

CONTRACT BETWEEN

The Board of Education of
Community Consolidated School District 146

&

Tinley Council of Local 604, IFT/AFT
Illinois Federation of Teachers
American Federation of Teachers

2007-2011

**COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 146**

AGREEMENT

This agreement is made and entered into this 24th day of May, 2007 by and between the Board of Education of District 146, Cook County, Tinley Park, hereinafter referred to as the “BOARD” and Tinley Council of Local 604 of the Illinois Federation of Teachers/American Federation of Teachers, hereinafter referred to as the “UNION” for the purpose of setting salaries, wages, working conditions and fringe benefits of the bargaining unit defined herein.

All provisions shall remain unchanged for the duration of the agreement, namely until July 31, 2011.

ARTICLE I

RECOGNITION, SCOPE, AND JURISDICTION

1.1 **Recognition**

The Board of Education of Community Consolidated School District 146, Tinley Park, Illinois, hereinafter referred to as the *Board*, hereby recognizes the Tinley Council of Local 604 of the Illinois Federation of Teachers/American Federation of Teachers, hereinafter referred to as the *Union*, as the sole bargaining agent, with regard to wages, hours, and other terms and conditions of employment, for the bargaining unit that includes all full and part-time non-administrative certified personnel employed in the District.

The following positions and/or categories are excluded from the bargaining unit: nurses, Co-op teachers, aides and other ESP employees, and any other supervisory, managerial, confidential, and short-term employees in the District.

1.2 **Definition of Teacher**

When used hereinafter in this Agreement, the term *Teacher* shall refer to a member of the teacher bargaining unit as described in Section 1.1 above, except as expressly stated otherwise.

1.3 **Part-Time Teachers**

Part-time Teachers are defined as those Teachers who are hired on less than a full-time basis for the school year (i.e., not including substitutes). Working conditions of part-time Teachers shall be set forth in a Memorandum of Understanding attached to this Agreement and incorporated herein.

1.4 **Conflict Between Policy and Agreement**

In the event any policy, rule, or regulation of the Board is in conflict with any provision of this Agreement, the provisions of the Agreement shall prevail.

1.5 **Implementation**

The Board agrees to implement its rules and policies as they pertain to Teachers.

ARTICLE II

TEACHER WORKING CONDITIONS

2.1 **Teacher Facilities**

Each Teacher shall have an assigned room in which to teach his/her students, which need not be permanent. Each Teacher shall also have a desk, computer, and a filing cabinet not necessarily located, however, in a room in which he/she teaches.

2.2 **Classroom Security**

Teachers shall be informed if any article is removed from a Teacher's classroom.

2.3 **Health and Safety**

A. Safe and healthful conditions shall be maintained throughout District schools. Health and safety conditions may be grieved only up to and including the third step of the grievance procedure set forth in Article X of this Agreement.

B. A Teacher is expected to work with Administration when a student is disruptive and causes physical harm. If the situation is not resolved, then the Teacher may use the remedies available under Board Policy 7:190, Student Discipline.

2.4 **Lesson Plans**

Teachers shall be required to have weekly lesson plans available for the principal's review on request. This clause shall not be construed to mean, however, that a principal may require the submission of lesson plans as a matter of indiscriminate policy.

2.5 **Professional Courtesy**

Administrators and Teachers shall treat each other with professional courtesy.

2.6 **Classroom Interruptions**

There shall be limited use of the intercom, such as in cases of emergency, other than regularly scheduled times. Classroom telephones should be placed in the "do not disturb" mode during instructional time. The office can override this if an emergency arises.

2.7 **Assignment of Grades**

The responsibility and prerogative for assigning grades to students within the grading policies of the District rests primarily with the classroom Teacher. A grade may be changed in accordance with the procedures and reasons established in Board policy, provided that a Teacher shall be notified concerning the nature and reasons for any grade change. (*School Code, 10-20.9a*)

2.8 **Substitutes for Staffing**

If special education staffings are held during the classroom time of the regular education classroom Teacher involved, a substitute will be provided when needed. If staffings are held during the classroom time when a special education Teacher is involved, a substitute may be provided.

2.9 School Year, Work Day, and Calendar

- A. The school year for all Teachers shall consist of 176 pupil attendance days and four institute days. Although the school calendar must provide for 185 Teacher work days, sufficient holidays will be given, unless required for emergency closings, to ensure that the total number of 180 Teacher work days will not be exceeded.
- B. The Teacher work day will be seven (7) hours in length, including a duty-free lunch, but exclusive of all other professional responsibilities expected of Teachers. Reporting time for Teachers before the student day and Teacher-release times after the student day shall be established by the District, as well as the times of the student day. On SIP days, Teachers in all buildings will report to their assigned building at 8:00 and be dismissed at 3:00 p.m., with an hour for lunch. With the approval of the Superintendent, building Principals may alter the before/after school hours of Teachers to provide flexibility in special or emergency circumstances.
- C. Prior to submitting calendar options or changes to the previously adopted calendar to the Board for official action, the Administration and Union will meet and collaborate on the proposed options or changes to the calendar.

2.10 Personal Plan Time

During the term of this Agreement, Teachers shall have planning time as set forth in the Memorandum of Understanding attached to this contract and incorporated herein. As a general rule, use of personal plan time for conferences and meetings will be up to the Teacher's discretion.

Teachers may occasionally leave the building during non-teaching periods providing they sign out, indicating destination/purpose and expected time of return, and sign in upon return to the building. The Board and the Union agree that Teachers shall not leave the building on a regular basis.

2.11 Key to Assigned Room

Each Teacher shall have a key or key card to his/her assigned room.

2.12 Building Meetings

- A. There may be no more than two (2) regularly scheduled, after-school meetings per month, unless an emergency circumstance arises. If any additional meetings are necessary, prior approval must be obtained from the Superintendent. Teachers are expected to attend all meetings.

- B. In general, Mondays should be set aside for building and/or Union meeting use. These dates will be mutually agreed upon by the Administration and the Union.
- C. Whenever possible, important information will be disseminated by use of bulletins and/or email in lieu of calling meetings.
- D. Meetings will last no longer than one (1) hour after student dismissal unless mutually agreed by a majority of the staff to continue.

2.13 Required Technology Competencies

Teachers will be expected to enhance their use of technology. To ensure that technology is used appropriately to support the program and that students are trained in the use of this technology, it is agreed that Teachers will participate in required training designed to move them through the levels of competencies outlined in the District-adopted technology plan. For all new and updated technology that is purchased and put in place, the District will provide training for Teachers.

2.14 School Improvement

SIP time is allocated for the purpose of increasing Teacher and student learning. SIP activities include, but are not limited to

- school improvement planning
- staff development
- instructional planning
- curriculum development
- technology application
- consultation
- conference preparation
- additional parent/teacher conference time

A District panel of Administrators, Principals, the Union President, and Teachers will jointly plan/develop the School Improvement calendar for the year. Each building's School Improvement Team will develop each day's schedule, which will be submitted to the Superintendent.

2.15 Evaluation of Schools

A Principal, if requested by a majority of the Teachers in his/her building, shall conduct an evaluation of the state of the school in conjunction with a Teacher-elected team of Teachers. Such evaluation shall be limited to once each school term. The purpose of such evaluation shall be mutually agreed upon by the Principal and Teachers. The evaluation shall be conducted at a mutually agreed upon time by the Principal and Teachers when the students are not in attendance and when no institute, inservice training workshop, or faculty meeting is scheduled. The final report of the findings of the team shall be sent to the Superintendent, the Board, and the President of the Union. Service on the evaluation team shall be without pay.

2.16 School Discipline

The responsibility of maintaining discipline shall rest with the parents, Teachers, and Administration. Repeated violators of school disciplinary policy shall be referred to the proper administrative office with a report of the reasons therefore. The Teacher will be notified of the action taken by the administration office.

2.17 Supplies

Teachers of each school shall make recommendations to the Administration with respect to the types and amounts of instructional supplies ordered for that school.

2.18 Certification of Teachers/Local Professional Development Committee (LPDC)

- A. It shall be the responsibility of the Teachers in the District to register their certificates with County Superintendent and submit the proper fees to the administration for forwarding to the County Superintendent.
- B. Size of Local Professional Development Committee (LPDC) – The LPDC shall consist of three (3) classroom Teachers; the Superintendent or designee; and one (1) at-large member who shall be either a parent, a member of the business community, a community member, or an Administrator. The President of the Union shall select the classroom Teachers. The Board or designee shall select the other members. The District shall designate and fund a secretary to facilitate recordkeeping of the committee.
- C. Terms of Service and Vacancies – Those members appointed to an LPDC shall serve terms of five (5) year periods. The initial term shall be staggered so that the members’ initial terms expire after one, two, three, four, and five years; the classrooms Teachers’ terms shall expire after the first, third, and fifth year. The Superintendent or designee term shall expire after the fourth year. The term of the other position shall expire after the second year. Members may be re-appointed.
- D. Number of the LPCD’s and Whom They Serve – The District shall have one (1) LPDC to serve all the Teachers of the District. If the Committee needs additional members, they shall be appointed in the same manner as in Section B above. They shall be added in the same ratio, three (3) classroom Teachers, one (1) Superintendent/designee, and one (1) business/community member.
- E. Released Time/Compensation/Manner of Payment – Each member of the LPDC appointed by the Union shall receive release time to work during the regular school day to meet with other committee members and to complete the work of the committee. An hourly stipend of \$28.00 for the 2007 – 2008 year, \$29.50 for the 2008 – 2009 school year, \$31.25 for the 2009 – 2010 school year, and \$33.00 for the 2010-2011 school year shall be paid for work done beyond the regular school day.

- F. Hold Harmless – The District shall protect and hold harmless all members of the LPDC that have been appointed by the Union for any action taken as a member of this Committee.
- G. All Inservice/SIP Days shall meet requirements certification renewal.

2.19 Class Size

If a Teacher has a concern related to his/her class size or composition, he/she has the right to address the concern in writing, with a copy to the Superintendent, and explore possible solutions with the building Principal. The discussion between the Principal and the Teacher should be completed within ten (10) school days from the time the Principal receives the letter.

Automatic reviews shall occur at the following class size:

K - 2	22
3 - 5	24
6 - 8	29
Encore	25

2.21 Academic Freedom

If any individual or group of individuals attempts to censor any textbooks, library materials, other instructional materials, teaching methods, or topics, the following procedures will be followed.

- A. All objections and complaints regarding any of the above must be submitted to the Superintendent in writing and signed by the resident of the District making the complaint.
- B. Written objections and complaints will be reviewed by a committee composed of three (3) Teachers appointed by the Union President and three (3) members of the Administration appointed by the Superintendent.
- C. The committee will submit its findings and recommendations in writing to the Superintendent, who will convey them to the Board. The Board agrees not to act on the matter before receiving and studying the recommendations of the committee, except in case of emergency.
- D. Any textbook, library materials, other instructional materials, teaching methods, or topics shall remain in use in the District until the Board takes action to remove the material or prohibit the teaching method or topics, except in cases of emergency.

2.22 Personnel File

- A. Only one official file shall be kept for each Teacher in the District. Such file shall be in the Central Administration Office and shall be available to the Teacher, except for confidential materials exempt by law, such as letters of

reference and documents that disclose personal information about a person other than the Teacher. (*Personnel Record Review Act*, Section 10)

- B. Each Teacher shall have reasonable access to his file and shall have the right to insert materials relevant to his/her service in the District or his/her qualifications in general.
- C. Teachers shall have the right, at their expense, to have photocopies of any material, except for those documents exempt by law from access. Neither a Teacher's complete file nor any of its contents shall be copied nor made known to any unauthorized persons without his/her permission.
- D. No disciplinary material shall be added to a Teacher's file with notifying the Teacher. The Teacher shall be asked to sign and date the material. The signature indicates that the Teacher has read the materials; however, it does not imply agreement with its content. If the Teacher refuses to sign and date the copy, a notation to that effect will be placed in the Teacher's file with the materials.
- E. The Teacher shall have the right to attach dissenting material to any item in his/her file.

ARTICLE III

TEACHER ASSIGNMENTS, TRANSFER, SENIORITY, AND RIF

3.1 Assignments

Teachers shall be notified in writing of their tentative assignments for the following school term, as to grade level, school, and/or subject area on or before the end of the school term.

In the event a Teacher is involuntarily transferred to another building or reassigned to another grade level or subject area thirty (30) days or less prior to the opening of school, the Teacher shall be paid his/her hourly rate for up to ten (10) hours for preparation and planning, as the Teacher deems necessary. If the transfer is the result of Teacher request, this compensation does not apply.

3.2 Request for Transfer/Reassignment

A. Teachers' requests for transfer to another building shall be submitted in writing to the Superintendent no later than March 15.

B. Teachers' requests for reassignment to teach a different grade level or subject area shall be submitted in writing to the Building Principal no later than March 15.

3.3. Involuntary Transfer

Although Teachers may be involuntarily transferred to another building or reassigned to another grade level or subject area, the Administration will attempt to avoid such transfers without conversation with the Teacher. If a Teacher is transferred to another building due to a position closing and that position opens again prior to August 1st, he/she will be given first consideration to return to the original position.

Teachers who are involuntarily transferred will be compensated their hourly rate for one (1) day's time in setting up their new classrooms. One (1) day's time may be spent as seven (7) hours, or it may be used on two (2) days at three and one-half (3 ½) hours each.

3.4 Notification of Vacancies

Prior to filling positions on a permanent basis, the District shall notify Teachers through the school email system of all vacancies for teaching during the school year and for summer school, administration, and interscholastic athletic coaching positions in the District. Teachers interested in such positions shall submit their applications in writing to the Superintendent or his/her designee.

3.5 Employment of Staff

In cases where additional staff may be required the Superintendent shall consider giving preference to employment of Teachers rather than educational support personnel.

3.6 Seniority

Seniority shall be defined as the length of consecutive years of full-time tenured teaching service in the District and shall accumulate from the date of original hire of a Teacher. The original date of hire shall be deemed to be either the first day worked or the Board's employment approval date, whichever occurs first. In the event of any ties in seniority, the following factors shall be used in the order indicated to determine a tenured-Teacher's seniority ranking:

- A. Total consecutive years of service as a Teacher in the District (full- and part-time service);
- B. Advanced degrees, multiple endorsements, and/or graduate hours in the Teacher's current assignment;
- C. The Teacher's quality of performance as reflected by the Teacher's evaluations in the District and by recognized special contributions made to the education of students.
- D. Total years of non-consecutive teaching service in the District.

In the initial year of employment, any full-time Teacher whose start date is prior to November 1 shall earn one (1) full year of seniority credit. Full-time Teachers who actively work at least ninety (90) school days shall earn one (1) year of seniority credit for each year worked in the District. However, a Teacher whose initial start date is November 1 or later shall not earn seniority credit for that year. Part-time Teachers shall earn one half ($\frac{1}{2}$) year of seniority credit for each full year worked. A Teacher does not accrue seniority while on an unpaid leave of absence (excluding FMLA leave for eligible Teachers) or while on recall.

Example: If a Teacher eligible for FMLA uses 18 weeks of temporary disability leave for a personal illness one year, the first 12 weeks designated as FMLA leave are credited towards seniority and only the 6 remaining weeks of unpaid disability leave are deducted from the Teacher's seniority credit for that year. If the Teacher has enough accumulated sick leave to cover up to these 6 weeks, then no time is deducted from the Teacher's seniority credit.

The District shall maintain a seniority list for tenured Teachers and a separate list indicating probationary Teachers in alphabetical order. Annually, but no later than January 15, the District shall post seniority lists for Teachers and provide a copy to the Union President. Teachers shall be afforded at least five (5) work days to submit corrections to the seniority list to the Superintendent; no further corrections to the list shall be made until the following year. Teachers who are absent during the

corrections time period may contact the Superintendent upon their return to submit changes. Final copies of the seniority list shall be prepared by each February 1st for posting, with a copy provided to the Union.

3.7 Reduction-in-Force and Recall

If a full-time Teacher is removed or dismissed as a result of a decision by the Board to decrease the number of Teachers or to discontinue some particular type of teaching service, the following provisions shall apply:

- A. Written notice shall be mailed to a tenured Teacher and also given to the Teacher either by certified mail, returned receipt requested, or by personal delivery with receipt, at least sixty (60) days before the Teacher is removed or dismissed, together with a statement of honorable dismissal and the reason for the reduction-in-force.
- B. The Board shall first remove or dismiss all probationary Teachers before removing or dismissing any tenured Teacher who is legally qualified to hold a position currently held by a probationary Teacher. The tenured Teacher with the shorter length of seniority in the District shall be dismissed first.
- C. If the Board has any vacancies during the recall period established under the *School Code*, the positions becoming available shall be offered to the tenured Teachers removed or dismissed according to reverse seniority at the time of their release, provided they are qualified to hold such position.
- D. Notice of recall shall be sent to a Teacher who has been honorably dismissed by certified mail (return receipt requested) to the last address submitted to the Board by the Teacher. The Teacher must notify the Board in writing, within ten (10) calendar days of receipt of the offer, of the acceptance or rejection of any vacant position tendered to the Teacher during the recall period. Any Teacher who fails to notify the Board of his/her acceptance or rejection of an offered position within the time lines set forth above shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. A Teacher who timely responds and declines the offered position shall remain on the recall list, but will be placed at the bottom of the list.
- E. If a Teacher is released and recalled to a position within the legal recall period, the reduction-in-force shall not constitute a break in service with District 146.
- F. The Board's determination in every case as to sequence of removal, dismissal, or reemployment shall be final.
- G. The Board will consult with Union leadership prior to taking any action which might result in reduction in staff.

ARTICLE IV

LEAVES

4.1 Sick Leave

- A. Full-time Teachers shall be granted paid sick leave at the beginning of each year as indicated below. Part-time Teachers shall receive pro-rata sick leave. A sick day equals the number of hours that a Teacher is scheduled to work. There shall be no limits on accumulation of unused sick days. The determination of the annual sick leave allocation shall be based on the Teacher’s accumulated sick leave as of the last Teacher work day of the previous year.

Years of Service	Accumulation	Days Awarded
1-9	NA	12
10-14	110	12 + 1
15+	170	12 + 2

Sick leave shall be used in cases of personal illness, quarantine at home, or serious illness or death of anyone residing in the household or immediate family, defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.

- B. The Superintendent or designee may require a physician’s certificate, at the Teacher’s expense, as a condition for paying sick leave after a Teacher has been absent for three (3) consecutive days for personal illness, or as it deems necessary in other cases. (*School Code, 24-6*)

If the Superintendent or designee requires a certificate during an absence of less than three (3) days or the Board formally directs a Teacher to undergo a physical examination after the initial medical examination required for employment, the District shall pay the expenses incurred by the Teacher. (*School Code, 24-5 and 24-6*)

Teachers must provide, at their own expense, any medical verification required for a leave of absence.

4.2 Temporary Disability

Any full-time Teacher who is absent because of personal disability or incapacity shall be deemed temporarily disabled and afforded a leave of absence for an extended period up to the maximum time indicated below. A Teacher on temporary disability leave shall not accrue any benefits, such as advancement on the salary schedule or

sick leave, while on said leave. Temporary disability leave shall run concurrently with any accumulated sick leave, personal leave, and FMLA leave available to the Teacher and shall be calculated on the “rolling backwards” method used for FMLA eligibility during a 12-month period (see Article 4.16 of Agreement).

Employed in District	Temporary Disability Maximum Leave
0 through 1 year -	30 consecutive school days.
2 through 4 years -	60 consecutive school days, or the exhaustion of paid leave, whichever happens last.
5 through 9 years -	less than 90 consecutive school days or for less than 90 out of 120 intermittent school days from the same illness or incapacity, OR the exhaustion of paid sick leave, whichever happens last.
10 through 14 years -	less than 120 consecutive school days or for less than 120 out of 160 intermittent school days from the same illness or incapacity, OR exhaustion of paid sick leave, whichever happens last.
15 or more years -	less than 180 consecutive school days or for less than 180 out of 210 intermittent school days from the same illness or incapacity, OR exhaustion of paid sick leave, whichever happens last.

Further, the Board, in its sole discretion, may grant any Teacher who is deemed permanently disabled (i.e., absent for more consecutive school days than allowed above) and whose accumulated sick leave has been exhausted an extended unpaid leave of absence in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Articles 4.16 of this Agreement. Pregnancy shall be treated as any other disability or incapacity for purposes of this provision.

4.3 Extended Personal Illness Leave

When any Teacher exhausts all accumulated paid leave and temporary disability leave time during an extended illness while under the care of a physician, the Teacher may apply for an extended personal illness leave for up to 175 teaching days for that illness. If granted by the Board, said leave shall be without pay. Requests for such discretionary leave shall be made in accordance with Article 4.16 of this Agreement and shall be subject to all the terms and conditions set forth in that Article.

4.4 Health Insurance for Disability

The Board recognizes that there may be Teachers who, as a result of disability, will be unable to fulfill the duties assigned to them. In the event that a full-time Teacher becomes temporarily disabled and is unable to continue his/her work assignment and is receiving disability payments from the Illinois Teachers' Retirement System, the Board shall continue to pay its share of the individual and/or family medical insurance premium for the Teacher according to the following eligibility schedule from the date of the disability. The Board's obligation to continue to pay for medical insurance will end at the expiration of the time periods shown below.

Years in District	Paid Medical Insurance
1 st year	None
2 through 4	3 calendar months (FMLA right)
5 through 9	4 calendar months
10 through 14	6 calendar months
15+ years	9 calendar months

The Board shall provide information about medical insurance to a disabled Teacher regarding conversion to a policy of his/her choice. The premium for said conversion policy shall be paid by the Teacher.

4.5 Bereavement Leave

In the case of death of a spouse, parent, child, or anyone living on a permanent basis in the household, tenured Teachers may use up to a maximum of two (2) additional work days for bereavement one (1) time per school year as follows:

Years 5 through 9	1 day
Years 10 +	2 days

These days will not accumulate from year to year and will not be counted against the Teacher's sick-leave accumulation.

4.6 Religious Holidays

Teachers whose recognized religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) days annually without loss of pay.

4.7 Sick Leave Bank

- A. Any full-time Teacher shall be eligible to participate voluntarily in a "Sick Leave Bank." Teachers who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee, who will administer the

provisions of the Sick Leave Bank, prior to October 1 of each year. Any Teacher on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank.

- B. Each participating Teacher must contribute a minimum of three (3) days upon initial enrollment. Additionally, in case of depletion of the Sick Leave Bank below the 65% level (i.e., computed from the total enrollment in the Bank multiplied by three (3) days) during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Teacher who has submitted a notice of intent to retire will have a sick day automatically deducted.
- C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.
- D. Authorized withdrawals by participating Teachers from the Sick Leave Bank shall be made only upon approval of the majority of members of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be made up of the four (4) members of the Union Executive Board, a Union-designated committee chairperson, and an Administrator. The decisions of the Committee shall be final and are not subject to the grievance and arbitration procedures set forth in Article X of this Agreement.
- E. A participating Teacher may not apply for withdrawal from the Sick Leave Bank until the Teacher has, in fact, depleted his/her accumulated sick leave and has been absent for a minimum of thirty (30) school days with a catastrophic illness. Each withdrawal shall be no more than twenty (20) school days. A Teacher may apply for additional withdrawals if necessary upon depletion of the initial withdrawal. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a participant's sick leave beyond the school year in which the leave first commenced. A Teacher may not apply for future Sick Leave Bank withdrawals until he/she has completed one (1) year of active teaching service after use of the Bank.
- F. The Sick Leave Bank is available to Teachers who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, a broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement

certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the Teacher's request to access the sick leave bank.

- G. The Sick Leave Bank Committee shall compile a roster of participating teachers and shall submit its information to the administration no later than October 15. The Committee shall also report the specifics of any withdrawals to the Administration as days are withdrawn and awarded to a participating Teacher.
- H. Any Teacher who is receiving disability benefits from the Teachers' Retirement System or who is absent for illness or injury due to work-related accident (which is compensable under the *Illinois Workers' Compensation Act*) may not avail himself/herself of any benefits of the Bank. Teachers who are on Board-approved leaves of absence, except for a temporary disability leave, shall be ineligible to withdraw days from the Sick Leave Bank.

4.8 Personal Business

Full-time teachers shall be excused up to three (3) days per school year with pay for reasons of personal business. Part-time teachers shall receive pro-rata personal leave. For the third day, the teacher shall provide a reason. Except in an emergency situation, a teacher must provide at least two (2) days' written notice to his/her principal requesting use of personal leave. Such leave days will not be permitted on the day before or after a school break or holiday or on a SIP or Institute Day. The Superintendent may grant exceptions to these use restrictions at his/her sole discretion. Personal business leave authorized, but not used, shall be added to the individual teacher's accumulated sick leave.

4.9 Child-Rearing Leave

Full-time teachers may use short- and long-term leave options for which they are eligible in connection with the birth or adoption of a child. A summary chart indicating the coordination of various leave of absence options is attached to this Agreement and incorporated herein.

A. Tenured Teachers

A full-time tenured Teacher shall be eligible for an unpaid leave of absence for maternity and/or child-rearing purposes, subject to the following conditions and to the general conditions for unpaid leaves set forth in Article 4.16 of this Article:

1. **Maternity/Female:** A Teacher who desires a child-rearing leave for maternity reasons shall request approval for such leave in accordance with Article 4.16 of this Article. The effective dates of the leave shall be determined pursuant to Article 4.16. At the time a leave is requested, the Teacher shall be expected to inform the Superintendent or designee of the full, desired duration of the leave. A maternity leave must begin no later than the actual date of delivery of the child or at the expiration of sick leave for purposes of disability. Once the leave commences, sick leave shall not be applicable during the period of the maternity leave. Any accumulated sick leave available at the commencement of the leave shall be available to the Teacher upon return to employment in the District.

2. **Adoption/Male or Female:** Any full-time Tenured teacher desiring child-rearing leave as a result of becoming an adoptive parent of a child less than ten (10) years of age shall be granted an unpaid leave of absence upon satisfactory written notice to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying Teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. Requests for adoption leave shall be made in accordance with Article 4.16 of this Agreement and are subject to the terms and conditions of that Article.

3. **Parental/Male:** A full-time tenured male Teacher shall be entitled to an unpaid child-rearing leave of absence. Eligibility for such leave shall arise upon the anticipated birth of a child whom the Teacher has fathered and shall be granted in accordance with Article 4.16.

B. Probationary Teachers

A child-rearing leave of absence may be granted to a probationary Teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured Teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain tenure. Upon return from such leave, the Teacher shall be considered to have commenced the first probationary year. The granting of maternity leave to any probationary Teacher shall not constitute a precedent for the granting or withholding of leave to any other probationary Teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing shall be construed as requiring any probationary Teacher to apply for such leave or accept the conditions established.

C. Short-Term Child-Rearing Options

Nothing in this section shall be construed as requiring any Teacher to apply for a child-rearing leave. A Teacher not eligible for or not desiring a long-term child-rearing leave may utilize accumulated sick leave during any period of illness related to pregnancy and/or the delivery of the child and may exercise his/her rights under the federal *Family and Medical Leave Act*. If a Teacher has exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during the period of temporary disability due to pregnancy in accordance with Article 4.2 of this Agreement. Such Teacher shall return to employment immediately following the termination of such disability.

4.10 Leave for Military Service and Annual Training

A. The Board will provide military leave for Teachers who are called or volunteer for military service while under full-time contract in District 146 or as otherwise required by federal and Illinois law. Such Teachers shall, upon return, be entitled to all benefits to which they are legally entitled, provided that the Teacher gives notice at least ninety (90) days prior to the start of the school year of his/her intent to return to the District upon honorable discharge from service.

B. An unpaid leave of absence for annual military training tours will be granted upon written request to Teachers eligible under federal and Illinois laws. A Teacher's written request shall be delivered to the Board no less than forty-five (45) days prior to the start of the training tour, except in cases of emergency. The Board may consider requests for leave of absence with pay for such training tours, provided that the Teacher cannot arrange a tour of duty at a time other than during the school year. If the Board determines to grant a leave of absence with pay, the Board shall deduct from such salary any amounts received by the Teacher for such service.

4.11 Jury Duty/Witness

Personnel called for jury duty or subpoenaed as a witness for District business shall turn over to the District business office evidence of participating in such court service and will have no deduction made from the teacher's regular salary because of such absence. Employees may keep their jury payment provided to compensate them for mileage, travel, and/or food expenses.

4.12 Workmen's Compensation Leave

Any Teacher who is temporarily disabled as a result of any injury arising out of and in the course of his/her employment shall continue to receive his/her full regular salary and shall not be charged with any earned vacation leave, sick leave, or other similar benefits for a period of twenty (20) work days from the date of the accident.

Benefits payable from the insurance carrier (Workmen's Compensation) shall be made directly to District 146 during the twenty (20) work days from the date of the accident and as long as the Teacher remains eligible for temporary disability benefits

during this time period. After twenty (20) days, if the disability continues, the Teacher shall receive full pay from District 146, assign all workmen's compensation benefit pay to District 146, and use his/her earned sick leave at the rate of 1/3 of a day of earned sick leave per day of absence.

4.13 Personal Growth Leave

The Board believes that the provision of leaves helps to attract and retain Teachers who will continue to develop and grow professionally and personally. To support and encourage this concept, the Board will provide to Teachers an opportunity for personal growth leave. After six (6) consecutive years of full-time service in District 146, a Teacher may apply for a one (1) year unpaid personal growth leave of absence. The purpose of the leave is to provide time for staff members to pursue areas of interest to them with the assurance that a position in the District will be available to them at the conclusion of the leave. Such leave will be for one (1) full academic year only. After completion of such leave, the Teacher will not be eligible for another personal growth leave until he/she has completed another six (6) consecutive years of full-time teaching.

Requests for such personal growth leave shall be made in accordance with Article 4.16 of this Agreement and shall be subject to all the terms and conditions set forth in that Article. If there are several requests for personal growth leave in any one year, the Board may limit to four (4) the number which it will grant. In such case, the decision of the Board, both as to the number of leaves and which requests will be granted, is final and not subject to the grievance procedure established in this Agreement.

4.14 Professional Meeting Leave

The Union shall be granted two (2) days released time, at full salary, to be used by the President of the Union, or his/her designee, for the purpose of attendance at meetings, conventions, or other business matters relating to the Union, provided that the Union assumes the cost of substitutes and meeting expenses. Requests for such released time must be made by the President, in writing, to the Superintendent, with a copy to the Principal, not less than five (5) days prior to the date of such absence.

4.15 Family and Medical Leave

Full-time Teachers who have been employed by the Board for at least twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act of 1993* ("FMLA"). Such leave shall be unpaid unless accumulated sick, personal, and vacation leave is available to a Teacher; any such available paid leave must be used concurrently with FMLA leave. An eligible teacher is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated under the "rolling" 12-month period measured backward from the date the teacher uses any FMLA leave.

Each time a Teacher takes FMLA leave, the remaining leave to which the teacher is entitled would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Example 1: If a Teacher has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken.

Example 2: A Teacher takes four (4) weeks of FMLA leave beginning February 1, 2007; four (4) weeks beginning June 1, 2007; and four (4) weeks beginning December 1, 2007. In this case, the Teacher would not be entitled to any additional FMLA leave until February 1, 2008. However, beginning on February 1, 2008, the teacher would be entitled to four (4) weeks of leave; on June 1, 2008, the teacher would be entitled to an additional four (4) weeks, and on December 1, 2008, an additional four (4) weeks of FMLA leave.

FMLA leave may be used for the following purposes:

- A. the birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. the placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. the care of the Teacher's spouse, child, or parent with a serious health condition; or
- D. the treatment of a serious health condition that makes the Teacher unable to perform the functions of the job.

A Teacher shall provide thirty (30) days notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced-schedule basis, the Teacher shall also advise the Superintendent of the reasons why the leave schedule is necessary and of the schedule for treatment.

4.16 General Conditions for Leaves of Absences

Unless otherwise set forth in this Agreement, any leave of absence afforded by the Board is subject to the following general terms and conditions:

- A. **Time-Lines for Requesting Leaves.** Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act*, shall be

made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.

- B. **Medical Substantiation.** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the Teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any Teacher on an unpaid leave for personal medical reasons.
- C. **Structuring of Leave Dates.** After consultation with the Teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and any pertinent, related time factors. At the time a leave is requested, the Teacher shall be expected to inform the Superintendent or designee of the full, desired duration of the leave.

Unpaid child-rearing leave shall continue until the end of the school year in which the child is born or adopted, provided the birth or adoption occurs prior to the end of the first semester. If the birth or adoption occurs between the start of the second semester and June 30, child-rearing leave will be granted, upon request of the Teacher, to extend through the following school year, defined as the period from July 1 to the following June 30. All other unpaid leaves of absence shall not exceed the balance of the school year in which it commences. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Leaves which commence during the summer recess shall begin no later than July 1.

- D. **Insurance and Tuition Benefits.** With the consent of the carrier and after the expiration of any insurance benefits for an unpaid leave afforded under the federal *Family and Medical Leave Act*, a Teacher on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. A Teacher on an unpaid leave of absence shall not be eligible for tuition reimbursement.
- E. **Salary Schedule Advancement/Seniority Effect.** A Teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time in which the Teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a Teacher shall be entitled to advancement on the salary schedule and seniority

credit if the Teacher has completed the equivalent of a semester (90 attendance days) or more of teaching.

- F. **Notice of Intent to Return.** Any Teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment. At the start of the second semester of the school year, the Superintendent shall send a written reminder to any Teacher on an unpaid leave who must give notice of intent to return by the February 15 deadline. Any Teacher on an unpaid leave which commences after January 1 must give written notice of intent to return by May 1 prior to the termination of such leave. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.
- G. **Position Upon Return.** A Teacher returning from an approved leave of absence shall be assigned to a position for which the Teacher is legally qualified.
- H. **Eligibility for Further Leaves.** A Teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such Teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- I. **Early Return from Leave.** A Teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting Teacher the first available vacancy for which the Teacher is qualified, provided the Board is not under contractual or other obligations to any other Teachers.

4.17 Leaves for Late Hires

Teachers hired on a full-time basis during the year (i.e., late hires) shall have leave in proportion to the amount of time or part of the year for which they are employed based on the leave provisions for full-time Teachers.

ARTICLE V

SALARY AND FRINGE BENEFITS

5.1 Compensation

- A. Teachers shall be paid during the term of this Agreement in accordance with the compensation schedules attached as Appendix A to this contract and incorporated herein. From these compensation amounts, the Board shall deduct and remit on behalf of the Teacher all required pension and insurance obligations owed to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security fund.
- B. Teachers may move only one (1) vertical step annually on the compensation schedule.
- C. Part-time Teachers who are rehired in the District move annually on the schedule.
- D. For the duration of this Agreement, a Teacher who does not have a Master's Degree but completes the coursework and passes the test to become National Board Certified will move to the Master's lane. If the individual already has a Master's, he/she will move to the MA + 45 lane.
- E. Teachers who are on the BA+30/MA lane as of July 31, 2007, without a Masters Degree shall remain on that lane until they qualify for further horizontal advancement on the compensation schedules (i.e., such Teachers are "grandfathered"). No other Teachers may advance to this lane after July 31, 2007, without having qualified by obtaining a Masters Degree.
- F. Teachers employed after November 1 in any school year do not gain credit for a full year of service towards vertical movement. Placement on the salary schedule is made on the basis of full years of service. Movement from one step to the next on the salary schedule is not automatic and such movement may be denied for cause.

5.2 Extended Service/Other Stipend Positions

During the term of this Agreement, Teachers may serve in extended service positions, coaching, and other stipended positions as indicated in Appendices B, C, D, E of this contract, attached and incorporated herein. Teachers shall be paid for these positions in accordance with the terms and schedules shown in these Appendices.

5.3 Payroll

- A. Teachers shall have the option of being paid annually on a 22 or 26 payment schedule. Teachers hired after the start of the school year shall have their payment schedule prorated.
- B. Teachers who resign during the year shall be paid for the period of actual employment and shall have their salaries prorated on the basis of the number of Teacher attendance days in the school calendar.

5.4 Deductions

- A. Upon written request of the Teacher, and in accordance with applicable law, salary deductions shall be made for
 - 1. Credit Union
 - 2. Tinley Council of Local 604, IFT- AFT
 - 3. Tax-sheltered annuities
 - 4. Any other program mutually agreeable to the Board and Union.
- B. The dues payment and a list of Teachers from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union Treasurer no later than ten (10) working days after such deductions were made.

5.5 Mileage Allowance

Teachers who are required to use their automobiles for approved travel on District business shall be reimbursed on a mileage basis. The mileage reimbursement shall be the amount allowed by IRS.

5.6 Liability Protection

The Board will, in accordance with the *Illinois School Code*, indemnify and protect Teachers against any loss or liability by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

5.7 Tuition Reimbursement

- A. Tenured teachers shall receive tuition reimbursement for approved graduate-level courses taken in an NCATE-approved program (National Council for Accreditation of Teacher Education) leading to a Masters Degree and for those which are post-Masters' courses offered by an NCATE School. Reimbursement for courses leading to a Masters Degree shall be made on the basis of actual tuition paid based on the hourly tuition rate per semester hour of credit charged by Governor's State University. Reimbursement for post-Masters Degree courses shall be based upon actual tuition paid at fifty percent (50%) of the hourly tuition rate charged by Governor's State University per semester hour of credit. **(NOTE: Probationary teachers who are currently enrolled in an MA program as of July 31, 2007, shall continue to receive tuition reimbursement during the term of this Agreement.)**

- B. For coursework to be pre-approved by the Superintendent and the Board, the following guidelines must be met.
- Pre- and post-Masters coursework must be related to the Teacher's educational assignment or field or be in an area designated as a shortage area by the District.
 - For a Masters program a letter of intent, including program syllabus and schedule of courses required for the degree, shall be submitted prior to enrollment. Once approved, the selection of courses cannot be altered without prior approval of the Superintendent.
 - For all coursework (undergraduate as required by the Board, post-Masters' work, or graduate courses that do not lead to a Masters), the course description shall be submitted prior to enrollment using the District's course pre-approval form.
- C. In the event any course is rejected by the Superintendent for reimbursement, the Superintendent shall provide reasons in writing for said rejection.
- D. The Board also will provide reimbursement at the full rate established by Governor's State University for all courses taken by a Teacher if required by the Board to enable the placement of the Teacher in a new assignment.
- E. Teachers who request reimbursement for approved coursework will be responsible for obtaining documentation from the university of actual tuition paid (exclusive of all extraneous fees). Documentation must also be provided to show successful completion of the coursework with a grade of *A* or *B* via the submission of an official grade report. Request for reimbursement must be made within 120 days following completion of the coursework.
- F. The Board will reimburse tuition payments to Teachers twice annually. To be eligible for reimbursement by the end of November, the Teacher must have all required documentation submitted by October 15. To be eligible for reimbursement by the end of May, the Teacher must submit all required documentation by April 15. The Teacher must be employed in the District at the time of reimbursement.

5.8 Lane Advancement on Salary Schedule

- A. Approved academic coursework qualifying for tuition reimbursement will also qualify for credit towards lane movement on the compensation schedule, provided that only coursework taken after a Masters Degree will qualify for lanes beyond the MA lane. **(NOTE: Teachers who are considering retirement should refer to Article VI for possible impact of lane movement on retirement benefits.)**
- B. Changes in lane status (horizontal movement on the salary schedule) shall be made twice annually. For lane changes to be effective on the first day of the

fall semester following completion of course work, the Teacher must notify the District by September 15 and provide certification from the college or university that the additional credits have been earned or the higher degree has been awarded. Receipt of the official transcript and degree conferred, if applicable, must occur no later than October 15. For lane changes to be effective on the first day of the spring semester following completion of course work, the Teacher must notify the District by January 15 and submit a copy of the official transcript and degree conferred, if applicable, no later than February 15.

- C. Teachers whose Masters Degree in their field requires forty-eight (48) or more semester hours of graduate work to complete will be allowed to move to the MA+15 lane upon completion of their Masters Degree.
- D. During the term of this Agreement, newly-hired speech and language Teachers shall be placed on the MA+30 lane.

5.9 Medical and Life Insurance

- A. The Board will provide a group hospitalization and medical insurance program to all eligible full-time Teachers, with benefits as indicated in the District’s program booklet.
- B. For all Teachers who are ineligible for or who do not elect medical insurance, the Board will provide a \$100,000 term-life policy pursuant to the District group life insurance program.
- C. The Board and Teacher sharing of the group hospitalization and medical insurance premiums will be as follows:

	Board Contribution	Employee Contribution
Single	95%	5%
Family	75%	25%

The Board shall pay the first 15% of any annual increase in the individual and family premiums. Any annual increase beyond 15% will be split 50/50 between the Board and Teacher calculated from the first year of this Agreement as the base year.

5.10 Life Insurance

The Board will provide term-life insurance, under the group hospitalization and medical insurance program, of \$20,000 for each eligible full-time Teacher.

5.11 Dental Insurance

The Board will provide dental insurance to eligible full-time Teachers and dependents pursuant to the District group dental insurance program.

5.12 Flexible Spending Account

The District will institute a flexible spending account program under the provisions of Section 125 of the *Internal Revenue Code*.

5.13 Internal Substitution

A. Teachers shall be reimbursed at the rate of 1/6th of their daily salary for each hour they are required to substitute in place of their personal plan period.

B. Teachers who are required to take a classroom of students for the school day because of the lack of a substitute shall be paid \$41.00 per hour. Compensation shall be prorated for split classrooms.

5.14 Middle School Overload

Teachers at the Middle School shall be reimbursed at the rate of 1/7th of their per diem salary per hour, prorated for the class period taught, for each additional class period they volunteer to teach.

5.15 Teacher Induction and Mentoring Compensation

A. Induction

1. All full-time Teachers who are new to the District are required to participate in the District's Induction Program for the duration of their probationary status. Part-time teachers who are new to the District are required to participate during their first two (2) years of employment.
2. All first- and second-year Teachers will be assigned a mentor whom they are to meet with on a regular basis (no less than six (6) times per year) for the purpose of refining and reflecting on practice.
3. All Teachers who are new to the District shall receive a one-time stipend amount of \$300 for their participation in the Induction program. All Teachers who are second-year probationary teachers in the District shall receive a one-time stipend amount of \$200 for their participation in the Induction program.

B. Mentoring

1. Teachers wishing to become mentors must meet qualifications for mentor Teachers.
2. All mentors shall participate in the District's Mentor Training Program.

3. Mentor Teachers who are assigned to a probationary Teacher shall receive a stipend amount of \$475 for the school year. If a mentor is assigned a second probationary Teacher, the mentor shall receive an additional stipend amount of \$265 for the school year.
4. Mentor Teachers who are not assigned to a probationary Teacher shall receive a stipend amount of \$290 for the school year.

ARTICLE VI

RETIREMENT

6.1 Early Retirement Option

- A. Teachers who wish to retire under the Teachers' Retirement System's Early Retirement Option and do not qualify for the District's Retirement Benefit Plan as described in Section 6.2 below must notify the Superintendent in writing. The notification must be in the Superintendent's office between January 20 and February 20 of the school year prior to the intended retirement date. The submitted notice must indicate an irrevocable intent to retire if approved by the Board.
- B. The Board shall allow a maximum number of early retirements equal to ten percent (10%) of the Teachers who are eligible and who apply, rounded to the nearest whole number, by seniority. In any given year, the Board in its sole and non-grievable discretion may permit additional retirees under ERO. However, the decision to allow additional ERO retirees shall not be deemed to create a past practice, pattern, or precedent.
- C. Teachers who are considering retirement under the Early Retirement Option are expected to contact the Teachers' Retirement System to review any penalty payments they might owe.

6.2 District Retirement Benefit Plan

- A. **Eligibility** – A Teacher shall be eligible for the District's Retirement Benefit Plan subject to the following eligibility requirements:
 - 1. Must, at the time of giving the retirement notice, have at least fifteen (15) years of full-time consecutive years of teaching service in District 146; and
 - 2. Can retire under the Teachers' Retirement System with no discount penalty (i.e., at least 60 years of age on or before the last day of service in the District or at least age 55 with at least 35 years of TRS creditable service by the last day of service in the District); and
 - 3. Must retire in the year that first makes the Teacher eligible for full retirement (i.e., 35 years of TRS creditable service, including sick leave); and
 - 4. Shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the Teacher's four (4) years used for the TRS retirement calculation; and
 - 5. Must submit to the Superintendent's office no sooner than September 20, 2007, and no later than 4:00 p.m. on October 19, 2007, an

irrevocable letter of intent to retire, with the Teacher's retirement to occur no later than 2012.

- B. **Retirement Compensation** – Teachers who are eligible to retire under the District's Retirement Benefit Plan will be compensated by a six percent (6%) increase over their prior year's creditable earnings for up to four (4) years prior to their retirement. This retirement compensation shall be in lieu of any other step or lane movement, extended service positions, athletic stipends, Teacher leadership positions, or any other activities paid under this Agreement or by the District (i.e., the retiring Teacher is deemed to be off-schedule). The Teacher further understands and acknowledges that he/she will not receive any other compensation for any additional activities or participation on behalf of the District during the years in which the Teacher is receiving the six percent (6%) retirement compensation. If a Teacher has an extended service, athletic, or other obligation at the commencement of the retirement compensation period and ceases to perform those services during the period, the calculation of the Teacher's six percent (6%) increase shall be reduced by the amount of the extra services compensation.
- C. **Post-Retirement Benefit** – The Board shall pay to an eligible retiring Teacher a post-retirement benefit, not to be included as TRS earnings. This benefit shall be calculated as thirty-five percent (35%) of the sum of the Teacher's total extended service stipends in the year of retirement plus the salary amount reflecting his/her lane and step equivalent to his/her years of full-time consecutive service in the District. The Board shall pay the post-retirement benefit to the retired teacher in the July following retirement.
- D. **Medical Insurance After Retirement** – The Board shall perform all reasonable acts requested to qualify the retiring Teacher for eligibility in the medical insurance coverage for retired Teachers as offered by TRS and shall pay the cost of the individual portion of the TRS insurance, in the form of reimbursement to the Teacher when paid first by the teacher, quarterly, for a maximum period of time of five (5) consecutive years following retirement or until the Teacher is eligible for Medicare coverage, whichever occurs first.
- E. **Sole Benefit** --Teachers who participate in the District Retirement Benefit Plan under this Agreement shall not be eligible for any retirement benefits that may be negotiated under a successor Agreement.

6.3 **Payment for Unused Sick Leave**

For any full-time Teacher who has a minimum of fifteen (15) years of continuous service in the District and who retires from District 146 and immediately takes his/her TRS retirement pension benefits, the Board shall reimburse any unused, accumulated

sick leave days that the teacher does not elect to use for retirement credit in the Teachers' Retirement System at the rate of \$20.00 per day paid in the month of July of the year he/she retires.

ARTICLE VII

MANAGEMENT RIGHTS

7.1 **Management Rights**

The Board retains and reserves the ultimate responsibility 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 responsibility 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 school affairs.
- B. To hire all employees, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, and their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- F. 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 by the specific and express terms of this agreement.

ARTICLE VIII

UNION RIGHTS

8.1 Non-Discrimination

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any Teacher on the basis of race, creed, color, sex, marital status, ethnic background, geographic origin, political affiliation, age, sexual orientation, disability, religion, veteran status, citizenship status, or any other category protected under federal, state, or local law. This section may be grieved but not beyond the Board level.

8.2 Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment and of the settlement of grievances.

8.3 Use of School Equipment and Facilities

A. The Union shall have the reasonable use of typewriters, photocopy machines, computers, telephones, and other communication systems, including email and bulletin boards, for the conduct of its business as long as there is no interference with the normal operation of the school, does not occur during Teacher work hours, and complies with the District's acceptable technology use policy.

B. Upon request made to the Principal and forwarded to the Superintendent and provided that it does not interfere with the educational program, the Union shall be permitted the use of a school building room for the purpose of holding meetings.

8.4 Union Right to Address Teachers

A. The Union shall be allotted at least five (5) minutes during the District workshop for orientation of new Teachers.

B. The Union President or his/her designee shall have the right to address Teachers on all District No. 146 Institute or School Improvement Planning Days. This time shall be provided before or after the program.

8.5 Right to Information

The Board shall furnish the Union President with the following documents and kinds of information as they are regularly received, completed, or compiled:

1. Board agendas
2. Official minutes of Board meetings
3. Monthly budget summaries
4. School policy manual and revisions
5. Annual auditor's report
6. Current fiscal year budget
7. Teacher lists including home addresses and telephone numbers

The Board and the Union shall make available to each other, upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

8.6 Union Listings

The Union officers shall be listed in the District 146 directory.

8.7 Union Right to Meet with Principals

The Principal of each school shall meet once a month or at mutually agreeable times with the Union Building Representative to discuss school operations and matters relating to the implementation of this Agreement.

8.8 Union Right to Meet with Superintendent

The Superintendent or designee shall meet once a month or at mutually agreeable times with officers of the Union to discuss matters relating to the implementation of this Agreement.

8.9 Agreement Printing and Distribution

- A. The Agreement shall be reproduced by the Board as soon as possible after the date of ratification by both parties.
- B. The Board shall deliver one (1) copy of the Agreement to each Teacher, including new hires.
- C. The Union shall be provided with an additional ten (10) copies of the printed Agreement. In addition, the District shall provide an electronic copy of the Agreement.

ARTICLE IX

FAIR SHARE

9.1. Fair Share Fees

- A. Each Teacher, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues.
- B. In the event that the Teacher does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share from the wages of the non-member in the same manner as deductions are made for the Union members.
- C. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute relative to monies deducted from an individual with bona fide religious objections.

9.2. Legal Action

- A. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- B. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article. Nor will this hold-harmless provision apply if any attorney retained by the Board should

fail to defend vigorously, or cooperate in the defense of, all provisions of this Article.

- C. The Board retains the option to be represented by its own general counsel or that of its Errors & Omissions insurance carrier. In that case, the Board shall first recover all monies provided in its Error & Omissions insurance policy. The Union shall be obligated only to reimburse the Board for any costs—whether for defense or for damages—not recovered by the Board through such insurance. In the event the Board exercises this option, the conditions enumerated in the provisions above shall apply to both the Union and the Board. The Union shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Union.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

- A. A grievance shall consist of any complaint that a violation or misinterpretation of any of the express terms of this Agreement has occurred.
- B. As used in this Article, the term *days* shall mean days on which the District Business Office is open, excluding Winter and Spring Break. In the event the grievance occurs during the summer, the grievance shall be put in abeyance for a period not to exceed thirty-five (35) days. This abeyance period may be shortened or extended if mutually agreeable to both parties.

10.2 General Provisions

- A. A grievance may be initiated and/or conducted by a Teacher in his/her own behalf or by a Teacher accompanied by a Union representative if the Teacher so elects.
- B. No Teacher at any stage of the grievance procedure will be required to meet with any administrator without a Union representative if the Teacher so elects.
- C. In all steps of the grievance procedure, the grievance shall be heard during non-school hours, at a mutually agreed time. If at any step of the grievance procedures it becomes necessary for an individual to be involved during school hours as determined by the Board, he/she shall be excused without loss of pay for that purpose.
- D. If a grievance arises from the action of authority higher than the Principal, the Union may present such grievance at the appropriate step of the grievance procedure.
- E. A Teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. The Teacher and his/her representative, if any, have the right to be present at all hearings and meetings concerning his/her grievance.
- G. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- H. In any instance where the Union is not represented in the grievance procedure, the Administrator making the decision shall notify the Union in writing of the resolution of the grievance at each level.

10.3 Procedure for Adjustment of Grievances

A. **Informal Conference**

A complaint shall first be discussed with the appropriate Administrator with the objective of resolving the matter informally.

B. **Formal Procedure**

1. **Step 1, Principal Level** -- In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted by the Teacher or his/her representative, if any, to the appropriate Administrator within thirty (30) days after the occurrence of the act or condition which is the basis for the grievance.

a) The Administrator shall meet and confer on the grievance within five (5) days after the filing thereof, with a view to arriving at a mutually satisfactory adjustment. Participants in this conference and throughout the procedure shall be those guaranteed in the general provisions.

b) Within five (5) days after hearing the grievance, the Administrator shall state his/her decision in writing, together with supporting reasons, and shall furnish one (1) copy to the grievant Teacher and two (2) copies to the Union President.

2. **Step 2, Superintendent Level** -- Within ten (10) days after receiving the decision of the Administrator, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing, set forth specifically the act or conditions and the grounds on which the appeal is based, and be accompanied by a copy of the decision in Step 1.

a) The Superintendent shall meet and confer on the grievance within ten (10) days with the objective of arriving at a mutually satisfactory adjustment.

b) Within five (5) days after hearing the appeal, the Superintendent shall communicate his/her decision in writing, together with supporting reasons, to the Administrator, the Union President or his/her designee, and the grievant.

3. **Step 3, Board Level** -- Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be in writing and accompanied by a copy of the appeal at Step 2 and the decision at Step 2.

a) No later than thirty (30) days after receipt of the appeal, the Board shall hold a hearing on the grievance. The hearing shall

be informal, but shall allow all parties to air their views. The grievants, their representatives, if any, and other parties to the grievance shall be allowed to attend the entire hearing.

- b) Within ten (10) days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the Superintendent, the Administrator, the Union President or his designee, and to the grievant.
4. **Binding Arbitration** -- If the decision at Step 3 is not satisfactory to the Union, a 4th step of impartial arbitration shall be available. Within ten (10) school days after receiving the Board's decision in Step 3, the Union must submit in writing a request to enter into such arbitration. The American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said Association. The decision and/or award of the arbitrator will be binding upon the parties. Expenses for the arbitration shall be borne equally by the Board and the Union.

The arbitrator shall have no power to alter, amend, nullify, add to, or subtract from the express terms of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decisions solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

ARTICLE XI

EFFECT OF AGREEMENT AND DURATION

11.1 Amendment of Contract

The term and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.

11.2 Savings Provision

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

11.3 No Strike Provision

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in District No. 146 or its administrative offices, during the term of this Agreement.

11.4 Waiver of Mid-Term Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

11.5 Duration

This Agreement shall be effective as of August 1, 2007, and shall remain in full force and effect until July 31, 2011.

APPENDIX A - COMPENSATION SCHEDULE

2007- 2008 REGULAR						
Step	BA	BA+15	MA/BA+32	MA+1 5	MA+3 0	MA+4 5
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	40,283	41,698	43,141	44,656	46,127	47,895
2	41,089	42,532	44,003	45,549	47,050	48,853
3	41,911	43,383	44,883	46,460	47,991	49,830
4	42,749	44,250	45,781	47,389	48,951	50,827
5	43,604	45,136	46,697	48,337	49,930	51,843
6	44,476	46,038	47,631	49,304	50,928	52,880
7	45,366	46,959	48,583	50,290	51,947	53,938
8	46,273	47,898	49,555	51,296	52,986	55,017
9	47,198	48,856	50,546	52,322	54,046	56,117
10	48,142	49,833	51,557	53,368	55,127	57,239
11	49,105	50,830	52,588	54,436	56,229	58,384
12	50,087	51,847	53,640	55,524	57,354	59,552
13	51,089	52,883	54,713	56,635	58,501	60,743
14	52,111	53,941	55,807	57,767	59,671	61,958
15	53,153	55,020	56,923	58,923	60,864	63,197
16			58,062	60,101	62,082	64,461
17			59,223	61,303	63,323	65,750
18			60,407	62,529	64,590	67,065
19			61,615	63,780	65,881	68,406
20			62,848	65,056	67,199	69,774
21			64,105	66,357	68,543	71,170

* Teachers who are on the BA+30/MA lane as of July 31, 2007, without a Master’s Degree shall remain on that lane until they qualify for further horizontal advancement on the compensation schedules (i.e., such teachers are “grandfathered”). No other teachers may advance to this lane after July 31, 2007, without having qualified by obtaining a Master’s Degree.

APPENDIX A
2008-2009 Regular

Step	BA	BA+1 5	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	41,468	42,924	44,409	45,969	47,484	49,303
2	42,297	43,783	45,297	46,888	48,433	50,289
3	43,143	44,658	46,203	47,826	49,402	51,295
4	44,006	45,551	47,127	48,783	50,390	52,321
5	44,886	46,462	48,070	49,758	51,398	53,368
6	45,784	47,392	49,031	50,754	52,426	54,435
7	46,699	48,340	50,012	51,769	53,474	55,524
8	47,633	49,306	51,012	52,804	54,544	56,634
9	48,586	50,292	52,032	53,860	55,635	57,767
10	49,558	51,298	53,073	54,937	56,747	58,922
11	50,549	52,324	54,134	56,036	57,882	60,101
12	51,560	53,371	55,217	57,157	59,040	61,303
13	52,591	54,438	56,321	58,300	60,221	62,529
14	53,643	55,527	57,448	59,466	61,425	63,779
15	54,716	56,638	58,597	60,655	62,654	65,055
16			59,769	61,868	63,907	66,356
17			60,964	63,106	65,185	67,683
18			62,183	64,368	66,489	69,037
19			63,427	65,655	67,818	70,417
20			64,695	66,968	69,175	71,826
21			65,989	68,308	70,558	73,262
22			67,309	69,674	71,969	74,728

* Teachers who are on the BA+30/MA lane as of July 31, 2007, without a Master's Degree shall remain on that lane until they qualify for further horizontal advancement on the compensation schedules (i.e., such teachers are "grandfathered"). No other teachers may advance to this lane after July 31, 2007, without having qualified by obtaining a Master's Degree.

APPENDIX A

2009-2010 Regular						
Step	BA	BA+15	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	42,687	44,186	45,715	47,321	48,880	50,753
2	43,541	45,070	46,629	48,267	49,857	51,768
3	44,411	45,971	47,561	49,232	50,854	52,803
4	45,300	46,891	48,513	50,217	51,871	53,859
5	46,206	47,828	49,483	51,221	52,909	54,937
6	47,130	48,785	50,473	52,246	53,967	56,035
7	48,072	49,761	51,482	53,291	55,046	57,156
8	49,034	50,756	52,512	54,356	56,147	58,299
9	50,014	51,771	53,562	55,444	57,270	59,465
10	51,015	52,807	54,633	56,552	58,416	60,654
11	52,035	53,863	55,726	57,683	59,584	61,868
12	53,076	54,940	56,840	58,837	60,776	63,105
13	54,137	56,039	57,977	60,014	61,991	64,367
14	55,220	57,159	59,137	61,214	63,231	65,654
15	56,324	58,303	60,319	62,438	64,496	66,967
16			61,526	63,687	65,786	68,307
17			62,756	64,961	67,101	69,673
18			64,011	66,260	68,443	71,066
19			65,292	67,585	69,812	72,488
20			66,597	68,937	71,208	73,937

21			67,929	70,316	72,633	75,416
22			69,288	71,722	74,085	76,925
23			70,674	73,157	75,567	78,463

* Teachers who are on the BA+30/MA lane as of July 31, 2007, without a Master’s Degree shall remain on that lane until they qualify for further horizontal advancement on the compensation schedules (i.e., such teachers are “grandfathered”). No other teachers may advance to this lane after July 31, 2007, without having qualified by obtaining a Master’s Degree.

APPENDIX A						
2010-2011 Regular						
Step	BA	BA+1 5	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	43,94 2	45,485	47,059	48,712	50,317	52,245
2	44,82 1	46,395	48,000	49,686	51,323	53,290
3	45,71 7	47,323	48,960	50,680	52,350	54,356
4	46,63 1	48,269	49,939	51,693	53,397	55,443
5	47,56 4	49,235	50,938	52,727	54,464	56,552
6	48,51 5	50,219	51,956	53,782	55,554	57,683
7	49,48 6	51,224	52,996	54,857	56,665	58,836
8	50,47 5	52,248	54,055	55,954	57,798	60,013
9	51,48 5	53,293	55,137	57,074	58,954	61,213
10	52,51 5	54,359	56,239	58,215	60,133	62,438
11	53,56 5	55,446	57,364	59,379	61,336	63,686
12	54,63 6	56,555	58,511	60,567	62,563	64,960
13	55,72 9	57,686	59,682	61,778	63,814	66,259
14	56,84 3	58,840	60,875	63,014	65,090	67,585
15	57,98 0	60,017	62,093	64,274	66,392	68,936
16			63,335	65,560	67,720	70,315
17			64,601	66,871	69,074	71,721
18			65,893	68,208	70,456	73,156
19			67,211	69,572	71,865	74,619

20			68,555	70,964	73,302	76,111
21			69,927	72,383	74,768	77,633
22			71,325	73,831	76,263	79,186
23			72,752	75,307	77,789	80,770
24			74,207	76,814	79,344	82,385

* Teachers who are on the BA+30/MA lane as of July 31, 2007, without a Master’s Degree shall remain on that lane until they qualify for further horizontal advancement on the compensation schedules (i.e., such teachers are “grandfathered”). No other teachers may advance to this lane after July 31, 2007, without having qualified by obtaining a Master’s Degree.

APPENDIX A				
* Grandfather 2007-2008				
	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
Step	Lane 3	Lane 4	Lane 5	Lane 6
22	67,498	69,809	72,494	75,335
23	68,848	71,205	73,943	76,842
24	70,225	72,629	75,422	78,379
25	71,630	74,082	76,931	79,946
26	73,063	75,564	78,469	81,545
27	74,524	77,075	80,039	83,176
28	76,014	78,616	81,640	84,839
29	77,535	80,189	83,272	86,536
30	79,085	81,792	84,938	88,267
31	80,667	83,428	86,637	90,032

*** This compensation schedule only applies to staff in the Memorandum of Understanding**

APPENDIX A				
* Grandfather 2008-2009				
	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
Step	Lane 3	Lane 4	Lane 5	Lane 6
23	70,873	73,299	76,117	79,101
24	72,290	74,765	77,640	80,683
25	73,736	76,260	79,193	82,296
26	75,211	77,785	80,776	83,942
27	76,715	79,341	82,392	85,621
28	78,249	80,928	84,040	87,334
29	79,814	82,546	85,721	89,080
30	81,410	84,197	87,435	90,862
31	83,039	85,881	89,184	92,679

*** This compensation schedule only applies to staff in the Memorandum of Understanding**

APPENDIX A				
* Grandfather 2009-2010				
	MA/BA+3 2	MA+1 5	MA+3 0	MA+4 5
Step	Lane 3	Lane 4	Lane 5	Lane 6
24	74,415	76,963	79,922	83,055
25	75,904	78,502	81,521	84,716
26	77,422	80,072	83,151	86,410
27	78,970	81,674	84,814	88,139
28	80,550	83,307	86,511	89,901
29	82,161	84,973	88,241	91,699
30	83,804	86,673	90,006	93,533
31	85,480	88,406	91,806	95,404
32	87,189	90,174	93,642	97,312

*** This compensation schedule only applies to staff in the Memorandum of Understanding**

APPENDIX A				
* Grandfathered 2010-2011				
	MA/BA+3 2	MA+15	MA+30	MA+45
Step	Lane 3	Lane 4	Lane 5	Lane 6
25	78,135	80,810	83,918	87,207
26	79,698	82,426	85,596	88,951
27	81,292	84,075	87,308	90,730
28	82,918	85,756	89,054	92,544
29	84,576	87,471	90,835	94,395
30	86,268	89,221	92,652	96,283
31	87,993	91,005	94,505	98,209
32	89,753	92,825	96,395	100,173
33	91,548	94,682	98,323	102,177

*** This compensation schedule only applies to staff in the Memorandum of Understanding**

APPENDIX B

EXTENDED SERVICE POSITIONS

- A. An extended service position refers to any compensated position that involves direct student contact outside of the student day, other than a teaching assignment.
- B. A sum of money to support these student activities will be allotted to each building. An Extended Service Committee will be formed in each building of four (4) to six (6) people that represent students' varying interests and grade levels. These groups will meet prior to the end of the school year to review and make final decisions on the school's clubs and activities for the following school year. Final recommendations of the building committees will be submitted no later than September 15 to the District Business Office. **(NOTE: For the 2007-2008 school year, extended service positions will be determined and submitted to the District Business Office by September 15, 2007.)**
- C. Teachers will be compensated at the hourly rate of \$25.00 for 2007-2008, \$26.50 for 2008-2009, \$28.00 for 2009-2010, and \$29.50 for 2010-2011. Plan/ prep time is included in the stipend allocated to an activity.
- D. The Extended Services Committee will give consideration to funding activities with fewer than ten (10) students, new activities, and special events.
- E. Sponsors will submit a time sheet to the Principal for planning and direct student contact hours outside the school day. Sponsors will only be paid for hours that have been approved by the committee.
- F. Allegations of misapplication of this Appendix may be grieved, but not beyond the Superintendent level.
- G. On the chart below, a category is determined by the range of hours as proposed by a sponsor. One (1) or more club or activity can "float" into another category for that school year only. No school can go over the budgeted amount. Allocations for the term of this Agreement are on the above chart.

APPENDIX B

EXTENDED SERVICE POSITIONS

Category 1	Elementary Kruse, Fierke & Memorial	Elementary Sandidge	Elementary Fulton	Middle School
Range of Hours	50-75	50-75	50-75	50-75
Number of Sections	4	4	3	9

Category 2	Elementary - Kruse, Fierke & Memorial	Elementary Sandidge	Elementary Fulton	Middle School
Range of Hours	20-49	20-49	20-49	20-49
Number of Sections	7	6	3	18

Category 3	Elementary - Kruse, Fierke & Memorial	Elementary Sandidge	Elementary Fulton	Middle School
Range of Hours	12-May	12-May	12-May	12-May
Number of Sections	7	6	3	14

ELEMENTARY SCHOOLS	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Fierke	19,632	20,810	22,059	23,383
Kruse	19,632	20,810	22,059	23,383
Memorial	19,632	20,810	22,059	23,383
Sandidge	16,577	17,572	18,626	19,744
Fulton	11,300	11,978	12,697	13,459
TOTALS	86,773	91,980	97,500	103,352
CENTRAL				
Other	41,186	43,657	46,276	49,053
TOTALS	127,959	135,637	143,776	152,405

APPENDIX C

COACHING AND ANCILLARY STIPENDS

- A. Interscholastic sports at Central will be funded with monies separate from non-athletic activity funds. Allocation of these funds will be determined as follows:

Sport	# of Positions		2007-08	2008-09	2009-10	2010-11
Cross Country	1		1,642	1,740	1,845	1,956
Boys Softball	1		1,822	1,931	2,047	2,170
Girls Softball	1		1,822	1,931	2,047	2,170
Boys Volleyball	2		2,992	3,172	3,362	3,564
Girls Basketball	2		2,992	3,172	3,362	3,564
Boys Basketball	2		4,406	4,671	4,951	5,248
Girls Volleyball	2		4,406	4,671	4,951	5,248
Track	3		2,057	2,181	2,312	2,450
Cheerleading	1		3,517	3,728	3,952	4,189

Total

ATHLETIC STIPENDS				
CENTRAL	2007 – 2008	2008-2009	2009-2010	2010-11
Athletics	\$44,570	\$47,245	\$50,079	\$53,084

- B. A Teacher newly assigned to a coaching duty would receive 70% of the scheduled amount the first year, 80% of the scheduled amount the second year, 90% of the scheduled amount the third year, and 100% of the scheduled amount the fourth year.
- C. Coaches will inform the Principal by April 1 of their interest in continuing or ending coaching a sport or ending their tenure by April 1. Vacancies in coaching positions will be posted by May 1. Assignments will be made prior to the start of the next school year.

- D.** Assignment of a coach to the same sport for the following year will be determined by the Principal, considering qualifications, experience, evaluation, and the amount of effort committed to the sport the previous year.
- E.** Prior to the start of the sports season, each coach will complete and submit for approval to the Principal a calendar indicating the game schedule, including conference meets or tournaments and a practice schedule (dates and times). Changes to the submitted calendar must be pre-approved by the Principal.
- F.** Stipends may be shared with an assistant with the pre-approval of the Principal.
- G.** The District may add additional coaches equal to the stipend of the current position.
- H.** Allegations of misapplication of this section may be grieved, but not beyond the Superintendent level.
- I.** Central Middle School Sports Event Ancillary Staff – Teachers who serve in these roles shall be paid at the rate of \$27.00 per event. Ancillary staff shall be defined as timekeepers, crowd control, and score keepers.

APPENDIX D

BAND STIPENDS

	2007 - 2008	2008 - 2009	2009 - 2010	2010 - 2022
Band Director	\$9,545	\$9,835	\$10,130	\$10,435
Assistant Band Director	\$7,700	\$7,930	\$8,170	\$8,415

A. **Band Director**

The Band Director will be paid the annual stipend indicated above for activities during the school year for before and after the school day, for competitions, concerts, performances, and for summer band. Prior to the start of every semester, the Director will submit a calendar of activities and practice schedules to the Principal. The Director will also submit a calendar for summer band to the Principal prior to the end of the school year. Changes to the submitted calendars must be pre-approved by the Principal.

B. **Assistant Band Director**

The Assistant Band Director will be paid the annual stipend indicated above for activities during the school year for before and after the school day, for competitions, concerts, performances, and for summer band. Prior to the start of every semester, the Assistant Director will submit a calendar of activities and practice schedules to the Principal. The Assistant Director will also submit a calendar for summer band to the Principal prior to the end of the school year. Changes to the submitted calendars must be pre-approved by the Principal.

C. **Stipend Pro-Ration**

A new Teacher assigned to a band position will receive 70% of the scheduled stipend amount the first year, 80% of the scheduled amount the second year, 90% of the scheduled amount the third year, and 100% of the scheduled amount the fourth year.

APPENDIX E

OTHER STIPEND POSITIONS

A. Teacher Leadership Positions/ Committees/Staff Development

1. Teacher leadership positions and committee involvement outside the normal school day, such as SIP, curriculum, and other mandated committees/positions, shall be paid at the rates indicated on Appendix E.
2. Instructors - Staff members who serve as instructors for district staff development programs shall be paid at a rate indicated on Appendix E, plus plan time equal to one hour for every two class hours for each program taught outside the normal school day. Plan time is included only for new course prep.

B. Acting Principal

An Acting Principal is defined as a Teacher appointed by the Principal in each building to assume the duties of the Principal in his/her absence. A stipend will be paid as per Appendix E.

C. Lunch Duty

Lunch period supervision will be a paid position. Teachers who give up their personal plan time or lunch time to serve as a lunch supervisor shall be paid as per Appendix E.

D. Teacher Facilitator

The teacher facilitator position for each building shall be selected by the Principal and perform the duties assigned for that position.

	07/08	08/09	09/10	10/11
Acting Principal	350.00	350.00	350.00	350.00
Committee Work	28.00	29.50	31.25	33.15
Instructors	34.00	36.00	38.00	40.30
<i>*New Course Prep</i>				
<i>Previous Course Prep</i>				
Lunch Duty	15.00	15.00	15.00	15.00
PreK - 5 (substituting)	41.00	41.00	41.00	41.00
Staff Development	28.00	29.50	31.25	33.15
**Summer School				
<i>Extended School Year</i>	34.00	36.00	38.00	40.30
<i>Intervention</i>	34.00	36.00	38.00	40.30
<i>Summer Camp</i>	34.00	36.00	38.00	40.30
Teacher/Facilitator	1,000.00	1,060.00	1,125.00	1,195.00

* 1 hour of plan time will be provided for every two hours of teaching

** 15 minutes of plan time will be provided for every hour of teaching

MEMOS OF UNDERSTANDING

MEMO OF UNDERSTANDING - PLAN TIME PRE-K - 8

During the negotiations that resulted in the 2007-2011 Bargaining Agreement, planning time was a topic of discussion. The parties agreed that there should be greater consistency in planning time minutes for pre-K – 8 Teachers. The parties also agreed to the following understandings:

- Enlist the administrative team to develop a plan that would ensure plan time for all pre-K – 8 teachers utilizing Union designees for input and feedback during its development.
- Guarantee 175 minutes for all pre-K- 5 teachers with the intent of implementing this number by the opening of the 2007-2008 school year.
- Endeavor to reach 200 minutes for all pre-K – 5 teachers through a phase-in plan over a two (2)-year period.

Additionally, in recognition of the newly developed schedule at Central Middle School to increase student-teacher contact time in the core academic areas by decreasing teacher planning time, for which math initially served as the catalyst, the Union and administration agree to review the 2007-2008 Central Middle School schedule during the third quarter of the 2007-2008 school year. Changes may be implemented and, if so, the schedule will be reviewed again during the 2008-2009 school year.

MEMO OF UNDERSTANDING - PART TIME TEACHERS

The Part-Time committee will identify the working conditions for Part-time teachers by October 1, 2007.

The committee will be comprised of an administrator and Union designees representing Part-time teachers.

Items to be discussed include, but are not limited to, Part-time teacher working conditions, such as attendance at:

- SIP
- Institute days
- Faculty meetings
- Grade level meetings
- Parent/Teacher conferences
- Open House

How can we have some exchange time for PT teachers – what can we do that doesn't cost money? But, there may be some activities for which there would be compensation.

- If the PT teacher has a morning, mid-day, or afternoon assignment, which of the above activities do PT teachers attend and how would they be compensated? For example, they may attend none, some, or all of these activities.
- Additionally, when a FT teacher works at parent/teacher conferences and gets exchange time, how does that provision apply or not apply to the PT teacher?
- What understanding should the PT teacher have, when his/her regular schedule is adjusted due to a change (typically for one day) in the student day schedule?

Sidenotes:

- If there is compensation, it will be at the committee rate as identified in Appendix E based on completion of a time card.
- Ensure that their sick and Personal business days are prorated and deducted in a prorated manner.

FT – Full-Time

PT – Part-Time

DATED THIS 24th DAY OF MAY, 2007

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

WITNESSES:

FOR THE BOARD OF EDUCATION

John Mehalek, Vice President

Dean Casper, President

Therese O'Brien, Secretary

Donna Framke

Julie Jackson

Jack Carey

John Malloy

WITNESS:

**FOR THE TINLEY COUNCIL OF
LOCAL 604 IFT – AFT**

President

Vice President