

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
DISTRICT 53**

AND THE

OAK BROOK EDUCATION ASSOCIATION

2018 - 2023



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PREAMBLE

The Board of Education, hereinafter referred to as the "Board," and the Oak Brook Education Association, IEA-NEA, hereinafter referred to as the OBEA, recognize that the ultimate aim of public schools is to provide the best education possible for the children and youth in the district. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching staff.

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ARTICLE I
RECOGNITION AND NEGOTIATIONS PROCEDURES

1.1 RECOGNITION

1.1.1 The Board of Education (hereinafter referred to as the Board) hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes and court decisions of the State of Illinois. The Board agrees to participate with good faith in negotiations with the duly designated representatives of the Oak Brook Education Association (hereinafter referred to as the OBEA).

1.1.2 "Good Faith" is defined as the mutual responsibilities of the Board and the OBEA to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

1.1.3 The Board hereby recognizes the OBEA as the exclusive and sole negotiating agent for all regularly employed certificated teaching personnel and specifically excluding all non-certified employees, administrators, and any short-term, temporary, confidential, supervisory, or managerial personnel as defined by section 2 of the Illinois Educational Labor Relations Act.

1.1.4 The terms "teacher" or "employee" when used hereinafter in this agreement shall refer to all employees represented by the OBEA.

1.2 PREVIOUS NEGOTIATIONS AGREEMENT

The previously negotiated agreements between the Board of Education and the Oak Brook Education Association shall be considered renegotiable by either party and shall remain in effect until changed through negotiations.

1.3 NEGOTIATORS SELECTION

Each party in any negotiation shall select its negotiating representatives provided the Board shall not select a teacher, as defined in Article 1.1 as its representative.

1.4 MEMBERS

Both parties agree that at least one (1) member of the Board negotiating team shall be a Board member, and at least one (1) member of the OBEA negotiating team shall be a teacher.

1.5 COMMENCEMENT OF NEGOTIATIONS

The parties agree that the OBEA may, but shall not be required to, submit preliminary salary expectations to the Board by November 1st of the last year of this agreement.

Negotiations shall begin no later than May 15th of the last year of this agreement, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.

1.6 SCOPE OF NEGOTIATIONS

The OBEA and the Board agree that negotiations will encompass

1. Salaries
2. Related economic conditions of employment
4. Negotiating procedures
5. All other matters as prescribed by law

1.7 GROUND RULES

The ground rules shall be jointly developed at the start of the negotiating process.

1.8 RATIFICATION

1.8.1 When the OBEA and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the OBEA for ratification and to the Board for official approval.

1.8.2 Within thirty (30) school days of Board approval of the successor Collective Bargaining Agreement, the Board shall prepare sufficient copies of the Agreement for all of the district's teachers, Board of Education, and the administration. The Board and the OBEA will be jointly responsible for the cost of producing the additional copies of the Collective Bargaining Agreement.

1.9 IMPASSE

1.9.1 If agreement is not reached ninety (90) days before the scheduled start of the forthcoming school year, and the parties have reached an impasse after a reasonable period of negotiations, either party may request appointment of a mediator. A written request for mediation by one (1) party shall be considered a joint request for mediation, and the other party shall join in the request.

1.9.2 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to

persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

1.10 ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. If the Board and the OBEA mutually agree not to utilize the service of the FMCS-appointed mediator, the cost of any jointly selected private mediator shall be shared equally by the Board and the OBEA.

1.11 NO STRIKE

Recognizing the paramount importance of maintaining professional posture in education, the OBEA and its members will not engage in a strike, picketing, stoppage or suspension of work or other concerted refusal to render full and complete service to the School District for the duration of the agreement.

ARTICLE II
DEFINITION OF RIGHTS

2.1 RIGHTS OF CITIZENSHIP AND UNION REPRESENTATION

Consistent with the Code of Ethics of the education profession, teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.

Teachers shall have the right to organize, join, and assist the OBEA and to participate in professional negotiations with the Board through representatives of their own choosing. The Board agrees not to encourage teachers to join or discourage teachers from joining the OBEA. The Board and the OBEA agree that no teacher shall be discriminated against by reason of his or her membership in the OBEA or lack thereof.

2.2 NON-DISCRIMINATION

The Board and the OBEA agree that they shall not discriminate against any employee or applicant for employment by reason of race, creed, religion, color, marital status, disability, gender, age, national origin, or any other legally protected category. The provisions of this agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.

2.3 JUST CAUSE

Any written reprimands, suspension, or discharge of a teacher shall be for just cause, provided that just cause will not apply to non-tenured teachers subject to non-reemployment or dismissal upon completion of the school year as provided in Section 5/24-11 of The School Code.

2.4 BULLETIN BOARD

The Board shall make available in each building a separate bulletin board for notices of OBEA activities and matters of OBEA concern.

2.5 OBEA COMMUNICATION

The OBEA shall have the right to use the district mail service and teacher mail boxes for communication to teachers.

2.6 OBEA USE OF FACILITIES

The OBEA and its representatives shall have the right to use school buildings for meetings, provided that:

1. The request for use is made at least twenty-four (24) hours in advance.
2. That use is not precluded by prior commitment to other groups.
3. That the time requested does not conflict with Board policy limiting use of the school building.
4. That the OBEA reimburse the School District when special custodial service is required.

2.7 OBEA BUSINESS

Duly authorized representatives of the OBEA and their respective affiliate shall have the right to transact official OBEA business on school property at all reasonable times, provided such times do not affect the normal school schedule or operation. No OBEA views on matters relating to supervisor/teacher or Board/teacher relationships will be discussed in the presence of students.

2.8 BOARD INFORMATION

The Administration, upon request from the OBEA, shall furnish all regularly and routinely prepared information concerning the financial condition of the district and material pertinent to negotiations.

The Board agrees that the Superintendent will provide Board meeting packets and periodic informational items to the OBEA President.

2.9 OBEA INFORMATION

The OBEA will furnish copies of any pertinent information as reasonably requested by the Board or its representatives. The OBEA will also provide periodic informational items to the Superintendent.

2.10 RESEARCH

Neither the Administration nor the OBEA shall be required to research and assemble information not routinely available.

2.11 OBEA CONFERENCES

OBEA officers or their representatives may attend local, state, or national conferences in accordance with the following provisions:

1. A total of three (3) days shall be granted the OBEA each year without loss of salary for the purpose of attending IEA-NEA local, state, or national conferences. The district shall pay the substitute teacher's salary in full.
2. Three (3) additional days may be granted the OBEA President or designated appointee to conduct necessary business that requires him/her to be out of the district.

3. A written request shall be submitted to the district Superintendent for the release of OBEA officers or their representatives prior to attendance at such conferences and meetings.
4. The district may request verification of attendance at the conference or meeting.

2.12 RELEASE FROM SUPERVISORY DUTIES FOR OBEA PRESIDENT

To accommodate the time required to collect and disseminate information to OBEA members and to coordinate and attend OBEA meetings, release time will be provided to the OBEA President. If the OBEA President is assigned to Butler Junior High School, all supervisory duties that are generally assigned to staff will not be given to the OBEA President. This includes time blocks such as study hall, assemblies, and field trips. If the OBEA President is assigned to Brook Forest, one-half (1/2) day release time per grading period will be granted. Such time must be requested from the Superintendent at least three (3) days in advance.

2.13 MANAGEMENT RIGHTS

The Board of Education shall reserve and retain all management rights set forth in Section 4 of the Illinois Educational Labor Relations Act (IELRA).

2.14 OBEA AND ADMINISTRATION MEETINGS

The OBEA and Administration will hold periodic meetings at an agreed upon schedule. The purpose of the meetings will be to facilitate communication between Administration and the OBEA.

ARTICLE III
TEACHER PROTECTION

3.1 ASSIGNMENT

3.1.1 The Superintendent, in cooperation with his/her building principals, shall assign all instructional personnel.

3.1.2 Each teacher shall be given his/her basic classroom teacher assignment for the forthcoming school year at least seventy-five (75) calendar days prior to the opening of the new school year. In the event any assignment change is necessary, the affected teacher shall be notified promptly. A teacher who has entered into continued contractual service may resign at any time by obtaining concurrence of the Board or by serving at least a thirty (30) days written notice upon the Secretary of the Board.

3.1.3 Any teacher may apply for transfer where a vacancy exists. All such requests shall be given consideration by the administration.

3.1.4 The Superintendent shall have notices of all vacancies in regular full-time and part-time teaching positions and extra-duty positions posted in both schools of the district for at least one (1) week prior to filling such vacancies.

3.1.5 The Superintendent shall recommend the promotion or dismissal of instructional personnel to the Board for approval.

3.2 REPORTING FOR ASSIGNMENT

At the beginning of any new school year, an employee who does not report to work and has not resigned, requested a leave, or notified the District of the need to take a personal or sick leave, shall be considered as resigning his/her position barring an unforeseen emergency.

3.3 REDUCTION OF TEACHERS

3.3.1 If a reduction in teachers or teaching positions is determined to be necessary by the Board, reasons for such a reduction shall be given to the OBEA that include, but are not limited to decreased attendance, insufficient Education Fund revenues, reduced class size, or a change in the educational program in District 53.

Note: Other such examples may be, but are not limited to

- Curriculum reductions or changes
- Building or grade level reorganization

3.3.2 If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the RIF dismissal of teachers, the Board shall dismiss teachers in the position(s) affected by the RIF order of the teachers' RIF grouping, with teachers in RIF grouping one dismissed first and teachers in RIF grouping four dismissed last.

The sequence of dismissal within grouping one is at the District's discretion. Within RIF grouping two, the teacher with the lowest average performance evaluation rating based upon the teacher's previous two performance evaluation ratings shall be dismissed first. If more than one teacher in grouping two has the lowest average performance rating, the teacher with the shortest length of continuous District teaching service shall be dismissed first.

3.3.3 If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed teacher in RIF groupings three or four who are legally qualified to hold the position in inverse order of RIF dismissal. A teacher in grouping two will be entitled to limited recall rights pursuant to School Code Section 5/24-12, provided the teacher meets the qualifications for limited recall rights based upon their previous performance ratings. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the tenured teacher did not teach shall not be counted toward seniority.

The District reserves the right to determine teacher qualifications for categories of positions by including qualifications in the teacher job description.

3.4 RE-EMPLOYING TEACHERS

Any teacher who has left District 53 and is rehired within a period not exceeding two (2) years shall be re-employed with full experience credit. For example, a teacher on Year 10 at the time of his/her resignation in his/her last full year of employment would be placed on Year 11 upon re-employment.

3.5 PARENT/TEACHER CONCERNS

3.5.1 The Board of Education members, administrators (Superintendent, principals, acting principals), and the OBEA provide the means for constructive communication among parents, residents, and District 53 teachers.

3.5.2 The Administration will notify a teacher within five (5) school days after receipt of any substantive complaint or communication received from students, parents, colleagues, administrators, or residents regarding the teacher's performance or conduct.

3.5.3 When a Board of Education member, administrator, or teacher is contacted about the performance of a teacher, he/she must refer the complainant

directly to the teacher except as provided in this paragraph 3.5.3. The teacher must be informed of the source of a complaint. If attempts to resolve an issue with a teacher fail, the complainant may contact an administrator.

When inappropriate or unprofessional conduct (e.g. student sexual harassment) is the subject of the complaint, the above process shall not apply. In these cases, the teacher must be notified of the complaint and allowed the right to respond to the facts alleged in the complaint.

3.5.4 If any further information needs to be discussed, it will be done among the parties involved, the building principal, an OBEA designee, and when requested by any of the parties involved, the OBEA President or OBEA designee will be present. Any information, written or oral, will be shared with the teacher.

This does not preclude the Administration from conducting an investigation of substantive complaints filed against a teacher and meeting with any witnesses to determine the factual circumstances related to the complaint, provided, however, that the administration complies with its obligation to allow teachers in investigatory meetings to request OBEA representation.

3.6 PERSONNEL FILES

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file in the presence of the Superintendent. Should the teacher desire, a representative of the OBEA may be present. The Superintendent may remove, prior to the teacher's review, material from outside District 53 for which confidentiality was promised or other confidential records in accordance with the Illinois Personnel Records Review Act.

3.7 ADDITIONAL EMPLOYMENT BEYOND THE INDIVIDUAL TEACHER'S CONTRACT

No teacher shall be compelled to accept additional, paid extra-duty assignments, beyond the students' regular attendance time.

3.8 SCHOOL DAY

A teacher is expected to remain before and/or after the close of the teacher's school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher. While teachers may choose to arrive earlier, they must be in the building prior to students' arrival in their classrooms. In addition, teachers will be required to attend one session per month (dates to be determined before the end of the school year for the following year), which will be reserved for professional development, team/department planning and meetings, as directed by the administration. In addition, faculty will schedule four additional hours per month (September through May) outside the instructional day for the purpose of team meetings, professional development, curriculum implementation, etc. at the grade level or subject team level. Goals, agendas and accountability will be mutually developed and may be

linked to Individual Growth Plans (IGP). AM PD meetings will not be held in August, December, or June.

In both buildings, teachers should remain in the building until all students, except those staying for after school activities, have left the premises for the day. This includes departure of school buses from the property.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1 DEFINITION

A grievance is a complaint by a teacher(s) and/or the OBEA that there has been an alleged violation, misinterpretation, or misapplication of any terms and conditions of this Collective Bargaining Agreement.

4.2 PROCEDURES

The procedure for a teacher initiating a grievance shall be as follows:

1. **Informal Level**
The teacher shall first discuss the concern with his/her principal with the objective of resolving the matter informally.
2. **Grievance Council Level**
If the teacher fails to resolve the problem to his/her satisfaction with his/her principal, he/she may discuss the matter with the teachers' Grievance Council. The OBEA shall elect the members of this Council.
3. **Step One - Principal**
If the grievance cannot be solved informally and the teachers' Grievance Council is supportive of the grievant's position, a grievance shall be prepared in writing signed by the grievant and the chairman of the Grievance Council, and submitted to the building principal within twenty (20) working days after the event or occurrence resulting in the grievance or within twenty (20) working days of the date the grievant should reasonably have known of such event or occurrence. Within ten (10) working days after the principal has received the grievance, a meeting shall be called by the principal that will include the grievant, the teacher's Grievance Council Chair, the Grievance Secretary, and the principal. Within ten (10) working days after such a meeting, the principal shall respond in writing to the teachers' Grievance Council.
4. **Step Two - Superintendent**
Within ten (10) working days after receiving the decision of the principal, an appeal may be made in writing to the district Superintendent. The grievance shall be signed by the grievant and by the chairman of the teachers' Grievance Council and shall set forth all facts and conditions upon which the grievance is based. Within ten (10) working days after the Superintendent has received the grievance, a meeting shall be called by the Superintendent that will include the grievant, the teachers' Grievance Council Chair, Grievance Secretary, the building principal, and the Superintendent. Within ten (10) working days after such meeting, the Superintendent shall communicate his/her decision in writing together with supporting reasons to the principal, the grievant, and to the teachers' Grievance Council.

5. Step Three - Board
If the teachers' Grievance Council disagrees with the decision of the Superintendent, it shall so notify the Superintendent within ten (10) working days of the date of receipt of the Superintendent's decision. The Superintendent will then notify the Board's grievance committee and will arrange a date mutually agreeable to the teachers' Grievance Council and the Board's grievance committee to hear all the facts and information pertinent to the matter. The Board's grievance committee shall bring the grievance to the attention of the Board at its next regular meeting with recommendation for Board action.
6. Step Four - Arbitrator
If the decision of the Board is unacceptable to the teachers' Grievance Council, the OBEA may, within ten (10) working days, submit in writing that the grievance be resolved by final and binding arbitration.

4.3 GRIEVANCE PROCEDURE PROVISIONS

1. If the OBEA and the Superintendent mutually agree, the OBEA may bypass Step One and file the grievance directly at Step Two.
2. A grievance may be withdrawn by the OBEA at any level without establishing a precedent.
3. If the OBEA or teacher files a complaint or charge with any administrative agency or court and bypasses the grievance procedure set forth in this agreement, the Board shall not be required to process any such claim or charge through the contractual grievance procedure.

4.4 ARBITRATION

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after the Board's receipt of the notice for arbitration. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of arbitrators. The two parties will select the arbitrator in accordance with the American Arbitration Association voluntary arbitration rules.
2. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the OBEA. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

3. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the OBEA, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VI

LEAVES

5.1 COMPLIANCE/ACCUMULATION

5.1.1 It is the intent of both parties that nothing in this section on leaves of absences shall be in violation of the Federal Family and Medical Leave Act of 1993.

5.1.2 If any teacher or employee does not use the full amount of annual sick leave thus allowed, the unused amount shall be allowed to accumulate without limit.

5.2 SICK LEAVE

5.2.1 Fifteen (15) days sick leave per year at full pay shall be granted to all full-time teachers hired on or before March 1, 2014. Ten (10) days sick leave per year at full pay shall be granted to a full-time teacher hired after March 1, 2014. If a teacher begins employment after the beginning of the school term, sick leave shall be granted on the basis of one teaching day per month from the first month of employment to the end of the school year.

5.2.2 Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediate family" is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

5.2.3 A part-time teacher will be granted sick leave days which are equivalent to the part-time teacher's percentage of full-time employment (i.e., a 60% part-time teacher will receive ten (10) 60%-time work days, or the equivalent of 6 full-time work days as their annual sick leave allocation).

5.2.4 Sick leave may also be used in conjunction with FMLA or parental leave for that period of time when the employee is physically unable to perform work responsibilities, as confirmed by the employee's physician and/or a physician appointed by the Board. Such confirmation by the district appointed physician shall be at the district's expense.

After the initial 30-school day period after the birth of a child, the teacher will be granted additional sick leave, provided the teacher submits medical certification that she is physically unable to perform her work responsibilities as set forth in this section. If the teacher does not submit medical certification of her inability to perform her teaching duties after (30) school days after the birth of the child, the teacher will be ineligible for paid sick leave and the balance of her parental or FMLA leave will be unpaid. Teachers who request FMLA leave for adoption will be required to provide evidence that the formal adoption process has commenced and will be granted thirty (30) sick leave days (if available) after such evidence is submitted in accordance with Section 24-6 of The School Code.

5.2.5 A statement listing each teacher's accrued sick leave days shall be distributed to each teacher on or before September 30 of each school year.

5.2.6 Upon retirement of an employee, accrued sick leave not used for calculation of creditable service for the Illinois Teachers' Retirement System, shall be credited to the Volunteer Sick Leave Bank.

5.3 PERSONAL LEAVE

5.3.1 Personal leave days shall be granted in accordance with the following provisions:

Employment	Yearly Allotment
Full-time	3 full days
Part-time (less than 0.5)	2 absences
Part-time (less than 0.5)	1 absence

5.3.2 Personal leave is defined as important personal business that cannot be conducted outside normal school hours. Reasons need not be given for use of personal leave time.

5.3.3 Personal leave days may not be taken on the last day before or the first day following a vacation period or holiday unless prior approval has been given by the Superintendent.

5.3.4 At the end of the school year, all unused personal leave days shall be added to the individual's accrued sick leave days.

5.3.5 Notification regarding the use of personal leave must be received by the Superintendent at least 48 hours in advance of the day requested except for unforeseen emergencies.

5.3.6 If personal leave requests on any one day exceed three (3), the Superintendent reserves the right to deny requests based on other substitute needs on that day.

5.4 LEAVES OF ABSENCE

5.4.1 Upon the recommendation of the Superintendent and approval of the Board, leaves of absence without pay may be granted to teachers for the following reasons. The length of the leave will be at the discretion of the Board. No leave of

absence shall be granted to a teacher who has not completed two (2) full consecutive years of service in the district.

1. Participation in exchange or foreign teaching programs.
2. Participation in cultural travel or work programs.
3. Approved graduate study.
4. Health reasons.
5. Other reasons as approved by the Board.

5.4.2 Any employee who has completed four (4) full consecutive years of employment in the district shall, upon written request to the Board of Education, be granted a parental (maternity, paternity, or adoptive) leave of absence without pay. All other employees may be granted parental, (maternity, paternity, or adoptive) leave at the discretion of the Board. Teachers who are eligible and apply for FMLA leave shall be entitled to such leave in accordance with the District's FMLA policy.

5.4.3 Unless approved by the Board, leaves granted under this policy shall be for a period not to exceed one (1) year.

5.4.4 Parental (maternity, paternity, or adoptive) leave shall extend from the employee's last day of work through the last day of the next school year, except that if the last day of work occurs at any time during the first semester, the employee shall return to work not later than the first day of the next school term. This provision shall not preclude a parental leave for a shorter period of time.

5.4.5 With the exception of a leave requested for parental (maternity, paternity, or adoptive) or health reasons, all requests for leaves of absence under this policy shall be submitted not later than March 1st of the year preceding the year requested. The Board shall not be obligated to re-employ or continue to employ any employee granted a leave extending until the end of the school year if the employee does not notify the Board by February 1st of his/her intent to return at the beginning of the school year for which the teacher is expected to return.

5.4.6 A leave of absence for health reasons shall be requested by the teacher to the School Board in cooperation with the teacher's licensed physician.

5.4.7 Any teacher returning to District 53 from a leave of absence under 5.4.1.1 (participation in exchange or foreign teaching programs) may be credited one (1) year's teaching experience. Upon documentation of the teaching experience, and upon recommendation of the Superintendent and approval of the Board, the teacher shall be credited with one (1) year experience.

5.4.8 Leaves shall be granted with the understanding that re-employment is based on seniority, positions available, and certification.

5.4.9 No teacher may accrue seniority based upon an unpaid leave of absence which extends more than ninety (90) teacher workdays in duration.

5.4.10 Any employee returning from an approved leave of absence pursuant to Section 5.4 shall not forfeit any previous seniority or salary schedule experience credit.

5.4.11 While on any unpaid leave, an employee shall have the option to remain as an active participant in all fringe benefits to which he/she is legally entitled by paying the cost of such group programs for individual and/or family coverage. An employee on an approved FMLA leave shall be entitled to Board health insurance contributions in accordance with 11.2 for the duration of the FMLA leave.

5.4.12 All accumulated benefits and rights of employment previously accrued by the employee shall be retained upon return to the District after expiration of the leave of absence.

5.5 BEREAVEMENT

For the purposes of bereavement leave, relatives include those listed in Section 5.2.2 and aunts, uncles, nieces, nephews, grandparents-in-law and cousins. Each teacher shall be given up to three days without loss of pay or sick days for the death of the family member described in this section. Part-time employees are entitled to three (3) days based upon their percentage of full-time employment. For example, a half-time (0.5) part-time employee would be entitled to three (3) half (0.5) days.

5.6 JURY DUTY

Teachers shall be granted a leave of absence for jury duty. When engaged in such service, they shall receive their regular salary.

5.7 PROFESSIONAL DEVELOPMENT

5.7.1 In the belief that attendance at conferences, workshops, conventions, and visitations to other systems or schools is desirable to maintain and improve professional competence and proficiency, and to enhance the educational programs for students, teachers shall be encouraged to participate in such meetings at no loss of salary and be reimbursed for appropriate expenses. Teachers who have secured prior administrative approval to participate in such programs shall be granted professional development time.

5.7.2 Should District 53 teachers make presentations at other school districts or conventions during regular school hours in order to share professional competence and proficiency as they pertain to District 53 programs, they shall do so at no loss of salary. Teachers who have secured prior administrative approval to participate in such presentations shall be granted professional leave. Teachers may not solicit, discuss, or negotiate an honorarium for such presentations.

5.7.3 Approved workshop fees can be prepaid through the business office provided approval has been sought in a timely manner. Teachers who do not attend workshops for which they have been pre-registered must reimburse the district for the full amount of the registration fee.

ARTICLE VI
VOLUNTEER SICK LEAVE BANK

6.1 PURPOSE/ELIGIBILITY CRITERIA

The purpose of the Sick Leave Bank is to provide additional paid leave for OBEA members who have exhausted their accrued sick leave benefits. The Sick Leave Bank is not intended to replace the District 53 or the Illinois Teacher Retirement System's short-term and long-term disability programs. The Sick Leave Bank is available only for serious and prolonged or catastrophic injury/illness which must be medically certified for the member or his/her immediate family (children, spouse, domestic partner, parents, and siblings) in order to apply for Sick Leave Bank benefits.

6.2 ADMINISTRATION

The Sick Leave Bank review committee shall be composed of three (3) OBEA teacher members who are members of the Sick Leave Bank. In the spring of each school year, the OBEA shall conduct elections for any vacancies for expired terms. OBEA teacher members shall be appointed to two (2) year terms by Sick Leave Bank members. The Superintendent may not participate in a committee decision on the distribution of days from the Sick Leave Bank or in any committee determination of a teacher's eligibility for sick leave bank days. The Sick Leave Bank review committee shall establish a procedure requiring the applicant to produce medical certification consistent with the eligibility criteria, including beginning and ending dates for the request.

6.3 OPERATIONAL GUIDELINES FOR MEMBERSHIP AND ACCUMULATED RESERVE

6.3.1 At the beginning of each school year, the district shall report to the OBEA the accumulated reserve of sick leave days. The accumulated reserve shall be the total from the previous years plus total any new contributions by the membership.

6.3.2 Each new certificated teacher employee shall be invited to become a member of the Sick Leave Bank. Membership is established by the donation of one (1) day of sick leave and the willingness to donate an additional day if and when the need arises.

6.3.3 If the accumulated reserve shall fall below two-hundred seventy (270) days, each member of the Sick Leave Bank will be asked to donate an additional day from his/her personal accumulated sick leave. Any individual must have contributed in the most recent request of the faculty for sick days in order to apply to the Bank.

6.3.4 Days donated may not be withdrawn and are recorded as consumed on the individual member's official school record of accumulated sick leave.

6.3.5 Upon retirement of an employee, accrued sick leave not used for calculation of creditable service for the Illinois Teachers' Retirement System shall be credited to the Volunteer Sick Leave Bank.

6.4 GUIDELINES FOR APPLICATION AND DISBURSEMENT

6.4.1 Only members of the Sick Leave Bank may apply for days. OBEA part-time employees are entitled to the same benefit as a full-time employee. Part-time employees are entitled to Sick Leave Bank days based upon their percentage of full-time employment. For example, a half-time (0.5) part-time employee would be entitled to twenty-five (25) half (0.5) days.

6.4.2 An applicant to the Bank must have exhausted his/her own reserve of sick leave days and must have waited a period of five working days without pay.

6.4.3 Application to the Bank is to be made in writing and may be submitted before personal sick leave days are in fact depleted. The applicant shall use the Sick Leave Bank request form requiring medical certification of eligibility, including beginning and ending dates. The review committee will reply in writing within two (2) weeks to such applications.

6.4.4 The maximum number of days which may be withdrawn per request by an individual teacher shall be twenty-five (25) days or until the end of the school term, whichever is less. Additional applications may be made if the eligibility guidelines are met again, including the five (5) day waiting period. There shall be a maximum limit of seventy-five (75) days per teacher in any school year.

6.4.5 The Sick Leave Bank review committee shall administer the Sick Leave Bank in accordance with these Eligibility Criteria, restrictions and Guidelines. The review committee shall inform the teacher and District Administration of their decision to grant days.

6.5 HOLD HARMLESS

The OBEA agrees to indemnify and hold harmless the Board, its members, employees, and agents from and against any claims, grievances, actions, causes of action, or liability resulting from the Sick Bank Review Committee's operation and administration of the Sick Leave Bank, including, but not limited to, any claims based upon the Sick Leave Bank Review Committee's denial of a teacher's application for sick leave bank benefits.

ARTICLE VII
EDUCATIONAL IMPROVEMENT

7.1 DISTRICT REQUIRED COURSES

When the Board requires a teacher to take a specific class, the tuition, fees, required texts and mileage for classes, and any prerequisite classes will be paid for by the Board. Should the teacher fail to complete the required class(es) for reasons beyond his/her control, the Board of Education will pay the agreed upon costs. Should the teacher fail to complete the required class(es) for reasons not acceptable to the Board of Education, the teacher will pay all costs.

7.2 EDUCATIONAL BONUS

7.2.1 Contract amounts will be changed the first day of each semester. Courses which are completed before the first day of a semester but are not verified, due to transcript unavailability, until after the beginning of the semester will be compensated retroactively to the beginning of that semester. To be eligible for the educational bonus, an official transcript documenting coursework must be submitted and approved by October 1st for first semester advancement and by February 1st for second semester advancement. The teacher is responsible for securing official transcripts and meeting with the Superintendent's representative to verify course work and bonus. However, the retroactive pay is not applicable to any previous semester.

7.2.2 The educational bonus beyond the master's degree lane is restricted to graduate course work taken after completion of the master's degree and award of the MA bonus. This course work is to be at the graduate level unless specifically approved by the principal and superintendent. Such course work must be specifically related to the goals of District 53. Placements made prior to the 1998-1999 school year will not be affected.

7.2.3 A grade of "A" or "B" must be earned in the course to qualify for credit towards achieving the educational bonus.

7.2.4 Course hours that are part of an approved master's degree program, graduate courses that could or will result in a new endorsement, certificate or degree, or coursework that at the sole discretion of the Superintendent would benefit the District are eligible for tuition reimbursement and Educational bonus. (Teachers who have earned a master's degree need not be enrolled in a subsequent degree program.) Except as otherwise approved by the Superintendent or designee, up to six (6) credits per year of Internet courses from an accredited institution shall be approved, provided that the course is eligible for acceptance by the institution for an advanced degree program.

7.3 INDIVIDUAL EDUCATIONAL ADVANCEMENT: TRANSFERABLE CREDIT

7.3.1 All course work to be considered for an educational bonus are to be part of a specific plan for individual educational advancement, approved by the Superintendent or designee. The parameters of such plan are as follows:

1. At the BA level the teacher is enrolled in an MA program or has established a professional growth plan to work on an additional area of concentration. (See * below)
- or
2. At the MA level

* The teacher has developed a professional growth plan (i.e., pursuing an area of concentration, working toward additional certification, expanding current specialization, or acquiring diversified instructional strategies).

* The professional growth plan has been established prior to application for course approval.

* The professional growth plan has become part of the teacher's credentials.

or

3. The teacher is enrolled in a recognized doctoral program or a certificate of advanced studies program.

*(NOTE: Course deviation from a specific plan for educational improvement may be allowed under extenuating circumstances.)

7.4 INDIVIDUAL EDUCATIONAL ADVANCEMENT: NON-TRANSFERABLE CREDIT

7.4.1 Non-transferable credit may be earned by teachers for the purpose of educational advancement. Credit may be earned by attendance at educational programs (i.e., workshops, clinics, seminars, continuing education classes) held beyond the student day. Voluntary in-services conducted by the district, routine district meetings (i.e., evaluation, calendar, curriculum committees), and programs attended on institute or in-service days do not constitute such a program. Such programs must be directly related to the teacher's professional growth plan and/or to District 53 programs and must be pre-approved by the Superintendent or his/her designee using the approved form. Nontransferable credit earned through participation in Butler School District 53 sponsored staff development activities not occurring during the contractual teacher work day is applicable towards salary lane movement for all teachers pre and post masters' lane placement.

7.4.2 For the purpose of educational bonus credit, fifteen (15) hours of non-transferable credit will equal one (1) semester hour toward an educational bonus. No more than fifty percent (50%) of the necessary credit for a single educational bonus may be based on non-transferable credits. A teacher must present a certificate of participation or its equivalent to show that the non-transferable credit has been earned.

7.4.3 The maximum number of non-transferable credit hours that a teacher may earn per year towards an educational bonus is the equivalent of three (3) semester hours of graduate credit.

7.5 TUITION REIMBURSEMENT

7.5.1 The following staff members are eligible for tuition reimbursement:

1. Teachers who have completed at least two (2) years of consecutive full-time service in the district.
2. Part-time eighty percent (80%) or more teachers who have been in District 53 for five (5) or more consecutive years.

7.5.2 Requirements for application are as follows:

3. Teacher completes plan for individual educational advancement and applies to the Superintendent on the District 53 College Credit Approval Form prior to the first day of class.
4. The course(s) are from an accredited institution. It is assumed that all courses are at the graduate level. However, undergraduate level classes may be approved pursuant to a professional growth plan or if directly related to a teacher's current teaching assignment.

7.5.3 Reimbursement will be at the hourly rate of one hundred percent (100%) for an "A" grade and at the rate of seventy-five percent (75%) for a "B" grade (maximum of \$250.00 per credit hour). The maximum number of reimbursable hours will be six (6) per year (September through August of each contract year). Requests for reimbursements must be submitted no later than October 1st for payment for the prior year.

For example: Teachers taking courses during the Fall Semester 2017, Spring Semester 2018, and/or Summer Semester 2018 must submit all required documentation and reimbursement request by October 1, 2018 to qualify for reimbursement. No faculty member may exceed \$3,000 in any fiscal year (July 1 to June 30). Maximum reimbursement September through August is \$1,500. Requests made after the deadline will not be approved.

The following example explains the reimbursement formula:

	<u>"A" Grade</u>	<u>"B" Grade</u>
Reimbursement up to	100%	75%

7.5.4 Reimbursement shall be approved provided that:

1. The teacher has established a plan for individual educational advancement as stated in 7.3.1.
2. A grade of "A" or "B" is obtained in the course. In the case of internship type courses for post graduate studies (e.g., doctoral program) in which the only grade offered is satisfactory/unsatisfactory, a grade of satisfactory will be considered equivalent to an "A" grade.
3. Evidence of completion of the course is submitted to the Superintendent in the form of an official transcript of credits or a grade card which reflects hours earned.
4. Evidence of tuition payment is submitted in the form of a paid receipt or a cancelled check which identifies the amount of tuition paid.

Payment will be made promptly when all of the above criteria have been met.

7.6 NATIONAL BOARD CERTIFICATION

National Board Certification is a voluntary program that would include full course reimbursement by the District after any state or federal contribution and a \$5000 recognition payment for earning National Board Certification. The payment will be paid out after National Board Certification completion in two equal amounts over the subsequent two years. Any portion of the award that would create a TRS penalty would not be included in the award.

ARTICLE VIII **RETIREMENT**

8.1 NOTIFICATION & LIMITATIONS

8.1.1 Employees wishing to exercise rights described under 8.2 of this agreement must notify the Superintendent by March 1st of the school year proceeding the school year in which these payments are to commence.

8.1.2 Eligible teachers may not receive benefits under both Option 1 and Option 2.

8.2 BENEFITS—Option 1—TEACHERS ELECTING 3% INCREASES OVER FOUR YEARS

The teacher may elect to receive a 3% increase from the prior year on his/her base salary (excluding extra duty, co-curricular stipends, etc.) over each of the last four years of employment provided the teacher:

- ✓ Gives notice prior to March 1st of the fifth year of employment prior to retirement (four-year notice),
- ✓ Will have been employed in the District at least 15 years prior to retirement,
- ✓ Is not discharged for cause prior to his/her retirement date.

Upon Board approval, the teacher will be removed from the teachers' salary compensation and receive the annual salary increases set forth above.

8.3 BENEFITS—Option 2—TEACHERS ELECTING TO REMAIN ON SALARY COMPENSATION

In recognition of the teacher's years of service in the District, he or she will receive a post-retirement recognition of service award of \$500 per year for every year of service in the District. The service recognition award will be payable within 60 days after July 1st of the last year of the teacher's employment. The teacher is eligible for this benefit, provided the teacher:

- ✓ Will have been employed in the District for at least 10 years prior to retirement,
- ✓ Is not discharged for cause prior to his/her retirement date.

8.4 POST-RETIREMENT BENEFIT

Eligible employees may elect post-retirement benefits under either Option A or Option B.

Option A- Eligible employees may choose to receive a maximum of five (5) years of single health insurance if enrolled in the TRS health insurance plan up to a maximum Board contribution of \$5,000 annually. This post-retirement health insurance contribution will be immediately discontinued if the retiree elects an alternative health plan other than TRS, reaches age 65, or is otherwise eligible for Medicare, whichever occurs first.

Option B- Eligible employees may choose to take a one-time post-retirement payment of \$18,500 towards a 403b payable within 60 days after July 1st of the last year of the teacher's employment provided such employer contribution does not exceed the annual IRS limit.

8.5 IRREVOCABILITY

A teacher's notification of intent to retire is irrevocable and may be rescinded or their effective retirement changed only for the following reasons:

- A. Death in the retiree's immediate family, or
- B. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reasons to be non-precedential with respect to granting or denying requested changes in retirement election.
- C. Notwithstanding the reasons set forth above, the teacher shall not be eligible to rescind his/her notification of intent to retire after the Board has hired a teacher to replace the teacher retiree.

ARTICLE IX
COMPENSATION PROCEDURES

9.1 PAYROLL PROCEDURES

9.1.1 All instructional staff may have the option of twenty (20) or twenty four (24) payrolls.

9.1.2 Payroll shall be regularly issued on the 15th and 30th of the month, except the second payment in February shall be issued on the 28th, and shall be paid by direct deposit. If a regular pay date during the school term falls on a day when school is not in session, or on a Monday, teachers shall receive pay on the last day of the school session or on a Friday before a Monday pay date. During the summer periods, payment shall be made so that funds shall arrive on the regular pay date at the designated account of the employee. Teachers may elect either 20 or 24 pay periods.

9.2 PAYROLL DEDUCTIONS

9.2.1 Authorization for payment deductions other than those required legally and by this agreement shall be authorized by written consent of the employee on a form supplied by the district. Those authorized include:

1. Insurance Companies
2. Tax Sheltered Annuities and IRA's (See Article X)
3. Others as agreed to between the teacher and the business manager

9.2.2 Payroll deductions for Illinois Education Association and National Education Association dues for each bargaining unit member shall be made on an authorization form supplied by the OBEA.

9.3 ADDITIONAL COMPENSATION

A differential for each day of school before and after the regular school term shall be paid by the district. This daily rate shall be 1/185 of the teacher's annual salary exclusive of extra-duty compensation.

9.4 INTER-SCHOOL TRAVEL

Teachers whose positions require inter-school travel during the school day shall be reimbursed for such travel at the Internal Revenue System approved per mile rate on a monthly basis.

9.5 SALARY POLICY FOR SUMMER SCHOOL

Should the District reinstate a summer school program, the wage rate and work hours shall be negotiable.

9.6 COMPENSATION

9.6.1 Compensation will be structured as follows:

1. Full-time teachers will advance one (1) full year for each year of full-time service, provided the teacher works at least 120 work days during the school year. Any leave days, including paid sick leave or personal leave days, shall not be counted toward the minimum 120 days worked requirement for advancement purposes.
2. Part-time teachers will advance one (1) year for each full school year of service completed in the District, provided the teacher works the minimum number of workdays as set forth in Section 10.6.1.1 above, the pro-rated based upon percentage of their scheduled workdays (e.g., a 75%-time part-time teacher must work at least 90 of their scheduled 135 workdays).
3. Salary for part-time teachers will be pro-rated based upon the part-time teacher's assigned percentage of employment (e.g., a 75%-time part-time teacher will receive 75% of the annual salary set forth in the compensation plan).

9.6.2 Appendix A - Describes the compensation plan for teachers for the duration of this Agreement.

9.7 ADDITIONAL EMPLOYMENT

Appendix B - #1 to B- #3, Extra Duty Pay Schedule, shall be a part of this agreement and will be paid as shown.

9.8 ILLINOIS TEACHERS' RETIREMENT SYSTEM CONTRIBUTION

From the compensation schedule, the Board shall deduct and remit for each teacher the sum equal to 9.0% of the amount due such teacher pursuant to the compensation schedules of the State of Illinois Teachers' Retirement System. The 9.0% contribution amount is subject to change based upon a final, binding court decision regarding the pending legal challenge to the Pension Reform Act provisions or any applicable amendment to the Illinois Pension Code regarding a TRS member's required retirement contribution. If the calculation for TRS teacher contribution increases after the effective date of this contract, the employee will be responsible for incremental employee changes.

ARTICLE X
SALARY REDUCTION PLAN

10.1 FLEX SAVINGS ACCOUNT

The Board will provide a flexible spending account as allowed under Section 125 of the Internal Revenue Service (IRS) Code. The intent of the account will be to provide an opportunity for teachers to use pre-tax dollars for reimbursement of eligible (as defined by the IRS) health care and dependent care expenses. The total amount sheltered per employee shall not exceed those amounts regulated by appointed government agencies. The Board agrees to pay the initial set up and annual renewal fees.

10.2 TAX SHELTERED ANNUITIES

The district shall make tax sheltered annuities (403B) available through payroll deductions. This is an optional retirement plan in addition to Teacher Retirement System. The available annuity plans will be determined by the District's third party administrator. All annuity plans shall be in accordance with IRS regulations.

ARTICLE XI
INSURANCE BENEFITS

11.1 ELIGIBILITY

At their option, full-time employees will receive family plan major medical insurance (health, dental) for themselves, spouses, and/or dependent children. No other members of the employee's household shall be covered. School District 53 shall not be held responsible for providing insurance for any employee declared ineligible.

11.2 BOARD & TEACHER CONTRIBUTIONS

Effective January 1, 2019, the Board and teachers will pay the following monthly health insurance premium contributions for the 2019 health insurance plan year:

2019 PLAN YEAR PREMIUM CONTRIBUTIONS

PPO	Board %	Employee %
Employee	85%	15%
Employee + Child	80%	20%
Employee + Spouse	75%	25%
Family	70%	30%

HMO	Board %	Employee %
Employee	90%	10%
Employee + Child	90%	10%
Employee + Spouse	90%	10%
Family	90%	10%

HSA	Board %	Employee %
Employee	90%	10%
Employee + Child	85%	15%
Employee + Spouse	80%	20%
Family	75%	25%

Any health insurance premium cost increases in excess of the total premium cost for the 2019 plan year will be shared on an equal 50%-50% basis between the Board and the teacher. In each plan year after 2019, the Board and teacher's premium payment obligation will be the Board or teacher's premium contribution amount for the previous plan year, plus fifty percent (50%) of any premium cost increases in excess of the total premium cost for the 2019 plan year.

For example, if: 2020 Employee Health PPO total premium:	\$750/month
2019 Employee Health PPO total premium:	\$700/month
Total Premium Cost Increase:	\$ 50/month
2020 Board Contribution:	\$ 620/month
2020 Teacher Contribution:	\$ 130/month

	<u>Board</u>	<u>Teacher</u>	<u>Premium Total Cost</u>
Dental Insurance (Individual & Spouse)	\$31.39	Varies	Varies

Each employee electing dental coverage will make a \$ 0.01 contribution annually toward single dental insurance in addition to any other contributions toward coverage.

11.3 JOINT INSURANCE COMMITTEE

Each year a committee comprised of equal numbers of Board Members and OBEA members will meet to review insurance plan options, providers, premiums, and the performance of the consultant. The composition of the committee may vary by mutual agreement. The joint insurance committee will retain sole authority to make decisions concerning group insurance plan options, providers, premiums, and the insurance benefit consultant as provided under Section 11.3.

If the total annual health insurance premium cost for any contract year increases by more than ten percent (10%), the Joint Insurance Committee will immediately review health benefits plan options (including any alternative health benefits plan or changes to current health plan benefits such as co-pays, deductibles, or other plan design components) and will submit a recommendation to the Board which reduces that annual premium cost increase to 10% or less.

11.4 PREMIUM SAVINGS DISTRIBUTION

If the health insurance premium cost for coverage set forth in Section 11.2 declines from the previous plan year's premium cost, any premium cost savings will be shared on an equal 50% - 50% basis between the Board and teachers electing health coverage. The 50% share of any annual premium cost savings for teachers will be distributed equally to all teachers participating in the District's group health insurance plan. This provision shall be effective beginning the 2020 plan year.

11.5 DENTAL INSURANCE

All full-time employees at their option will receive individual dental insurance. Employees will contribute \$.01 toward this coverage annually. These individuals may purchase additional family coverage at their own expense.

11.6 PART-TIME BENEFITS

11.6.1 At their option, all part-time employees working at 80% (28 hours or more per week) will receive single insurance benefits (medical and dental) in accordance with the Board contribution as set forth in section 11.2. These same individuals may purchase (100%) family coverage at their own expense.

11.6.2 At their option, all extra-duty employees working between 50% and 79% (17-1/2 hours to 27-1/2 hours per week) will receive single insurance benefits (medical and dental) and the Board will pay 50% of the Board contribution as set forth in section 11.2. These same individuals may purchase 100% family coverage at their own expense.

11.7 DISABILITY INSURANCE

All actively employed, certified employees working 75%-time or more shall be granted a long-term disability insurance policy at District expense, subject to eligibility criteria of the District's selected disability insurance provider.

11.8 TERM LIFE INSURANCE

All active, certified employees shall be granted a term life insurance policy at the expense of School District 53, in the amount of \$35,000.

11.9 EMPLOYEE POSSESSIONS

Employee possessions taken from a locked or secured area shall be covered for loss by the district or its insurer.

11.10 UNDERWRITING

District 53's employee group life, medical, dental, error and omissions liability insurance, and long-term disability insurance programs shall be underwritten by companies considered stable and reputable. All provisions of these policies shall be applicable to eligible employees of the district.

11.11 CARRIERS

The insurance document concerning specific carriers and coverage will continue. The specific insurance carriers and coverage plans will be reviewed yearly and may be changed by mutual agreement by the Board of Education and the Oak Brook Education Association

11.12 EFFECTIVE DATES

Effective date of all insurance coverage shall be January 1st to the following December 31st. Insurance protection shall remain in effect through August 31st for any teacher terminating service in June and who has been employed by District 53 for one school year, unless terminated for reasons other than reduction in force.

11.13 EMPLOYEE NOTIFICATION

A statement shall be submitted to each teacher listing his/her insurance benefits and cost to the district on or before October 31st of each new contract. This information will be given to a new teacher at the time of his/her employment.

11.14 DUAL COVERAGE

The Board of Education will pay 100% of one family coverage per family employed by District 53. Teachers who marry another district employee or are first employed after the 2010-2011 school year are ineligible for this benefit.

ARTICLE XII
PROFESSIONAL PRACTICES

12.1 CURRICULUM PROPOSALS

Curriculum is reviewed through an in-depth process approved by the Board and on a cycle determined by the Superintendent. The process will involve teacher representatives from grades K-8 and special education, administrators, parents, and Board representatives working together to develop a recommendation for presentation to the Board of Education.

12.2 SELECTION OF MATERIALS

Curriculum committees composed of teachers and administrators shall select appropriate texts, audio visual and library materials, laboratory equipment, art and athletic supplies and materials, texts and guidance materials, and other necessary classroom and instructional supplies necessary for teaching students the approved District 53 curriculum.

12.3 PARENT-TEACHER CONFERENCES

Both the Board of Education and the OBEA see the value of conferences as a communication avenue with parents and for their value to the overall school system from a community relations point of view. Teachers may be required to attend four (4) evening conferences to be reviewed annually.

12.4 STUDENT TEACHERS

Student teachers from accredited colleges and universities shall be permitted to receive practice teaching experience in the schools of District 53 subject to the following conditions:

1. The credentials of the student teacher shall be reviewed by the Superintendent, the principal, and supervising teacher prior to placement in the classroom. If at all possible, a personal interview shall be conducted by the principal and the supervising teacher. Acceptance of a student teacher requires the approval of the Superintendent, the principal, and the supervising teacher.
2. The building principal shall determine those teachers to serve as supervising teachers.

12.5 JOB SHARE

For Job Sharing opportunities, refer to District 53 Policy 4905. The Job Sharing policy is not subject to the grievance arbitration procedure in Article IV of the Collective Bargaining Agreement.

12.6 PART-TIME PARTICIPATION AT SIP AND INSTITUTE DAYS

Part-time faculty members will be compensated for attendance at SIP and Institute Days at an hourly rate of \$35 per hour for time beyond their compensated school day. Administrators may request or excuse attendance of part-time faculty on SIP and/or Institute Days, as content is deemed relevant by the building administrator. Professional obligations for part-time faculty members, which are non-compensated for all faculty members include, but are not limited to: Parent-Teacher Conferences, committee work, AM Professional Development, staff meetings, and Professional Learning Teams (PLT). However, when AM PD and staff meetings are not contiguous to the part-time employee's school day, at the request of the building administrator, part-time faculty member attendance will be compensated at an hourly rate of \$35 per hour for voluntary attendance. Part-time faculty members who are not in attendance at faculty, PD or PLT meetings are responsible for acquiring and implementing the content.

Examples of meetings contiguous/non-contiguous to the part-time teacher's work day are as follows:

Example #1: A part-time teacher with a normal work day of 9:00 a.m.-1:00 p.m. was requested to attend the after-school staff meeting by his/her building administrator. The staff meeting is non-contiguous and runs from 3:30-4:30 p.m. The part-time employee is able to attend. The teacher will be paid at a rate of \$35/hour for the staff meeting time. The teacher will not be paid for the time between 1:00-3:30 p.m.

Example #2: A part-time teacher with a normal work day of 8:45 a.m.-12:00 p.m. was requested to attend the before school AM PD meeting by his/her building administrator. This week's AM PD meeting runs from 7:45-8:15 a.m. The staff member is required to attend. The teacher will not be paid to attend because the meeting is contiguous to the employee's work day.

Example #3: A part-time teacher with a normal work day of 8:45 a.m.-12:00 p.m. was requested to participate in PLT meetings with his/her team members by his/her building administrator. The PLT meeting runs from 7:45-8:15 a.m. The staff member is able to attend. The teacher will not be paid to attend because the meeting is contiguous to the employee's work day.

ARTICLE XIII
TEACHER EVALUATION SYSTEM

13.1 EVALUATION SYSTEM

13.1.1 The Evaluation System will be reviewed annually by the Evaluation Committee consisting of the Superintendent, principals, and OBEA members.

13.1.2 The evaluation system includes:

1. The purpose of evaluation shall be to improve the quality of instruction.
2. Teachers will be evaluated by a qualified evaluator in accordance with School Code Section 24A-3. Each evaluation will include specification as to the teacher's strengths and weaknesses, with supporting reasons for the comments made.
3. When an evaluation contains recommendations for improvement of instruction, objective data must be given to support the evaluator's recommendations.
4. If a tenured teacher receives an "unsatisfactory" rating on a summative performance evaluation, the District with input from the OBEA leadership will develop a remediation plan designed to correct the teacher's performance deficiencies in accordance with School Code Section 24A-5(i).
5. No evaluation once signed by the evaluator and the teacher shall be changed unless agreed to by the teacher.

13.2 RECOMMENDATIONS

Recommendations for changes to the evaluation system will be submitted to the Joint Committee for Evaluation for consideration.

ARTICLE XIV
EFFECT OF AGREEMENT

14.1 COMMITMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, and added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an amendment hereto. No unilateral change may be made by either party in previously negotiated articles.

14.2 CONTRACTS

Terms and conditions shall be reflected in individual contracts.

14.3 SAVINGS CLAUSE

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

14.4 CONTINGENT REOPENER PROVISION

If any of the following actions occur during the term of this 2018-2023 Collective Bargaining Agreement, either the Board or OBEA shall be entitled to reopen Article IX (Compensation Procedures) of this 2018-2023 Agreement, subject to the limitations and procedures set forth in this Article:

- Enactment of legislation which restricts the Board's authority to increase its annual tax levy or extension by the annualized CPI increase (i.e., property tax "freeze").
- Enactment of legislation which increases the District's or teacher's mandatory TRS retirement contribution amount (i.e., pension "cost shift").
- The passing of a voter-initiated "adequacy referendum" pursuant to the 2017 Evidence-Based Funding Law (PA 100-465).

When reopening Article IX of the Agreement for any reason set forth above is initiated by either party, the Board and OBEA will commence reopener negotiations within fifteen

(15) days of receipt of notice of the reopener request, or other mutually agreed upon timeline.

If the parties fail to reach an agreement after ninety (90) days of reopener negotiations, the Board and OBEA each reserve their procedural rights under the Illinois Educational Labor Relations Act and IELRB Rules.

Absent a negotiated reopener agreement, the Board and OBEA agree that any subsequent contract years of this 2018-2023 Collective Bargaining Agreement shall be invalidated and unenforceable, provided, however, that the Agreement for the contract year in which the reopener negotiations occurred shall remain valid and in effect.

14.5 DURATION OF AGREEMENT

This Agreement shall be effective September 1, 2018 and shall continue in effect until August 31, 2023.

ARTICLE XV
ACCEPTANCE OF AGREEMENT

This agreement is signed and adopted this 4th
day of September, 2018.

IN WITNESS THEREOF:

For the Oak Brook Education Association:

Ellen J. Wong

President

Karen Pollina

Secretary

For the Board of Education, School District 53:

Elizabeth Chen

President

[Signature]

Secretary

Appendix A - Salary Agreement

Starting with the 2018-2019 school year, all teachers will be compensated as described below for the duration of this contract.

Starting or Base Salary		<u>Dollar Increase</u>	
FY 19	\$ 49,000	FY 19	\$ 2275
FY 20	\$ 49,000	FY 20	\$ 2275
FY 21	\$ 49,000	FY 21	\$ 2300
FY 22	\$ 50,000	FY 22	\$ 2300
FY 23	\$ 50,000	FY 23	\$ 2325

Educational Bonus: Each additional pre-approved 15 credit hours \$2,000
 Achieving MA \$4,000

The increase is the dollar amount applied to the teacher's salary of the prior year for all returning teachers. Educational Bonus will be added to salary and will be considered part of the teacher's salary for upcoming year.

EDUCATIONAL

BONUS EXAMPLE

2017-2018	BA	\$51,000	
2018-2019	BA	\$53,275	(\$51,00 + 2275= 53,275)
2019-2020	BA+15	\$57,550	(\$53,275 + 2275+2000= 57,550)
2020-2021	MA	\$63,850	(\$57,550 + 2300 + 4000 = \$63,850)
2021-2022	MA	\$66,150	(\$63,850 + 2300 = \$66,150)
2021-2023	MA	\$68,525	(\$66,150 + 2325 = \$68,525)

Bonus for Education

Teachers will receive a bonus (non-cumulative) for educational advancement that will be granted to the teacher after the new base salary is calculated.

Educational bonuses are awarded after the annual percentage increase each year.

The following limitations (consistent with the prior 2014-2018 salary compensation), still apply:

No salary increase after BA, Year 10 unless the teacher obtains an educational bonus for additional preapproved coursework or academic degree.

No salary increase after BA +15, Year 15 unless the teacher obtains an educational bonus for additional preapproved coursework or academic degree.

May move to MA+15 at Year 5, not before

May move to MA+30 at Year 5, not before

May move to MA+45 at Year 10, not before

May move to MA+60 at Year 10, not before

Doctoral degree eliminated and combined with MA+60

Educational levels (MA, BA+15,etc.) attained prior to May 1, 2014 for current faculty will be considered part of the base salary. Teachers who earned (completed) their Master's degree prior to September 1, 2014, will be grandfathered on the former salary schedule.

Appendix B - #1

**Extramural Sport Stipends
2018-2023**

<u>Sport</u>	<u>Stipend</u>
Cross County: Boys	2270
Cross County: Girls	2270
Volleyball: Varsity	2270
Volleyball: J.V.	2270
Basketball: J.V. Boys	2270
Basketball: J.V. Girls	2270
Basketball: V. Boys	3400
Basketball: V. Girls	3400
Wrestling	3400
* Wrestling-Assistant*	1500
Dance Team	3400
Soccer: Boys	2270
Soccer: Girls	2270
Swimming	32/hr
Track	32/hr
Golf	32/hr
Intramurals	22/session
Score Keeper	22/hr
Time Keeper	22/hr
Crowd Supervision	22/hr

- If one person coaches team positions concurrently, the stipend will be 100% of one position and 50% of the other.

* Dependent on participation level/need.

Appendix B - #2
Performing Arts Stipends
2018-2023

<u>Activity</u>	<u>Stipend</u>
BF Choir, BJH Choir, BF Band	2270
BJH Band	2270
Fall Play - grades 6-8	
Director	2270
Artistic Director	1140
Light Design	570
Sound Design	570
2-3 Musical	
Artistic Director	1140
4-5 Musical	
Director	2270
Artistic Director	1140
Light/Sound Director	570
6-8 Musical	
Director	2270
Music Director	1140
Artistic Director	1140
Light Design	570
Sound Design	570
6-8 Variety Show	290

Appendix B-#3
Clubs and Activities Stipends
2018 - 2023

<u>Activity</u>	<u>Stipend</u>
Clubs	38/meeting 1140/Max or 30 meetings
Yearbook	1890
Student Government	
Student Council	1700
Student Service Board	1700
Exploremore Day Teacher Chair	3400
Mentor	
First-Year Teacher	1000
Experienced Teacher	500
Internal Sub	25/class
Detention Room/HW Opportunity	22/day
Supervision	
Bus Duty	
Full Day	22/day
Half Day	11/day
AM Duty	22/day
Lunch	22/day
Lunch Clean-Up Sub	22/day
Outside of School Day	32/hour
Spelling Bee	300
Geo Bee	300
Contests	22/session

Appendix B - #4

Notes and Conditions Affecting Extra Duty

- There will be an Extra Duty Committee (EDC) composed of Administration and OBEA representatives which will evaluate athletics, performing arts, clubs and duties annually. End-of-Year Reflection sheets for athletics, performing arts and clubs will be submitted by April 15th and reviewed at the EDC meeting. The Superintendent and OBEA will work together to evaluate the breadth of offerings to meet student needs within the context of current resource allocations.
- Proposals for new activities for the following year must be made to the EDC by May 1st. The Superintendent will notify the OBEA President regarding the recommended compensation rate for new extra-duty positions approved by the Board of Education. The Board will negotiate the compensation rate for the extra-duty position upon request of the OBEA.
- Clubs must meet a maximum of thirty (30) times a year (usually 10 meetings per trimester) and include eight (8) or more regular members. Any clubs meeting more than 30 times per year need prior approval from the Extra Duty Committee.
- Choir will meet at least three (3) times per week.
- See above bullets 1 and 2
- All compensation for activities directly related to a position are included within the position stipend.
- All assignments of Extra Duty and Interscholastic Sport positions will be made and posted by May 1st of the preceding school year.
- Supervision includes all supervisory positions such as Lunch, Bus, DT, Homework Opportunity, AM Supervision, Computer Lab, Library, Crowd Supervision, and IMs. The stipend is 22/duty.
- Student supervision requested by the administration beyond and contiguous to the normal workday. Acceptance of this duty is optional.

60-100 Cumulative Minutes/week.....22/hr
45-70 Minutes/day.....22/hr
- Teacher supervision or representation of students during non-teaching times, noncontiguous to the normal work day other than extracurricular supervision and those times listed above. Acceptance of this duty is optional.

Rate...32/hr.

- In cases where sponsors share a single stipend, each sponsor will receive a proportional share of the stipend.
- Extra duty will be paid three times a year, winter break, spring break and at the end of June.
- As long as the same rate of pay for the stipend applies, and if there is not OBEA member interested and qualified to take the position, then the District has the flexibility to utilize and compensate out-of-District personnel and resources (e.g. Park District, college/university students, retirees, IHSA/IESA level coaches).
 - A. Criteria, evaluation tool and job description are to be developed in collaboration with Administration, Athletic Director, Board of Education and OBEA.
 - B. The Athletic Director reports to the Administration, BOE and OBEA as to the performance of the athletic program. This will occur at least twice a year or at the end of each season.
- The Superintendents of the athletic conference of which Butler is a member have elected to follow the IESA (Illinois Elementary School Association) athletic calendar starting in 2019. This may cause some changes to the lengths of athletic seasons. Athletic stipends may need to be recalculated.
- The Superintendent will notify the OBEA President regarding the recommended compensation rate for new extra-duty positions approved by the Board. The Board will negotiate the compensation rate for the extra-duty position upon request of the OBEA.