

**AGREEMENT**

**between**

**COMMUNITY UNIT SCHOOL DISTRICT 201**

**and the**

**WESTMONT TEACHERS' ASSOCIATION**

**2016-2020**

**AGREEMENT BETWEEN COMMUNITY UNIT SCHOOL DISTRICT 201  
AND THE WESTMONT TEACHERS ASSOCIATION**

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This Agreement is made and entered into by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 201, DuPage County, Westmont, Illinois, hereinafter called "Board" and the WESTMONT TEACHERS ASSOCIATION, affiliated with the Illinois Education Association and the National Education Association, hereinafter called "Association." The parties hereto agree that:

## **ARTICLE 1**

### **RECOGNITION**

#### **1.0 ASSOCIATION RECOGNITION**

The Board hereby recognizes the Association as the sole bargaining representative of all certified teaching personnel, including team leaders, social workers, certified nurses, and other positions with equivalent responsibilities, excluding the Superintendent, principals, assistant and associate principals, and other administrative employees who perform administrative and/or supervisory duties at least 50% of the time.

#### **1.1 TEACHER DEFINITION**

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.0.

#### **1.2 ADDITIONAL NEGOTIATIONS**

The Board agrees not to negotiate with any teachers' organization other than the Association or with any teacher individually concerning matters covered by the Agreement during the term of this Agreement.

#### **1.3 BOARD AUTHORITY**

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the district conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and to promote and transfer all such employees;
- C. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or advisable by the Board;

- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and
- E. To determine class schedules, non-teaching assignments, the hours of instruction, and the duties, responsibilities, and assignments of teachers.

#### **1.4 BOARD RESPONSIBILITIES**

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of Illinois and the Constitution and Laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations.

In any arbitration hereunder, the arbitrator shall have no authority to decide any question under any law or constitutional provision and the arbitrator's authority shall be solely limited to interpreting this Agreement.

#### **1.5 NON-INTERRUPTION OF WORK**

The Association agrees that neither the Association nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

#### **1.6 FAIR SHARE**

- A. It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:
  - 1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
  - 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board will deduct the fair

share fee in equal installments in accordance to the procedures used for dues deductions set forth in Article 2. 11.

- C.** The IEA/NEA agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section B above, including reimbursement for any legal fees or expenses incurred in connection therewith.
- D.** The Board agrees to notify the Association promptly in writing of any claim, demand suit or other form of liability in regard to which it will seek to implement to provisions of Section C above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.
- E.** The parties expressly recognize the rights of non-members based upon their bona fide religions tenets or teachings of a church or religious bond as provided for in Section M of the IELRA.

## **ARTICLE 2**

### **TEACHER AND ASSOCIATION RIGHTS**

#### **2.0 RIGHT OF REPRESENTATION**

When any teacher is required to appear before the Board, a Board committee, or Board member concerning any matter which could adversely affect the continuation of that teacher in his/her employment or his/her salary, the teacher shall be given five (5) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

In the event a meeting is held by the administration where discipline is to be then administered to a teacher, the teacher shall be given reasonable prior notice of the nature of the charge. The teacher shall have the right at such meeting to be represented by the Association. "Reasonable prior notice" shall generally mean at least three (3) days, except for good cause shown where an emergency matter requires less notice.

The Board recognizes that before the Board or its administration takes disciplinary action (i.e., written reprimand, notice of remediation, or suspension without pay) against a teacher, the teacher should be advised of the reasons for the disciplinary action. The administration shall investigate the incident, produce evidence and give the teacher the opportunity to respond. Where possible, progressive discipline shall be followed. Any resultant grievance procedure will be terminated at the Board level.

#### **2.1 PERSONNEL FILE**

- A.** Each teacher's official personnel file shall be maintained in the Central Administrative Office. No material may be placed in the file without first giving a copy to the teacher and informing the teacher that a copy would be placed in the file. The teacher shall initial and date the file copy to verify that he/she has received a copy of the said material. Initialing does not indicate agreement. Administrative comments which for evaluation purposes require improvement in the teacher's performance or which the Administration deems unacceptable shall be placed in the teacher's file within fifteen (15) days of the date the Administration becomes aware of or should have been aware once or observation thereof. Teacher commendations may be placed in the file without signature.
  
- B.** Each teacher shall have the right, upon request, to review the non-confidential contents of his/her file and to attach a written response to any item in the file. The teacher's written response must be submitted within days after the date on the initialed and dated copy placed in the personnel record. Confidential information for this section shall be limited to information concerning the teacher prior to his/her employment by the Board. A representative of the teacher's choice shall be allowed to review the file in the presence of the teacher. A teacher may duplicate anything in his/her file he/she may have the right to review (in the presence of an administrative representative), provided nothing is removed from the office where the file is



maintained. The District may charge the teacher for the reasonable cost of any said duplication. After five (5) years, adverse materials shall be reviewed at the request of the teacher and may be removed with administrative approval.

- C. Evidence not previously recorded in the teacher's personnel file prior to the notification of the demotion, discipline or other involuntary change in employment status shall not be used by the Board as a basis for its action, except for serious infractions which could be the subject of criminal prosecutions or civil complaint and prevent such prior recordation.
- D. Each teacher may insert in his/her file items concerning commendations, awards, honors, etc., not originated by the teacher concerning matters relevant to and subsequent to his/her employment.

## **2.2 SCHOOL CODE RIGHTS**

Nothing contained herein shall be construed to deny any teacher his/her rights under the *School Code* of the State of Illinois or under other applicable laws and regulations.

## **2.3 RIGHT TO ORGANIZE AND PARTICIPATE**

Teachers shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing. The Board shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Association or his/her participation in negotiations with the Board nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint, or proceeding under this Agreement.

## **2.4 ASSOCIATION COMMUNICATIONS**

The Association shall have the right to use teacher mailboxes and District email accounts, subject to the District's Acceptable Use Policy, for communications. The Board shall provide the Association with bulletin board space in each school for posting communications concerning Association matters. The Association shall have the right to use the District mail service. The Board shall provide the President of the Association or his/her representative with fifteen (15) minutes of speaking time at the first institute. The President may, upon reasonable advance written notice, have additional time before or after the regular institute program for such purpose.

## **2.5 NAMES OF NEW TEACHERS**

The Association shall be supplied with the addresses of newly hired teachers. The Association shall be supplied with the telephone numbers of newly hired teachers unless said newly hired teachers object.

## **2.6 ASSOCIATION BUSINESS**

Upon reasonable advance notice, the Association shall have access to rooms in the schools for meetings, subject to the approval of the Superintendent or his designee, provided the Board shall not incur any additional custodial expenses as a result of any association use of said facilities. All requests shall comply with the Board policy concerning the use of District facilities. The Board shall provide and maintain for the exclusive use of the Association lockable storage space.

## **2.7 TEACHER USE OF PREPARATION TIME**

The building principal may permit teachers, upon request, to leave the building during a preparation period for duties attendant to their professional responsibilities. The building principal shall not withhold permission arbitrarily.

## **2.8 CONTRACT DISTRIBUTION (Website)**

Within thirty (30) days of ratification of the Agreement, the negotiated agreement will be posted on the District website.

## **2.9 PERTINENT INFORMATION TO ASSOCIATION**

The Board shall make available to the Association upon request any existing public records, which are relevant to collective bargaining negotiations (i.e., teachers' base salaries) or necessary for the proper enforcement of the terms of this Agreement. Standing requests will not be honored. The Board will supply the Association President with a copy of the approved and tentative budget, audit, tentative Board agendas and supporting documents made available to the public, minutes (without personnel attachments), monthly financial statements, as well as a school per-pupil cost analysis. Copies of other documents available to the Association pursuant to this Section 2.9 shall be supplied to the Association at the Association's expense, which shall be equal to the Board's cost of reproduction. A copy of a notice of a special Board meeting shall be placed in the Association President's mailbox. Posted website documents shall satisfy the obligation of the Board under this provision to make the information available to the Association.

The Association may provide input to the Board on any fiscal, budgetary, or tax programs, considered or proposed annexation, consolidation or revision of educational policy, prior to adoption.

## **2.10 RESIDENCE**

Since school buildings are available for teachers a limited time during the day and since teachers may live a good distance outside the District, the Board recognizes that in order for a teacher to accomplish his/her job effectively, it may be a benefit to the District for the teacher to have space in part of his/her residence for the purposes of preparation, grading papers, storage of materials, and other functions related to teaching.

## **2.11 DUES DEDUCTION**

The Board shall deduct from each teacher's pay the current dues of the Association, provided that the Board has an employee-executed authorization for annual membership or continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it. Upon receipt of any revocation, the Board shall notify the Association in writing of same within ten (10) days. If a teacher resigns prior to September 7 in any year, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck, if any. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made. The Association shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out or by reason of any action taken by the Board for the purpose of complying with this Section.

## **2.12 NON-DISCRIMINATION**

The Board shall not discriminate for reasons of race, color, national origin, creed, sex, age, marital status, or handicap against a teacher or applicant, as those terms are defined by federal or state law, provided that any grievance alleging violation of this Section shall not be subject to arbitration under the grievance procedure set forth in Article 10 hereunder and Step 3 shall be the terminal step for any such grievance.

## **2.13 PARENT TELEPHONE CALLS**

Principals shall provide a private place for teachers to make confidential telephone calls to parents concerning their student's performance.

## **2.14 DISTRIBUTION TO RESIDENTS**

The Association may make available (but not hand out) non-controversial materials to residents of the community at school-sponsored activities; provided that the Association submits the material in advance to the principal for review.

## **ARTICLE 3**

### **TEACHER WORK DAY AND ASSIGNMENTS**

#### **3.0 TEACHER WORK DAY**

##### **A. Purpose**

The teachers' workday shall be long enough to fully discharge their responsibilities to the students, the school, and to the District.

##### **B. Length of Day**

Teachers shall generally begin at least twenty (20) minutes prior to the start of the students' attendance day and shall generally end at least fifteen (15) minutes after the students' attendance day so long as the workday fulfills the 7 1/2 consecutive hour provision. On days preceding holidays and vacation, Fridays, or when teachers are required to attend night activities scheduled by the Board, the teacher work day generally ends fifteen (15) minutes after the students attendance day, and the 7 1/2 hour provision does not apply.

##### **C. Duty Free Lunch**

The teacher workday shall include a duty free lunch period, which shall not include pupil-passing time where teachers have scheduled duties.

##### **D. Meetings**

1. Grade level/ department/faculty meetings – During the school term administration may schedule up to two (2) monthly meetings to be held outside of the regular school day. Teachers shall attend these meetings, which shall not exceed sixty (60) minutes in length.
2. Staffings -- Teachers shall attend student staffings. Such staffings may extend beyond the teacher workday.
3. Night Activities - Teachers shall be required to attend up to three (3)night activities. The administration will publish events on building calendars.
4. Programs and Workshops - The teacher work day for in-service programs and workshops may be extended to 3:45 p.m. for full day programs and up to 4:00 p.m. for programs held on early dismissal days.

##### **E. Parent-Teacher Conferences**

Parent teacher conference times may be scheduled by the administration each semester. One such conference time shall be in the evening following the early dismissal for students and teachers. Evening conferences shall not exceed four (4)

hours in length. The second conference time shall be in the morning of the next day. Morning conferences shall not exceed three (3) hours.

**F. Plan Time**

Elementary teachers -- Each full-time teacher shall have at least 245 minutes of time during the student attendance day per week for the purpose of planning.

**G. Itinerant Teachers**

1. Teachers shall have a school of primary assignment and shall be given the approximate amount of duty free preparation time allowed for the other teachers at the applicable level. The building where the majority of the teacher's instruction is delivered shall generally determine the building of primary assignment. Necessary travel time will not be included in the duty free preparation time. Teachers and building administrators shall collaborate on the scheduling of appropriate travel times and the assignment of instructional periods.
2. Teachers shall collaborate with building administrators to establish a schedule for commitments outside of the school day such as meetings and parents conferences. The commitments outside of the school day for itinerant teachers shall be comparable and will not exceed those in their building of primary assignment.

**H. Part-Time Teachers**

Part-time teachers shall normally work beyond their regular workday on curriculum nights and open houses. Attendance will be planned and coordinated with the building principal taking into account the personal needs of the teacher and the requirements of the position. Part-time teachers who teach for more than three periods/classes for junior high and senior high or 60% of the elementary school day will be provided with a paid preparation period at the teacher rate.

**I. Other Assignments**

1. Kindergarten – Kindergarten teachers with two sessions shall be provided with at least one (1) day of release time each semester for parent conferences.
2. IEP – Teachers who are required to write IEP's shall be provided with one (1) day of release time per school year for this purpose.
3. Tests- Teachers who are required to administer informal reading inventories, ABC inventories, or Boehm tests shall have one (1) day of release time for each administration to the entire class.

### **3.1 SCHOOL CALENDAR**

#### **A. Development**

The calendar for any given school year shall be developed by a joint District committee that shall include two (2) Association representatives appointed by the Association President and two (2) administrative representatives appointed by the Superintendent, and may include one (1) representative each from WESPA and WCMA and one (1) parent representative. Members of the District calendar committee will seek input into the development of the calendar from their respective constituent groups. The committee will consider the input gained and by consensus develop at least two (2) calendar options. These options will be forwarded to the Board for consideration.

#### **B. Requirements**

The Board shall establish a school calendar, which shall contain no more than 180 pupil attendance days and institute days, and five (5) emergency days. This calendar shall be established no later than November, except where the Educational Service Region Office has not established a calendar or when additional time is needed to develop a calendar consistent with countywide prevailing practice. If the five (5) emergency days or any portion thereof are not used for emergencies, the Board shall declare all remaining days as school holidays. Teachers employed for less than a full year will be compensated on a percentage of 180 days. The Association may submit a suggested school calendar and, upon request, the Superintendent will discuss said calendar with the Association.

### **3.2 INTERNAL SUBSTITUTION**

If a substitute teacher is not available, a teacher shall have the right to refuse to accept assignment to a class or a portion of any class other than his/her own. If a teacher voluntarily accepts such an assignment, the teacher shall be paid an internal sub rate (as shown in the Extra Duty Schedule attachment) per period or, where applicable, per hour, whichever is greater. Nothing herein shall prevent teachers from exchanging substitute responsibilities without pay, with the principal's approval.

### **3.3 SUMMER SCHOOL**

Teachers employed by the District shall be given priority to fill summer school positions. In filling academic summer school positions, consideration shall be given to a teacher's certifications, qualifications, merit and ability (including performance evaluations if available), and relevant experience (including past summer school teaching), provided that seniority with the District will not be considered as a factor unless all other factors are determined by the District to be equal, the teacher with the greatest amount of seniority in the summer school position shall be selected. The Board's selection decision is not subject to review under the grievance procedure, provided the District adheres to the procedural requirements for filling new or vacant teaching positions established in Article 6.0 of this Agreement. Assignments shall be offered to qualified teachers who volunteer. If more than one school is being used, teachers at the school's location shall be given preference. Summer school assignments shall not be mandatory. The teacher shall be paid at an hourly rate equal to the BA Step 1 salary multiplied by .0007788.

### **3.4 JOB DESCRIPTIONS**

The Association shall have the right to make recommendations in any current or proposed job descriptions. The Association shall be consulted prior to changing any job descriptions. Job descriptions shall be minimally provided for and distributed to team leaders, coordinators, and any other like positions created in the future and said job descriptions shall be made available to all applicants for vacancies in said positions.

### **3.5 COMMUNICATIONS**

The Superintendent (and a District designee) shall meet with the Association's President and a WTA designee monthly to discuss matters of concern. The Superintendent will invite a member of the Board to attend at least every other meeting. The Association President and the Superintendent will collaborate on the agenda in advance of the meeting. In the event that both parties agree not to have a meeting, no meeting shall be required. Cooperatively constructed minutes of these meetings will be shared with the Board.

## **ARTICLE 4**

### **TEACHER EVALUATION**

#### **4.0 NOTIFICATION**

At the start of the school term (i.e., by the first student attendance day), the principal shall explain to each teacher under his/her supervision the District's evaluation procedures, standards, and instruments. The teacher will also be advised as to who will observe and evaluate said teacher's performance. The principal, assistant and/or associate principal shall be responsible for observations and evaluations of teachers. A qualified special education coordinator may evaluate special education staff traveling between buildings. Teachers assigned to more than one building will be evaluated by one or more evaluators, at the teacher's option. If the teacher chooses one evaluator, the evaluator will seek input from administrators responsible for the supervision of buildings other than the evaluator's own in which the teacher is assigned. No evaluation shall take place until such orientation has been completed.

#### **4.1 OBSERVATIONS**

Teachers shall be observed both formally and informally as required under ISBE regulations. Formal observations of teachers shall be conducted with the full knowledge of the teacher and in accordance with the observation cycle established under the District's Teacher Evaluation Plan. Each formal evaluation conference shall be preceded by at least one formal observation for a minimum of 45 minutes, or for a complete lesson, or for an entire class period, preferably to include the beginning or end of a lesson or period. Each formal observation shall be preceded by a conference between the evaluator and the teacher as required under ISBE regulations. For Junior and Senior High School teachers being evaluated more than once, the evaluator should conduct a formal observation in more than one section. For teachers being evaluated once, the evaluator should conduct informal observations in other areas than the required formal observation. The teacher may request additional observations prior to the final evaluation conference, subject to the approval of the teacher's evaluator. Following a formal observation, the evaluator shall meet with the teacher to review the evidence of professional practice collected. Each formal observation will be followed by a post-conference. The post-conference will be held no later than ten (10) school days after the observation. Any written materials from the observation process will be completed and returned to the teacher within five (5) school days of the post-conference.

#### **4.2 SUMMATIVE EVALUATIONS**

- A.
  1. Summative evaluations shall be provided annually for all probationary teachers and for tenured teachers with less than five (5) years' experience as prescribed in the District's Teacher Evaluation Plan.
  2. Tenured teachers with five (5) or more years of service who have received proficient or above category ratings shall be evaluated with a summative rating at least once every two (2) years.



- B.** The initial conference following a formal observation will be completed by December 15, except for reasons beyond the District's control.
- C.** The second conference following a formal observation will be completed by March 1 for all probationary status teachers and by May 15 for all other teachers, except for reasons beyond the District's control.
- D.** The District 201 Professional Evaluation and Improvement Scale is the standard used for evaluations. Said instrument shall not be changed without prior notice to the Association and granting the Association an opportunity to make recommendations, if any, to the Board prior to the Board's making its decision, provided that any instrument used at the beginning of the school year shall not be changed during that school year.
- F.** The summative evaluation instrument will be signed by the evaluator and the teacher at the evaluation conference and filed in the teacher's personnel file.
- G.** If the teacher feels the evaluation is incomplete or inaccurate, the teacher may put any objections into writing within ten (10) school days of receipt of the evaluation and have them attached to the Evaluation instrument. A copy of the written objections will be reviewed and signed by the evaluator and the teacher to record receipt and placed in the teacher's personnel file.

#### **4.3 INFORMAL OBSERVATIONS**

Following an informal observation, the evaluator shall provide either oral or written feedback to the teacher; if the feedback is in a written format, the teacher shall have an opportunity to request an in-person discussion with the evaluator. If an administrator sees an area of weakness in a teacher's performance, which for evaluation purposes would be rated needs improvement on an item, the administrator shall notify said staff member in writing within 15 days and, if necessary, schedule a formal observation, and proceed through the provisions outlined in sections 4.2 and 4.3.

#### **4.4 REMEDIATION**

Teacher remediation shall be as outlined in the District 201 Evaluation and Improvement System.

#### **4.5 PROBATIONARY EMPLOYMENT RECOMMENDATIONS**

Sixty (60) days or more before the close of each school year, the principal will file a summative evaluation to the Superintendent, making an employment recommendation each probationary teacher.

## **ARTICLE 5**

### **TEACHER PROTECTION**

#### **5.0 ASSAULT PROCEDURES**

Any case of assault on a teacher while on school property or while performing his/her duties shall be promptly reported to the Board or its designee. If the assault does not involve two (2) or more employees then the Board shall provide legal counsel which is reasonably acceptable to the teacher to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in the handling of the incident by law enforcement and judicial authorities. The Board's responsibility under this Section shall be limited to the terms and conditions of any insurance policies it may have hereunder.

#### **5.1 PARENT-STUDENT COMPLAINTS PROCEDURES**

The principal shall attempt to resolve the complaints by any person. If teachers or students are a part of the investigation of any complaint, the teacher against whom the complaint has been lodged shall be notified as soon as possible but no later than 48 hours, except that in emergency matters which could result in criminal prosecution, notification may take up to 72 hours. Before any such complaint is placed in the teacher's personnel file, the complaint shall be investigated by an administrator who shall attach a statement to the complaint noting the results of his investigation. If the complaint is resolved, the principal shall inform the teacher of the complaint and its resolution. If the complaint cannot be resolved and, in the judgment of the principal, it is serious, the complaint shall be channeled through the teacher and no action against a teacher shall be initiated by the administration until a scheduled parent-teacher conference has taken place, except in emergency matters which could result in criminal prosecution or civil complaint. The teacher may request the presence of a member of the administrative staff at such conference. If the parent or the teacher is not satisfied with the results of this conference, or if the parent refuses to have a conference, the following sequence of conferences shall be employed as needed to seek resolution of the problem:

- (1) Parent-teacher-building principal
- (2) Parent-teacher-superintendent or his/her designee
- (3) Parent-teacher-Board

The teacher involved, at his/her request, shall have (a) an Association representative who is a teacher present as an observer and, (b) an Association representative at the conference with the Superintendent and the Board. The teacher may not refuse to be present at the initial conference with the parent and/or student, except with the approval of the principal. Upon the teacher's request, the specific nature of the complaint and the names of the complainant shall be made known to the teacher. In no case shall any material concerning such complaint be placed in the teacher's personnel file before said information is provided to the teacher.

## **5.2 HAZARDOUS CONDITIONS**

A teacher does not have to work under conditions, which are immediately hazardous to himself/herself. "Immediately hazardous" shall mean a situation, which could cause death or serious physical harm to the teacher. Where a teacher has good and sufficient reason to believe the situation is immediately hazardous, he/she shall notify the principal who shall make the determination. If the principal determines that the situation is not immediately hazardous, the teacher must perform the job assigned, or, if he/she disagrees, he/she may be sent home without pay. If the situation is not immediately hazardous to the teacher, the teacher may be disciplined by the Board for his/her refusal to work. In any event, no teacher shall take any steps to prevent another from working. A committee equally represented by teachers and administrators shall meet with state, county, and city public safety officials to review Board policy concerning emergency procedures, including bomb scares. The Hazardous Conditions Committee report shall remain in force in its current form with the following exception: It shall be the Principal's discretion as to whether or not evacuation is to proceed. In order to evaluate the effectiveness of the district's critical incident planning, the W.T.A. president may request to meet with the Superintendent to review the conduct of any critical incident.

## **ARTICLE 6**

### **VACANCIES AND TRANSFERS**

#### **6.0 VACANCIES**

The Superintendent shall have posted in all school buildings a notice of all known vacancies of jobs requiring a teaching, required nursing, or administrative certificate to be performed in the District, including promotional positions. Positions that must be filled due to a teacher's bumping rights (during a reduction-in-force) or recall rights shall not be considered as new or vacant positions. During the summer, vacancy notices shall be mailed to the president of the Association and to the Association representative in each building; said notices shall also be posted in each building. Such notice shall contain the certificate of requirements; a statement of the required qualifications and/or experience; and salary range and shall be posted for at least ten (10) days. A teacher applicant who has the requirements, qualifications and/or experience set forth in said notice shall be given an interview for said vacancy. The Board may fill the vacancy temporarily during said ten (10) days posting period within its discretion. Although the Board shall determine who shall fill the vacancy, the Board shall consider at least the following factors: licenses and endorsements, qualifications, merit and ability (including performance evaluations if available), and relevant experience, provided that seniority with the District will not be considered as a factor unless all other factors are determined by the District to be equal. The Board's selection decision is not subject to review under the grievance procedure, provided the District adheres to the procedural requirements for filling new or vacant teaching positions established in this Article. Nothing in this Agreement shall obligate the Board to select any applicant or fill a vacancy.

#### **6.1 NOTIFICATION OF ASSIGNMENT**

All staff members shall be given written notice of their tentative assignment for the forthcoming school year as to school and grade level and/or course assignments by no later than ten (10) days prior to the last day of student attendance for the school year, except that no such notice need be given where such school and grade level or other assignment will not be changed. In the event changes in such assignments are made, the teacher affected, and the Association shall be notified promptly. No assignments shall be changed arbitrarily.

#### **6.2 VOLUNTARY TRANSFERS**

Any teacher may apply for transfer to another building, grade level, or subject area where a vacancy exists and for which he/she is licensed and qualified. Such applications, with a copy to the Superintendent, shall be in writing to the building principal where the vacancy exists. When filling such vacancy, the best-qualified person as determined by the Board under the factors set forth in Article 6.0 above shall be employed and the decision shall not be grievable, provided the procedures set forth in this provision have been followed. If the request for transfer is denied, the administrator denying the request shall set forth his/her reasons for the denial in writing and notify the individual making the request within five (5) days from the date of the denial.

### **6.3 INVOLUNTARY TRANSFERS**

Teachers may be involuntarily transferred to another building, grade level or subject area, no involuntary transfer will be made arbitrarily or capriciously, for example any transfer in violation of 6.0 Except as required for reduction-in-force, the administration will attempt to avoid involuntary transfers without the teacher's consent. When it becomes necessary to make an involuntary transfer, the Board shall consider the factors set forth in Article 6.0 above. The affected teacher shall be promptly notified in writing with the reason for the transfer and his/her selection. The Board will be notified that the impending transfer is involuntary and will consider the interest and aspirations of the teacher when selecting a teacher for involuntary transfer. The Board will make the final decision as to transfers and its decision shall not be grievable, provided the procedures set forth in this provision have been followed. A teacher who objects to such transfer may resign. No reprisals will be taken against any teacher who objects to an involuntary transfer but who elects to accept such a transfer. Said objection should not appear in the teacher's personnel file.

### **6.4 SENIORITY**

Seniority shall be defined as continuous full-time service as a teacher within the District. Service shall be computed from the date of employment as a full-time teacher (i.e., Board hiring date). Continuous service will not be interrupted by any long-term Board-approved leave of absence that extends beyond FMLA leave, but seniority will not accrue during such leaves. In the event that seniority is equal between teachers, the following tie-breakers shall be used in this order:

1. Previous years of experience inside the District as a teacher.
2. Lane position on the salary schedule.
3. Experience outside the District for which salary schedule credit was given.
4. Principal's written recommendation.
5. By lot.

By January 15 of each year, all teachers shall notify the Superintendent's Office in writing of those subjects or grades for which they are certified or qualified to teach. No changes shall be made in this declaration until January 15 of the following year.

Prior to March 1 annually, teachers will be notified of their seniority ranking, performance evaluation RIF grouping, and their qualifications for positions. Any disagreement with this information must be indicated in writing to the Superintendent or designee by the deadline date set forth in the notification. The information will be used to prepare the seniority list and the list of sequence of honorable dismissals (RIF list) required under the *School Code*.

#### **6.4 REDUCTION IN FORCE RECALL RIGHTS**

Any full time teacher whose active employment has been terminated due to reduction in force shall have recall rights as outlined in the *School Code*.

## **ARTICLE 7**

### **CURRICULUM DEVELOPMENT, INCLUSION, AND MENTORING**

#### **7.0 CURRICULUM DEVELOPMENT AND IMPROVEMENT**

The development of new programs, writing and rewriting of curriculum, and the improvement of existing programs for the schools is an important part of the continuing advancement of the District. Teachers shall have the opportunity to participate in and make suggestions for the development of new and improved curriculum programs. Such participation shall be voluntary. Teachers may submit a proposal to the Administration for extra compensation for said major curriculum projects. The Board may, within its discretion, authorize extra compensation to teachers for major curriculum development.

##### **A. Classifications**

Curriculum projects will be classified into one of three (3) categories:

1. Major Project – The curriculum is being written for the first time. This would include new course offerings, new programs, etc. Major curriculum projects are completed in three (3) phases. Phase I consists of the proposal, Phase II consists of the written curriculum, and Phase III consists of revisions completed after the first year of instruction.
2. Minor Project – The curriculum project is a revision of an existing curriculum. This would include the incorporation of new texts, revised standards, etc. Phase I consists of the proposal, and Phase II consists of the revised curriculum.
3. Hourly Project – Curriculum projects that do not fit the guidelines listed above.

##### **B. Completion/Compensation Schedule**

1. Major Project – Phase I (proposal) is due to the building administrator by December 15<sup>th</sup> of the school year prior to implementation. Phase II (written curriculum) is due to the building administrator by September 1<sup>st</sup> of the implementation year. One-half (1/2) of the project stipend will be paid to the project participant within two (2) payroll periods of the submission and approval of the written curriculum. Phase III is due to the building administrator by the first day of school following the implementation year. The remainder of the project stipend will be paid to the participant within two (2) payroll periods of submission and approval of the instructional revisions.
2. Minor Project – Phase I (proposal) is due to the building administrator by December 15<sup>th</sup> of the school year prior to implementation. Phase II (written curriculum) is due to the building administrator by September 1<sup>st</sup> of the

implementation year. The entire project stipend will be paid to the participant within two (2) payroll periods of the submission and approval of the written curriculum.

3. Hourly Project – Deadlines will be agreed upon by the project participant and building administrator. Payment will be made to the participant within two (2) payroll periods of the submission and approval of the written project.
4. The administration shall provide an annual report of curriculum projects and payments to the Association President by December 15<sup>th</sup> of each school year.
5. Administrative review of all curriculum projects and their respective Phases shall occur within fifteen (15) school days of submission.

## **7.1 INCLUSION**

While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to the student's unique needs determined by a multi-disciplinary team conference. A continuum of academic, social, and emotional services should be provided to all students regardless of their disability, race, or ethnic or cultural background.

Regular education teachers may provide input in the evaluation of progress of "included students." If the teacher feels that there is a shortage of either support staff or training with respect to "inclusion" of a special education student, the teacher may review the matter with the principal and superintendent and training may be provided for the teacher and support personnel on the disability and on how best to accommodate the needs of the inclusion students within the classroom. While failure of the school district to comply with the input and review requirements of this section is subject to grievance procedures, the other aspects of inclusion shall not be grievable or arbitrable. In no event shall any remedy concerning this statement result in the interference with any IEP or the recommendation of the MDC.

## **7.2 TEACHER MENTORING PROGRAM**

The Teacher Mentoring Program will assist newly employed teachers as they acquire the knowledge and skills appropriate to working in School District 201 and which are essential for the improvement of teaching and learning. Each initial certificated (Level I) teacher will participate in the Teacher Mentoring Program for a minimum of two years. Each Level I teacher will be partnered with a mentor for two (2) years. Each new teacher to the District with a Standard Certificate (Level II) will participate in the program for one year. The mentor teacher shall be chosen from volunteers by the Building Principal. The mentor teacher, insofar as possible, shall be a tenured teacher with a minimum of five (5) years of teaching experience. Each mentor teacher shall receive a yearly stipend as stipulated in the extra duty schedule in Appendix B. Both, the mentor and the mentee shall participate in the activities outlined in the District Mentoring Program. No changes shall be made to the program without input from the WTA. Mentor teachers shall not be involved in the evaluation of the mentee.



## **ARTICLE 8**

### **PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

#### **8.0 SALARY STRUCTURE**

- A.** The salary schedule shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. The increase on base for each school will be set using the agreed upon percentage CPI-U published for the calendar year ending December 31st of the previous year. For example, the 2012-2013 salary increase will be set using the CPI-U as published for December 31, 2011.

**2015-2016-** CPI with a floor of 1.5% and ceiling of 3%, step and lane

**2016-2017-** CPI with a floor of 1% and a ceiling of 3%, step and lane

**2017-2018-** 80% of CPI with a floor of 1% and ceiling of 3%, step and lane

**2018-2019-** 80% of CPI with a floor of 1% and ceiling of 3%, step and lane

**2019-2020-** 80% of CPI with a floor of 1% and ceiling of 3%, step and lane

Teachers found unsatisfactory on the Professional Evaluation and Improvement Scale for the last evaluation of the school year will be placed on a remediation plan and receive no raise the following year. Following a successful remediation, the teacher would be placed the next year where the teacher would have been had no remediation been necessary.

- B.** Teachers may only move one (1) vertical step annually. Teachers who are off the Salary Schedule shall have \$750 added to their base salary for each corresponding lane change they earn with accumulated approved credit hours if the lane change would still keep the teacher off the schedule. Those teachers off the schedule at a Bachelors Degree shall have \$1,500 added to their base salary when they earn a Masters Degree if the lane change would still keep the teacher off the schedule.
- C.** Any credit earned prior to a Masters Degree cannot be used for credit beyond the Masters Degree. An official transcript confirming advanced training completed before the start of school must be filed in the Business Office on or before October 1 for first semester implementation and on or before March 1 for second semester implementation in order to qualify for higher salary scale classification to be paid during the school year. No changes will be made in these allowances after the above dates.
- D.** Teachers are required to obtain the Superintendent's approval for any graduate credit courses to be used for Salary Schedule purposes.

## **8.1 EXPERIENCE CREDIT**

The teacher shall be awarded credit for teaching and extra duty experience outside of the District and other professional experience directly related to teaching, within the discretion of the Superintendent, but not more than nine (9) years on the Salary Schedule.

## **8.2 PAYROLL INSTALLMENTS**

Paydays shall be on the 15th and 30th of each month. Teachers shall be paid in twenty-four (24) equal installments. When a holiday period exceeds two (2) consecutive school days, salary payment will be made by mail on the regular payday.

## **8.3 EXTRA DUTY PAY**

- A.** Extra duty pay shall be as listed in Appendix B. If, during the term of this Agreement, the Board, after consultation with the Association, shall create any additional extra duty jobs, the rate of pay shall be determined by the Board and the Association. The Board or its representative will consult with the WTA President prior to any changes in the published extra duty rates or job description.
- B.** After consultation with the Association, the administration shall set the requirements for the extra duties, including the minimum amount of time to be involved. A practice of conducting any extra duty shall not obligate the Board to conduct the duty or assign a teacher or any number of teachers to the position.
- C.** Any teacher who fully performs more than one extra duty shall receive the amount shown in Appendix B for each such extra duty.
- D.** The administration shall post a listing of extra duty assignments for the following school year no later than May 1<sup>st</sup>. Teachers shall be given written notice of their extra duty assignments for the following year no later than ten (10) days prior to the last student attendance day of the year. Where a teacher voluntarily substitutes for an absent lunchroom or bus duty supervisor, the substitute shall be paid the pro rata extra duty pay provided for in Appendix B for the period of the substitution and the absent supervisor shall be docked by an equal amount.
- E.** Assignments of duties set forth in Appendix B shall be voluntary, except that if there are no volunteers, the Board may assign the duty to the least senior qualified teacher; provided that (1) teachers whose initial contract of employment includes an extra duty assignment shall mandatorily be required to fulfill said extra duty assignment for the lesser of his/her term of employment, or five (5) years from date of original employment; (2) said teacher's contract shall set forth the requirements of this Section; (3) notwithstanding the above, if the teacher notifies the principal that the teacher no longer desires to perform the extra duty, the principal will make every effort to try to replace the teacher with a teacher who has substantially equal qualifications who volunteers to perform the extra duty. In no event shall a teacher be involuntarily assigned to the same duty set forth in Appendix B for more than one consecutive year. Teachers who teach primarily physical education, driver education and/or health are encouraged to coach at least one (1) sport while employed by

District 201. If more than one teacher applies for a duty set forth in Appendix B, preference shall be given to the teacher with the greatest seniority if the teachers who have applied have the substantially equal qualifications.

- F.** If a teacher has performed an extra duty for three (3) or more years and has not been reinstated for said duty, the specific reasons for non-reinstatement must be put in writing and given to the teacher at least five (5) days prior to the Board receiving notification from the administration.
- G.** An advisor or coach shall not be assigned duties at an event(s) of the same nature on the same day where he/she is required to attend by those advisory or coaching responsibilities (excluding mini-bus driving) unless no other qualified teacher has requested such duties.

#### **8.4 TRAVEL ALLOWANCE**

Teachers who are regularly assigned to perform duties at more than one building or who are required to leave the District on school business shall receive a mileage reimbursement allowance at the then current rate approved by the Internal Revenue Service.

#### **8.5 PLANNING PERIOD TEACHING**

If a teacher in junior or senior high school is asked to teach a class on a continuing basis for the entire school year, in lieu of his/her planning period, the teacher will receive an additional one-fifth (1/5) of the then current base pay paid to starting teachers with a Bachelor's Degree.

#### **8.6 TUITION REIMBURSEMENT**

- A.** Where the Board requires a teacher to take courses, the Board shall reimburse the teacher at a tuition per credit hour rate equal to the credit hour rate then in effect at Northern Illinois University.
- B.** A teacher who has reached the Master's plus 48 lane shall be reimbursed by the Board at a tuition for credit hour rate equal to the credit hour rate then in effect at Northern Illinois University for up to three (3) graduate hours per year for courses receiving prior approval from the Superintendent.

#### **8.7 LONGEVITY**

Teachers will annually receive a \$1,000.00 longevity step for the years of service in District 201 beginning with the 20th year and through the completion of the 24th year.

Teachers will annually receive a \$2,000.00 longevity step for the years of service in District 201 beginning with the 25th year of service.

Eligibility for this longevity step will be based upon Section 4.3A3 above (i.e. evaluative results must be satisfactory in all categories from the most recent evaluation.)

This longevity recognition will be paid at one time by the end of September of each year.

## **8.8 ILLINOIS TEACHER RETIREMENT SYSTEM**

From within the compensation owed to a teacher on the Salary Schedule attached to this Agreement, the Board shall pick up and pay the required Illinois Teacher Retirement System (TRS) contribution on behalf of each teacher. An individual teacher shall have no right or claim to these funds except as they become available upon retirement or resignation from the TRS. The Board's pick-up and payment to the TRS shall be included in the appropriate amounts shown on the Salary Schedule. Such amount shall represent the combination of all regular salary benefits payable to each teacher and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this section or otherwise to pick-up and pay any additional amounts to the TRS.

The Association agrees that the Board's said payment of teacher contributions to the TRS is solely for the purpose of making such contributions non-taxable income for Federal Income Tax purposes and shall not affect the true compensation paid such teachers. The Association will not contend to the Board at any time in the future that said payments by the Board from the teacher's compensation are not to be considered as compensation for any other purpose.

The Association shall hold the Board harmless and indemnify the Board against all liability, loss, and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the TRS. The Board may, in its sole discretion, deduct from each teacher's paycheck on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or other taxes or contributions to the TRS, or the improper or incorrect reporting thereof, arising out of the Board's agreement to make payments on behalf of each teacher to the TRS.

**ARTICLE 9**

**LEAVES**

**9.0 SICK LEAVE**

- A.** Full-time teachers will be allowed a maximum of fourteen (14) days sick leave per year with an unlimited accumulation of the unused portion. Part-time teachers covered by this Agreement shall receive pro rata sick leave. Teachers shall receive a notice of their accumulated sick days within thirty (30) days of the start of the school year. The immediate family for purposes of this Section shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and any other person who lives in the teacher's residence as a member of the household, except servants.
- B.** A statement from the teacher's doctor or a doctor of the Board's choice may be required by the administration to establish eligibility for sick leave when abuse of the sick leave provisions is suspected or when there has been a record of excessive or repetitive absences or where the teacher has been absent three (3) or more consecutive days. A doctor's statement shall also be required for any absence for birth beyond thirty (30) school days.
- C.** If a teacher is terminated because of a Reduction in Force (RIF), the District will pay the teacher one-half (1/2) the then current substitute rate per unused day of sick leave up to sixty-four (64) days. The teacher must accept or reject this option by August 30 of the year in which he/she was RIFed.
- D.** When a teacher has been absent due to illness less than five (5) days in a school year, that teacher shall gain an additional day of personal business leave for the next school year. He or she may accumulate no more than two (2) such days based on this attendance provision. All provisions of Section 9.1, applying to Board-granted personal business days, also apply to these good-attendance personal business days.
- E.** A teacher who is absent because of disability or incapacity shall be deemed temporarily disabled as defined below and shall be entitled to maintain his/her employment rights. The period of temporary disability shall be calculated from the initial date of a teacher's absence:

Employed in District

Temporary Disability

0 thru 4 years -

less than 60 consecutive school days or the exhaustion of paid leave, whichever happens last.

5 thru 20 years -

less than 135 consecutive school days, or for less than 102 out of 135 school days from the same illness or incapacity or the exhaustion of paid leave, whichever happens last.

21 or more years - less than 180 consecutive school days, or for less than 135 out of 180 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.

If a temporarily disabled teacher does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant the teacher an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability.

Any teacher who remains disabled or incapacitated after the period of temporary disability defined above and after the exhaustion of all accumulated sick leave days may request an additional extended leave of absence without pay. In its sole discretion, and considering any reasonable accommodations as required under the *Americans with Disabilities Act*, the Board may grant such a request in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Sections 9.8 of this Agreement.

## **9.1 SICK LEAVE BANK**

[Full-time] Employees shall be eligible to participate on a voluntary basis in a District 201 Sick Leave Bank in accordance with the following terms and conditions:

- A.** The sick leave bank shall be used only for the catastrophic personal illness, disability, or injury of an employee which requires continuous and prolonged absence from work. The Sick Leave Bank shall not be available for illness, disability, or injury of any other person related to the employee or to a teacher on an unpaid leave of absence.
- B.** An employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank annually. Provided at least 80% of eligible employees agree to contribute (1) day to the Bank at the beginning of the 2015-2016 school year, the Board will contribute on a one-time basis 50 days to the Bank. When the total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until the Bank is depleted to the number of days equal to the number of participants. All participant contributions of sick days are irrevocable.
- C.** An employee who is a current participant and who has a catastrophic illness, disability, or injury which requires continuous and prolonged absence from work, as determined by the District Sick Leave Bank Advisory Board, shall be able to utilize sick days from the Bank after his/her own accrued sick, personal, [and vacation – for ESPs] leave days have been exhausted and a five (5) day salary deduction period has transpired for each illness or disability. The teacher must

submit a written request to the Advisory Board that identifies the reason for the request and the number of Bank days needed. The Advisory Board may also require additional information regarding the teacher's illness, disability, or injury (i.e., a report from the teacher's physician confirming the reason and the prognosis which necessitates use of the Bank for the number of days requested by the teacher). The teacher must also satisfy any other requirements for use of the Bank established by the Advisory Board.

- D.** The maximum number of Bank sick days that may be used for any single illness, disability, or injury shall be sixty (60) days.
- E.** Participants utilizing sick leave days from the Bank will not be required to replace those days.
- F.** A participant withdrawing from the Sick Bank for whatever reason will not be allowed to withdraw his/her contributed sick days.
- G.** Teachers appointed by the Association shall serve on a District Sick Leave Bank Advisory Board with other District employee groups implement and administer the Bank. The Advisory Board must adopt rules and procedures for the administration of the Bank and for the determination of issues relating to eligibility, enrollment and participation, and utilization of the Bank, including criteria for catastrophic illnesses, which determinations shall be final and not reviewable or appealable by a teacher. The Advisory Board shall provide appropriate regular and timely reports on the use and administration of the Bank to the Superintendent or designee, which shall be responsible for all record keeping.

## **9.2 PERSONAL BUSINESS LEAVE**

The Board shall grant to full-time teachers one (1) day of personal leave per year at full pay that can be used for personal business. Personal business days may accumulate up to two (2) days. Accumulated personal business days above set limits in both accounts shall be credited to accumulated sick leave account. Part-time teachers covered by this Agreement shall receive pro rata personal leave. Personal business leave shall be for business that cannot be conducted at times other than during the teacher's workday. Teachers shall, in writing, generally state the reason for their absence in accordance with the form attached as Appendix B hereto. In order to be eligible for personal leave, the teacher must give the principal forty-eight (48) hours' notice, where possible, or if not possible, as soon thereafter as the teacher knows of the reason to be absent for personal leave. Personal business days shall not be allowed or taken before or after a holiday, or a holiday weekend, with the exception of religious holidays. In the event too many teachers request personal leave, resulting in adverse efficiency in the operation of any school or part thereof, the Administration may limit the number of teachers who take personal business leave based upon department, subject team and based upon last asked, first denied.

A teacher may, for emergency purposes only, request an additional personal business day. The request is to be submitted to the Superintendent on the regular form at least seventy-two (72) hours or as soon as possible before the requested personal business day. The Superintendent will act on the request and notify the teacher as soon as possible.

**9.3 BEREAVEMENT LEAVE**

A teacher shall be granted up to four (4) days of absence with pay due to a death of the teacher's immediate family as defined in Section 9.0 above, to attend the funeral of the decedent. A teacher shall be granted one day of absence with pay due to the death of the teacher's grand-parents-in-law, aunt, or uncle. Upon request, proof of death shall be provided. Any additional leave shall be deducted from sick leave.

**9.4 RELIGIOUS OBSERVANCE LEAVE**

Where a day(s) of required religious observance coincides with a teaching day and the obligations of religious practice on such day cannot be fulfilled during non-school hours, the Board shall grant 2 paid days of religious observance leave. If additional days are required for the observance of a religious holiday, the teacher may use a personal or sick day(s) without penalty or loss of incentives as outlined in Article 9.0 section D.

**9.5 JURY DUTY LEAVE**

Teachers who lose time on days which they are scheduled to teach due to serving on a jury or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of salary thereby, provided they remit to the Board, via payroll deduction, any money they receive for such jury duty or said court appearance and they give notice to the principal of the duties of their absences upon receipt of any notice of jury duty or said court appearance. Evidence of jury service shall be presented upon request. The teacher may keep monies received for meals, lodging, or mileage.

**9.6 MILITARY LEAVE**

A teacher inducted into the armed forces or recalled from reserve status to active duty must make application for reinstatement no later than ninety (90) calendar days after discharge. Said teacher shall be entitled to reinstatement and all benefits provided them under applicable laws. A teacher who is required to attend reserve camp for up to two (2) weeks or is activated for a state or national emergency during the school term shall suffer no loss of salary thereby, provided the teacher (1) remits to the Board any money received for such reserve camp duty; (2) gives notice to the principal of the period of such reserve camp duties upon receipt of such notice from the military; and (3) joins with the Superintendent, upon request, to seek to postpone such reserve camp duty until after the completion of the school term.

**9.7 LONG -TERM PARENTAL LEAVE**

**A.** After at least 12 months and 1250 hours of full-time teaching in the District, a teacher shall be eligible for a long-term unpaid parental leave of absence (i.e., extending beyond FMLA leave time) following the birth or adoption of a child, subject to the



terms and conditions set forth in this Section 9.6. Said teacher may, in writing, request a leave of absence without pay for the balance of that school year and for not more than one school year thereafter. A parental leave of absence may begin when the teacher so desires, but no later than ninety (90) calendar days following the birth or adoption of the child; however, requests for such leave must be made before the teacher leaves his/her teaching responsibilities because he/she is unable to perform her duties satisfactorily or when the birth of his/her child is imminent as certified by the teacher's doctor or a doctor of the Board's choice if the Board so desires. A long-term parental leave of absence shall end on the day prior to the beginning of the school year.

- B.** A male teacher shall be eligible for a parental leave of absence upon the birth of a child to his wife under the applicable conditions set forth in Section 9.6.
- C.** A statement from the teacher's doctor or a doctor of the Board's choice, if the Board so desires, may be required to establish the teacher's ability to perform or resume her duties.
- D.** Absence on parental leave shall not be considered a break in service under this Agreement, but the period of the leave shall not count as service in the District for any purpose. Parental leave shall not affect the tenure rights of a teacher. A teacher granted a parental leave of absence must teach at least 90 days of a school year to accrue seniority credit and advance on the salary schedule.
- E.** A teacher on parental leave of absence, if he/she so desires, shall have priority on substitute assignments, and if a vacancy occurs while he/she is on leave, he/she will be offered, upon request, an opportunity to fill said vacancy, provided that (1) it is an elementary teacher filling an elementary position, a junior high teacher filling a junior high vacancy, a special teacher filling a vacancy in a specialty, a senior high school teacher filling a high school vacancy in a subject he/she is qualified to teach, or (2) if the Superintendent approves and further provided if it were applicable, the Board finds he or she were capable of teaching the subject matter involved, provided that the Board shall not be arbitrary or capricious in such finding.

If no such positions are available and after parental leave has been requested, the teacher miscarries or the child dies within two months of birth, the teacher on leave may request placement as a full-time substitute in the District at a yearly salary of BA, Step 1 on the District's Salary Schedule. The District shall so assign.

- F.** At the end of a teacher's parental leave, the teacher shall have a right to return to employment in the District, provided he/she notifies the Superintendent in writing before March 1 of the year the parental leave of absence shall end. If the position he/she left is open, he/she may return to that position. If the position he/she left is filled or discontinued, he/she shall be placed in a position for which he/she is qualified. Nothing herein shall guarantee that a teacher will be returned to the same grade level, school, or position, which he/she held prior to his/her leave.

A teacher may receive an additional year of leave if he/she will work part-time in the District in a program for which he/she is qualified and which lends itself to part-time teaching and is in the best interest of the District as determined by the Board. Such requests for additional leave must be made in writing to the Superintendent by January 15 of the year in which the leave is to end.

- G.** A teacher adopting a child of preschool age shall be entitled upon request to leave under this Section 9.6 during the first year after receiving such custody if this is necessary to fulfill the requirements for adoption, provided the teacher notifies his/her principal with a copy to the Superintendent not less than sixty (60) days prior to the requested leave.

- H.** A teacher on parental leave may receive sick pay for the time he/she is physically incapable of performing his/her duties had he/she not taken such leave. A statement from the teacher's doctor, or a doctor of the Board's choice, may be required by the Administration to establish eligibility for sick leave. FMLA leave time shall also run concurrently with the parental leave.

### **SUMMARY**

Following is a summary of options available to teachers contemplating leave in connection with the birth or adoption of a child.

- A.** Teachers may use paid sick leave if available and return when medical disability ends, usually six weeks after a normal delivery (30 school days for birth or adoption).
- B.** Concurrent with sick leave, teachers will use the *Family Medical Leave Act* (FMLA) leave as outlined in Section 9.8B. After sick leave has been used up or the disability ends, whichever occurs first, FMLA leave would continue for up to a total of twelve (12) weeks including the time on sick leave. After sick leave is no longer available, FMLA leave is without pay but would have health and dental insurance benefits continued on the same basis as if the teacher was working. Teachers delivering during the first or third quarters of the school year may request from the Superintendent an extension of FMLA leave to coincide with the end of the semester. Teachers taking only A and/or B above will be returned to the position the teacher would have held if the leave had not been taken. In addition to A and B above, tenured teachers may take a parental leave in accordance with Section 9.6. Sick leave and FMLA leave will be used concurrently with the parental leave. Sick leave will run until it is used up or the disability ends, whichever occurs first, and FMLA leave

will begin with the use of sick leave and end twelve (12) weeks later. Parental leave will end and the teacher returns to work as provided in Section 9.6. These two, larger term parental leave options are:

- C. If a tenured teacher does not wish to accept A or B above, he/she may request in writing parental leave for the balance of the school year and for not more than one (1) additional school year.
- D. A tenured teacher may receive an additional year of leave if he/she will work part-time in the District in a program for which he/she is qualified and which lends itself to part-time teaching and is in the best interest of the District as determined by the Board of Education. Such requests for additional leave must be made in writing to the Superintendent by January 15 of the year in which the leave is to end.

## **9.8 ASSOCIATION LEAVE**

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for an aggregate of not more than thirteen (13) days in any school term, provided that the Association reimburses the District for the cost of substitutes for ten (10) days, and further provided, no one teacher may be excused for more than five (5) days.

In the event that a teacher is serving as an elected member of the IEA-NEA Board of Directors, said teacher shall be granted the release time necessary for the fulfillment of such duties. Such released time shall be limited to ten (10) days per contract year. Requests should normally be made ten (10) days in advance and approved by the principal. The Association shall reimburse the Board for the cost of substitutes.

A leave of absence may be granted any teacher, upon written application, for the purpose of serving as an officer of the Association, the Illinois Education Association or the National Education Association. The leave of absence will be without pay for a period up to the term of the elected office. The contractual continued service status (tenure) shall not be affected because of absence while on leave as provided herein. Salary placement shall be equivalent to that which the teacher was entitled at the time the leave began. No more than two teachers may be on such leave at any given time.

## **9.9 UNPAID LEAVE OF ABSENCE**

- A. The Board may grant a teacher a leave of absence without pay for any reason where it deems the leave to be of benefit to the professional and educational program of the District or for care of extended illness in the immediate family. The grant and duration of such leaves shall be at the discretion of the Board. A teacher granted an unpaid leave of absence must teach at least 90 days of a school year to accrue seniority credit and advance on the salary schedule.

**B. FMLA**

Eligible teachers are entitled to up to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the *Family and Medical Leave Act* (FMLA) of 1993, as calculated under the “rolling” 12-month period measured backward from the date the teacher uses any FMLA leave.

FMLA leave may be used in conjunction with other leaves taken under this Article 9 for a purpose consistent with the FMLA (i.e. sick leave, personal business leave, bereavement leave, parental leave, and unpaid leave of absence). Time on these leaves shall be counted against the leave time, which may be taken under the FMLA. A teacher returning within the twelve (12) weeks of a FMLA leave used in conjunction with any of the foregoing leaves, except parental leave, shall be returned to the position the teacher would have held if the leave had not been taken. Nothing in this section diminishes or expands the Board's or a teacher's rights and duties under the FMLA except as specifically provided in this section.

## **ARTICLE 10**

### **RETIREMENT**

#### **10.0 RETIREMENT**

In order to be eligible for the District 201 retirement benefits provided in Section 10.2 below, a teacher must:

1. Have ten (10) years of full-time teaching within the District immediately preceding retirement;
2. Submit an irrevocable letter of intent to retire to the District Office on or before February 1<sup>st</sup> of the year prior to the years in which the creditable earning increases provided under Section 10.2 below are applied before the teacher's actual date of retirement. .
3. If the letter of intent to retire is submitted less than four (4) years from retirement, not cause the Board to be liable for any TRS contributions upon the teachers retirement (e.g., the teacher must not have had an increase in creditable earnings beyond 6% in the four (4) final years used for TRS pension calculations).
4. Receive an evaluative rating of satisfactory or above on the last evaluation prior to submitting his/her intent to retire letter and maintain an evaluation of satisfactory or above on evaluations after submitting an irrevocable letter of intent to retire.
5. Meet the TRS requirements and file for participation in the regular retirement program set forth by TRS (i.e., not retiring under the ERO program with a discount penalty); and
6. Retire at the end of the contract year stated in the teacher's intent letter.

Only eligible teachers under the criteria set forth above may elect to participate in the District retirement plan (10.2). All retiring teachers who meet the requirements set forth above are entitled to the benefits set forth in Sections 10.2, 10.3, and 10.4 below.

In the event that a teacher otherwise eligible for the benefits provided for in this section suffers a catastrophic injury or disability and is unable to continue his/her teaching duties at any time during the term of the contract, that teacher will receive the benefits of this section if he/she so applied for same in writing to the Superintendent prior to the catastrophic illness or disability.

#### **10.1 TRS EARLY RETIREMENT (ERO) PLAN**

Any teacher who elects to participate in the TRS Early Retirement Option (ERO) shall pay his/her required ERO discount penalty contribution. The Board shall pay the employer portion only of the ERO discount penalty. Further, a teacher retiring under ERO shall not be eligible for any of the retirement benefits set forth in Sections 10.2 or 10.3 below. Any

teacher who intends to retire under ERO shall submit an irrevocable letter of intent to the District Office by February 1 prior to the teacher's final full year of employment. The Board in any year may determine to restrict the number of teachers who may retire under ERO to not less than ten percent (10%) of those eligible to participate in the early retirement program.

## **10.2 DISTRICT RETIREMENT PLAN**

Any eligible teacher (see 10.0 above) electing to retire, who provides the Board with an irrevocable letter of intent to retire, shall be paid, in each of the final three (3) years of employment (or as many years of employment as are left prior to the date of retirement if the employee has given less than four years notice) a guaranteed 4% increase in creditable earnings. The 4% increase will be calculated based on the previous year's TRS credible earnings.

A teacher's TRS credible earnings (included, but not limited to vertical and horizontal salary schedule movement, stipends, salaries increase, longevity pay and retirement incentives) whether under the contract or otherwise shall not increase from one school year to the next by more than 6% except where Illinois statute allows a greater than 6% increase without penalty to the Board. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event a teacher's TRS creditable earning would increase by more than 6% in any given year of this contract, that teacher shall only receive the maximum increase allowed under this provision. If a teacher chooses to not perform an extra duty assignment from a previous year, the value of that stipend will be deducted from the 6% increase. If the teacher chooses to perform an additional stipended duty, that stipend will be considered to be within the 6% increase unless statute allows an exception to the 6% cap.

## **10.3 RETIREE INSURANCE**

Upon submitting the irrevocable notice of intent to retire, a teacher eligible under Section 10.0 above may choose one of the following options that shall vest at the time of retirement.

- A.** The District will contribute towards the retiree's cost of TRS retiree health insurance for a period of up to five (5) years or until the teacher is Medicare-eligible, whichever occurs first, at the single PPO rate or five (5) years or until the teacher is Medicare-eligible, whichever occurs first, at the single HMO rate, as long as the Board's annual contribution shall not exceed 50% of the single PPO rate.
  
- B.** A retiring teacher may participate in the District's medical insurance program according to COBRA regulations, providing the retiree pays the premium at the current group rate and notifies the District pursuant to COBRA procedures of his/her intent to participate in the District plan.

#### **10.4 UNUSED SICK LEAVE**

Teachers eligible to retire under either Section 10.0 or 10.1 above will receive \$40 per day for any unused sick days, provided that those days are not also being used for TRS service credit. This payment will be made as a lump sum post-retirement payment after the last day of work and after the final paycheck for regular earnings, provided the teacher submits verification of the number of unused sick days not credited by TRS for service years.

#### **10.5 POST-RETIREMENT BENEFITS**

The Board agrees to provide the Retiree Insurance benefits under Section 10.3 and the Unused Sick Leave lump sum retirement incentive under Section 10.4 (collectively, the “post-retirement incentives”), if any, to any teacher who meets the requirements set forth in Section 10.0 and who is entitled to these post-retirement incentives. In agreeing to provide these post-retirement incentives, if any, the Board also agrees to sign a Post-Retirement Incentive Agreement (PRIA) with the employee, which guarantees the post-retirement incentives according to the terms of Section 10.3 and 10.4. The PRIA, attached hereto as Appendix I, makes the agreement to provide these post-retirement incentives enforceable and establishes the teacher’s right to sue the Board to enforce the specific terms of the PRIA. In the event of the teacher’s death before retirement or before this contract has been fully performed, the Board is still obligated to pay the Unused Sick Leave lump sum retirement incentive under Section 10.4, if any, to a designated party, or to such a person who has been designated in the teacher’s will, or in the absence of either of the above, the teacher’s estate.

Notwithstanding the execution of the PRIA between the teacher and the Board, the Union does not waive its right to file a grievance to enforce the terms of this Agreement.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### 11.0 OBJECTIVE

It is the declared objective of the Association and the Board to encourage the prompt resolution of grievances or complaints of teachers covered by this Agreement as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances or complaints.

#### 11.1 PROCEDURE

- A. A "grievance" shall mean a complaint by a teacher, group of teachers, or the Association that there has been a violation or misinterpretation of the provisions of this Agreement. Administration answers to grievances shall include reasons.
- B. Informal Procedure - It is understood that an attempt to resolve a potential grievance will be made informally through discussion between the grievant(s) and his/her immediate supervisor before a formal grievance is filed.
- C. Formal Procedure - A grievance shall be processed as follows:

##### Step 1

Any grievant(s) who has/have a grievance shall submit it in writing, with the remedy sought, to and discuss it with his/her immediate supervisor. A grievance shall set forth the facts and the specific contract provisions upon which the complaint is based in sufficient detail to allow the immediate supervisor to respond thereto. The grievant(s)' supervisor shall answer all written grievances in writing within three (3) days after such presentation. The grievant(s) may have his/her Association representative(s) present if he/she wishes.

##### Step 2

If the grievance is not settled in Step 1 and the grievant(s) wishes to appeal, the grievance may be referred by him/her in writing to the superintendent (or to any other person designated by the Board) within ten (10) days after the answer in Step 1 and shall be signed by both the grievant(s) and the Association representative(s). The Superintendent or his designee shall discuss the grievance within three (3) days with the grievant(s) and the Association representative(s) at a time mutually agreeable to the parties. The Superintendent or his designee shall give his written answer to the Association and the grievant(s) within three (3) days following their meeting.



### Step 3

If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred in writing by the Association to the Board within ten (10) days after the answer in Step 2. The Board shall, at its next meeting, at least five (5) days after receipt of the appeal, discuss the grievance with the grievant(s) and the Association representative(s). The Board shall give its written answer to the Association within ten (10) days after the Board meeting.

### Step 4

If the grievance is not settled in accordance with the foregoing procedure, the Association (but not the grievant) may refer the grievance to arbitration within thirty (30) school days after receipt of the Board's answer in Step 3. The Association or the Board may submit the grievance to final and binding arbitration. The American Arbitration Association (AAA) shall be requested to submit the names of suggested arbitrators to the parties.

The parties shall select an arbitrator in accordance with AAA rules. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law.

The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and teachers and shall be immediately implemented.

The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

- D.** A grievance clearly on behalf of all teachers employed by the Board, or one involving more than one building, or on the behalf of one of the teachers in a building may be initiated at Step 2.

## **11.2 TIME LIMIT FOR FILING**

No grievance shall be entertained or processed unless it is submitted within thirty (30) days after the grievant(s) had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. The failure to act within the time limits herein shall bar further appeals. Time is of the essence to this Agreement. Time limits may be extended only by mutual written agreement. Failure to communicate a decision within the specified time limits shall permit the Association to proceed to the next step.

## **11.3 DEFINITION OF "DAYS"**

Wherever in this Article "days" are used, the parties intend them to be school days, unless noted otherwise. During the summer, "days" shall mean "week day."

## **11.4 REPRESENTATION**

Association representative(s) may be present at any meeting, hearing, appeal, or other proceedings (except for board executive sessions where the grievant is not present) relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any grievant(s) having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

## **11.5 REPRISALS**

No reprisals of any kind shall be taken by the Board or the Administration against a grievant(s) because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE 12**

### **INSURANCE**

#### **12.0 INSURANCE COVERAGE**

The Board will provide insurance for twelve (12) consecutive months for all teachers employed at the start of the school year. Coverage becomes effective for eligible teachers on the first day that they are actively at work.

#### **12.1 INSURANCE ELIGIBILITY**

Teachers who are employed at .6 time or more will be eligible to participate in the District insurance plans.

#### **12.2 INSURANCE COMMITTEE**

A District Insurance Committee made up of Association members, the District Business Manager, WESPA representatives, and other people as directed by the Board, will meet yearly, starting no later than January, to review the insurance experience and be involved in the process of renewal, selection of new insurance carriers, and/or insurance specifications. The Insurance Committee may make recommendations to the Board and the Association regarding provisions of the medical insurance plan. No changes will be made in the medical insurance plan without the express approval of both the Board and the Association.

Teachers will be given notice of changes in premiums at least fifteen (15) calendar days prior to the renewal date to review the information and make enrollment decisions.

#### **12.3 HEALTH INSURANCE**

- A.** The Board will continue to offer HMO and PPO health insurance programs. Teachers may freely choose in which plans to participate.
- B.** The Board will fund a portion of the medical insurance premiums for teachers who participate in the District health insurance programs. For the duration of this Agreement, the Board will contribute 95% of the cost of individual insurance for teachers, including 95% of any increase in individual coverage costs up to 5% effective April 1, 2011, and April 1 2012. The Board will contribute 90% of the cost of family coverage for teachers hired prior to 1991 and 80% of the cost of family insurance for those teachers hired after 1991, including 90%, and 80% respectively, of any increase in family coverage costs up to 5% effective April 1, 2011, and April 1, 2012. If the individual or family insurance premium increases exceed 5% in either of the two years of this Agreement, then the teachers shall pay for 75% of the amount of increase exceeding 5% and the Board shall pay for 25% of the increase exceeding 5%. As indicated in the following example, the Board and teacher contribution costs will be calculated based on the dollar amounts paid in the prior year of the health insurance program:

#### **12.4 DISABILITY INSURANCE**

The disability income benefit shall be equal to sixty (60) percent of the teacher's salary at the time of disability, until retirement age as determined by the Social Security Administration, but not lower than age 65.

#### **12.5 LIFE INSURANCE**

The life insurance benefit shall be equal to the teacher's current contractual salary rounded to the next highest \$1,000, but not exceeding \$50,000.

#### **12.6 DENTAL INSURANCE**

Minimally the Board will offer a dental HMO and PPO. Both programs should have substantially the same benefits. The programs chosen shall be agreeable to the Association and to the Board, while the ultimate right of selection remains with the Board, and the chosen program will remain in effect through this contract. The Board shall pay sixty percent (60%) of the cost of individual dental insurance for those teachers participating in the plan. The Board shall pay the individual rate plus twenty percent (20%) of the family dental insurance costs.

#### **12.7 FLEXIBLE BENEFIT PLAN**

The Board shall maintain a salary reduction plan, which meets the requirements of Section 125 of the *Internal Revenue Code* and Treasury Regulations promulgated there under. If, at any time, Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may annually elect to participate in the salary reduction plan by choosing to receive benefits described above and in the District's formal flexible benefits plan. The amount elected shall be deducted from the teacher's compensation. The plan shall be on the calendar year. By November 30 of the year preceding the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group medical, dental, or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board and/or;
2. Reimbursement for any amount of deductibles or out of pocket expenses under the group insurance described in (1) above, and for any other qualified unreimbursed medical care expenses as defined and allowed under the *Internal Revenue Code*, up to the annual limits established by the IRS.
3. By law, Section 125 money may not be used for any cosmetic procedures.
4. Reimbursement for qualified dependent care assistance as defined and allowed under the *Internal Revenue Code*.

The amounts designated may not be changed during the plan year, unless there is a change in

family status or other circumstances provided in Section 125 and/or Treasury Regulations promulgated there under. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year, and such amounts become the property of the plan.

The dollar amount of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.

Claims for reimbursement must be for services rendered during the length of the insurance year.

The District Insurance Committee will recommend a third party to administer the program. The Board reserves the right to make the final selection of administrator of the program. Fees associated with the program will be paid by the teacher.

## **ARTICLE 13**

### **EFFECT OF AGREEMENT**

#### **13.0 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment.

#### **13.1 BOARD POLICIES**

No policy of the Board shall be contrary to the terms of this Agreement.

#### **13.2 SAVINGS CLAUSE**

Should any article, section, or clause of this 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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

#### **13.3 CHALLENGING THE ASSOCIATION**

Any organization or group of teachers which wish to challenge the Association as sole bargaining agent for the teachers shall present to the Board a petition signed by at least 30 percent of the teachers represented by the Association requesting an election. Said petition shall be filed with the Secretary of the Board between September 15 and November 1. A referendum shall be held within forty-five (45) days thereafter. If the referendum is certified as valid, the organization receiving a majority of the votes cast in such referendum shall be declared the exclusive representative and recognized by the Board as such. If there are more than two choices and no choice receives a majority of votes cast, there shall be a run-off second election between the two choices that polled the greatest number of votes.

## **ARTICLE 14**

### **NEGOTIATIONS AND TERMINATION**

#### **14.0 NEGOTIATIONS**

- A.** The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- B.** Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith.
- C.** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements. When tentative agreement is reached on all matters being negotiated, the items shall be promptly reduced to writing and submitted to the membership of the Association for ratification and to the Board for official approval.
- D.** When an impasse has been declared by either party, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet in private with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such private steps as he may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the written consent of both parties, make finding of fact or recommend terms of settlement to anyone other than the parties involved, which recommendations shall not be made public.

#### **14.1 INDIVIDUAL CONTRACTS**

Individual contracts, if any, shall conform to the terms and conditions of employment agreed to by the Board and Association in this Agreement.

#### **14.2 AGREEMENT IN EFFECT**

This Agreement shall be effective on the date of ratification and approval and shall remain in force and effect through the day before the first teacher day of the 2020-2021 school year. The parties shall commence bargaining for a successor Agreement by February 1 of the final year of the contract, unless a later date is mutually agreed.

This Agreement is signed this 27<sup>th</sup> day of May, 2015.

In witness thereof:

**FOR THE WESTMONT  
TEACHERS' ASSOCIATION**

BY: Laura M. DZ  
President

Jessie Keser  
Secretary

**FOR THE BOARD OF EDUCATION,  
WESTMONT COMMUNITY UNIT  
SCHOOL DISTRICT 201**

BY: Mari L. Chubb  
President

Mar Ho  
Secretary



Base: **46,874**

Step	BA Salary	BA + 12 Salary	BA +24 Salary	MA Salary	MA + 12 Salary	MA + 24 Salary	MA + 36 Salary	MA + 48 Salary
1	46,874	49,218	51,093	55,311	57,186	59,061	60,936	62,811
2	49,218	51,093	53,436	57,186	59,061	60,936	62,811	65,155
3	51,093	53,436	55,311	59,061	60,936	62,811	65,155	67,499
4	53,436	55,311	57,186	60,936	62,811	65,155	67,499	70,311
5	55,311	57,186	59,061	62,811	65,155	67,499	70,311	72,655
6	57,186	59,061	60,936	65,155	67,499	70,311	72,655	74,998
7	59,061	60,936	62,811	67,499	70,311	72,655	74,998	77,342
8	60,936	62,811	65,155	70,311	72,655	74,998	77,342	79,217
9	62,811	65,155	67,499	72,655	74,998	77,342	79,217	82,030
10	65,155	67,499	70,311	74,998	77,342	79,686	82,030	84,373
11	<u>67,499</u>	70,311	72,655	77,342	79,686	82,030	84,373	86,717
12		<u>72,655</u>	74,998	79,686	82,030	84,373	86,717	89,061
13		<u>74,998</u>	77,342	82,030	84,373	86,717	89,061	91,404
14			<u>79,686</u>	84,373	86,717	89,061	91,404	93,748
15			<u>82,030</u>	86,717	89,061	91,404	93,748	96,092
16				<u>89,061</u>	91,404	93,748	96,092	98,435
17				<u>91,404</u>	93,748	96,092	98,435	100,779
18					<u>96,092</u>	98,435	100,779	103,123
19						<u>100,779</u>	103,123	105,467
20							105,467	107,810

FY16 Base is increased by 70% of CPI with floor of 1.5% and ceiling of 0%

**APPENDIX B**

**2016-2017 Salary Schedule**

**APPENDIX C**

**2017-2018 Salary Schedule**

**Appendix D**  
**2018-2019 Salary Structure**

**APPENDIX E**  
**2019-2020 Salary Schedule**

**APPENDIX F**

**2015-2016 and 2016-2017 Stipend Schedule**

**Base Salary \$37,499**

Activity	Experience 1-3 Years		Experience 4-6 Years		Experience 7+ Years	
<b>Athletics</b>						
WJHS Athletic Director + 1 release period	0.075	2,812.43	0.08	2,999.92	0.085	3,187.42
WHS Athletic Director + 1 release period	0.15	5,624.85	0.17	6,374.83	0.19	7,124.81
<b>Baseball</b>						
Senior Varsity	0.16	5,999.84	0.175	6,562.33	0.19	7,124.81
Senior High/Frosh/Soph	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
<b>Basketball</b>						
Senior High Varsity	0.19	7,124.81	0.205	7,687.30	0.22	8,249.78
Senior High Sophomore	0.13	4,874.87	0.145	5,437.36	0.16	5,999.84
Senior High Freshman	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
Junior High Varsity	0.1	3,749.90	0.12	4,499.88	0.14	5,249.86
Junior High Junior Varsity	0.07	2,624.93	0.085	3,187.42	0.1	3,749.90
Junior High 6th Grade	0.06	2,249.94	0.07	2,624.93	0.08	2,999.92
<b>Cheerleading/Poms</b>						
Pon Poms	0.06	2,249.94	0.07	2,624.93	0.08	2,999.92
Senior High Football	0.06	2,249.94	0.07	2,624.93	0.08	2,999.92
Senior High Basketball	0.08	2,999.92	0.09	3,374.91	0.1	3,749.90
Junior High 7th Grade	0.035	1,312.47	0.045	1,687.46	0.055	2,062.45
Junior High 8th Grade	0.05	1,874.95	0.06	2,249.94	0.07	2,624.93
<b>Cross Country</b>						
Senior High Varsity	0.17	6,374.83	0.185	6,937.32	0.2	7,499.80
Senior High Frosh/Soph	0.08	2,999.92	0.095	3,562.41	0.11	4,124.89
Junior High	0.06	2,249.94	0.065	2,437.44	0.07	2,624.93
<b>Football</b>						
Senior High Varsity Head	0.19	7,124.81	0.205	7,687.30	0.22	8,249.78
Senior High Varsity Ass't	0.13	4,874.87	0.145	5,437.36	0.16	5,999.84
Senior High Sophomore Head	0.13	4,874.87	0.145	5,437.36	0.16	5,999.84
Senior High Sophomore Ass't	0.1	3,749.90	0.115	4,312.39	0.13	4,874.87
Senior High Freshman	0.1	3,749.90	0.115	4,312.39	0.13	4,874.87
Junior High Head	0.07	2,624.93	0.085	3,187.42	0.1	3,749.90
Junior High Ass't	0.05	1,874.95	0.06	2,249.94	0.07	2,624.93
<b>Golf</b>						
Varsity	0.12	4,499.88	0.135	5,062.37	0.16	5,999.84
Frosh/Soph	0.07	2,624.93	0.085	3,187.42	0.1	3,749.90
<b>Soccer</b>						
Senior High Varsity	0.16	5,999.84	0.175	6,562.33	0.19	7,124.81
Senior High Frosh/Soph	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
Junior High	0.045	1,687.46	0.05	1,874.95	0.055	2,062.45

<b>Softball</b>						
Senior High Varsity	0.16	5,999.84	0.175	6,562.33	0.19	7,124.81
Senior High Frosh/Soph	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
Junior High	0.045	1,687.46	0.05	1,874.95	0.055	2,062.45
<b>Swimming</b>						
Junior High	0.02	749.98	0.025	937.48	0.03	1,124.97
<b>Track</b>						
Senior High Varsity (w Indoor)	0.17	6,374.83	0.185	6,937.32	0.2	7,499.80
Senior High Ass't (w/ Indoor)	0.13	4,874.87	0.145	5,437.36	0.16	5,999.84
Junior High Track Head	0.045	1,687.46	0.05	1,874.95	0.055	2,062.45
Junior High Ass't	0.02	749.98	0.025	937.48	0.03	1,124.97
<b>Volleyball</b>						
Senior High Varsity	0.17	6,374.83	0.185	6,937.32	0.2	7,499.80
Senior High Sophomore	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
Senior High Freshman	0.08	2,999.92	0.095	3,562.41	0.11	4,124.89
Junior High Head	0.07	2,624.93	0.085	3,187.42	0.1	3,749.90
Junior High Asst	0.05	1,874.95	0.06	2,249.94	0.07	2,624.93
<b>Wrestling</b>						
Senior High Varsity	0.17	6,374.83	0.185	6,937.32	0.2	7,499.80
Senior High Frosh/Soph	0.11	4,124.89	0.125	4,687.38	0.14	5,249.86
Junior High	0.08	2,999.92	0.095	3,562.41	0.11	4,124.89
<b>Scholastic Bowl</b>						
Senior High	0.07	2,624.93	0.085	3,187.42	0.1	3,749.90
Senior High Ass't	0.06	2,249.94	0.065	2,437.44	0.07	2,624.93
<b>Chess Club</b>						
Junior High	0.05	1,874.95	0.06	2,249.94	0.07	2,624.93
<b>Drama/Music</b>						
Senior High Play Director	0.065	2,437.44	0.075	2,812.43	0.085	3,187.42
Senior High Play Ass't	0.035	1,312.47	0.045	1,687.46	0.055	2,062.45
Junior High Play Director	0.04	1,499.96	0.05	1,874.95	0.06	2,249.94
Junior High Play Asst	0.025	937.48	0.025	937.48	0.025	937.48
Swing Choir	0.09	3,374.91	0.095	3,562.41	0.1	3,749.90
<b>Musical/Senior High</b>						
Director	0.075	2,812.43	0.09	3,374.91	0.105	3,937.40
Technician	0.055	2,062.45	0.07	2,624.93	0.085	3,187.42
Choreographer	0.04	1,499.96	0.05	1,874.95	0.06	2,249.94
Orchestral	0.035	1,312.47	0.045	1,687.46	0.055	2,062.45
Choral	0.035	1,312.47	0.045	1,687.46	0.055	2,062.45
Accompanist	0.02	749.98	0.03	1,124.97	0.04	1,499.96
Costumer	0.02	749.98	0.03	1,124.97	0.04	1,499.96
Tickets/Publicity	0.02	749.98	0.02	749.98	0.02	749.98
<b>Musical/Junior High</b>						
Director	0.055	2,062.45	0.06	2,249.94	0.065	2,437.44
Musical Dir.	0.03	1,124.97	0.035	1,312.47	0.04	1,499.96

Choreographer	0.015	562.49	0.02	749.98	0.025	937.48
Technician	0.025	937.48	0.03	1,124.97	0.035	1,312.47
Costumer	0.025	937.48	0.03	1,124.97	0.035	1,312.47
Accompanist	0.02	749.98	0.025	937.48	0.03	1,124.97
<b>Instrumental</b>						
Senior High Instrumental Music Director	0.035	1,312.47	0.04	1,499.96	0.045	1,687.46
Senior High Marching Band	0.09	3,374.91	0.095	3,562.41	0.1	3,749.90
Senior High Spirit Band	0.06	2,249.94	0.07	2,624.93	0.08	2,999.92
Senior High Jazz Band	0.09	3,374.91	0.095	3,562.41	0.1	3,749.90
Senior High Assistant Band Director (Fall)	0.02	749.98	0.025	937.48	0.03	1,124.97
Senior High Assistant Band Director (Wint)	0.02	749.98	0.025	937.48	0.03	1,124.97
Junior High Instrumental Music Director	0.035	1,312.47	0.04	1,499.96	0.045	1,687.46
Junior High Marching Band	0.02	749.98	0.025	937.48	0.03	1,124.97
Junior High Spirit Band	0.03	1,124.97	0.035	1,312.47	0.04	1,499.96
Junior High Jazz Band	0.05	1,874.95	0.055	2,062.45	0.06	2,249.94
Elementary Band Director	0.035	1,312.47	0.04	1,499.96	0.045	1,687.46
<b>Vocal</b>						
Senior High Vocal Director	0.035	1,312.47	0.04	1,499.96	0.045	1,687.46
Junior High Vocal Director	0.035	1,312.47	0.04	1,499.96	0.045	1,687.46
Elementary Vocal Director	0.025	937.48	0.03	1,124.97	0.035	1,312.47
Swing Choir	0.09	3,374.91	0.095	3,562.41	0.1	3,749.90
<b>Publications</b>						
Senior High Yearbook	0.15	5,624.85	0.165	6,187.34	0.18	6,749.82
Senior High Yearbook Ass't	0.04	1,499.96	0.045	1,687.46	0.05	1,874.95
Senior High Newspaper	0.095	3,562.41	0.105	3,937.40	0.115	4,312.39
Junior High Yearbook	0.07	2,624.93	0.08	2,999.92	0.09	3,374.91
Junior High Newspaper	0.06	2,249.94	0.07	2,624.93	0.08	2,999.92
<b>Outdoor Ed</b>						
Coordinator	0.05	1,874.95	0.055	2,062.45	0.06	2,249.94
Staff	0.008	299.99	0.01	374.99	0.012	449.99
<b>Sponsors</b>						
All Clubs	0.03	1,124.97				
Senior High Student Council	0.095	3,562.41				
Junior High Student Council	0.125	4,687.38				
National Honor Society (add \$100)	0.045	1,787.46				
Senior Class	0.052	1,949.95				
Junior Class	0.04	1,499.96				
Sophomore Class	0.04	1,499.96				
Freshman Class	0.045	1,687.46				
Literary Festival	0.01	374.99				
Art Festival	0.01	374.99				
Youth & Gov't Advisor	0.02	749.98				
Youth & Gov't Advisor Ass't	0.01	374.99				
Model United Nations	0.02	749.98				
Model United Nations Ass't.	0.01	374.99				
Flags - Senior high	0.09	3,374.91				



Geography Club	0.03	1,124.97
Best Buddies/Circle of Friends	0.03	1,124.97
Rachel's Challenge Coordinator (add \$100)	0.03	1,224.97
Rotary Interact (add \$100)	0.03	1,224.97
Student Leadership Team Sponsor	0.03	1,124.97

**Coordinators**

Senior High Dept. Head (6)	0.09	3,374.91
Junior High Team Leader	0.09	3,374.91

**Other**

Farm/Garden	0.19	7,124.81
PPT/TAT/Diagnosis Screening	0.03	1,124.97
TAG Teacher	2/5 Plan Period	
Reading Facilitator	0.05	1,874.95
Snowball Coord.	0.05	1,874.95
Snowflake Coord.	0.05	1,874.95
Snowball/flake staff	0.008	299.99
Snowflurry Coord.	0.02	749.98
Snowflurry staff	\$100	
ACT prep course (5 pos)	0.03	1,124.97
ACT prep writing support	0.015	562.49

**Supervision**

Senior High Lunch	0.065	2,437.44
Junior High Lunch	0.065	2,437.44
Elementary Lunch-In	0.063	2,362.44
Elementary Lunch-Out	0.063	2,362.44
Senior High Bus	0.045	1,687.46
Junior High Bus	0.045	1,687.46
Elementary Bus	0.045	1,687.46
Safety Patrol	0.045	1,687.46
Playground	0.045	1,687.46
Junior High Commons	0.045	1,687.46
Detention/Homework Ass't - WHS (semest)	0.06	2,249.94
Detention/Homework Ass't - WJHS (semes)	0.03	1,124.97

**Fees**

Voc Ed Director (Annual)	2,294.08
Interpreting Aide (Per Period)	17.04
Certified Interpreting (Per Period)	30.74
Game Timers/Scorers (Per Game)	31.96
Mini Bus Driver (Hourly)	19.48
Pre-school Screening (Per Day)	68.80
Hearing Impaired Drama (Annual)	1,653.49
Intramurals (Hourly)	18.57

Plan Period Teaching (Annual)	7,832.40
Internal Sub Rate (Per Period)	26.70
Detention - Junior High (Per Period)	17.04
General Supervision (Per Period)	17.35
Summer Curriculum	26.50
Peer Mentoring - upon approval (Hourly)	26.50
Assign to more than two schools (Annual)	500.00
Mentor Program (Level One)	500.00
Mentor Program (Level Two)	300.00

**APPENDIX G**  
**2017-2018 and 2018-2019 Stipend Schedule**

**APPENDIX H**  
**2019-2020 Stipend Schedule**

**APPENDIX I**  
**Inactive Stipends**

<b><u>Chess</u></b>	
<b><u>Senior High</u></b>	<b><u>.07</u></b>
<b><u>Junior High</u></b>	<b><u>.05</u></b>
<b><u>Video Works</u></b>	<b><u>.035</u></b>
<b><u>Thespians</u></b>	<b><u>.04</u></b>
<b><u>Flags- Junior High</u></b>	<b><u>.07</u></b>
<b><u>Gifted</u></b>	<b><u>.075</u></b>
<b><u>PBIS Coordinator</u></b>	<b><u>.09</u></b>
<b><u>Audio Visual Junior High</u></b>	<b><u>.03</u></b>
<b><u>Combined Class</u></b>	<b><u>.05</u></b>
<b><u>WHS (Dist) PBIS Coord</u></b>	<b><u>.09</u></b>
<b><u>WJHS PBIS Coord</u></b>	<b><u>.075</u></b>
<b><u>Elementary Coord</u></b>	<b><u>.045</u></b>
<b><u>PBIS Team Member (JH/HS)</u></b>	<b><u>.023</u></b>
<b><u>PBIS Team Member Elem</u></b>	<b><u>.023</u></b>
<b><u>Bookstore (annual)</u></b>	<b><u>608.76</u></b>
<b><u>Equipment Repair</u></b>	<b><u>20.71</u></b>

**APPENDIX J**  
**POST-RETIREMENT INCENTIVE AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between Community Unit School District 201 (the “Employer”), and \_\_\_\_\_ (the “Employee”), to establish the rights of the Employee to Retiree Insurance benefits and/or a lump sum retirement incentive according to the terms of Sections 10.3 and 10.4 (collectively, “post-retirement incentives”) of the 2007-2010 Collective Bargaining Agreement. It is expressly understood that this Agreement confirms the rights given to the Employee under the Collective Bargaining Agreement between the Union and the Employer. This Agreement does not alter in any way the Employee’s right to any other benefits provided by the Employer via the Collective Bargaining Agreement or other agreements.

1. The Employee shall receive post-retirement incentives under Sections 10.3 and/or 10.4 of the Collective Bargaining Agreement if he or she is eligible for these benefits under Section 10.0.
  
2. In the event of the Employee’s death before retirement or before this agreement has been fully performed, the Unused Sick Leave lump sum retirement incentive under Section 10.4 will pass to a person specifically designated to receive such benefits in a signed, written document received by the Employer. If no such document exists, then the Unused Sick Leave lump sum retirement incentive under Section 10.4 will pass on to those who are designated in the Employee’s last will and testament. If the Employee does not designate an individual in either a document or a last will and testament, the Unused Sick Leave lump sum retirement incentive under Section 10.4 will pass on to the Employee’s estate.
  
3. In the event that the Employee dies before this agreement is fully performed, the person below shall receive the remainder of the Unused Sick Leave lump sum retirement incentive under Section 10.4 that is due to the Employee:

Beneficiary: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

4. The Employee’s post-retirement incentives will include the following (check all that apply):
  - TRS Retiree Insurance benefits according to Section 10.3(A)
  - COBRA Insurance benefits according to Section 10.3(B)

- Unused Sick Leave lump sum retirement incentive according to Section 10.4, due and payable after the last day of work and final paycheck for regular earnings
5. All payments made to Employee will be made following all applicable Federal and Illinois statutes, laws, and regulations.
  6. Neither the Employee nor any designated beneficiary under this agreement can borrow against or assign the right to receive payments under this agreement.
  7. The laws of Illinois will apply to any disputes that arise under this agreement.

\_\_\_\_\_  
**Community Unit School District 201**

\_\_\_\_\_  
**[Employee's Name]**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

