

SKOKIE SCHOOL DISTRICT 68

AND

DISTRICT 68 EDUCATION ASSOCIATION

PROFESSIONAL NEGOTIATIONS AGREEMENT

2011-14

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ARTICLE I - RECOGNITION

1.1 General

The Board of Education recognizes the District 68 Education Association as the sole representative for certificated teachers of the District.

1.2 Scope

The parties shall negotiate wages, hours and other terms and conditions of employment.

ARTICLE II - PURPOSE

The broad purposes of this Agreement are to promote the welfare of the professional staff with respect to salary, benefits and conditions of employment through harmonious, collaborative and constructive relationships between the Board and the Association. To that end, the Board and the Association shall endeavor to maintain a positive, effective and communicative working relationship.

ARTICLE III - BARGAINING

3.1 Association Team

The President of the Association shall appoint members of the bargaining team. Those members shall represent each attendance center. The President of the Association shall be a member of the Association bargaining team. The bargaining team will be no less than five and no more than ten members.

3.2 Board Team

The Board shall appoint its bargaining team not to exceed ten members.

3.3 Consultants

Consultants may be invited to present information or views for consideration.

3.4 Meetings of Bargaining Teams

Negotiations between the Association and the Board will begin no later than March of the year in which the contract expires. Meeting dates and agenda shall be determined by the bargaining teams.

3.5 Mediation

If in the course of good faith negotiations, there is no reasonable expectation of reaching an agreement, either party may request in writing to the other that the parties mutually agree to the appointment of a mediator by the Federal Mediation and Conciliation Service (FMCS), as an alternative to the appointment of a mediator through the Illinois Educational Labor Relations Board.

3.6 Completion of Negotiations

Upon the completion of negotiations between the respective negotiations teams, the Agreement shall be reduced to writing and shall be submitted first to the members of the Association and then to the Board for ratification.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition

A grievance shall mean a complaint by the Association, teacher or group of teachers that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

4.2 Statement of Basic Principles

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to filing or to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deems it necessary.
5. All time limits shall consist of school days; however, during summer recess, time limits shall consist of days when the central administrative office is open to the public for business.
6. With the agreement of both parties, one of the grievance steps can be bypassed.

4.3 Procedures

1. First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate superior.
2. Second Step: If grievance cannot be resolved informally, grievant(s) shall file the grievance in writing with the principal. Within ten (10) days after such written

grievance is filed, the aggrieved, representative of the aggrieved as desired, and the principal shall meet to resolve the grievance. The written grievance must state the nature of the grievance, note the specific clause or clauses of the Agreement allegedly violated, and state the remedy requested. Any grievance filed by the Association or a group of teachers must specifically state by name each teacher included within the grievance, the nature of the grievance and the remedy sought for each such teacher at the Step 2 meeting.

The filing of the grievance at the second step must be within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance, except for grievances pertaining to payroll which must be filed within thirty-five (35) days of the receipt of the initial paycheck involved in the grievance. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher(s) and the Superintendent within ten (10) days of the second step meeting, with a summary of reasons for the decision.

3. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the grievant(s) shall file, within ten (10) days of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or designee, shall meet to resolve the grievance. The Superintendent, or designee, shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant(s), the principal, and the Association, with a summary of reasons for the decision.
4. Fourth Step: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, within thirty (30) days from receipt of the Step 3 answer, a demand for arbitration to the American Arbitration Association (AAA), which shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. Expenses for the Arbitrator's services shall be borne equally by the District and the Association.

ARTICLE V - TEACHER AND ASSOCIATION RIGHTS

5.1 Teacher Protections

A. Review and Release of Personnel Files

A teacher may request, in writing, permission to inspect his/her personnel file for such non-confidential content as the teacher's application for employment, academic transcripts, pertinent payroll information, work history, performance evaluations, and correspondence with the teacher and related items. A separate file is to contain items such as confidential recommendations not available for review and reports of health examinations.

The review shall be held within seven working days of the request at the District office with the personnel officer or designee present. Copies, if requested, are to be furnished at a cost of \$.15 per page.

A teacher involved in a current grievance against the District may designate, in writing, a representative to inspect those personnel records having a bearing on the resolution of the grievance, under the same inspection rights and procedures as for teachers.

Upon written request to the Superintendent, each teacher shall be granted an appointment for the purpose of reviewing the contents of his/her own personnel file, except for confidential documents excluded by law and college placement credentials, which include evaluations and letters of recommendation. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Any material of a disciplinary or evaluative nature placed in a teacher's personnel file shall be provided to the teacher within five (5) calendar days of such placement. Within thirty (30) calendar days after receiving any material placed in a teacher's personnel file, the teacher shall have the right to file a written response and have such response placed in his/her personnel file.

When the District receives a request for records of a disciplinary report, letter for reprimand, or other disciplinary action in relation to an employee under the Freedom of Information Act (FOIA), the District will send notification to the employee in written form on or before the day the District responds to the FOIA request. The notification will include the name of the person making the request.

Any documents pertaining to a grievance filed by a teacher shall be placed in a separate file, not in the teacher's personnel file.

B. Professional Treatment

Teachers, administrators and Board members recognize the importance of treating each other with professionalism, dignity and respect.

C. Teacher Suspension or Discipline

No teacher shall be given a written reprimand or suspended without first having received notice of the basis for the reprimand or suspension, a reasonable amount of time to prepare a response and an opportunity to respond, with assistance from the Association if requested by the teacher. A suspension without pay must be for just cause. This section does not apply to the suspension of a tenured teacher as part of a dismissal initiated under the applicable tenured teacher dismissal provisions of the Illinois School Code nor does it limit the temporary reassignment of a teacher while a potential disciplinary matter is under investigation.

D. Disciplinary Action

If disciplinary action is to be taken against a teacher as a result of a complaint by a student and/or parent, the affected teacher shall be notified of the complaint and must be given the right to respond to the complaint prior to such action being taken, unless the safety and health of the students or other persons are in jeopardy. When any teacher is required to appear before the Board or any Board committee or Board member concerning any matter which could adversely affect the continuation of that teacher's employment or salary, the teacher shall, reasonably in advance of the meeting, be given written notice of the reasons for the meeting, and shall be entitled to have a representative of the Association present to advise and represent him/her during the meeting.

E. Notification and Response to Complaint

Teachers shall be advised of any complaint made by any individual to an administrator that requires investigation and subsequent adverse disciplinary action. Before any such action is taken, the administration shall attempt to arrange and participate in a conference with the concerned parties, if desired by the teacher or the complainant. Nothing in this section prohibits the administration from temporarily reassigning a teacher without loss of pay or benefits pending the disposition of any such complaint.

F. Assistance in Cases of Battery or Severe Threat

Any battery or severe verbal or physical threat against a teacher in pursuit of his or her duties shall be promptly reported to the administration. In turn, the administration shall promptly report any such severe verbal or physical threat to each teacher who is the subject of the threat and take reasonable measures to attempt to avoid imminent danger to the teacher. A teacher who is the victim of

such a battery or severe threat in appropriately carrying out the teacher's responsibilities shall be assisted by the building principal or the Superintendent in communications and conferences with law enforcement and court officials. Consultation with the Board's legal counsel may also be arranged with the approval of the Superintendent as part of the assistance provided under this section.

G. Non-Tenured Teacher Dismissal

Non-tenured teachers whose contracts are not renewed shall have the right to request a conference with the Superintendent or designee to discuss reasons for non-renewal of contract.

5.2 Equitable Treatment of All Persons

Teachers shall not be restricted from filing complaints under applicable state and federal law pertaining to equal treatment and/or prohibited discrimination.

5.3 Right to Organize

The 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 in accordance with the Illinois Educational Labor Relations Act. The Board shall not discriminate against any teacher by reason of his/her participation in any such activity.

5.4 Fair Share and Dues Deduction

A. Fair Share

1. During the term of this Agreement, all teachers covered by this Agreement who are not members of the IEA shall, commencing sixty days after their employment or sixty days after the effective date of this Agreement, whichever is later, pay a fair share fee to the IEA for services rendered by the IEA in negotiating and administering this Agreement as the exclusive representative of the teachers covered by this Agreement, provided that such fair share fee shall not exceed the IEA dues (including NEA dues) uniformly required of members of the IEA. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the IEA. The IEA shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the IEA and an affidavit which specifies the amount of the fair share fee as defined above. The fair share fee collected from non-members shall not be used for contributions related to the election or support of any candidate for political office or for a member-only benefit.

2. The Association agrees to assume full responsibility to insure full compliance with all applicable law, including the requirements laid down by the United States Supreme Court in such cases as *Chicago Teacher's Union vs. Hudson*, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.
3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
4. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the teacher and the IEA. If the affected non-member and the IEA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

B. Dues Deduction

1. The Board shall deduct from the pay of each teacher all current membership dues of the Association and its affiliates, provided that at the time of such deduction the Board has received a current signed authorization card for dues deduction, voluntarily executed by the teacher. Such authorization shall specify the amount of dues to be deducted from each teacher's salary for the current school year. A list of teachers and the amount of dues to be deducted shall be annually certified by the Association and submitted, in writing, to the Board by October 1 along with the current year authorization cards from the teachers.
2. The amount specified will be prorated and deducted from paychecks starting in November and ending in May. A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided) on the last day of employment.
3. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made.

5.5 Use of District Facilities/Equipment

- A. The Association shall have the right to use during non-instructional time faculty mailboxes, internet and local telephone service, computers, printers and copiers for Association business. The Association shall reimburse the Board at a one time yearly rate of \$250.00, payable no later than September 1 of each school year. No such use may interfere with any facet of the school's educational, administrative or extracurricular programs. The telephones, computers, printers and copiers which may be used under this paragraph are those regularly available for teacher use, unless other equipment is approved by the administration. The usage permitted under this paragraph shall be substantially consistent with the Association's past usage.

- B. The Association shall have the right to use school buildings for Association meetings, provided: (1) the building principal is notified two (2) school days before any such meeting; (2) no extra custodial help is necessitated because of such meetings; and (3) such meetings are during non-school hours and do not interfere with any facet of the school's educational, administrative, or extra-curricular programs.

5.6 Access to District Records

The Board shall annually provide the Association, upon request, with regularly prepared public information. This shall include, but not be limited to, the current annual financial report, the annual audit, the tentative budget, the adopted budget, staffing scattergram and pupil enrollment figures by grade and by school. Nothing in this paragraph requires the Board to prepare any information not regularly prepared and made available to the public. The Association shall reimburse the Board at the rate of 15 cents per page for reproduction of any document other than those specifically referenced in this paragraph.

5.7 Notification of Board and District Meetings

The President of the Association shall be provided a copy of the agenda of each regular and special meeting of the Board at the time the notice of the meeting is given to the public.

5.8 Distribution of Board Minutes

A copy of the minutes of the open session portions of all regular and special Board meetings shall be made available to the Association President promptly following their approval.

5.9 Teacher Policy Handbook

Two sets of the Teacher Policy Handbook shall be provided for each school throughout the District, and four sets shall also be provided for the Association. Changes in the Teacher Policy Handbook shall be furnished to the Association President within ten (10) days after final administrative or Board approval, whichever is last to occur.

5.10 Distribution of Contract

Upon ratification of the Agreement, the District will provide the Association with copies of this Agreement so that the Association can distribute such copies to the teachers covered by this Agreement. The District shall issue a copy of the Agreement to newly employed teachers at the time of their orientation.

5.11 Bulletin Board

The Association shall be provided reasonable space on one bulletin board per school for the posting of official Association notices and materials.

5.12 Association Leave

The Association President or designee shall be allowed up to fifteen (15) school days of non-accumulative leave in the aggregate in any school year, with pay, to conduct Association business. The leave shall be taken in one-half or full day increments. No teacher may use more than five (5) school days of Association business leave in any school year. The Association shall reimburse the Board for the full cost of the substitutes employed to replace the teacher(s) on Association leave. At least two (2) weeks notice shall be given in writing to the Superintendent of leave to be used for out-of-district conferences. At least two (2) days notice shall be given in writing to the Superintendent of leave to be used for in-district purposes, except in emergency situations.

5.13 Safety

A teacher who encounters a condition in school facilities, such as mold or air quality, which is likely to endanger the health or safety of users of the facility shall promptly report the condition to the teacher's supervisor or building principal. The supervisor or principal shall promptly investigate the reported condition and inform the teacher of the action, if any, to be taken in response to the teacher's report.

ARTICLE VI - INSURANCE

6.1 Health Insurance

1. Plan Options

The Board will provide options for comprehensive group medical/ hospitalization insurance.

Options to be offered include:

- A Participating Provider Option (PPO) plan which provides two benefit levels for hospital-related services and doctors, with higher benefits for hospitals and doctors in the network.
- A Health Maintenance Organization (HMO) which requires participants to manage their health care through a primary care physician and provides first dollar coverage for most services.

2. Eligibility and Cost Sharing

Membership in the group insurance plan is optional and teachers may elect to participate:

- If a full-time teacher elects to participate in the group health insurance plan, the Board will pay the following percentage of the premium:

Plan	Single Coverage	Family Coverage
PPO+	80%	70%
HMO	80%	70%

- Family coverage extends to those with domestic partners.
- Teachers who work at least one-half time throughout the school year will be eligible to participate in the group health insurance plan, in accordance with proration of benefits described in Section 8.1 of this Agreement.

Participating teachers will authorize the District to make payroll deductions for their share of the premium cost.

Beginning with the 2012-13 policy year, if the total premium cost for health insurance increases in either the PPO or HMO plans by 10% or more from the previous plan year, an Insurance Committee to include EA, classified and administrative representatives will be convened to consider ways to reduce the premium increase. If, by no less than fourteen (14) days before the premium increase takes effect, the Insurance Committee cannot agree on alternatives that would lower the premium increase below 10%, then 50% of the amount over the 10% increase in the overall premium will be paid by the teachers participating in the plan in which the premium increase exceeds 10%.

3. Continuation of Coverage

a. Leave of Absence

Teachers on extended personal leaves, in accord with Section 7.4 of this Agreement, may elect to retain their group membership at the time the leave is granted for the duration of the leave. The teacher is responsible for payment of the full premium to the District in advance. This continuation of coverage includes the COBRA continuation period.

b. Medical/Disability Leave

Teachers absent from the District due to a leave covered under the Family and Medical Leave Act, in accord with Section 7.2 of this Agreement, may elect to continue group coverage if they reimburse the District in advance for the teacher's share of the premium.

Teachers absent from the District for reasons of extended temporary disability, in accord with Section 7.3 of this Agreement, will be entitled to retain group coverage provided they reimburse the District for the teacher's share of the premium.

6.2 **Dental Insurance**

The Board shall make available a group dental insurance plan. The plan shall pay, to a total annual \$2,000 limit per individual, the usual and customary costs of diagnostic and preventive treatments, and after a \$50 annual deduction, 85% of basic treatments for the preservation of natural teeth and 60% of major treatments and replacements. The plan shall also pay 50% of orthodontic costs for dependents under 19 years of age, after a \$100 lifetime deductible to a lifetime limit of \$1,000.

If a regular, full-time teacher elects to participate in the group dental insurance plan, the Board shall pay 60% of the premium costs; for part-time teachers the Board shall pay a lesser proportion as outlined in Section 8.1 of this Agreement.

Teachers absent from the District due to a leave covered under the Family and Medical Leave Act (in accordance with Section 7.2 of this Agreement) shall be entitled to continue group coverage if they reimburse the District in advance for pro rata costs.

6.3 **Group Term Life Insurance**

The Board shall make available group term life insurance in an amount equal to the teacher's annual salary rounded up to the next even thousand but not less than \$5,000 to those teachers eligible for fringe benefits who elect such coverage. If a regular, full-time teacher elects to participate in the group term life insurance plan, the Board shall pay 60% of the premium costs; for part-time teachers the Board shall pay a lesser proportion as outlined in Section 8.1 of this Agreement.

6.4 Long Term Disability Insurance

The Board shall make available, to those teachers eligible for fringe benefits, long-term disability insurance that pays 70% of the teacher's present gross salary in conjunction with any other group disability benefit coverage or 60% if not coordinated with another group disability program. Benefits are available after a disability that uses all sick leave credit, but not sooner than 30 calendar days after the start of the disability. If a regular, full-time teacher elects to participate in the long-term disability insurance plan, the Board shall pay 60% of the premium costs; for part-time teachers, the Board shall pay a lesser proportion as outlined in Section 8.1 of this Agreement.

6.5 Health and Dental Insurance Continuation

Federal law, commonly known as COBRA, provides for the continuation, at employee expense, of health and dental insurance benefits in certain circumstances after termination or retirement from employment. The law also requires that specific notice about these rights be given individually upon termination of employment. To facilitate awareness, the Board shall provide teachers with a summary of their COBRA rights upon termination of employment.

ARTICLE VII LEAVES

7.1 Absences from School

1. Personal Illness.

Full-time teachers will be granted 10 days of sick leave per year for their first 2 years in the district, 12 days per year for years 3 through 10, 15 days per year for years 11 through 20 and 20 days per year thereafter.

Teachers joining at mid-term or mid-year will be credited with a pro rata share of sick leave based upon the remaining time left in the school term. Fractions of days so computed will be rounded off to the nearest whole number.

When a teacher is absent for three days or more, he/she may be required, at the discretion of the appropriate administrator, to furnish evidence at the teacher's expense from a qualified physician or practitioner that such leave was for valid reasons. Nothing in this paragraph diminishes the Board's rights under the School Code to require health examinations and reports at its expense.

Teachers shall annually receive a written report showing the number of sick leave days credited, deducted and accumulated. There is no limit on the number of days that may be accumulated.

Teachers who carry long-term disability insurance may advance on sick leave up to 15 days, limited to the period prior to the date when the teacher becomes eligible for the long-term disability insurance payments.

Upon resumption of duty, sick leave used for a verified catastrophic illness or accident or childbirth which required 20 or more consecutive sick days, 10 days of such sick leave will be returned to the teacher's sick leave account. Family illness is to be included in this benefit.

Pay deductions for absences in excess of available days shall be made on the basis of the teacher's daily rate.

2. Family Illness. Leave shall be granted to eligible teachers for reasons of serious illness or death in the immediate family. Paid leave and time granted are not to be used to provide childcare or healthcare which would enable the primary care givers of the sick family member to be at work. Immediate family means parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law and legal guardians.

Leave granted under this section shall be deducted from the teacher's sick leave and shall be limited to a reasonable period of time until other care arrangements can be

made. The teacher may be requested by the appropriate administrator to demonstrate evidence of need. All leave granted under this policy is subject to review by the teacher's supervising administrator and approval of the Superintendent.

3. Bereavement. Five days bereavement leave will be allowed for the absence of a teacher due to the death of someone very close to the teacher. Such days, if used, shall not be deducted from accumulated sick leave.
4. Business Leave. For business which cannot be conducted on other than a school day, two days of personal business leave will be granted. Personal business which cannot be conducted on other than a school day would include, but not be limited to, the following situations:
 - a. Legal business, such as court proceedings
 - b. Unexpected happenings, such as emergencies at home
 - c. Family ceremonies, such as weddings and graduations of teacher or immediate family members
 - d. Pressing business appointments scheduled by others, such as moving dates, or house closings
 - e. Bereavement not covered under family illness.
 - f. Under unique and non-recurring circumstances, the Superintendent may grant up to 2 additional business days to be deducted from sick leave.

A leave request shall be submitted to the appropriate administrator at least two school days in advance of the leave, except in emergency situations for which the request must be submitted in writing to the administrator as soon as reasonably possible. Personal business leave will not be granted during the first or last week of school or on work days immediately preceding or following a school holiday or recess except in emergency situations for which the administrator may require an explanation. At the end of the teacher's work-year, unused business days will be added to accumulated unused sick leave.

5. Religious Observance. When established religious holidays fall on regular working days, affected teachers shall be excused for religious observance. Deductions from pay or sick leave shall not be made for three days absence due to this reason. Up to eight additional days may be taken as temporary personal absence leave (7.4). All such persons anticipating such absences shall inform the appropriate administrator.
6. Jury Duty. Leave of absence will be granted to a teacher who is summoned for jury duty. A teacher serving on a jury will be paid at the normal rate of pay.
7. Absence from Summer School. On those days summer school is in session, summer school personnel who have been employed during the previous school year may use up to 2 days of sick leave from the regular accrued sick leave by charging one-half day or taking up to 2 summer school days without pay for each summer school day's absence due to illness.

8. Birth/Adoption Leave: For mothers, fathers or adopting parents, the Board will provide up to five days non-disability leave at full compensation immediately following the birth or adoption of a child in compliance with the Family and Medical Leave Act without deduction from accumulated sick leave. This leave must be taken within three weeks of the date the child arrives in the home. This benefit is in addition to the benefits provided in section 7.2.

7.2 Family and Medical Leave

A full-time teacher with at least one year of experience in District 68 is eligible for up to 12 weeks per year of unpaid leave for the following reasons:

- Child adoption or child care (must be within 12 months of birth or placement with teacher)
- Family illness of immediate family member (spouse, domestic partner, child or parent)
- Teacher illness

During the period of family and medical leave, teachers may continue health and dental insurance benefits if they reimburse the District in advance for any pro rata costs of applicable benefits for which they apply.

A teacher may substitute business leave or accumulated sick leave for all or a portion of this unpaid leave if the teacher's situation meets the requirements of personal or family illness as described in Section 7.1 of this Agreement.

A teacher eligible for an Extended Personal Leave under Section 7.4 of this Agreement may incorporate an approved Family Medical Leave into that Personal Leave.

7.3 Temporary Disability Absence, Permanent Disability and Termination of Employment

After a tenured teacher has exhausted all sick leave and continues to be unable to perform his/her job assignment because of health conditions, the teacher will be on unpaid, extended temporary disability absence for a maximum of 180 work days. Additional time may be requested by the teacher. If, upon exhaustion of this extended temporary disability absence, the teacher is found by the Superintendent to be unable to return to work, the teacher shall be classified as permanently disabled and employment status shall be terminated.

Disability is defined as that condition in which a teacher is incapacitated because of ill health or for any other reason is physically or mentally unfit for performance of his/her duties. Determination of such disability shall rest with the Superintendent; however, the Superintendent may at his/her discretion require the teacher to submit medical reports as to the extent of the disability, and provide access to documents about the disability status

from the Teachers' Retirement System. In addition, the Superintendent may require independent verification from two District-designated physicians.

After the Superintendent determines that a teacher on disability is able to return to the former job assignment, the teacher will resume regular employment and payroll status. Although the initial reassignment may be to a temporary job classification, return to a job classification similar to that held before disability status is to be scheduled as soon as possible with a view of maintaining effective service in the position.

Health insurance benefits during disability shall follow the provisions of Section 6.1 of this Agreement. Access to the District term life insurance premium shall be provided in accord with Section 6.3 of this Agreement. The disabled teacher pays 100% of the premium for the first six months of the disability. The premium is waived by the insurance company for any subsequent period.

7.4 Temporary and Extended Personal Absence Leaves

1. Temporary Personal Absence Leave

A teacher may request temporary personal absence leave without pay for religious observance (7.1.6) or for personal circumstances not otherwise described in the District's leave provisions covered in Section 7.1 of this Agreement. Such temporary personal leave shall be for a reasonable period of time, usually for a day or several days, and may be granted by the Superintendent with the prior approval of the appropriate administrator. To ensure continuity of the educational program, non-emergency related leaves will be approved only for unique, rare and non-recurring circumstances.

Requests for leave under this section must be submitted in writing to the Superintendent not less than 10 school days in advance of the leave, except in emergencies when the request shall be submitted as soon as possible. Nothing requires the Superintendent or Board to grant this type of leave and any grant is not precedential.

2. Extended Personal Absence Leave

Extended leaves of absence without pay may be granted to tenured teachers upon the recommendation of the Superintendent and the approval of the Board. Such leaves may be for a period of one month up to one and one-half years. Leave must be requested in writing to the Superintendent at least 90 days in advance of the leave. A tenured teacher desiring an extended leave as a result of becoming an adoptive parent must notify the Superintendent in writing, upon the initiation of such adoption proceedings. It is the responsibility of the applying teacher to keep the Superintendent informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. If circumstances change (e.g. the death of a child or a cancelled adoption), the leave request may be rescinded upon

approval of the Superintendent if a teaching position in the District for which the teacher is qualified is available.

A leave of less than one-half a year that terminates before or at the end of the school year is considered as one leave. This leave may be extended up through the end of the following year and will still count as one leave. A leave of one-half year or more that ends on the school year is considered as one leave.

The beginning and ending dates for extended personal absence leaves shall be determined by the Superintendent after consultation with the teacher and the program appropriate administrator. For a teacher's leave, the interest of the pupils in having regular and complete teaching service shall be paramount in the establishment of this date. Extended leave for teachers shall end at the end of the school year, and usually will not be granted in the middle of a school year. Nothing requires the Board to grant this type of leave and any grant is not precedential.

Leaves may be granted for such reasons as:

- a. Child adoption or child care
- b. Family affairs
- c. Health and hardship
- d. Other reasons at the discretion of the Superintendent and the Board wherein the pupils' interests are well served during the leave period.

Teachers on such leaves may continue insurance benefits at their cost for the full premium. Teachers will not advance on the salary schedule while on approved leave of absence without pay nor will they earn sick leave, but will have access to unused accumulated sick leave upon regaining status.

For seniority purposes other than salary, experience will accumulate during such extended personal absence leaves at the proportion of employment in effect at the time the leave is granted.

7.5 Partial Leave for Tenured Teachers with Annual Renewal

- A. Upon mutual agreement and where pupils' interest will be well served, a tenured teacher may be granted partial leave along with a part-time assignment without loss of tenure. Such leaves shall be for a period of one school year and shall be annually renewable by mutual agreement. When on such leave, the teacher shall be eligible for Board subsidy of fringe benefits based on the percentage worked.
- B. One full year of experience for seniority purposes other than salary shall be credited for each year of partial teaching service when combined with partial leave to provide the equivalent of a full-time assignment. Salary credit will be based on the percentage worked.

- C. Teachers may make job sharing proposals under this section for consideration by the Superintendent, and if recommended by the Superintendent, by the Board.
- D. Nothing requires the Board to grant this leave and any grant is not precedential.

7.6 Reduction in Force

- A. Annually a joint committee shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of the Illinois School Code. The joint committee shall be composed of six (6) members, three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Association. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any agreements reached by the joint committee must be approved by the affirmative vote of at least four members. Any agreements reached by the Joint Committee shall be communicated to the Superintendent and to the Association on or before February 1 of the year in which RIF Notices are to be sent out.

The Joint Committee must consider topics (1) through (5) listed below, may consider topic (6), may reach agreement on topics (1) through (3) and (6) and may make recommendations on topics (4) and (5).

- (1) Criteria for excluding from grouping 2 and placing into grouping 3 a teacher whose last two performance evaluations include a "needs improvement" and either a "proficient" or "excellent."
 - (2) An alternative definition for grouping 4 which must take into account prior ratings and may take into account other factors that relate to the school district's educational objectives. The alternative definition for Group 4 may not permit the inclusion of a teacher in Group 4 with a "needs improvement" or "unsatisfactory" rating on either of the teacher's last two ratings.
 - (3) Including within the definition of a rating a performance evaluation rating administered by a school district other than the school district determining the sequence of dismissal.
 - (4) Handling rating systems inconsistent with the ratings specified in subsection d. of Section 24A-5 of School Code.
 - (5) Considering whether a disproportionate number of teachers with greater seniority have received recent performance ratings lower than prior ratings. This will not impact the order of reductions in force.
 - (6) A definition of ratings to be used to determine the sequence of RIFs as an alternative to the overall rating on the annual or bi-annual evaluations under Article 24A.
- B. When the Board deems it necessary to undertake a reduction-in-force (RIF) of teachers, the Superintendent shall give the Association President written notice of

such determination at least thirty (30) days before the Board takes final action on such reduction.

By no later than March 1 of each school year, the Superintendent shall consult with the Association President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Association President with a copy by no later than 75 days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Association President of any changes in the list made between the time of consultation with the Association President and any RIF action taken by the Board, but in any event by no later than 45 days before the end of the school term.

Teachers dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by certified mail, return receipt requested, to the teacher at the last known address contained in the teacher's personnel file. In addition, such notification will be given to the telephone number and e-mail address provided by the teacher in writing to the Superintendent by no later than the teacher's last employment day. A copy of all such recall notices shall be sent to the Association President by the same method. Failure of the teacher to respond to the recall notice within fifteen (15) days of the last date notice is given as provided above, shall automatically terminate the teacher's right of recall.

- C. Where seniority is to be applied under Section 24-12 of the Illinois School Code and seniority in the district is equal, the following criteria shall be applied in descending order to break any ties in seniority:
1. The teacher with the least teaching experience in the subject matter of the remaining positions will be RIFed first.
 2. The teacher with the lowest placement attained on the salary schedule will be RIFed first.
 3. The teacher with the latest date of action by the Board to hire will be RIFed first.

If a tie remains after application of the above criteria, the tie will be broken by lot as determined by the President of the Association and a designee of the Superintendent.

- D. Tenured teachers reduced to less than full time service as a part of a RIF shall retain their tenure and accrue seniority on a pro-rata basis. Acceptance of part-time employment by such teachers shall in no way affect their rights to return to a full-time position.

7.7 Employment and Benefit Status of Reinstated Personnel

Tenured teachers honorably discharged due to a RIF and reinstated within the recall period established under the provisions of Section 24-12 of the Illinois School Code will retain tenure. Such teachers shall also be credited with sick leave benefits and salary placement accrued prior to dismissal. Sick leave benefits and salary placements of RIFed tenured teachers will be restored in the event of reinstatement on non-tenure status within two school years following the expiration of the period during which tenured reinstatement is provided by law.

Non-tenured teachers who are honorably dismissed due to a RIF or who resign due to birth or adoption of a child, and who are rehired within two school years, shall receive salary lane placement and the accumulated sick leave that they had at the time of dismissal or resignation.

ARTICLE VIII WORKING CONDITIONS

8.1 Temporary and Part-Time Personnel

Teachers assigned half-time or more shall be subject to all policies and procedures governing full-time employment, except as modified by the provisions of this Agreement. Salary shall be prorated based on the percentage of a full time assignment worked. For part-time teachers, the proportion of full-time scheduled salaries paid shall be used to determine the percentage of benefits for which the teacher is eligible.

<u>Teacher's Proportion Of Full-Time Salary</u>	<u>% of full time Board subsidy for health, dental, life and disability insurance benefits</u>
50%	65%
62%	85%
75%	100%

The following fringe benefits are available to all teachers prorated according to average daily hours:

- a. Sick leave
- b. Personal business leave

8.2 School Day

A. Teachers shall devote sufficient time to meet their professional responsibilities. Meetings of District and building committees on which teachers voluntarily serve, special education student periodic reviews and special education staffings may extend beyond the normal teacher workday as part of their professional responsibilities. In addition, music concerts, eighth grade graduation and parent meetings may extend beyond the normal teacher workday as part of their professional responsibilities.

B. For K-5 teachers, the normal teacher workday at school will be as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
8:30 – 4:00	8:30 – 3:30	8:30 – 3:45	8:30 – 3:45	8:30 – 3:15

For 6-8 teachers, the normal teacher workday at school will be as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
8:20 – 4:00	8:20 – 3:30	8:20 – 3:30	8:20 – 3:30	8:20 – 3:30

- C. Any required meetings beyond those considered part of a teacher's professional responsibilities which extend beyond the normal teacher workday shall be compensated at the curriculum stipend rate.
- D. Teachers (K-8) shall be required to attend one evening Curriculum Night and to participate in designated Parent Conferences and teacher institute days as part of their professional responsibilities. The normal teacher work day for parent-teacher conferences and teacher institute days shall be six hours in length. Teachers conducting evening parent conferences shall be given a compensatory half-day off for each parent conference evening.
- E. Teachers (6-8) may be required to provide one night of evening supervision per year as part of their professional responsibilities. Teachers (6-8) may be required to provide bus supervision for which the Supervision stipend will be paid.
- F. All teachers shall have a duty free lunch period equivalent to the student lunch period but no less than 40 minutes. Teachers shall have discretion over their lunch period including leaving the building during the lunch period provided they notify the school office of their departure.
- G. The Board recognizes the importance of instructional continuity. Teachers will not be required to attend more than the equivalent of 8 days of staff development during the student day per school term, unless the Superintendent gives written notice to the Association President explaining the need for, and the dates of, any such additional staff development days and, if requested by the Association President, discusses the need and the dates with representatives of the Association.

If a teacher requests additional staff development during the student day which would exceed the general limitation of 8 days referenced above, the teacher shall submit a written request to the Superintendent and the Association President explaining the need for, and the dates of, the additional staff development days and, if requested by the Superintendent, discusses the need and dates with the Superintendent or administrative designee.

The Association President shall be given written notice of the Superintendent's final decision under the first paragraph of this Section and the Association President and the teacher shall be given written notice of the Superintendent's final decision under the second paragraph of this Section.

8.3 Calendar

The school calendar shall consist of 185 days including five (5) emergency days, one of which will be used as a Record's Day if not needed as an emergency day. There shall be no meetings scheduled on the Monday afternoon of the weeks in which parent teacher conferences are held; however, parent-teacher conferences may be scheduled on Monday

afternoon as needed. To allow time for classroom preparation, no meetings shall be scheduled for the afternoons of the first two Institute Days of the year. In addition to this, adequate time for planning will be provided on the Institute Day of a Curriculum Night.

8.4 Class Size

The Board acknowledges the interest of teachers in the maintenance of reasonable class size consistent with the financial and physical resources of the District. Concerns with class size or make-up shall be discussed by the teacher with the building principal. In considering such concerns, the importance of maintaining the lowest teacher/pupil ratio at the K-2 grade levels, next at the 3-5 grade levels and then at the 6-8 grade levels should be recognized. The inclusion of Special Education students will also be taken into consideration when determining class size.

8.5 Inclusion

Any teacher experiencing significant problems with the inclusion of a special education student in the teacher's classroom may request a meeting with the Building Principal to discuss the problem and recommend remedies. The meeting shall take place with the Principal and/or designee within ten (10) school days of the teacher's request in writing to the Principal. The teacher may be assisted by an Association representative and the Principal may include other staff members knowledgeable about the problem as the Principal determines appropriate.

8.6 Planning Time

- A. Full-time K-5 teachers shall be provided a minimum of 180 minutes of aggregate individual planning time during a regular school week. Full-time 6-8 teachers shall be provided a minimum of 200 minutes of aggregate individual planning time during a regular school week. The Administration shall make a good faith effort to avoid infringing upon the teacher's individual preparation time to allow teachers to use such time to plan.
- B. Part-time teachers shall be entitled to pro-rated individual planning time per week.
- C. If the Administration is unable to obtain a substitute, teachers may voluntarily substitute for the absent teacher during their planning time. Grades 6-8 teachers who substitute during their planning time will be compensated at the curriculum stipend rate for the amount of time they substitute.

8.7 Assignment and Transfer of Teachers

It shall be the responsibility of the Superintendent to assign, or transfer, teachers to positions within the school system in which the Superintendent feels they can render the greatest service to the system. In doing so, the following procedures shall be observed:

- a. Vacancies in teaching positions will be announced or posted for at least seven (7) days before a final decision is made on the selection of the person to fill the vacancy, unless a shorter period is necessary to fill the vacancy to minimize disruption of the delivery of educational services to students. Vacancy notices will be announced in the District's electronic staff newsletter during the school term and, during the summer recess, posted in the central administrative office. The Association President will be provided with a copy of each vacancy notice at the time of announcement or posting. Internal building reassignments are not considered vacancies and need not be posted.
- b. Teachers requesting transfers to vacant teaching positions must file a written transfer request with the person designated and within the time provided in the notice of vacancy. A written acknowledgement must be sent to the teacher that the proper administrator has received this request. If the principal chooses not to honor the teacher's request, the teacher may request a conference with the administrator to discuss the decision. An Association representative may accompany the teacher. If not given the transfer, and upon request after the conference, the teacher must be given a letter summarizing the reasons for denial.
- c. The Administration will consider all internal candidates who apply for any vacant teaching position for which they are qualified and internal candidates will be notified of the final decision concerning their application.
- d. Except in emergency situations, a building administrator or the Superintendent shall meet with any teacher proposed for an involuntary transfer at least fourteen (14) days before a final decision on the transfer. The administrator shall consider the opinions of the affected teacher as part of the transfer decision-making process and notify, in writing, the teacher of any decision to involuntarily transfer the teacher, with a summary of the reasons for doing so, if requested by the teacher. Any teacher who is involuntarily transferred may have a conference with the Superintendent or central administrative office designee to review the involuntary transfer decision.

ARTICLE IX - SALARY

9.1 Salary, Teacher Benefits and Other Considerations

1. The Salary schedules for the 2011-12, 2012-13, and 2013-14 school years are attached as Appendices 1 through 3. Salary increases for the three years of the contract are as follows:

2011-2012:	2010-11 salary schedule remains in place, with all returning teachers receiving an off-schedule payment of 3.0% of their 2010-11 base salary, adjusted for lane changes and changes in part-time assignments
2012-2013:	Base salary increases 2.5%, step increases awarded based on the 2010-2011 salary schedule
2013-2014:	Base salary increases 2.15%, step increases awarded based on the 2012-2013 salary schedule

2. Credit for teaching experience prior to employment by School District 68 may be granted at the recommendation of the Superintendent. Such credit may be given on the basis of recent experience and quality of the teaching experience and may be credited up to 100%.

3. Credit for experience that falls into the general category of teaching, but is not commonly considered school teaching, will be given at the discretion of the Superintendent and the Board.

4. All college training must be acceptable toward a District-approved advanced degree program, or it must be approved for salary credit in advance by the Superintendent or designee if credit toward salary is to be given.

5. Credit for training is cumulative and salaries will be adjusted semi-annually, with full year credit earned for coursework completed by the first day of school and one-half year credit for coursework completed by January 31. All course completion or satisfaction of degree requirements must be verified by official university documents submitted to the personnel office.

6. Professional growth credit will no longer be offered, however, teachers who have previously earned index points through professional growth credit will continue to receive compensation as part of their annual salary. Teachers who currently have less than four professional growth credits will receive a one-time payment of \$125 per growth point except that growth points earned for Snowflake or Outdoor Ed will be paid out at the stipend rate in effect at the time they participated in those activities.

7. Graduate study beyond the master's degree may be compensated at the rate of 2 teacher salary index points (an index point being .01 of the base BA salary) for each block of eight (semester hours) to a maximum of 8 index points (except for current teachers in the PhD lane who would be grandfathered at 16 index points). No more than 6 index points may be allowed for non-graduate training. All such credit shall be allowed only upon the recommendation of the Superintendent or designee.
8. For teachers who participate in the National Board Certification program, the District will provide two release days over the course of the initial certification process and pay a one-time stipend of \$2,000 to the teacher upon completion of the certification. Teachers who have National Board Certification and choose to recertify will be provided with two release days over the course of the recertification process.

9.2 Salary Checks and Deductions

Beginning with the applicable period of service, the annual salary of teachers shall be paid in bi-weekly installments over twelve months unless the person completes the work year in a shorter period of time. If the work year is completed within ten months, the teacher shall be given the option of being paid in bi-weekly installments from September through the last day of school in June or over twelve months with the summer pay amounts included in the pay distributed on the last day of school.

Deductions shall include compulsory deductions for retirement, Social Security, Medicare, state and federal income taxes, and any other deductions required by law or provided for in this agreement. No other salary deductions shall be made without the expressed written request of the teacher.

9.3 Payroll Deduction for Teacher Retirement

As a condition of employment of each certificated teacher who is eligible to participate in the Teachers' Retirement System, payments for certificated teachers shall be deducted from salary payments and made to the Teachers' Retirement System in the percentage amount required by Illinois law.

9.4 Extra Pay for Extra Work

The Board shall identify extra duties and activities necessary to an exemplary educational program. Compensation for such duties and activities shall be as shown in the Extra Duty Appendix 4. If a fully qualified volunteer bargaining unit member cannot be found for a leadership position it shall be assigned to a suitably qualified teacher with compensation as shown in the Extra Duty Appendix. Required service in this category shall be limited

to two school years, subject to reassignment after a two school year break. Teachers serving in leadership roles must reapply after two consecutive years of service.

Fully qualified volunteers shall be solicited for activities. If a fully qualified volunteer bargaining unit member cannot be found for the activity it shall be assigned to a suitably qualified teacher with compensation as shown in the Extra Duty Appendix or to a non-bargaining unit staff member. Required service in this category shall be limited to two school years, subject to reassignment after a two school year break. Teachers receiving activity stipends must reapply after two years of service.

At OOH, a building activity committee consisting of a building administrator and teacher representatives will meet each year to review proposals for activities for the school year. Based on the annual building unit allocation, the committee will allocate units to support such activities. A unit is an activity or club that meets eight times after school or before school.

At the elementary schools, teachers propose club activity offerings to the principal or a building committee who will allocate units to support selected activities based on the annual building unit allocation. A unit is an activity or club that meets six times after school.

9.5 Mentoring

The mentoring program shall be described in Administrative Procedure and shall be conducted at each building at which there is a new regular full or part time teacher. The mentor shall serve for two consecutive school terms, provided there is a new regular full or part-time teacher for the second school term. Consideration will be given to adding a second mentor at a school should there be more than five new teachers. In such a case, a meeting will be held between the superintendent or designee, the building principal or designee, the president of the Education Association, and an Education Association representative from the school to discuss the addition of mentors. Compensation for mentors will be included in the Appendix listing Extra Duty Stipends.

ARTICLE X – BENEFITS

10.1 Health Care Expense Program

A Health Care Expense Program is available to District 68 teachers. The program includes premium conversion and a health care expense reimbursement account. Through this program, teachers may elect to have the cost of their District insurance premiums and up to \$4,000 per year in qualified health care expenses excluded from gross income for Medicare and income tax purposes.

The premium conversion portion of the program covers the teacher share of dental and health insurance (including HMOs) offered by the District.

The medical expense reimbursement account may be used only for those expenses allowable as tax deductions by the Internal Revenue Service (IRS). Any amount not so used shall revert to the District, as provided for in Federal regulations.

This program is subject to IRS non-discrimination provisions of the Internal Revenue System (IRS) code. Therefore, if at any time the program does not meet these provisions, the amount deducted under the program may become subject to treatment under then-current IRS regulations.

10.2 Dependent Care Assistance Program

The Board of Education shall make a Dependent Care Assistance Program available to teachers. Through this program, teachers may elect to have up to the lesser of \$5,000 (\$2,500 if married and filing separately) or maximum amount permitted under Section 129 of the Internal Revenue Code (IRC) per year deducted through a salary reduction agreement and exclude this amount from gross income for Medicare and income tax purposes. This money is to be used only to reimburse the teacher for dependent care expenses incurred under the program. Any amount not so used shall revert to the District, as provided for in Federal regulations.

This program is subject to the non-discrimination provisions of the Internal Revenue System (IRS) code. Therefore, if at any time the program does not meet these non-discrimination provisions, the amount deducted under the program may become subject to treatment under then-current IRS regulations.

10.3 Tax-Deferred Savings Plans

The Board shall sponsor 403(b) and 457(b) plans to be available to all eligible teachers of School District 68. To participate in the plans, teachers must complete a salary reduction agreement provided by the plan administrator and must select a 403(b) or 457(b) investment provider recognized by the plan.

10.4 Tuition Assistance

The Board shall pay fees for tuition and workshops and accredited degree programs taken outside the regular work day which are directly related to the teacher's current assignment and can be expected to enhance and improve the ability of the teacher to serve the educational needs of the District. In order to be eligible for reimbursement, a teacher must have completed three consecutive school years of full time teaching or, if part time, a teacher must have completed a minimum of four consecutive school years in at least a 50% teaching assignment.

The Board shall pay 70% of the tuition for eligible teachers engaged in accredited degree programs or other approved college courses up to an annual maximum of \$2,500 per teacher except that teachers in an approved Masters Degree program may receive up to \$4,500 per year.

The Board will pay 100% tuition reimbursement for undergraduate and graduate courses for teachers who are required by the District to take course work for retraining for full certification.

The Board shall pay registration fees required to receive credit for prescribed courses being pursued by all eligible teachers. Textbook, material, miscellaneous graduation fees, health, library, recreation, parking, transportation and housing fees are not paid.

All requests for tuition reimbursement described above shall be submitted in advance. A Tuition Reimbursement Committee will review all requests for tuition reimbursement and make recommendations for approval to the Superintendent or designee. The committee will be comprised of two administrative representatives appointed by the Superintendent and two teacher representatives from each building appointed by the Association. Teachers who have received reimbursement shall be required to submit evidence of satisfactory completion of such courses and workshops before any additional tuition reimbursement will be authorized.

When a teacher does not render services for at least 120 working days after completion of a reimbursable workshop or college course, a refund shall be made by the teacher to the District as follows:

- 100% refund for service of less than 60 working days after workshop or course completion

- 50% refund for service of 61 to 120 working days after workshop or course completion

Teachers who become disabled or leave employment at the initiative of the District shall not be required to return tuition payments.

Teachers who are awarded tuition waivers for supervising student teachers may apply those waivers toward payment of their personal tuition costs. In the event that the teacher chooses not to use the waiver, the waiver will be forwarded to the Association representative responsible for administering the dispersal of vouchers.

10.5 Retirement Benefits for Certificated Personnel

1. Introduction.

The following retirement plan (Plan) recognizes the contributions of teachers who have provided extended service to the students of District 68. The Plan is designed to provide such teachers with the opportunity to increase the earnings which the Illinois Teachers' Retirement System (TRS) will use to calculate the teacher's pension up to the limit above which TRS will impose penalties on the Board. Currently the TRS limitation is a 6% increase in creditable earnings over the previous school year.

2. Eligibility and Application.

To be eligible for the benefits of the Plan, a teacher must give timely and irrevocable notice of resignation and retirement effective at the end of the applicable school term and, as of the effective date of resignation and retirement:

- (a) have completed at least the equivalent of fifteen (15) years of full-time active service or twenty (20) years of part-time active service to the District, of which the last eight (8) must be continuous on either a full or part-time basis. An unpaid extended leave of absence under Section 7.4.2 of this Agreement shall not be deemed to interrupt continuous service for purposes of receipt of the benefits of this section.
- (b) be at least fifty-eight (58) years of age, or have at least thirty-five (35) years of creditable service.
- (c) have filed for participation in the retirement program of the Teachers' Retirement System of the State of Illinois (TRS).

A retiring teacher must provide the Superintendent with an irrevocable, written notice of resignation and retirement by February 1 of the year in which the Retirement Recognition Bonus is to be first paid, but in any event not later than February 1 of the last year of this Agreement. The last year for resignation and retirement under this section and receipt of a pre-retirement creditable earnings increase shall be three years after the expiration of this Agreement.

3. Retirement Incentive Bonus.

The eligible teacher who at the time of retirement is at least age 60 or has at least 35 years of TRS creditable service shall receive a Retirement Recognition Bonus (Bonus) of 155% of BA step 1. The eligible teacher who at the time of retirement is under age 60 and has less than 35 years of TRS creditable service shall receive a bonus of 155% of BA Step 1, reduced by 15% of BA Step 1 for each one-quarter school year that the teacher is under age 60. The Bonus will be calculated based on BA step 1 as of the year of retirement but not later than the final year of this Agreement. This Bonus will be pro-rated for a part-time teacher based upon his/her highest full-time equivalency during his/her final three years of employment.

The Bonus shall begin to be paid over a period of up to five years prior to retirement upon receipt by the Superintendent of irrevocable written notification of the teacher's resignation and intention to retire. Once a teacher submits this notice, the teacher will remain on the district salary schedule.

The Bonus shall be distributed as follows:

- Starting with the school year in which the notice is given, a portion of the available Bonus will be paid to increase each year's total TRS creditable earnings up to 6% over the previous year, for a maximum of five years. This amount shall be paid in two equal installments each applicable year, the first in December and the second in June. If necessary, the final paycheck will be adjusted to insure that the TRS limitation is not exceeded.
- A lump sum payment will be made to the teacher after the date of the teacher's retirement and last regular paycheck but in any event no later than thirty (30) days after the later of these dates. The amount of this payment will be the total Bonus amount less the Bonus payments made to increase the teacher's creditable earnings before retirement.

4. Sick Leave.

As part of the Plan, a teacher who gives the irrevocable, written notice of resignation and retirement by February 1 of the fifth year before resignation and retirement shall be credited with an additional 170 days of sick leave.

5. Planning.

Because a teacher may retire as early as age 55 and the teacher's pension is calculated by TRS using the creditable earnings from the best four consecutive years out of the last ten before retirement, planning for retirement begins at age 50. This is also the case from the Board's perspective because in those same years, the Board becomes subject to very expensive penalties from TRS if creditable earnings are paid to a teacher in excess of the TRS limitation. The Board also becomes subject to penalties if sick leave is granted beyond the normal allotment in the last four years before retirement.

The Superintendent will initiate the planning process by January 15 of the school year in which a teacher reaches age 50. The Superintendent will provide the teacher with a retirement planning form (Form) to be completed by the teacher and returned to the Superintendent by March 1 of the same school year. The information to be provided in the Form will include the number of years of creditable service the teacher has with TRS, the years of creditable service which may be available for purchase from TRS, the number of days of unused sick leave which the teacher has accumulated with other districts and the teacher's projected retirement date if the teacher has identified such a date. By May 1 of the same school year, the teacher and the Superintendent will meet to discuss the Form and questions or concerns the teacher may have about the Plan.

6. Creditable Earnings Limitations and Changes in a Teacher's Retirement Plans.

If a teacher participating in the Plan resigns prior to the date originally approved for his/her retirement for any reason other than death or physical or mental disability which permanently renders the teacher unable to perform his/her duties, the Board shall have no obligation to pay the remaining retirement enhancements which would otherwise have been due under the Plan. Additionally, the teacher shall repay to the Board all amounts of creditable earnings necessary to avoid the Board being subject to TRS penalties. Repayment shall be made by salary withholding to the extent possible, but in any event, the teacher shall make full repayment within thirty (30) days after the date of the teacher's resignation or, if later, after the Board's receipt of notice of penalties from TRS. If the teacher fails to make repayment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the teacher shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS. Finally, the Board shall pay to the teacher before retirement one dollar (\$1.00) for each of the 170 days of sick leave provided for in subparagraph 4 above that was not used, which days will then not be reported to TRS and for which the teacher shall not seek service credit from TRS.

If a teacher participating in the Plan or a member of the teacher's immediate family becomes ill or injured, resulting in the teacher's use of sick leave which then disqualifies the teacher for non-ERO retirement, the teacher may request, and the Board, in its sole discretion, may grant an extension of the retirement date by a minimum of one school term.

If a teacher participating in the Plan begins to receive the Bonus and a catastrophic life event (such as the death or serious illness of a spouse) causes the teacher to request to continue teaching in the District and the Board, in its sole discretion, accepts such request, the Board shall not be obligated to continue payment of the Bonus. The teacher shall then repay the entire amount of the Bonus paid to date. Such repayment may either be made in one lump sum or through a series of deductions from the teacher's salary, with final repayment to be made by the date which reflects the length of time the teacher received the retirement enhancement

(i.e., a teacher who received the Bonus for one year and then was permitted to rescind his/her retirement, must repay the retirement enhancements within one year). The teacher may also include in the request modification of the retirement date.

If a teacher is within four years of eligibility for TRS retirement but is not ready or eligible to participate in the Plan, the teacher may avoid the limitation set forth in the second-to-last paragraph of this section 10.5.6 by signing an agreement with the Board. The agreement will provide that if the teacher resigns and the Board becomes subject to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to avoid the penalties. Repayment shall be made by salary withholding to the extent possible, but in any event, the teacher shall make full repayment within 30 days after the date of the teacher's resignation or, if later, after the Board's receipt of notice of penalties from TRS. If the teacher fails to make repayment when due and the Board incurs attorney's fees to collect such repayment, through litigation or other collection efforts, the teacher shall reimburse the Board for its reasonable attorney's fees and other costs and expenses of collection. Upon repayment, an amended creditable earnings report shall be made by the Board to TRS. Entry into the agreement does not preclude the teacher from participation in the Plan, so long as the teacher meets the eligibility requirements and makes any repayments necessary for the Board to avoid penalties.

Notwithstanding any provision of this collective bargaining agreement other than as permitted in the paragraph immediately above, a teacher within four years of eligibility for

TRS retirement will be limited to a 6% increase in creditable earnings over the previous year if the payment of such creditable earnings could result in the Board being required to make a penalty payment to TRS. Any adjustments necessary to meet this limitation will be made to the teacher's creditable earnings in the teacher's final paychecks for the school year in which the TRS limitation could be exceeded.

Nothing in this part 6 relieves the Board of its obligation to pay penalties for excess sick leave or creditable earnings in the event TRS does not recognize the amended creditable earnings reports or the payment for sick leave as provided for above, after exhaustion of all review/appeal processes available to the Board to contest an adverse penalties decision by TRS.

7. Changes in TRS Laws or Regulations.

If the TRS law or regulations change in such a way: 1) that teachers would lose money toward their pensions or otherwise be financially burdened if they hold to their retirement year obligations made previously to the District; or 2) that cause the Board to become subject to penalties or unanticipated contributions to TRS, then the Board and the teachers, with Association representation, shall have the option to amend the retirement date and/or modify the timing of payments under the plan to achieve the least amount of monetary hardship to the teacher and the District.

10.6 Workers' Compensation

All work related injuries must be reported to the person designated by the Superintendent. A teacher receiving workers' compensation temporary total disability payments shall retain the check from the Board's insurer for such benefits. If the teacher has available sick leave, the Board shall pay the teacher one-third of the teacher's regular salary amount per work day of absence and charge the teacher's sick leave one-third of a day.

ARTICLE XI – EVALUATION

The Board and the Association agree that the teacher evaluation plan is primarily designed to improve teacher performance and, thereby, student achievement. An essential element of the teacher evaluation plan is to promote professional growth and lifelong learning based on a positive, collaborative approach among educational staff members, administrators and other professionals within the School District. To help achieve these goals, the teacher evaluation plan should be revised and updated periodically.

During the term of this Agreement, a joint committee will review and evaluate the existing teacher evaluation plan under Article 24A of the Illinois School Code. The committee shall be composed of sixteen members, up to eight members to be appointed by the Superintendent and eight members to be appointed by the Association president. The committee shall strive to reach consensus on all issues in a manner similar to that of previous evaluation plan committees. Where a majority of the committee is unable to agree on changes to the teacher evaluation plan, the Board and the Association will negotiate procedural changes. If agreement is not reached on procedural changes after good faith negotiations to impasse, the Board may implement the changes. Substantive changes may be made by the Board after input from the Committee. All changes are subject to final approval by the Board.

ARTICLE XII - EFFECT OF AGREEMENT

12.1 No Strike

During the term of this Agreement, neither the Association nor any teacher will instigate or participate in any strike, sympathy strike, picketing or other concerted activity which interrupts the operations of the District.

12.2 Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this agreement. The Board shall not change any express term or condition contained in this Agreement without negotiating the change with the Association.

ARTICLE XIII - DURATION OF AGREEMENT

This agreement shall commence August 22, 2011 and terminate at the close of the day before the start of the 2014-15 school term.

Board of Education

Education Association

David Beller
Board of Education President

Lila Ardell
Education Association Co-President

Attest:

Beth Millard
Board Secretary

Rosanne Ward
Education Association Co-President

Date

Date

APPENDIX 1 - TEACHERS' SALARY SCHEDULE 2011-12

	BA	BA+16	MA	MA+8	MA+16	MA+24	MA+32
Steps	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1	46,351	48,669	51,913	52,840	53,767	54,694	55,621
2	47,742	50,059	53,767	54,694	55,621	56,548	57,475
3	50,059	51,913	56,085	57,012	57,939	58,866	59,793
4	52,377	54,231	58,402	59,329	60,256	61,183	62,110
5	54,694	56,548	60,720	61,647	62,574	63,501	64,428
6	56,548	58,866	63,501	64,428	65,355	66,282	67,209
7	58,866	60,720	66,282	67,209	68,136	69,063	69,990
8	60,720	62,574	69,063	69,990	70,917	71,844	72,771
9	62,110	64,428	71,844	72,771	73,698	74,625	75,552
10	63,501	65,818	74,625	75,552	76,479	77,406	78,333
11	64,891	67,209	77,406	78,333	79,260	80,187	81,114
12	66,282	68,599	80,187	81,114	82,041	82,968	83,895
13	67,209	69,990	82,968	83,895	84,822	85,749	86,676
14	68,136	71,381	85,749	86,676	87,603	88,530	89,457
15	68,599	72,771	88,994	89,921	90,848	91,775	92,702
16	69,063	73,466	89,921	90,848	91,775	92,702	93,629
17	69,527	74,162	90,848	91,775	92,702	93,629	94,556
18	69,990	74,857	91,775	92,702	93,629	94,556	95,483
19	70,454	75,552	92,702	93,629	94,556	95,483	96,410
20	70,917	76,247	93,629	94,556	95,483	96,410	97,337
21	71,381	76,943	94,556	95,483	96,410	97,337	98,264
22	71,844	77,638	95,483	96,410	97,337	98,264	99,191
23	72,308	78,333	96,410	97,337	98,264	99,191	100,118
24	72,771	79,028	97,337	98,264	99,191	100,118	101,045
25	73,235	79,724	98,264	99,191	100,118	101,045	101,972
26	73,698	80,419	99,191	100,118	101,045	101,972	102,899
27	74,162	81,114	100,118	101,045	101,972	102,899	103,826
28	74,625	81,810	101,045	101,972	102,899	103,826	104,753
29	75,089	82,505	101,972	102,899	103,826	104,753	105,680
30	75,552	83,200	102,899	103,826	104,753	105,680	106,607

APPENDIX 2 - TEACHERS' SALARY SCHEDULE 2012-13

	BA	BA+16	MA	MA+8	MA+16	MA+24	MA+32
Steps	Amount	Amount	Amount	Amount	Amount	Amount	Amount
0	46,351	48,669	51,913	52,840	53,767	54,694	55,621
1	47,510	49,886	53,211	54,161	55,112	56,062	57,012
2	48,935	51,311	55,112	56,062	57,012	57,962	58,912
3	51,311	53,211	57,487	58,437	59,388	60,338	61,288
4	53,686	55,587	59,863	60,813	61,763	62,713	63,663
5	56,062	57,962	62,238	63,188	64,139	65,089	66,039
6	57,962	60,338	65,089	66,039	66,989	67,939	68,890
7	60,338	62,238	67,939	68,890	69,840	70,790	71,740
8	62,238	64,139	70,790	71,740	72,690	73,641	74,591
9	63,663	66,039	73,641	74,591	75,541	76,491	77,441
10	65,089	67,464	76,491	77,441	78,392	79,342	80,292
11	66,514	68,890	79,342	80,292	81,242	82,192	83,143
12	67,939	70,315	82,192	83,143	84,093	85,043	85,993
13	68,890	71,740	85,043	85,993	86,943	87,894	88,844
14	69,840	73,165	87,894	88,844	89,794	90,744	91,694
15	70,315	74,591	91,219	92,169	93,120	94,070	95,020
16	70,790	75,303	92,169	93,120	94,070	95,020	95,970
17	71,265	76,016	93,120	94,070	95,020	95,970	96,920
18	71,740	76,729	94,070	95,020	95,970	96,920	97,871
19	72,215	77,441	95,020	95,970	96,920	97,871	98,821
20	72,690	78,154	95,970	96,920	97,871	98,821	99,771
21	73,165	78,867	96,920	97,871	98,821	99,771	100,721
22	73,641	79,579	97,871	98,821	99,771	100,721	101,671
23	74,116	80,292	98,821	99,771	100,721	101,671	102,622
24	74,591	81,005	99,771	100,721	101,671	102,622	103,572
25	75,066	81,717	100,721	101,671	102,622	103,572	104,522
26	75,541	82,430	101,671	102,622	103,572	104,522	105,472
27	76,016	83,142	102,622	103,572	104,522	105,472	106,422
28	76,491	83,855	103,572	104,522	105,472	106,422	107,373
29	76,966	84,568	104,522	105,472	106,422	107,373	108,323
30	77,441	85,280	105,472	106,422	107,373	108,323	109,273

APPENDIX 3 - TEACHERS' SALARY SCHEDULE 2013-14

	BA	BA+16	MA	MA+8	MA+16	MA+24	MA+32
Steps	Amount	Amount	Amount	Amount	Amount	Amount	Amount
0	47,324	49,692	53,003	53,950	54,897	55,842	56,789
1	48,508	50,933	54,329	55,299	56,269	57,239	58,210
2	49,963	52,389	56,269	57,239	58,210	59,180	60,150
3	52,389	54,329	58,695	59,665	60,635	61,605	62,575
4	54,814	56,754	61,120	62,090	63,060	64,031	65,001
5	57,239	59,180	63,545	64,516	65,486	66,456	67,426
6	59,180	61,605	66,456	67,426	68,396	69,366	70,337
7	61,605	63,545	69,366	70,337	71,307	72,277	73,247
8	63,545	65,486	72,277	73,247	74,217	75,187	76,158
9	65,001	67,426	75,187	76,158	77,128	78,098	79,068
10	66,456	68,881	78,098	79,068	80,038	81,008	81,979
11	67,911	70,337	81,008	81,979	82,949	83,919	84,889
12	69,366	71,792	83,919	84,889	85,859	86,829	87,799
13	70,337	73,247	86,829	87,799	88,770	89,740	90,710
14	71,307	74,702	89,740	90,710	91,680	92,650	93,620
15	71,792	76,158	93,135	94,106	95,076	96,046	97,016
16	72,277	76,885	94,106	95,076	96,046	97,016	97,986
17	72,762	77,613	95,076	96,046	97,016	97,986	98,956
18	73,247	78,340	96,046	97,016	97,986	98,956	99,926
19	73,732	79,068	97,016	97,986	98,956	99,926	100,897
20	74,217	79,796	97,986	98,956	99,926	100,897	101,867
21	74,702	80,523	98,956	99,926	100,897	101,867	102,837
22	75,187	81,251	99,926	100,897	101,867	102,837	103,807
23	75,672	81,979	100,897	101,867	102,837	103,807	104,777
24	76,158	82,706	101,867	102,837	103,807	104,777	105,747
25	76,643	83,434	102,837	103,807	104,777	105,747	106,718
26	77,128	84,161	103,807	104,777	105,747	106,718	107,688
27	77,613	84,889	104,777	105,747	106,718	107,688	108,658
28	78,098	85,617	105,747	106,718	107,688	108,658	109,628
29	78,583	86,344	106,718	107,688	108,658	109,628	110,598
30	79,068	87,072	107,688	108,658	109,628	110,598	111,568

APPENDIX 4 - EXTRA DUTY STIPENDS

Leadership Stipends	2011-12	2012-13	2013-14
Elementary Leadership and Assessment Team	2,500	2,500	2,500
Junior High Team Leaders	3,500	3,500	2,500
Department Chairs - Math & LA	3,500	3,500	3,000
Department Chairs - Social Studies, Science, Special Ed.	3,000	3,000	2,000
Department Chairs - Encore	1,200	1,200	500
District Specials Coordinators (a)	1,900	1,900	1,500
District PE Coordinator		3,000	3,000
Mentor	550	550	550
Activity Stipends			
Sports			
Athletic Director	1,500	1,500	1,500
Volleyball	2,100	2,100	2,100
Basketball	2,300	2,300	2,300
Soccer	2,100	2,100	2,100
Track & Field	508	508	508
Cheerleading	1,205	1,205	1,205
Intramurals - OOJH	3,798	3,798	3,798
K-5 After School Sports	3,798	3,798	3,798
Elementary Activities			
Outdoor Education Teacher	633	633	633
After School Academic Program (b)	2,185	2,185	2,185
Other Activities - per unit (c)	187	187	187
OOJH Activities			
6th Grade Play (split by teachers)	823	823	823
All School Play (split by teachers)	2,134	2,134	2,134
Student Publication	1,769	1,769	1,769
Science Olympiad (per event) (d)	373	373	373
Snowflake Coordinator	2,481	2,481	2,481
Snowflake Teacher (b)	254	254	254
Student Leaders	1,520	1,520	1,520
Yearbook Editor	1,500	1,500	1,250
Choir	1,205	1,205	1,205
After School Academic Program (b)	3,277	3,277	3,277
Other Activities - per unit (c)	249	249	249
Hourly Work			
Curriculum development, staff development meetings	32.10	32.10	32.10
Supervision, other (e)	28.20	28.20	28.20
(a) District Specials Coordinators include the K-8 Art Coordinator, Gifted Education Program Coordinator and Instrumental Music Coordinator.			
(b) Stipend to be paid on time sheet - academic program at the curriculum development hourly rate and Snowflake at the supervision hourly rate			
(c) A unit is an activity or club that meets 6 times at the K-5 Schools and 8 times at OOJH. Stipend to be paid on a time sheet at the supervision hourly rate			
(d) One additional stipend (\$373) to be paid per coach if team qualifies for state tournament regardless of number of events handled by that coach			
(e) The category "Supervision, other" includes lunch/recess supervision (except for indoor recess), morning supervision at OOJH, computer lab supervision, bus supervision at OOJH, all-school detention supervision and any required evening supervision beyond contract expectations			