

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**

2011-2015

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).

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 unless the policy, rule, or regulation is the result of a federal or state law.

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 an adult-sized 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 or verbal 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.

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 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 work year for all Teachers shall not exceed 181 days, scheduled on a school calendar that consists of 176 pupil attendance days, four (4) institute days, and one parent-teacher conference day. The school calendar shall provide for 186 days (i.e., emergency days). In addition, Teachers will work six (6) hours annually before March 1st on a flex schedule. Representatives from school improvement teams and administrators will sit on a committee that determines opportunities for this time.
- B. The Teacher work day will be seven (7) hours and thirty (30) minutes in length, including a duty-free lunch, but exclusive of all other professional responsibilities expected of Teachers (e.g., parent meetings, IEP meetings, conferences with supervisors, etc.). 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 and Institute 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 Plan Time

Plan time is used to fulfill teaching responsibilities. Efforts will be made to maintain Teachers' plan time. However, the parties agree and understand that on occasion a Teacher's plan time may be shortened or interrupted because of professional obligations.

The Board shall provide pre-K – 8 Teachers with at least 200 minutes per full week of student attendance.

In a week that includes events, such as field trips or assemblies, the parties recognize and agree that the full amount of plan time set forth in this provision may not be provided or available.

Teachers may leave the building during plan periods only with the prior permission of the Principal or designee.

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 begin ten (10) minutes after student dismissal and shall last no longer than one (1) hour.

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 Teachers and Administration. Repeated violators of school disciplinary policy shall be referred to the proper administrative office with a report of the reasons. 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 Teacher Certification

- A. It shall be the responsibility of the Teachers in the District to register their certificates with the Illinois State Board of Education.

- B.. All Inservice/SIP Days shall meet requirements for certification renewal. Administration will provide proper documentation for CPDUs when activities are eligible.

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	29

The Board and Union agree that during the 2011-2012 school year a committee will be established to develop a process for reviewing class size and make-up.

2.20 Part-Time Teachers' Working Conditions

Part-time Teachers are expected to attend the following activities and meetings:

- A. All a.m. sessions of SIP/Institute Days, except that part-time teachers do not have to attend ½ day SIPs. Attendance at p.m. sessions when requested by the Principal will be compensated at the Curriculum Work rate
- B. All scheduled Parent/Teacher Conferences
- C. One (1) faculty meeting per quarter, with attendance to be determined by the Principal
- D. One (1) grade level meeting per quarter, with attendance to be determined by the Principal
- E. Open House
- F. Mandated training (using flex time)

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.

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 and one-half (7 ½) hours, or it may be used on two (2) days at three and three-quarter (3 ¾) hours each.

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, including staff development, as the Teacher and Administration mutually agree. If the transfer is the result of Teacher request, this compensation does not apply.

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-one (91) school days (including use of sick leave days, but not sick bank 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.

The Board and Union agree to review the impact of new legislation on this provision.

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.

The Board and Union agree to review the impact of new legislation on this provision.

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, or birth, adoption, or placement for adoption. Immediate family is defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardian, or civil union partner.

- 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 member of the immediate family (as defined in Section 4.1 above), Teachers may use up to a maximum of two (2) additional work days for bereavement one (1) time per school year as follows:

Years 1 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. Days awarded to a Teacher from the

Sick Bank shall not count toward District seniority credit or salary schedule advancement.

- 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 45% 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 and 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

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. 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

Under unusual circumstances, a child-rearing leave of absence may be granted to a probationary Teacher by action of the Board, subject to all the conditions applicable to a tenured Teacher, provided the length of such leave shall not impact the ability of the District to evaluate the Teacher to determine whether to renew his/her probationary contract. 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 (1) utilize accumulated sick leave during any period of illness related to pregnancy and/or the delivery of the child, or for adoption, or placement for adoption (limited to thirty (30) school days unless a physician substantiates a medical need for additional sick leave use) (*School Code*, Section 24-6), and may (2) 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 shall 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 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 or Vice-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; or
- E. certain military-related reasons.

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 District seniority credit or experience credit toward salary schedule advancement during the time in which the Teacher is on an unpaid leave of absence or is using the Sick Bank. During the school year in which a leave commences or terminates, a Teacher shall be entitled to advancement on the salary schedule and District seniority credit if the Teacher has actively worked (including FMLA time and sick days) 91 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. A Teacher who does not actively work (including FMLA leave and sick days) for 91 attendance days in a school year shall not advance vertically on the salary schedule. 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.
- G. Teachers who have submitted their notice of retirement effective at the end of the 2011-2012 school year under the 2007-2011 Bargaining Agreement shall receive a \$1,000 post-retirement stipend for the additional work time added to that school year. This stipend shall be paid after the close of the fiscal year and is not intended to be creditable earnings under the Teachers' Retirement System.

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.

For post-Masters Degree programs in a District-designated shortage area, reimbursement for courses shall be at the actual tuition paid at seventy-five percent (75%) of the hourly tuition rate charged by Governor's State University per semester hour of credit.

- 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 directly related to the Teacher's educational assignment or field/ content area or be in an area designated as a shortage area by the District. The District's identified shortage areas shall be announced annually in March.
 - 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.
 - At the discretion of the Superintendent, post-Masters' course work toward an administrative certificate or endorsement may be approved.
- 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 course work 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. If a Teacher has been approved for a graduate

course and is then reduced-in-force, said Teacher will be reimbursed tuition costs pursuant to this section.

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 nine percent (9%) of any annual increase in the individual and family premiums. Any annual increase beyond 9% will be split 50/50 between the Board and Teacher calculated from the first year of this Agreement as the base year.

Single Coverage Example

YEAR	DESCRIPTION	COST BREAKDOWN	
<i>Year 1</i>	Insurance cost is \$100.00 per month. Therefore:	<u>\$100.00</u>	
		Board	Employee
	Board pays 95% (\$95.00); Employee pays 5% (\$5.00)	\$95.00	\$5.00
<i>Year 2</i>	Insurance increase is 10% (\$10.00), bringing total cost to \$110.00. Therefore:	<u>\$110.00</u>	
		Board	Employee
	\$109.00 is split 95%/5% and	\$103.55	\$5.45
	\$1.00 is split 50%/50%	\$0.50	\$0.50
		\$104.05	\$5.95
<i>Year 3</i>	Insurance increase is 8% (\$8.80), bringing total cost to \$118.80. Therefore:	<u>\$118.80</u>	
		Board	Employee
	\$118.80 is split 95%/5%	\$112.86	\$5.94

D. The Board and Union agree to establish a District Insurance Committee that will meet annually to review the health insurance plans.

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 1/7th of their daily salary for each hour they are required to substitute in place of their 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.

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 resignation for retirement purposes (date of retirement) 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 an irrevocable letter of intent to resign for retirement purposes by the following dates, with the Teacher's retirement to occur no later than the date indicated:

<u>Submit Letter Between</u>	<u>For Year Retiring</u>
September 12 – 30, 2011 (by 4:00 p.m.)	June, 2012
September 12 – 30, 2011 (by 4:00 p.m.)	June, 2013
March 1 - 15, 2012 (by 4:00 p.m.).	June 2014
March 1 - 15, 2013 (by 4:00 p.m.)	June 2015
March 1 - 15, 2014 (by 4:00 p.m.)	June 2016
March 1 – 15, 2015 (by 4:00 p.m.)	June 2016

- 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 two (2) 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. **Selection of Either a Post-Retirement Benefit or Medical Insurance After Retirement** – The Board will provide an eligible Teacher upon resignation for retirement purposes one of the following two options. The Teacher must include his/her benefit choice in the submitted letter of intent to resign for retirement purposes:
1. **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.
 2. **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.

- D. **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 Union 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 Board shall provide an electronic copy of the Agreement and post it on the District's website.

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, 2011, and shall remain in full force and effect until July 31, 2015.

APPENDIX A - COMPENSATION SCHEDULE						
2011-12 REGULAR						
Step	BA	BA + 15	MA/BA+32*	MA + 15	MA + 30	MA + 45
1	44,804	46,377	47,982	49,667	51,304	53,269
2	45,700	47,304	48,941	50,660	52,330	54,335
3	46,614	48,250	49,920	51,674	53,376	55,421
4	47,546	49,215	50,919	52,707	54,444	56,530
5	48,497	50,200	51,937	53,761	55,533	57,661
6	49,467	51,204	52,976	54,837	56,643	58,814
7	50,456	52,228	54,035	55,933	57,776	59,990
8	51,465	53,272	55,116	57,052	58,932	61,190
9	52,495	54,338	56,218	58,193	60,110	62,414
10	53,544	55,425	57,343	59,357	61,313	63,662
11	54,615	56,533	58,489	60,544	62,539	64,935
12	55,708	57,664	59,659	61,755	63,790	66,234
13	56,822	58,817	60,852	62,990	65,065	67,558
14	57,958	59,993	62,069	64,250	66,367	68,910
15	59,117	61,193	63,311	65,535	67,694	70,288
16			64,577	66,845	69,048	71,694
17			65,869	68,182	70,429	73,127
18			67,186	69,546	71,837	74,590
19			68,530	70,937	73,274	76,082
20			69,900	72,356	74,740	77,603
21			71,298	73,803	76,234	79,156
22			72,724	75,279	77,759	80,739
23			74,179	76,784	79,314	82,353
24			75,662	78,320	80,901	84,000
25			77,176	79,886	82,519	85,681

* Teachers who are on the BA+32/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						
2012-13 REGULAR						
Step	BA	BA + 15	MA/BA+32*	MA + 15	MA + 30	MA + 45
1	45,243	46,832	48,452	50,154	51,807	53,792
2	46,148	47,768	49,421	51,157	52,843	54,867
3	47,071	48,724	50,410	52,180	53,900	55,965
4	48,012	49,698	51,418	53,224	54,978	57,084
5	48,972	50,692	52,446	54,288	56,077	58,226
6	49,952	51,706	53,495	55,374	57,199	59,390
7	50,951	52,740	54,565	56,482	58,343	60,578
8	51,970	53,795	55,656	57,611	59,509	61,790
9	53,009	54,871	56,769	58,763	60,700	63,026
10	54,069	55,968	57,905	59,939	61,914	64,286
11	55,151	57,087	59,063	61,138	63,152	65,572
12	56,254	58,229	60,244	62,360	64,415	66,883
13	57,379	59,394	61,449	63,607	65,703	68,221
14	58,526	60,582	62,678	64,880	67,017	69,585
15	59,697	61,793	63,932	66,177	68,358	70,977
16			65,210	67,501	69,725	72,396
17			66,514	68,851	71,119	73,844
18			67,845	70,228	72,542	75,321
19			69,202	71,632	73,993	76,828
20			70,586	73,065	75,472	78,364
21			71,997	74,526	76,982	79,932
22			73,437	76,017	78,521	81,530
23			74,906	77,537	80,092	83,161
24			76,404	79,088	81,694	84,824
25			77,932	80,670	83,328	86,521
26			79,491	82,283	84,994	88,251

* Teachers who are on the BA+32/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						
2013-14 REGULAR						
Step	BA	BA + 15	MA/BA+32*	MA + 15	MA + 30	MA + 45
1	45,686	47,291	48,927	50,646	52,314	54,319
2	46,600	48,236	49,906	51,659	53,361	55,405
3	47,532	49,201	50,904	52,692	54,428	56,514
4	48,483	50,185	51,922	53,746	55,517	57,644
5	49,452	51,189	52,960	54,821	56,627	58,797
6	50,441	52,213	54,020	55,917	57,759	59,973
7	51,450	53,257	55,100	57,035	58,915	61,172
8	52,479	54,322	56,202	58,176	60,093	62,395
9	53,529	55,409	57,326	59,340	61,295	63,643
10	54,599	56,517	58,472	60,526	62,521	64,916
11	55,691	57,647	59,642	61,737	63,771	66,215
12	56,805	58,800	60,835	62,972	65,046	67,539
13	57,941	59,976	62,051	64,231	66,347	68,890
14	59,100	61,176	63,292	65,516	67,674	70,267
15	60,282	62,399	64,558	66,826	69,028	71,673
16			65,850	68,163	70,408	73,106
17			67,166	69,526	71,817	74,568
18			68,510	70,916	73,253	76,060
19			69,880	72,335	74,718	77,581
20			71,278	73,781	76,212	79,133
21			72,703	75,257	77,737	80,715
22			74,157	76,762	79,291	82,330
23			75,640	78,297	80,877	83,976
24			77,153	79,863	82,495	85,656
25			78,696	81,461	84,145	87,369
26			80,270	83,090	85,827	89,116
27			81,876	84,752	87,544	90,898

* Teachers who are on the BA+32/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						
2014-15 REGULAR						
Step	BA	BA + 15	MA/BA+32*	MA + 15	MA + 30	MA + 45
1	46,134	47,754	49,407	51,142	52,827	54,852
2	47,057	48,709	50,395	52,165	53,884	55,949
3	47,998	49,684	51,403	53,208	54,962	57,068
4	48,958	50,677	52,431	54,273	56,061	58,209
5	49,937	51,691	53,480	55,358	57,182	59,373
6	50,936	52,725	54,549	56,465	58,326	60,561
7	51,955	53,779	55,640	57,595	59,492	61,772
8	52,994	54,855	56,753	58,746	60,682	63,007
9	54,054	55,952	57,888	59,921	61,896	64,267
10	55,135	57,071	59,046	61,120	63,134	65,553
11	56,237	58,212	60,227	62,342	64,396	66,864
12	57,362	59,376	61,431	63,589	65,684	68,201
13	58,509	60,564	62,660	64,861	66,998	69,565
14	59,680	61,775	63,913	66,158	68,338	70,956
15	60,873	63,011	65,191	67,481	69,705	72,375
16			66,495	68,831	71,099	73,823
17			67,825	70,207	72,521	75,299
18			69,181	71,612	73,971	76,805
19			70,565	73,044	75,451	78,342
20			71,976	74,505	76,960	79,908
21			73,416	75,995	78,499	81,507
22			74,884	77,515	80,069	83,137
23			76,382	79,065	81,670	84,799
24			77,910	80,646	83,303	86,495
25			79,468	82,259	84,970	88,225
26			81,057	83,904	86,669	89,990
27			82,678	85,582	88,402	91,790
28			84,332	87,294	90,170	93,625

* Teachers who are on the BA+32/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				
*Grandfathered 2011-12				
Step	MA/BA+32	MA +15	MA+30	MA + 45
26	81,260	84,042	87,275	90,695
27	82,886	85,723	89,020	92,509
28	84,543	87,438	90,801	94,359
29	86,234	89,186	92,617	96,247
30	87,959	90,970	94,469	98,171
31	89,718	92,789	96,358	100,135
32	91,512	94,645	98,286	102,138
33	93,343	96,538	100,251	104,180
34	95,210	98,469	102,256	106,264

*Grandfathered 2012-13				
Step	MA/BA+32	MA +15	MA+30	MA + 45
27	83,698	86,564	89,893	93,416
28	85,372	88,295	91,691	95,284
29	87,080	90,061	93,525	97,190
30	88,821	91,862	95,395	99,134
31	90,598	93,699	97,303	101,117
32	92,410	95,573	99,249	103,139
33	94,258	97,485	101,234	105,202
34	96,143	99,434	103,259	107,306
35	98,066	101,423	105,324	109,452

*These compensation schedules only apply to staff in the Memorandum of Understanding.

APPENDIX A				
*Grandfathered 2013-14				
Step	MA/BA+32	MA +15	MA+30	MA + 45
28	86,209	89,161	92,590	96,219
29	87,933	90,944	94,442	98,143
30	89,692	92,763	96,330	100,106
31	91,486	94,618	98,257	102,108
32	93,316	96,510	100,222	104,150
33	95,182	98,440	102,227	106,233
34	97,086	100,409	104,271	108,358
35	99,027	102,417	106,357	110,525
36	101,008	104,466	108,484	112,735

*Grandfathered 2014-15				
Step	MA/BA+32	MA +15	MA+30	MA + 45
29	88,795	91,835	95,367	99,105
30	90,571	93,672	97,275	101,087
31	92,383	95,546	99,220	103,109
32	94,230	97,456	101,205	105,171
33	96,115	99,405	103,229	107,275
34	98,037	101,393	105,293	109,420
35	99,998	103,421	107,399	111,609
36	101,998	105,490	109,547	113,841
37	104,038	107,600	111,738	116,118

***These compensation schedules only apply 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 22 to the District Business Office.
- C. Teachers will be compensated at the hourly rate of \$30.40 for 2011-2012, \$31.00 for 2012-2013, \$31.60 for 2013-2014, and \$32.30 for 2014-2015. 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 - Fulton	Middle School
Range of Hours	50-75	50-75	50-75
Number of Sections	4	6	9

Category 2	Elementary - Kruse, Fierke & Memorial	Elementary - Fulton	Middle School
Range of Hours	20-49	20-49	20-49
Number of Sections	7	10	18

Category 3	Elementary - Kruse, Fierke & Memorial	Elementary - Fulton	Middle School
Range of Hours	5-12	5-12	5-12
Number of Sections	7	10	18

ELEMENTARY SCHOOLS	2011-2012	2012-2013	2013-2014	2014-2015
Fierke	24,084	24,566	25,058	25,559
Kruse	24,084	24,566	25,058	25,559
Memorial	24,084	24,566	25,058	25,559
Fulton	36,050	36,771	37,506	38,256
SUBTOTALS	108,302	110,469	112,679	114,932
CENTRAL MIDDLE	50,525	51,535	52,566	53,617
TOTALS	158,830	162,007	165,246	168,550

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		2011-12	2012-13	2013-14	2014-15
Cross Country	1		2,015	2,055	2,096	2,138
Boys Softball	1		2,235	2,280	2,325	2,372
Girls Softball	1		2,235	2,280	2,325	2,372
Boys Volleyball	2		3,671	3,744	3,819	3,896
Girls Basketball	2		3,671	3,744	3,819	3,896
Boys Basketball	2		5,405	5,514	5,624	5,736
Girls Volleyball	2		5,405	5,514	5,624	5,736
Track	3		2,524	2,574	2,625	2,678
Cheerleading	1		4,315	4,401	4,489	4,579

ATHLETIC STIPENDS				
CENTRAL	2011 – 2012	2012-2013	2013-2014	2014-15
Athletics	\$54,675	\$55,769	\$56,884	\$58,022

- 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 \$15.00 per hour. Ancillary staff shall be defined as timekeepers, crowd control, and score keepers.

APPENDIX D

BAND STIPENDS

	2011 - 2012	2012 – 2013	2013 - 2014	2014 - 2015
Band Director	\$10,748	\$10,963	\$11,182	\$11,406
Assistant Band Director	\$8,667	\$8,841	\$9,018	\$9,198

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.

	2011-12	2012-13	2013-14	2014-15
Acting Principal	1,250.00	1,250.00	1,250.00	1,250.00
Committee Work	33.80	34.20	34.50	34.80
Instructors	41.10	41.50	41.90	42.30
<i>*New Course Prep</i>				
<i>Previous Course Prep</i>				
Lunch Duty	20.00	20.00	20.00	20.00
PreK - 5 (substituting)	41.00	41.00	41.00	41.00
Staff Development	33.80	34.20	34.50	34.80
**Summer School				
<i>Extended School Year</i>	41.10	41.50	41.90	42.30
<i>Intervention</i>	41.10	41.50	41.90	42.30
<i>Summer Camp</i>	41.10	41.50	41.90	42.30
Teacher/Facilitator	1,218.90	1,231.10	1,243.40	1,255.80

* 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

DATED THIS ___ DAY OF JUNE, 2011

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

WITNESSES:

FOR THE BOARD OF EDUCATION

John Malloy, Vice President

Donna Framke, President

Julie Jackson, Secretary

Jack Carey

Dean Casper

Amy Connolly

Dennis Ryan

WITNESS:

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

President

Vice President