected teachers shall be notified by the building administration of a child who has mental or criminal problems provided the administration is aware of such problems. All affected teachers and the administration will adhere to the Freedom of Information Act.

8.6 Safety Committee. The Board and the Association shall establish a School Safety Committee, consisting of the following stakeholders: CTA representatives, teachers, administrators, community members, parents, support personnel, Board members and law enforcement representatives. The primary purpose of this Committee shall be:

- A. An assessment or survey of the students, faculty and non-faculty personnel regarding their perception of the degree of school and workplace safety.
- B. Examine and detail what mechanisms or processes are in place to assure school and workplace safety.
- C. Communicate with the faculty what safety mechanisms and processes are currently in place.
- D. The Committee shall develop an agreed-upon survey instrument to assess the safety environment in the Dolton School District 149. The safety survey shall be conducted on an annual basis.
- E. The Committee shall examine at what stage or grade should conflict resolution classes or courses be offered, for example, K to 8 grades.
- F. The Committee shall develop an implementation plan/strategy to effectuate the Board approved recommendations of the Safety Committee.
- G. Any other activities which the Committee and the Board deems necessary to further create, maintain, and improve the safety and work environment in the Dolton School District.

ARTICLE 9 ASSURANCES TO THE TEACHER

- 9.1 Discrimination.** The District shall not unlawfully discriminate against any teacher.
- 9.2 Liability Insurance.** Liability insurance for liability incurred in connection with the performance of assigned duties shall be carried to protect all teachers. The cost of such insurance shall be borne by the School District.
- 9.3 Continuance of Insurance Benefits.**
- A. Any teacher honorably dismissed shall receive full insurance benefits according to Appendix B until midnight of the last day of August of the year in which the teacher was honorably dismissed.
 - B. Any teacher who resigns or retires effective the last day of the school term shall receive full insurance benefits according to Appendix B until midnight of the last day of August, provided that such resignation or notice of retirement is tendered to the Superintendent or his or her designee on or before March 1.
- 9.4 Requests for Assistance.** Teachers may request special help or assistance from other teachers, principals, coordinators, or the Superintendent. Requests for Superintendent assistance shall be channeled through the principal of the building in which the teacher is employed.
- 9.5 Indemnification.** The Board of Education agrees to indemnify and protect teachers against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board, and when such acts were pursuant to Board policy, all as prescribed by Section 10-20.20 of the School Code.
- 9.6 New or Revised Instructional Programs.** If teachers are required to implement a substantially new instructional program, or implement a substantial revision of an existing instructional program, the following will occur:
- Administrators will meet and review the new instructional program with teachers before implementation.
 - Training for the programs will include a discussion and review of expectations for implementation.

- Teachers will be provided with the materials necessary to implement the program as they are made available.
- Teachers attending these trainings outside of regular school hours will be compensated at the compensated activity rate as established in Appendix C.

9.7 Honorable Dismissal/Reduction in Force (RIF). If in the sole and final judgment of the Board, it shall become necessary to honorably dismiss teachers on contractual continued service, the following procedures shall be utilized:

- 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. The foregoing provision relating to teachers who have been honorably dismissed and recalled shall be effective as of the 1983-84 school year.
- E. 1. To teach 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.

2. 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).
 3. 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 certificate to teach such grades (as prescribed by the rules or guidelines of the State Board of Education/Illinois Office of Education), provided if the certificate 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 certificate. A third year extension may be granted by the Superintendent.
- F. Certification as used herein means the teaching certificate(s) and endorsements thereon on file with the Superintendent of the District on February 1st of the year in which the dismissals occur.
- G. 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 certification 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.
- H. 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.

9.8 Medication. Teachers, other than nurses, shall not be required to administer medication to pupils.

9.9 School Closing.

- A. When the District gives public notice (e.g. radio announcement, telephone tree, etc.) of the closing of school, teachers shall not be required to report to work. No loss of pay or benefits to teachers shall arise from such closing.
- B. In the event schools are closed early after the arrival of students, teachers shall be free to leave after students for whom they are responsible have left the building. In no case shall a teacher be required to remain beyond the official school day plus ten minutes.
- C. The Board will not extend the calendar as a consequence of school closings unless such extension is necessary in order to comply with Section 5.9 School Calendar to meet the minimum required number of days for student attendance.

D. In the event of inclement weather where schools remain open and teachers are not able to be in attendance, the teacher may use absence days in the following order:

1. Personal Leave Day
2. Sick Day
3. Offset Time*
4. Leave of Absence Without Compensation.

*Offset Time for purposes of this subparagraph only, is time that a teacher would work beyond the official school day not to exceed five (5) hours and twenty (20) minutes. The teacher shall spend this time performing activities such as those listed in Section 5.1. Offset time shall be performed within the workweek. The principal and the teacher shall determine the manner in which the offset hours shall be served. If agreement cannot be reached between the principal and teacher, the Superintendent will render the final decision.

9.10 Inclusion.

- A. The District will indemnify the teacher regarding any action that may be taken against them, due to a severely handicapped child having any accident or causing an accident in the classroom or at recess.
- B. The District will provide additional service personnel to assist with the entry and exit of severely handicapped children, especially in the case of emergencies, such as fire alarms, tornadoes, etc.
- C. The District will supply appropriate supplemental materials, support personnel, supplies, and equipment in a classroom where severely handicapped children, are placed.
- D. Teachers, other than school nurses, will not be required to perform the following procedures: catheterization, suctioning, administering medications (oral or topical), changing diapers, or other physically intrusive personal services. The nurses will not be required to change diapers.
- E. Where Special Education classes exceed the class size limits as required by 23 Illinois Administrative Code 226, a deviation will be requested from the Illinois State Board of Education, Program Compliance division immediately. The Board will forward a copy of the requested deviation to the affected teacher and Association President within five (5) school days.
- F. Any staff member who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited, in writing, to participate in the IEP meeting and any subsequent meetings.

If a staff member, who is providing instructional or other services to a student, advises the administration, in writing, of a reasonable basis to believe that the student's current IEP is not meeting the student's unique needs, as required by law, the IEP meeting shall be reconvened.

- G. All affected teachers shall be notified by the building principal of any child who has current IEP's and is/will be receiving special education services. Notification must be made within 5 days of the principal receiving the current IEP's. The teacher(s) affected shall be allowed access to the student's file in the office.
- H. The Board recognizes and agrees that it will take any and all steps necessary in order to meet the requirements of federal and state laws which require that students with disabilities be educated in the least restrictive environment and reflect a full continuum of services. Such steps might include, among other things the relocation of programs, the establishment of additional classes, or the reassignment of students both with and without disabilities.
- I. While the Board and the Association acknowledge that Least Restrictive Environment (LRE) is federally mandated, they also recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Multidisciplinary Conference (MDC) and/or the Individualized Education Plan (IEP).

9.11 Required Course Work. If the Board requires additional class work to be completed for a teacher, who is not under official remediation, to qualify for/or remain in a specific position, the Board will reimburse the teacher for the cost of tuition, books, and other related fees. The Board reserves the right to recommend the course(s) and the college/university. The affected teacher will be able to choose another college/university. If an accredited private college/university is chosen, that selected institution will be approved provided that the course content is equivalent to the Board's recommendation as determined by the administration. The teacher shall be responsible for any cost difference between the published costs of the Board recommended college/university and the college/university selected. The teacher must receive a grade of "C" or better (or "Pass" if a Pass-Fail system is employed).

9.12 Complaints Brought Before the School Board. The School Board shall make a reasonable effort to hear all personnel-related complaints involving specific teachers during Executive Session. The School Board may permit a representative(s) of the Classroom Teachers' Association to be present and offer its position to the School Board in related Executive Session.

ARTICLE 10 INSTRUCTIONAL SERVICES

- 10.1 Curriculum Work.** No teacher shall be required to work on curriculum either individually or as a member of a committee.
- A. Teachers may apply to the designated administrator for curriculum and/or committee work, who will make assignments only from those who applied. Teachers will be chosen on the basis of appropriate certification and subject area experience appropriate to the assignment. Nothing herein precludes an administrator from soliciting voluntary participation for any committee at a general faculty meeting.
 - B. All District teachers will be individually notified and invited to apply for curriculum and/or committee work at least two weeks before the committee convenes. Chosen committee members shall be notified, and a list of said members shall be posted in each building. A copy of the list shall be sent to the Association President prior to the first meeting.
 - C. Recommendations derived from teacher curriculum work shall be presented to the Superintendent by a delegate chosen by the teachers involved.
 - D. If curriculum recommendations are to be presented to the Board, the involved teachers shall be informed in writing of the time of such presentation and accorded time on the agenda for comment upon these recommendations.
- 10.2 In-Service Training Committee.** A committee of teachers may be asked by the administrator to assist in the development of an in-service training program for new teachers.
- 10.3 Institute and In-Service Planning.**
- A. A committee of teachers shall be formed from applicants for the purpose of working with designated administrators in planning institute and in-service programs. Teachers will be chosen on the basis of appropriate certification and subject area experience appropriate to the assignment.
 - B. Such planning shall be done during time when the teachers have been released from their normal teaching duties, or during other times when teachers are required to be in attendance but have no assigned teaching duties. Teachers will be compensated under Appendix C if the planning occurs outside of the regular school day.
- 10.4 Field Trips.** Field trips will be of sufficient duration to accomplish educational goals as set forth by the teacher and approved by the administration.

ARTICLE 11 GENERAL

- 11.1 Policy Changes.** No policy affecting teacher income or working conditions shall be unilaterally adopted by the Board without prior opportunity for a negotiating meeting being offered to the Association.
- 11.2 Dues Withholding.** The Board shall deduct the dues of the Association and its affiliated organizations from the salary of each teacher who is a member of the Association, provided that the teachers shall have furnished to the Board a written authorization for such dues check-off. The Association shall determine the contents of the authorization form. Such authorization for deduction shall be terminable according to its terms, provided that the Board shall not be responsible for implementing any termination less than thirty (30) calendar days following receipt of notice of termination.
- 11.3 Fair Share.**
- A. All members of the bargaining unit who are not members of the Association shall pay to the Association a fair share fee for services rendered by the Association. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Association as hereinafter described.
 - B. No fair share fee payment or deduction shall be required, however, until:
 - 1. The Association shall certify to the Board an amount not to exceed the dues uniformly required of its members which shall constitute each non-member's fair share fee; and
 - 2. The Association shall furnish to the Board a written agreement of the Illinois Education Association-NEA to hold the Board, its members, agents and employees harmless in the same manner and to the same extent as hereinafter agreed to by the Association for itself.
 - C. If any employee, on the basis of a bona fide 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, then such employee's fair share fee shall, upon proper substantiation of such objection, be paid by the Association, after its receipt from the Board, to a non-religious charitable organization mutually agreed upon by the Association and the employee.

- D. The Association and its affiliates shall indemnify and hold the Board, its members, agents and employees harmless against any and all claims, demands, suits, orders, judgment, damages or other forms of liability and reasonable expenses, including attorneys' fees, necessarily incurred in connection therewith arising out of, or by reason of, any action other than willful misconduct taken or not taken by the Board, its members, agents and employees in complying with the requirements of this article and other than from the Board's imperfect execution of its obligations imposed on it by this article.
- E. In the event that a member of the bargaining unit has an objection to the fair share fee, that objection shall be processed as provided by the Regulations of the Illinois Educational Labor Relations Board (IELRB) and, during the pendency of any such proceedings, the Board shall adhere to said regulations as to the withholding and disposition of fair share fees payable by the objecting employee.
- F. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Board shall give the Association prompt written notice of such action and the Association shall intervene in such action. The Board will give 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.

11.4 Deductions. Deductions for dues or fair share fees shall be made in 20 equal installments beginning with the first paycheck in October in each year. In the first year of this Agreement, the number of fair share deductions shall be twenty (20) less the number of pay days from the beginning of October until the last payday before the deductions begin and the amount of each deduction shall be equal to the total fair share fee for the school year divided by the number of deductions. The fair share deductions shall commence within thirty (30) calendar days after the requirements of Section 11.3 (B) have been satisfied. The amount to be deducted from the compensation of each teacher shall remain consistent during the school year and not be adjusted for odd cents. The dues and fees withheld by the Board shall be remitted to the Association promptly after withholding. The Board shall not be responsible for that portion of the dues or fees which would have been deductible for pay periods when a teacher is not entitled to be paid.

11.5 Assignment of Association President. The Association President shall be free of extra duty assignment during the term of the presidency.

11.6 Board Meeting Agenda. The Association President or his or her designee shall be furnished five (5) copies of the agenda of every Board meeting two (2) days in advance of each regular meeting of the Board and the minutes of the last meeting, if available.

- 11.7 Information for Association.** Within ten (10) working days of a request, the Board shall make available to the Association one copy of any information, statistics, and records normally available and open to the public and which are pertinent to the subject under negotiation. Nothing herein shall require the administrative staff to research and assemble information for the Association.
- 11.8 Information for Board.** Within ten (10) working days of a request, the Association shall make available to the Board one copy of any information, statistics, and records which are pertinent to the subject under negotiation. Nothing herein shall require the Association to research and assemble information for the Board.
- 11.9 Association Meetings.** The Association President or his or her designee shall be entitled to fifteen (15) days leave with pay per year for the purpose of attending Association and Association-related meetings outside the District, provided that not more than two (2) teachers may be absent for this purpose at one (1) time and provided further that such leave may not be taken during the first five (5) or the last five (5) student attendance days, nor on any scheduled in-service or District institute day without the prior written consent of the Superintendent. The Association President shall notify the Superintendent at least two (2) days in advance and the Association shall reimburse the District for the cost of a substitute.
- 11.10 New Teachers.** The District shall notify the Association within ten (10) working days of the name, assignment and address of any new teacher hired by the District.
- 11.11 Copies of Agreement.** The Board shall supply each member of the bargaining unit with one (1) copy of the Professional Negotiations Agreement and shall supply the Association with twenty (20) copies.

ARTICLE 12 GRIEVANCE PROCEDURE

- 12.1 Definition.** A "grievance" shall mean a claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
- 12.2 Purpose.**
- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.

- B. Nothing contained herein shall be construed as limiting the rights of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Association, provided any such adjustment shall be consistent with the terms of this Agreement.

12.3 Grievance Representation.

- A. At all steps of a grievance after it has been formally presented in writing, at least one member of the Association's Grievance Committee may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Association or the Board of Education may be present at any of these above-mentioned hearings provided notice of intention to have such counsel present shall be given at least two (2) days in advance.
- B. Within five (5) working days of a request, the Board shall make available to the Association one (1) copy of any information, statistics and/or records which are pertinent to the grievance being processed. Nothing herein shall require the administration to research and assemble information for the Association or to furnish personal notes and privileged correspondence.

12.4 Time Limits.

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- B. If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- C. As used herein, "days" mean Monday through Friday except days on which the Superintendent's office is closed, or days during the school term when teachers are not required to be in attendance.
- D. In the event a grievance initiated pursuant to this Agreement cannot be concluded prior to the expiration of this Agreement, then such grievance shall be resolved under the terms of this Agreement and this Article, and not under the terms of any succeeding agreement.

12.5 Initiating and Processing.

- A. The Superintendent and the grievant(s) shall be sent all copies of correspondence. Each party shall have the right to include in its representation at any meeting held pursuant to this Article appropriate witnesses or consultants who shall have the full right to participate as called upon by the inviting party. The grievant shall also have the right to be present and to speak at any and all grievance meetings.
- B. Step 1. The grievant shall institute the grievance within twenty (20) days following the occurrence of the event complained of or within twenty (20) days of the date when the grievant might reasonably have ascertained the occurrence of such event, by submitting a written statement to the building principal involved. Such written statement shall include:
1. The exact nature of the grievance.
 2. The act(s) complained of and when they occurred.
 3. The identity of the employee(s) involved in the grievance.
 4. The specific section(s) or provision(s) of this Agreement that are claimed to have been violated and the manner in which the act(s) complained of violate the Agreement. The written statement may be amended up to five days after receipt of the written decision from the Superintendent required at Step 2, but not to add additional sections or provisions claimed to have been violated or to add any new events or acts claimed to be in violation of the Agreement.
 5. The remedy sought. The building principal shall have ten (10) days in which to hold the meeting and ten (10) days following such meeting to present a written explanation of his or her position on the grievance to the grievant and to the Association.
- C. Step 2. Should the grievant be dissatisfied with the building principal's decision, he or she may petition within ten (10) days thereafter to be heard by the Superintendent. The Superintendent will present within fifteen (15) days after such hearing a written decision on the grievance to the grievant and to the Association. If the event complained of shall be the result of an action by the Superintendent, other central office personnel, or the Board of Education, the grievance shall be initiated at Step 2.
- D. Step 3. If the grievance is not settled at step 2, then the Association within ten (10) days after the date of the receipt of the written answer from the Superintendent may submit the grievance to binding arbitration. The Arbitrator shall be selected pursuant to the procedures of the American Arbitration Association.

1. Grievance arbitration meetings will be scheduled in sequential order. However, no previously scheduled meeting or hearing need be delayed if a prior grievance is rescheduled.
2. No more than one (1) grievance at any one (1) time shall be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
3. Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within the time limits provided herein shall be subject to arbitration.
4. The jurisdiction of the Arbitrator is limited to:
 - a. Interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
 - b. The rendering of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement.
 - c. Providing a remedy within the terms of this Agreement.
5. The fees and expenses of the Arbitrator shall be paid one-half (½) by each party. The decision of the Arbitrator within the limits herein prescribed shall be final and binding subject to judicial review.
6. Neither party shall disclose in any manner to the Arbitrator any information concerning previous offers of settlement made by the other party.
7. Any grievance not processed within the time limits specified within Steps 1, 2, and 3 of Article 12 above shall be deemed finally closed, unless the parties otherwise mutually agree in writing.

12.6 Initiation of Special Types of Grievances. Where a teacher or the Association has a grievance arising from the action of authority higher than a principal, the grievance may be filed originally at Step 2 of the procedure and information copies of the first grievance document shall be sent simultaneously to the principal or principals of the teacher(s) involved.

12.7 General Provisions.

- A. Upon settlement of a grievance all documents, communications, and records dealing with the processing of the grievance will be filed in a separate grievance file and not in the personnel files of the participants.
- B. Should the processing of any grievance require that a teacher, acting individually, or as an Association representative be released from his or her regular assignment, said teacher shall be released without loss of pay or benefits.
- C. Subject to the provisions of Section 3 of the Illinois Educational Labor Relations Act, all grievances of teachers shall be processed through the Association and the Association shall process any and all grievances from teachers.

ARTICLE 13 DURATION OF AGREEMENT

- 13.1 Effective Date.** This Agreement shall be in effect from August 1, 2017, through July 31, 2020.
- 13.2 Commencement of Bargaining.** The parties shall commence bargaining between January 15 and February 15 of the final year of the agreement.
- 13.3 Mediation.** In the event of the use of mediation during the period of a successor agreement, the Association and the Board agree to the use of a mediator furnished by the Federal Mediation and Conciliation Service, provided that such mediation is held at a location agreeable to both parties.
- 13.4 Right of Representation.** All participants to a grievance or negotiation, subject to the rules and regulations of their office or organization, shall have the right to employ the services of consultants in the deliberations.

ARTICLE 14 VALIDITY

- 14.1 Additions or Alterations.** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The parties mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in writing, and any such addition or alteration shall become a part of this Agreement.
- 14.2 Invalidity.** Any provision of this Agreement which violates the Illinois School Code, the Illinois Educational Labor Relations Act, or any other law of the State

of Illinois or of the United States of America or which constitutes an unlawful delegation of the Board's authority shall be ineffective to the extent of such violation or unlawful delegation without invalidating the remaining provisions of this Agreement. In the event any provision is ruled to be ineffective, negotiations concerning the ineffective provision shall commence within fifteen (15) days. All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

- 14.3 Appendices, Preambles, and General Construction.** The appendices attached to this Agreement shall be deemed a part of this Agreement. All preambles in this Agreement shall be deemed as part of the entire agreement. This Agreement and wording herein shall be given the common and ordinary interpretation as to its meaning and construction.
- 14.4 Nature of Agreement.** This Agreement supersedes and cancels all previous agreements and practices between the Board and the Association, unless expressly stated to the contrary herein. It constitutes the entire Agreement between the parties and concludes collective bargaining for its term.
- 14.5 Notification of Intent to Seek a Waiver.** The Board will notify the Association President within five (5) days of its intent to seek a waiver to any section(s) of the Illinois School Code and Administrative Rules and Regulations. This notification will include the section(s) to be waived, the reason for seeking the waiver and the date(s) of the public hearing.

ARTICLE 15 NOTICES

All notices required or permitted by this Agreement shall be served on the Secretary of the Board of Education or upon the President of the Association. Notices shall be effective when actually delivered or on the second day following the date of mailing by certified mail of any notice except Sundays or legal holidays, whichever shall first occur.

ARTICLE 16 ALTERNATIVE CERTIFICATION PROGRAM TEACHERS

Pursuant to the Illinois School Code, Alternative Certification Program Teachers shall be recognized as certified teachers entitled to all benefits, rights, and privileges as members of the collective bargaining unit.

Initial placement for Alternative Certification Program Teachers shall be at BA Step 1. Second-year Alternative Certification Program Teachers shall be placed at BA+18

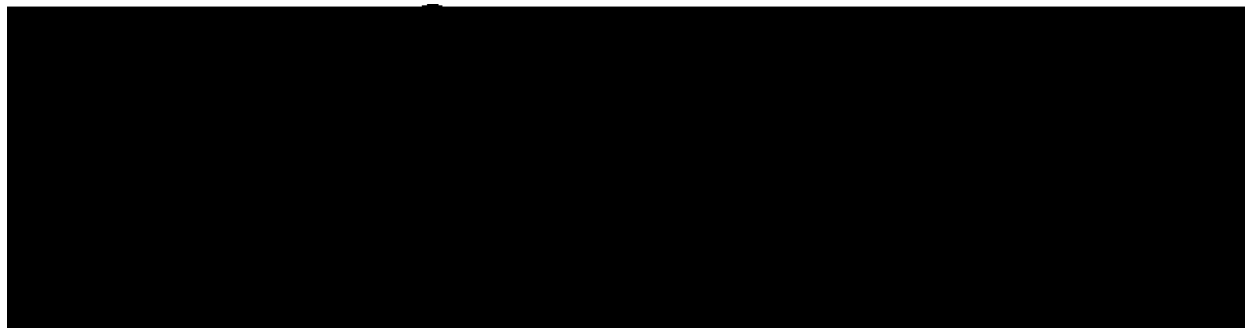
Step 2. Third-year Alternative Certification Program Teachers shall be placed at MA Step 3.

Funds in a sufficient amount to cover the cost of course work for an Alternative Certification Program will be withheld from the Alternative Certification Program Teacher's salary and paid to the university/college provider via the appropriate channels.

After completing an Alternative Certification Program, teachers will be considered third-year probationary teachers for the purpose of tenure and salary placement.

ARTICLE 17 ACCEPTANCE

This Agreement for the period from July 1, 2017 and ending June 30, 2020 has been ratified and is adopted by the parties hereto on the dates specified below.



Date: 07-18-2017

Date: 07-18-2017

APPENDIX A

SALARY AND PROFESSIONAL GROWTH

A. Horizontal Salary Schedule Placement

Placement on the salary schedule for professional credits or advanced degrees earned, or reimbursement for same shall be approved by the Superintendent. To be considered for approval, credits or degrees earned must be related to the teacher's teaching assignment.

Approval shall also be contingent upon the following:

1. All courses must carry graduate credit, be taken at an accredited institution, and the teacher must receive a grade of "C" or better (or "Pass" if a Pass-Fail system is employed).

2. Approval of graduate courses shall be secured in advance.
3. Approval of degree programs shall be secured in advance. Up to three (3) courses may be substituted in the degree program without re-approval by the Superintendent, provided that they are approved by the accredited institution.

B. Professional Growth

Teachers may receive credit which shall qualify for horizontal movement on the salary schedule for in-service programs and curriculum committee work when such programs or work have resulted in professional growth comparable to graduate courses in an accredited institution of higher learning. Application for such credit shall be made in writing to the Superintendent no later than fifteen (15) days following the completion of such program or work. Credit shall not be given for one activity substantially performed during the regular teacher day, meeting certification requirements, or for which any separate compensation or stipend shall have been given or earned. The granting of such credit to one (1) teacher for such programs or work shall not serve as a determining precedent for any other teacher involved in the same or similar activity, but each teacher's participation shall be evaluated independently.

Teachers shall receive two (2) credits for horizontal movement on the salary schedule for each session of outdoor education. Credits received for outdoor education prior to receipt of an MA degree shall count toward placement on the MA+18 lane.

Teachers receiving professional development from the District for pay or 18 required hours shall also be given CPDUs.

C. Tuition Reimbursement

The Board of Education of School District 149 and the Classroom Teachers' Association agree to the following:

The Board will set aside \$75,000.00 to reimburse each teacher an amount not to exceed \$1,000.00 in order for teachers to take graduate level classes, earn advanced degrees, professional credits, and/or CPDU's. All provisions of PNA Appendix A will apply. To be considered for reimbursement: workshops, seminars, credits, courses, and/or degrees shall relate to the teacher's recertification plan or shall relate to the teacher's teaching assignment. In addition, courses must carry graduate credit, be taken at an accredited institution, and the teacher must receive a grade of "C" or better, or "Pass" if a pass/fail system is employed. The teacher shall receive

approval from the Superintendent prior to taking workshops, seminars, credits, courses and /or degrees.

Teachers shall submit transcripts or certificates of attendance/completion and an invoice/billing receipt to the Superintendent no later than June 15th of the school year in which the classes were taken. The Superintendent shall approve reimbursement within ten (10) days of the June 15th deadline. Payment to the teacher shall be within four (4) weeks of the School Board and Superintendent's approval.

Tuition reimbursement does not apply to individuals participating in the Resident Teacher Program or non-tenured teachers.

At the end of each school year, the School Board and CTA will assess the actual tuition reimbursement program cost and make adjustments accordingly. The dollar amount will not be reduced, but may be adjusted upward after the assessment.

In the event the total dollar amount requested for reimbursement exceeds \$75,000.00, the \$75,000.00 will be proportionately divided among those teachers who have met the above requirements, but in no case will individual reimbursement exceed \$1,000.00 per school year.

D. Professional Development

Teachers requesting to participate in workshops at the District's expense are expected to attend. Failure to do so will result in reimbursement to the District by the teacher unless the teacher has contacted the Superintendent's office and the building Principal regarding their inability to attend the workshop. Documentation for the absence such as personal illness etc. must be provided upon return. Teachers who continue to fail to attend District paid workshops will have to prepay for their workshops and submit proof of attendance and receipts for reimbursement.

E. Salary Schedule Placement for New Hires

1. Credit for each complete year of teaching experience in any accredited public school system will be granted according to the following scale:

0-1 Years of Credited Service – Placement on Step 1

2-4 Years of Credited Service – Placement on Step 2

5+ Years of Credited Service – Placement on Step 3

2. Credit for each complete year of teaching experience in any accredited private school system will be granted according to the following scale:
 - 0-3 Years of Credited Service – Placement on Step 1
 - 4-8 Years of Credited Service – Placement on Step 2
 - 9+ Years of Credited Service – Placement on Step 3
3. Salary lane placement shall accurately reflect educational level.
 - a. Out of State teachers must provide proof of a valid out-of-state certificate. They will have one year to get a valid Illinois certificate. Until the Illinois certificate has been received, the teacher will be placed on Step 1. After the Illinois certificate has been provided, the teacher's salary will be paid retroactively in accordance with Appendix A, Sections D.1 and 2.
 - b. New teachers will have one (1) year to obtain a valid Illinois teaching certificate.
4. When certificated positions are classified as a professional shortage area by the Illinois State Board of Education (ISBE), the Superintendent may recommend professional equivalency credit for clinical or private practice in the area for which the candidate is being hired to perform.

APPENDIX A 1
SALARY SCHEDULE
2017 - 2018

STEP	BA	BA+9	BA+18	MA	MA+9	MA+18	MA+30
1	43,895	44,992	46,342	47,732	49,164	50,639	52,158
2	44,773	45,892	47,269	48,687	50,148	51,652	53,202
3	45,668	46,810	48,214	49,661	51,151	52,685	54,266
4	47,038	48,214	49,661	51,151	52,685	54,266	55,894
5	48,450	49,661	51,151	52,685	54,266	55,894	57,570
6	49,903	51,151	52,685	54,266	55,894	57,570	59,298
7	51,400	52,685	54,266	55,894	57,570	59,298	61,077
8	52,942	54,266	55,894	57,570	59,298	61,077	62,909
9	54,530	55,894	57,570	59,298	61,077	62,909	64,796
10	56,166	57,570	59,298	61,077	62,909	64,796	66,740
11	57,851	59,298	61,077	62,909	64,796	66,740	68,742
12	59,587	61,077	62,909	64,796	66,740	68,742	70,804
13	61,374	62,909	64,796	66,740	68,742	70,804	72,929
14	63,216	64,796	66,740	68,742	70,804	72,929	75,116
15	65,112	66,740	68,742	70,804	72,929	75,116	77,370
16	67,066	68,742	70,804	72,929	75,116	77,370	79,691
17	69,077	70,804	72,929	75,116	77,370	79,691	82,082
18	71,150	72,929	75,116	77,370	79,691	82,082	84,544
19	73,284	75,116	77,370	79,691	82,082	84,544	87,081
20	75,483	77,370	79,691	82,082	84,544	87,081	89,693
21	77,747	79,691	82,082	84,544	87,081	89,693	92,384
22	80,080	82,082	84,544	87,081	89,693	92,384	95,155
23	82,482	84,544	87,081	89,693	92,384	95,155	98,010
24	84,957	87,081	89,693	92,384	95,155	98,010	100,950
25				95,155	98,010	100,950	103,979
26				98,010	100,950	103,979	107,098
27				100,950	103,979	107,098	110,311
28				103,979	107,098	110,311	113,620

APPENDIX A 1 (cont'd)

Teachers completing the highest step in their lane shall receive a longevity increase of \$1,500 in lanes BA through MA+18. Teachers completing the highest step in lane MA+30 shall receive a longevity increase of \$2,500. Teachers in lanes BA through MA+18 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$2,000 (rather than \$1,500). Teachers in lane MA+30 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$3,500 (rather than \$2,500). Teachers in lanes BA through MA+18 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$500 (total longevity pay of \$2,500) and thereafter shall continue to receive additional longevity increases of \$500 after completion of each additional 3 year period they remain on longevity. Teachers in lane MA+30 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$1,000 (total longevity pay of \$4,500) and thereafter shall continue to receive additional longevity increases of \$1,000 after completion of each additional 3 year period they remain on longevity.

Salary shall be payable in 26 pay periods with the first payment on August 25, 2017.

As provided in IL .Rev. Stat. 1983, Ch.108 ½, Par. 16-152.1, the Board will pick up and pay the employees' contributions to the Teachers Retirement System of Illinois as a reduction in cash salary out of the compensation received under the salary schedule and from extra duty pay so that the taxable income to the teachers shall be 91% of such compensation.

**APPENDIX A 2
SALARY SCHEDULE
2018 - 2019**

STEP	BA	BA+9	BA+18	MA	MA+9	MA+18	MA+30
1	44,336	45,444	46,808	48,212	49,658	51,148	52,683
2	45,223	46,353	47,744	49,176	50,651	52,171	53,736
3	46,127	47,280	48,699	50,160	51,665	53,214	54,811
4	47,511	48,699	50,160	51,665	53,214	54,811	56,455
5	48,936	50,160	51,665	53,214	54,811	56,455	58,149
6	50,404	51,665	53,214	54,811	56,455	58,149	59,893
7	51,917	53,214	54,811	56,455	58,149	59,893	61,690
8	53,474	54,811	56,455	58,149	59,893	61,690	63,541
9	55,078	56,455	58,149	59,893	61,690	63,541	65,447
10	56,731	58,149	59,893	61,690	63,541	65,447	67,410
11	58,433	59,893	61,690	63,541	65,447	67,410	69,433
12	60,186	61,690	63,541	65,447	67,410	69,433	71,516
13	61,991	63,541	65,447	67,410	69,433	71,516	73,661
14	63,851	65,447	67,410	69,433	71,516	73,661	75,871
15	65,766	67,410	69,433	71,516	73,661	75,871	78,147
16	67,739	69,433	71,516	73,661	75,871	78,147	80,492
17	69,771	71,516	73,661	75,871	78,147	80,492	82,906
18	71,865	73,661	75,871	78,147	80,492	82,906	85,394
19	74,021	75,871	78,147	80,492	82,906	85,394	87,955
20	76,241	78,147	80,492	82,906	85,394	87,955	90,594
21	78,528	80,492	82,906	85,394	87,955	90,594	93,312
22	80,884	82,906	85,394	87,955	90,594	93,312	96,111
23	83,311	85,394	87,955	90,594	93,312	96,111	98,995
24	85,810	87,955	90,594	93,312	96,111	98,995	101,964
25				96,111	98,995	101,964	105,023
26				98,995	101,964	105,023	108,174
27				101,964	105,023	108,174	111,419
28				105,023	108,174	111,419	114,762

APPENDIX A 2 (cont'd)

Teachers completing the highest step in their lane shall receive a longevity increase of \$1,500 in lanes BA through MA+18. Teachers completing the highest step in lane MA+30 shall receive a longevity increase of \$2,500. Teachers in lanes BA through MA+18 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$2,000 (rather than \$1,500). Teachers in lane MA+30 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$3,500 (rather than \$2,500). Teachers in lanes BA through MA+18 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$500 (total longevity pay of \$2,500) and thereafter shall continue to receive additional longevity increases of \$500 after completion of each additional 3 year period they remain on longevity. Teachers in lane MA+30 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$1,000 (total longevity pay of \$4,500) and thereafter shall continue to receive additional longevity increases of \$1,000 after completion of each additional 3 year period they remain on longevity.

Salary shall be payable in 26 pay periods with the first payment on August 24, 2018.

As provided in IL .Rev. Stat. 1983, Ch.108 ½, Par. 16-152.1, the Board will pick up and pay the employees' contributions to the Teachers Retirement System of Illinois as a reduction in cash salary out of the compensation received under the salary schedule and from extra duty pay so that the taxable income to the teachers shall be 91% of such compensation.

APPENDIX A 3
SALARY SCHEDULE
2019 - 2020

STEP	BA	BA+9	BA+18	MA	MA+9	MA+18	MA+30
1	44,777	45,896	47,273	48,692	50,152	51,657	53,207
2	45,673	46,814	48,219	49,665	51,155	52,690	54,271
3	46,586	47,751	49,183	50,659	52,178	53,744	55,356
4	47,984	49,183	50,659	52,178	53,744	55,356	57,017
5	49,423	50,659	52,178	53,744	55,356	57,017	58,727
6	50,906	52,178	53,744	55,356	57,017	58,727	60,489
7	52,433	53,744	55,356	57,017	58,727	60,489	62,304
8	54,006	55,356	57,017	58,727	60,489	62,304	64,173
9	55,626	57,017	58,727	60,489	62,304	64,173	66,098
10	57,295	58,727	60,489	62,304	64,173	66,098	68,081
11	59,014	60,489	62,304	64,173	66,098	68,081	70,123
12	60,784	62,304	64,173	66,098	68,081	70,123	72,227
13	62,608	64,173	66,098	68,081	70,123	72,227	74,394
14	64,486	66,098	68,081	70,123	72,227	74,394	76,626
15	66,420	68,081	70,123	72,227	74,394	76,626	78,925
16	68,413	70,123	72,227	74,394	76,626	78,925	81,292
17	70,465	72,227	74,394	76,626	78,925	81,292	83,731
18	72,579	74,394	76,626	78,925	81,292	83,731	86,243
19	74,757	76,626	78,925	81,292	83,731	86,243	88,830
20	77,000	78,925	81,292	83,731	86,243	88,830	91,495
21	79,310	81,292	83,731	86,243	88,830	91,495	94,240
22	81,689	83,731	86,243	88,830	91,495	94,240	97,067
23	84,139	86,243	88,830	91,495	94,240	97,067	99,979
24	86,664	88,830	91,495	94,240	97,067	99,979	102,979
25				97,067	99,979	102,979	106,068
26				99,979	102,979	106,068	109,250
27				102,979	106,068	109,250	112,528
28				106,068	109,250	112,528	115,903

APPENDIX A 3 (cont'd)

Teachers completing the highest step in their lane shall receive a longevity increase of \$1,500 in lanes BA through MA+18. Teachers completing the highest step in lane MA+30 shall receive a longevity increase of \$2,500. Teachers in lanes BA through MA+18 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$2,000 (rather than \$1,500). Teachers in lane MA+30 that have received longevity pay for 3 school terms shall, in the next school year, begin receiving longevity pay of \$3,500 (rather than \$2,500). Teachers in lanes BA through MA+18 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$500 (total longevity pay of \$2,500) and thereafter shall continue to receive additional longevity increases of \$500 after completion of each additional 3 year period they remain on longevity. Teachers in lane MA+30 that have received longevity pay for 6 school terms shall in the next school year begin to receive a further increase in longevity in the next school year of \$1,000 (total longevity pay of \$4,500) and thereafter shall continue to receive additional longevity increases of \$1,000 after completion of each additional 3 year period they remain on longevity.

Salary shall be payable in 26 pay periods with the first payment on August 23, 2019.

As provided in IL .Rev. Stat. 1983, Ch.108 ½, Par. 16-152.1, the Board will pick up and pay the employees' contributions to the Teachers Retirement System of Illinois as a reduction in cash salary out of the compensation received under the salary schedule and from extra duty pay so that the taxable income to the teachers shall be 91% of such compensation.

APPENDIX B

INSURANCE BENEFITS

It is understood between the Board of Education of District 149 and The Classroom Teachers; Association, IEA-NEA that an annual meeting concerning the District's health insurance plan will be held with CTA representatives, SPCA representatives, District Administrators, the District's Insurance Broker and the District's Third Party Administrator. The Board and the CTA agree that any modifications and/or changes in benefits will be mutually agreed upon.

1. Health Insurance

Teachers desiring single coverage (health and/or dental) shall pay 15% of the premium and teachers desiring dependent coverage (health and/or dental) shall pay 45% of the premium* for the protection of such teacher (single coverage) and/or dependents (dependent coverage: employee plus child/children, Employee plus spouse, Family) for the following group coverage:

	<u>Maximum Amount</u>
Maximum benefits lifetime	Unlimited
Maximum benefits per calendar year for non-confining mental and nervous disorders and substance abuse	Unlimited
Maximum lifetime benefits per calendar year for non-confining Mental and nervous disorders and substance abuse	Unlimited
Deductible:	
Per individual per calendar year	\$750
Family Deductible	\$2,250
Co-insurance:	
Except for non-confining mental and nervous disorders insurer pays	80% in network 60% out of network
Non-confining mental and nervous disorders and substance abuse	80% in network 60% out of network

APPENDIX B

INSURANCE BENEFITS (Continued)

Maximum out of pocket per individual per calendar year
(the plan will pay 100% of expenses after amount paid by
teacher reaches out-of-pocket maximum)

OPX includes office visit co-pay \$3,750

* If the premiums increase by 10% or more in any given year, the additional cost shall be shared by both the District and the member.

Special covered expenses

Plan pays 100% of expenses for (not subject to deductible):

- Pre-admission tests
- One routine pap smear, pelvic exam, mammogram, testicular exam, prostate exam, colorectal cancer screening, blood analysis, and urinalysis per calendar year
- Second surgical opinion
- Lab and X-Ray to \$200

Preventative Care per the ACA, including exams and immunizations, contraception, etc.

Plan pays 100% of expenses for (subject to deductible):

- Charges by an ambulatory surgical center
- Certain surgical procedures when you request a second surgical opinion

Benefits shall be paid on the basis of usual and customary charges. Room and board benefits shall be for semi-private rooms.

2. Term Life Insurance (Premium Wavier)..... \$50,000

3. Accidental death and dismemberment
2 times annual salary to maximum \$50,000

4. Long-term disability

1. All full-time employees
2. Non-contributory
3. 60% of salary – maximum \$1,500 per month/minimum \$50
4. With full integration
5. Qualifying disability period 90 days
6. Payment duration will comply with Age Discrimination in Employment Act
7. Total disability, your occupation – 24 months

APPENDIX B

INSURANCE BENEFITS (Continued)

5. Dental Insurance

The Board agrees to provide a comprehensive Dental Plan for each member.

Preventative Services.....	Plan pays100%
Oral examination	
X-rays	
Cleaning of teeth	
Fluoride applications (for children)	
Space Maintainers	
Emergency office visits	
General Services *.....	Plan Pays 85%
Fillings	
General anesthetics	
Injectable antibiotics	
Extractions	
Oral surgery	
Endodontics	
Periodontics	
Repair of prosthetic appliances	
Major Services*	Plan Pays 50%
Bridges and dentures	
Crowns and gold restorations	
Replacement of damaged appliances	

* \$50 deductible per calendar year

6. Preferred Provider Organization doctor with \$25.00 (\$50.00 for specialists) co-payment for office visits. Office visits are included in out-of-pocket expense (OPX)

If outside doctor Plan Pays 60%

Co-insurance in-network for covered physicians is 80%.

APPENDIX B

INSURANCE BENEFITS (Continued)

7. The Board agrees to provide a prescription drug card program with the following costs to the support personnel member.

	<u>Retail</u>	<u>Mail Order 90 days</u>
Generic	\$ 10	2X Retail
Non Formulary Generic Brand Formulary	\$ 40	2X Retail
Non Formulary	\$ 60	2X Retail
Specialty	\$100	2X Retail

8. Insurance Premiums

Premiums per paycheck
Employee pays 15%, other tiers pay 45%

	2017-2018	2018-2019	2019-2020
Employee	\$61.07	SBJIC**	SBJIC**
Employee + Child	\$317.06	SBJIC**	SBJIC**
Employee + Spouse	\$361.13	SBJIC**	SBJIC**
Family	\$432.38	SBJIC**	SBJIC**

For a list of comprehensive coverage, please refer to the District Health and Dental Plan booklet.

	<u>Annualized Premiums</u>			
	Employee	Employee + Spouse	Employee +Child	Family
Sept. 1 2017-Aug. 31, 2018	\$10,585.47	\$20,865.29	\$18,319.02	\$24,981.96
Sept. 1 2018-Aug. 31, 2019	SBJIC**	SBJIC**	SBJIC**	SBJIC**
Sept. 1 2019-Aug. 31, 2020	SBJIC**	SBJIC**	SBJIC**	SBJIC**

** SBJIC = Set By Joint Insurance Committee

APPENDIX B

INSURANCE BENEFITS (Continued)

The teacher's share of the Premiums (employee only coverage - teacher pays 15%, other coverage - teacher pays 45%) with changes will be deducted in equal amounts, or in as nearly equal amounts as possible, from each teachers' paycheck and based upon 26 pay periods.

The Joint Insurance Committee will meet no later than June 1st of each year in order to begin the process for determining the insurance premiums that will be effective as of the next September 1st.

APPENDIX C

EXTRA DUTY SALARY SCHEDULE

The rate of pay for extra duties beyond the regular day for such things as club supervision, school patrol, coaching, breakfast and lunch supervision, or directing intramurals, shall be at a rate of:

Rate of Pay

2017-2018	2018-2019	2019-2020
\$33.00	\$33.00	\$34.00

At the beginning of the school year, the Superintendent shall establish the number of hours to be worked for each activity. Persons accepting such assignment will be limited to the hours defined for each particular activity unless the hours are extended and approved by the Superintendent. Teachers may request the Superintendent to consider authorizing additional hours when unforeseen circumstances warrant such an extension. Reimbursement shall be made twice during the school year, the second pay period in December and the second pay period in June. Once an assignment is made and a minimum number of hours determined, the teacher accepting the assignment will be paid even if the activity is terminated by the administration during that school year. For any other activity, teachers will be reimbursed in the second pay period after the work is completed. For teachers being paid under the 21st Century Program, the teachers will be paid for hours completed by the second pay period in December and the second pay period in June.

All teachers shall be paid on the salary schedule. Additional hours beyond the regular school day and days worked beyond the official school year, shall be paid according to Appendix C.

Persons with extra duty assignments will report absences or inability to complete their assignment and will not be paid for hours so missed.

In the event the District agrees to enter into partnerships with community based organizations/agencies, including but not limited to Thornton Township, who wish to sponsor extra curricular activities, the District will negotiate with the CTA so that the mandates of PNA Article 5.12 and Appendix C are fully met.

In the event the outside organization/agency cannot meet the contractual rate mandated in Appendix C, the District will make up the monetary difference.

CTA members will be given first choice of any position proposed by the outside agency/organization.

All other applicable PNA provisions will be enforced as they relate to extra curricular duties, postings, and pay dates.

APPENDIX D

RETIREMENT INCENTIVE

It shall be the sole responsibility of the teacher to work with TRS to determine eligibility for retirement and retirement benefits. During a teacher's last four years of full-time employment, a retirement incentive will be paid pursuant to the terms of this Appendix. An eligible teacher that submits a letter of intent to retire by March 1, 2018 may retire at the end of the 2018-19, 2019-20, 2020-21 or 2021-22 school years. An eligible teacher that submits a letter of intent to retire by March 1, 2019 may retire at the end of the 2019-20, 2020-21, 2021-22 or 2022-23 school years. An eligible teacher that submits a letter of intent to retire by March 1, 2020 may retire at the end of the 2020-21, 2021-22, 2022-23 or 2023-24 school years. In addition, an eligible teacher that submitted a letter of intent to retire after March 1, 2016, but before March 1, 2017 may retire at the end of the 2017-18, 2018-19, 2019-20 or 2020-21 school years pursuant to this Appendix.

- A. 1. Any teacher who has been determined by TRS to be eligible for retirement without the District being liable for any retirement penalty, and has completed a minimum of 15 years in District 149 upon notification of retirement shall receive:

YEAR 1	a salary increase equal to 4% (four percent) of the previous year's TRS gross reported compensation (defined as all compensation paid to the teacher, including payment for extracurricular activity and stipends earned by the teacher). The YEAR 1 compensation shall hereby be referred to as the "YEAR 1 Base Compensation."
YEAR 2	a salary increase equal to 4% (four percent) of the previous year's YEAR 1 Base Compensation. The YEAR 2 compensation shall hereby be referred to as the "YEAR 2 Base Compensation."
YEAR 3	a salary increase equal to 4% (four percent) of the previous year's YEAR 2 Base Compensation. The YEAR 3 compensation shall hereby be referred to as the "YEAR 3 Base Compensation."
YEAR 4	a salary increase equal to 4% (four percent) of the previous year's YEAR 3 Base Compensation.

Teachers are still eligible for a retirement incentive even though their chosen retirement date only allows them to receive a retirement incentive for less than 4 years. Any individual that qualifies for the retirement shall be off of the salary schedule and shall receive the 4% increase each year until retirement is final.

2. In order to receive the 4% retirement incentive, the teacher must continue to participate in all extracurricular and/or extra duty paid activities and/or committees that he or she received TRS reported compensation for the year prior to receiving the 4% retirement incentive unless those activities

and/or committees are cancelled or discontinued by the District. If a club/activity is discontinued due to student interest survey and/or site based committee, then an equivalent club/activity shall be agreed upon by the individual teacher that is impacted.

The retiring teacher will not receive any additional extra-duty pay for these activities beginning with YEAR 1 of the retirement incentive. Teachers may receive extra-duty compensation for any of the TRS exempted activities.

3. Teachers on the retirement track may also earn additional compensation for extra duties performed that are not included within the YEAR 1 Base Compensation, YEAR 2 Base Compensation, YEAR 3 Base Compensation or the YEAR 4 Base Compensation. However, under no circumstances shall the teacher perform such additional compensated activities under this paragraph that causes the teacher's gross compensation reportable to TRS in YEAR 1, YEAR 2, YEAR 3 or YEAR 4 to exceed their gross compensation reportable to TRS in the previous year by more than 6%. Any amounts earned by a teacher in YEAR 1 that exceeds the teacher's YEAR 1 Base Compensation shall not be included in the YEAR 1 Base Compensation. Any amounts earned by a teacher in YEAR 2 that exceeds the teacher's YEAR 2 Base Compensation shall not be included in the YEAR 2 Base Compensation. Any amounts earned by a teacher in YEAR 3 that exceeds the teacher's YEAR 3 Base Compensation shall not be included in the YEAR 3 Base Compensation.

- B. Each year the monies shall be distributed over 26 (twenty-six) paychecks.

If the teacher elects to retire during the term of this agreement and is eligible to retire under this Appendix, upon retirement, the District will guarantee the payment of the cost of individual TRS health insurance (not District insurance) until the teacher becomes Medicare eligible beginning September 1 of the initial retirement year. This payment will be taken from the District Insurance Pool as long as it exists. In the event there is not sufficient funds in the Insurance Pool, the District will incur the cost. The teacher may select from TRS regular insurance, TRS HMO insurance, or Medicare. Teachers who become Medicare eligible at the time of retirement will not be eligible for District paid insurance.

- C. Please note if you do not submit your letter of intent to retire by March 1, 2020 you are not eligible for any financial salary benefit pertaining to the retirement incentive. Teachers that do not qualify for financial increases under the retirement incentive shall be eligible for Section B insurance benefits.

Per Appendix E 2 of the PNA, if legislation changes and impacts this Appendix D and would require the District to pay any additional penalties, both parties agree to do impact bargaining.

- D. If a teacher has submitted their letter of intent to retire in compliance with the retirement incentive provisions of a prior collective bargaining agreement, the retirement incentive provisions of the prior collective bargaining agreement shall continue to be applicable.

APPENDIX E
SCHOOL REFORM

SITE-BASED COUNCIL

The Classroom Teachers' Association and the School Board of School District 149 agree to the following:

Duly elected teacher representatives to the building site-based council will receive one (1) additional personal leave day for serving on said council. CTA will govern the election of teachers to the site-based councils and submit a list of duly elected representatives to the building principal and the superintendent and/or the superintendent's designee.

The teacher representative may miss no more than two (2) of the site-based meetings in order to receive the personal leave day.

The building principal will give each teacher on the site-based council the district approved form used to award a personal leave day after the attendance requirement has been met.

Upon completion of the form, the teacher will return it to the building principal for his/her signature.

The building principal will immediately return the signed completed forms to the superintendent's office.

The personal leave day will be reflected on the teacher's August and/or January paycheck.

Personal leave not used shall be added to the teacher's accumulated sick leave at the end of the school year.

In lieu of the personal day, the teacher shall have the option of receiving CPDUs for agenda/minutes dealing with academic issues. Teachers shall receive eight (8) CPDUs for attending three to five (3-5) meetings or they shall receive eleven (11) CPDUs for attending six (6) or more meetings.

NOTE: This page was TA'd as "Appendix E." The next page is "Appendix E2." It is correct that there is not a page labeled "Appendix E1."

APPENDIX E 2

STATE STATUTES AND LEGISLATION

It is understood between the Board of Education of District 149 and the Classroom Teachers' Association IEA-NEA, that they will negotiate changes in working conditions brought about by the Illinois teacher recertification plan, ESEA, and any future legislation that impacts teacher working conditions and/or compensation.

APPENDIX F

OVERFLOW WORKSHEET

	Annual	5% of Base
1. 5% of base pay.	\$43,454	\$2,172.70
2. # of quarters with overflow classes	1 or 2	_____
3. # of classes taught per week.		_____
4. # of overflow classes taught per week.		_____
5. Divide line 4 by line 3 to calculate % of week used for overflow.		_____
6. Multiply line 5 with line 1 to calculate the amount due.		_____

MUST be turned in by November 30th of the first semester
MUST be turned in by March 15th of the second semester

Teacher Name (PRINT)

Date

Administrator

Date

Business Manager

Date

NOTE: Titles appearing in ALL CAPS indicate name of Article.

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