

# **Collective Bargaining Agreement**

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between the

Board of Education and the  
Country Club Hills Education Association

**2016-2019**

Country Club Hills  
School District

**160**

Country Club Hills

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Cook County Illinois



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## **PREAMBLE**

This professional negotiations agreement is made and entered into by and between the Board of Education, Country Club Hills School District Number 160, Cook County, Illinois, hereinafter referred to as the "Board", and the Country Club Hills Education Association, unified with the Illinois Education Association and with the National Education Association, hereinafter referred to as the "Association".

## **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive negotiating agent for all regularly-employed certified teachers, school nurses, social workers, guidance counselors, psychologists, speech pathologists, behavior interventionists, media specialists, and the coordinator of technology, except for the Superintendent, Assistant Superintendents, Business Manager, Principals, Assistant Principals, Deans of Students, Administrative Assistants, and supervisory employees as defined by the Illinois Educational Labor Relations Act.
  
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined in Section A above.

## **ARTICLE II – MANAGEMENT RIGHTS**

The Association recognizes that the Board has full authority and responsibility under the laws of the State of Illinois for making decisions as to the employment, tenure or discharge of any of its employees. The Board and the Association recognize, understand and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law and that the provisions of this Agreement cannot conflict with the provisions of the Illinois School Code, or other pertinent statutes of the United States and of the State of Illinois, as well as the decisions of the courts of the United States and of the State of Illinois. The Association recognizes that in the operation of its schools, the Board is guided by the regulations and criteria for the approval, recognition and accrediting of schools promulgated by the State Superintendent of Education of Illinois, the Superintendent of the Educational Service Region of Cook County, and federal education agencies when applicable. The Association recognizes the Board's right to delegate to its administrators all authority as provided for by the School Code provided that such rights shall be exercised in conformity with the provisions of this Agreement.

## **ARTICLE III – NEGOTIATION PROCEDURES**

- A. The parties shall exchange proposals on or before the second Monday in March. Matters not represented for consideration on or before the second Monday in March may not be considered during negotiations except by mutual agreement.

- B. The parties shall commence negotiations for a new agreement on or before April 1 and shall bargain pursuant to the terms and conditions of law.
- C. The date, time, place and agenda of the next meeting shall be established before the adjournment of any meeting.
- D. All communications between the parties, other than at negotiations sessions, including written requests for information, shall be addressed and delivered to the Superintendent or Chairperson for the Association negotiating team.
- E. Either party may maintain a secretary in attendance for recording purposes during negotiations.
- F. The parties acknowledge that they are subject to the provisions of the Illinois Educational Labor Relations Act (IELRA) as well as other applicable state and federal laws in negotiating and renegotiating the terms of this collective bargaining agreement as well as any other issues which are mandatory subjects of bargaining under the law. Should either party or both parties declare impasse, it is agreed that the parties will jointly request mediation services from the Federal Mediation and Conciliation Services (FMCS). If FMCS is unavailable the parties will meet to discuss alternate mediation services. If agreement on alternate services cannot be reached between the parties, the Illinois Educational Labor Relations Board shall be notified of impasse pursuant to the IELRA.

#### **ARTICLE IV– COMMITTEES**

**1. Advisory Curriculum Committee.** A committee of teachers shall be selected annually to serve in an advisory capacity to the Superintendent on matters relating to the improvement of curriculum and instruction. The function of the committee shall be to study, with the Superintendent, curricular and/or instructional areas of mutual interest, and develop recommendations. Committee membership shall be determined exclusively by the teaching staff but shall not exceed nine (9) members. The committee and the Superintendent shall attend the first ACC meeting of the year, to be set by mutual agreement, for the purpose of setting goals and priorities with the committee. The Superintendent and the Association President may attend any or all subsequent meetings at his/her discretion. ACC members shall be compensated with professional growth credit as defined in Article XVII, Section K.

**2. Labor Management.** A Labor Management Committee will be formed and meet 4 times per year at least once per school calendar quarter for a half-day during contractual hours, to discuss issues and concerns related to the contract. The Labor Management Committee meeting dates and time will be set by the Superintendent and the Association President. The Labor Management Committee will be made up of no more than four (4) Association members, including the Association President and one (1) representative from each school, and the Superintendent and his/her designee(s). Prior to each Labor Management Committee Meeting, the Association will provide an agenda to the Superintendent forty-eight (48) hours prior to the

meeting. The Superintendent can propose additional contractual topics to be discussed within twenty-four (24) hours of the meeting. Any topics on the agenda will have been presented to and discussed with the building principal prior to the Labor Management Committee Meeting.

**3. Teacher Administrator Board.** The Board shall recognize the Teachers-Administrator-Board Members Committee. The TAB Committee shall be comprised of a teacher representative from each attendance center, one additional representative of the CCHEA the CCHEA President, and a number of Board members and/or administrators not to exceed six (6) in number.

This Committee shall meet four (4) times during the year, at least once per school calendar quarter, to discuss issues of non-contractual mutual concerns. The agenda and meeting date shall be mutually determined by the Superintendent and the Association President prior to these meetings.

Nothing in this Section shall be construed to permit the TAB Committee to consider items pertaining to negotiations.

The TAB Committee meetings shall take place after the normal work day.

**4. Remuneration Committee.** A Remuneration Committee will be formed and meet a minimum of three (3) times per year, at least once for each of the first three quarters, for the purposes of monitoring the administration of the following pool of funds: Flexible Spending Account, payment for unused sick leave, and retirement benefits. This committee will be comprised of the Superintendent and/or designee(s) not to exceed more than a total of four (4) people and four (4) association members including the President. The Remuneration Committee Meetings shall take place after the normal work day.

## ARTICLE V- TEACHING HOURS AND ASSIGNMENTS

- A. The teachers' normal workday shall be from 7:30 a.m. until 2:45 p.m. However, no more than two days each month, the teachers' normal workday shall be from 7:15 a.m. until 2:45 p.m., in order to have staff meetings and give the Association an opportunity to meet, if needed. The listed hours shall be inclusive of a thirty-five (35) minute duty-free lunch period. Except in cases of emergency or unusual circumstances, no teacher shall be required to supervise students more than fifteen (15) minutes before the start of the school day nor more than fifteen (15) minutes beyond the close of the student day. The foregoing, however, shall not apply to extracurricular duties or parent conferences. No teacher shall be required to serve on any committee which meets beyond the normal workday as described above.
- B. During a full week of normal school days, each teacher shall be allocated no less than two-hundred twenty-five (225) minutes of preparation time, exclusive of duty-free lunch periods, within regularly scheduled student attendance periods. Additionally, each teacher shall be allocated at least one hundred fifty (150) minutes (thirty (30) minutes x 5 days per week) of professional learning community collaboration time with colleagues each week with two 30 minute periods per week of this time to be utilized for Principal directed collaboration time.

All other non-scheduled time as may exist during the prescribed teacher work day, within or outside the standard student attendance day, said amount of time to not be less than seventy-five (75) minutes per week, shall be allocated to and utilized for planning and/or developmental activities, student individual or group tutorial sessions, and parent-teacher conferences.

- C. Social workers, guidance counselors, psychologists and school nurses shall work one hundred ninety (190) days during each school year, which normally shall include working the week prior to the first teacher workday of the school year and the week after the last teacher workday of the school year, or some variation thereof as determined by the administration in consultation with the staff. Additionally, social workers, guidance counselors, psychologists, and school nurses may be required to work evening and weekends as needed in crisis situations. The social workers, guidance counselors, psychologists and school nurses will be compensated for the additional ten (10) work days and any necessary evening and weekends in a crisis by an annual stipend payment of five percent (5%) of the employee's salary and provided adequate documentation is provided to demonstrate hours worked and activities performed during any necessary evenings and weekends in a crisis only. Section B of this Article shall not be applicable to a social worker, guidance counselor, psychologist or school nurse, however, the social workers, guidance counselors, psychologists and school nurse shall be entitled to the same duty-free lunch period as teachers as set forth in paragraph A of this Section.
- D. For security purposes, all teachers shall sign in (name only) at the beginning of the workday and sign out with their name only at the end of the workday as defined in paragraph (A) above. Additionally, any teacher leaving the school for any thirty-five (35) minute period of time during normal work hours as defined in paragraph A above, shall also sign in and out for security purposes.

## **ARTICLE VI – NOTICE OF ASSIGNMENT IN COMING YEAR**

Teachers shall be notified in writing prior to May 1 of their tentative building and teaching assignments, including grade level and subject area for the coming year. Teachers shall be assigned within the scope of their certificates. For teachers whose assignment will change, prior to the issuance of a tentative staffing plan or a change in the tentative assignment, a conference to discuss the matter will be held with the teacher concerned. The final decision in the matter will be with the Superintendent and s/he shall give said teacher the decision and the reasons in writing on or before June 30th.

If a teacher is notified of a change in assignment after July 1, the teacher may resign without penalty or prejudice. Nothing in this Article shall be construed to prohibit any teacher from filing a written notice requesting consideration for reassignment or transfer. If the teacher is reassigned at any time to a different classroom, the district will be responsible for moving all the teacher's belongings and teaching supplies prior to the start of the new assignment.



## **ARTICLE VII – VACANCIES**

- A. A vacancy occurs when the Superintendent posts notice of a potential need for employment but shall not include the position of any employee on leave permitted and approved pursuant to the CBA. Posting of notice shall be a necessary condition for permanent employment. Except in cases of emergency, no such vacancy shall be filled on a permanent basis for at least ten (10) calendar days from posting.
- B. The Superintendent shall post in a designated area in each building and send via e-mail notice of all vacant and new certified and administrative positions. Such notice shall be accompanied by a current job description, statement of minimum qualifications and salary range.
- C. A copy of such notices shall be furnished to the Association President or his/her designee at the time of posting.
- D. Teachers may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Superintendent or his designee.
- E. All postings will be sent electronically to all certified teachers on the same day they are posted in the buildings throughout the year.

## **ARTICLE VIII – ASSOCIATION RIGHTS**

- A. The Association may post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building.
- B. The Association may use the District mail service and teacher mailboxes for communications to teachers, provided no additional cost is incurred by the District.
- C. The Association may use school buildings for Association meetings, provided that such meetings are scheduled through the building office and that when special services are required, the Board may make a reasonable charge. It is agreed that such meetings shall not interfere with or interrupt normal school operations.
- D. The School Board agrees to furnish, in response to reasonable requests, all available public information already compiled concerning the financial resources of the District such as, but not limited to, annual financial reports and audits, annual budgets, agenda and minutes of all Board meetings and Treasurer's reports.
- E. The Board shall furnish the Association President or his/her designee with a copy of current Board of Education policies and in addition thereto shall furnish the president or his/her designee a copy of all amendments to the same after they are approved by the Board of Education. In addition, the Association President will be provided with a copy of any new policies and/or revisions to current Board Policy. The Association President may request information or interpretations of newly adopted or modified policies from the Superintendent in writing which shall be provided within five (5) business days.

- F. The Association shall be permitted, upon advance reasonable request, to use the District duplicating equipment provided that such use shall not interfere with the District's use thereof, and provided that the Association shall reimburse the District for the actual cost thereof.
- G. The Association shall be granted professional leave with pay for a period of time not to exceed fifteen (15) days per school year for members' attendance at Association sponsored conventions, conferences and workshops, and Arbitrations, ULP Hearing and Court Hearings, involving the Association as a party and related to the District. Of the fifteen (15) days, a maximum of six (6) days may be used by the President, State, Building Representative or Regional Officers for Association business purposes other than those listed herein. It is understood and agreed that each person attending any qualifying event under this paragraph shall cause a day to be deducted from the fifteen (15) day allotment.
- H. Names and addresses of newly hired teachers who consent thereto shall be provided to the Association within fourteen (14) days of approval of their contracts by the Board.
- I. Provided the Association informs the building principal two (2) working days in advance of any scheduled faculty meeting, the Association shall have the right to address teachers at the conclusion of such meetings for at least fifteen (15) minutes and those teachers who wish to remain for such address may do so.
- J. In addition to the foregoing, the President of the Association and his/her designee shall be granted a half (1/2) released day per month of leave to attend Association business.

#### **ARTICLE IX – TEACHER RIGHTS**

- A. Members of the bargaining unit shall be free to participate in political activity, provided that such activity does not take place during working hours, on school property and provided also that neither school equipment nor staff, nor the pupils of the District be involved by the members in such activity, and provided also that the members of the bargaining unit conduct such activity as private individuals and not as representatives of the Board or the School District or its students.
- B. Whenever any teacher is required to appear before the Board of Education concerning any matter, which could adversely affect the continuation of that teacher's employment or the salary or any increments pertaining there to, the teacher shall be given prior written notice of the specific reasons for such meeting or interview and shall be entitled to have a representative of his or her choosing present for advice and representation during such meeting or interview. Notice shall be given the teacher no less than forty-eight (48) hours before the scheduled appearance by certified mail, return receipt requested and/or hand

delivered with a signed receipt. The 48-hour time period shall not include weekends or legal school holidays.

Whenever third and final year probationary teacher's contract is not to be renewed, the teacher will be afforded an opportunity to meet with district administration to discuss reasons for the non-renewal.

## 1) Fundamental Principles of Teacher Discipline

As a general rule the District agrees with the tenets of progressive discipline. The District will invoke progressive discipline procedures where appropriate. Progressive Discipline steps may be by-passed after a thorough investigation has been conducted. Teachers may be disciplined through verbal warnings, written warnings, written reprimands or suspension with or without pay, notice to remedy (or discharged by statute) provided, however, that no teacher shall be disciplined without just cause.

### (a) Teacher discipline will be progressive:

- (i) Verbal warning;
  - (ii) Written warning with a copy given to teacher;
  - (iii) Written reprimand with a copy placed in the teacher's personnel file for a period of time no longer than two calendar years of the date of the reprimand;
  - (iv) Suspension with pay, with the notice of the suspension with pay remaining in the teacher's personnel file for a period of time no longer than one year; if the allegations are unfounded, no mention of the suspension shall be placed in the teacher's file;
  - (v) Suspension without pay, with the notice of suspension remaining in the teacher's personnel file for a period of time no longer than two years;
  - (vi) Notice to Remedy;
  - (vii) Termination.
- (b) No disciplinary action will be taken for violations of school or district policies unless such policies are in writing, and teachers have been provided information about and, where appropriate, training on the proper application of policy.
- (c) No disciplinary action will be taken against a teacher for asserting his/her constitutional rights.
- (d) Written evidence relating to the contemplated discipline shall be used as the basis for teacher discipline when such documentation has been provided to and discussed with the teacher before the hearing.

## 2) Written Warnings and Reprimands

- (a) Prior to the issuance of written warnings and/or reprimands, the administrator shall conduct an investigatory meeting. Prior to such meeting, the teacher shall be given written notice, specifying the reason(s) for the meeting. The teacher shall have up to five (5) working days to review the charge. At the meeting the teacher shall be given

an opportunity to respond to the information provided. The teacher shall have the right to representation of his/her own choosing during the investigatory meeting.

- (b) If a decision is made to issue a written warning or reprimand, the teacher will receive a copy of the written warning or reprimand specifying the reason(s) for its issuance.

### 3) Suspension with Pay

- (a) The Superintendent or Board may suspend with pay.
- (b) Prior to the issuance of a suspension with pay, the Superintendent or an administrator shall conduct an investigatory meeting. Prior to such meeting, the teacher shall be given written notice, specifying the reason(s) for the meeting. At the meeting, the teacher shall be given an opportunity to respond to the information provided. The teacher shall have the right to representation of his/her own choosing during the investigatory meeting.
- (c) If a decision is made to place a teacher on suspension with pay, the teacher shall receive written notice of the suspension decision specifying the reason(s) for the suspension, the date(s) and duration of the suspension.

### 4) Suspension without Pay

- (a) The Board may suspend a teacher without pay.
- (b) Pre-Suspension Meeting. The Superintendent shall provide the teacher with reasonable written notice of the charges against the teacher and schedule a meeting with the teacher to review the charges. At the meeting, the teacher will be given an opportunity to respond to the charges presented. The teacher shall have the right to representation of his/her own choosing during the investigatory meeting.
- (c) Notification of Board Hearing. If, after such pre-suspension meeting, a decision is made to recommend suspension of the teacher without pay to the Board, three (3) calendar days before the hearing the teacher shall receive written notification of the suspension recommendation hand-delivered or delivered to the teacher by certified mail return receipt requested, specifying the reason(s) for the recommendation of suspension, the date(s) and duration of the suspension, and the teacher's right to a hearing with the Board of Education with representation of his/her own choosing.
- 5) Board Hearing. A hearing date shall be scheduled as soon as practicable. The teacher shall be given written notice of the time and place of the hearing at least three (3) working days prior to the hearing. The teacher shall have the right to representation of his/her own choosing at a board hearing.

- C. Teachers shall have the responsibility of assigning grades to students. If an administrator changes any grade, he/she will first discuss the same with the teacher where time and other circumstances permit and he/she shall initial the change as his/her own. In the event time and circumstances do not permit discussion with the teacher by the administrator, the teacher will be informed of the change in writing.

- D. When a non-employee of the School District directs a complaint concerning any teacher to the administration, the teacher's building principal shall inform the teacher of the same and direct the teacher to confer with the complainant in an attempt to resolve said complaint in an informal manner within two (2) days. Should the teacher be unable to effect a resolution with the complainant, the teacher shall report such nonsuccess to the principal as soon as possible. Thereafter, the principal shall confer with the teacher, complainant, or both, individually or jointly, in an attempt to resolve the complaint within two days.

In any event any party to the conference is dissatisfied or unable to resolve the same, the matter may be referred to the Superintendent who will set a meeting at which time the teacher and his/her representative (if any), and the Superintendent will be present. The author of such criticism, if available, may be invited to be present. If, during the meeting that individual uses profane language, exhibits threatening gestures, or otherwise becomes abusive, the teacher has the right to leave the meeting immediately. The administrator will then end the meeting and call the proper authorities if necessary.

Complaints initiated at the wrong level shall be redirected to the appropriate level.

- E. The official personnel file on each teacher shall be kept in the District Office. No other official personnel file of personnel matters will be kept by the District, excepting materials related to certification, payroll and confidential communication. Each teacher shall have the right, upon reasonable request, to review his personnel file and to receive copies, at Board expense, of any document contained therein. No documents of any nature shall be placed into a teacher's personnel file without advanced notification provided to the teacher. A teacher is entitled to have a representative of his choice at the viewing; a central office representative may also be present during such a review. The teacher shall have the right to place a written response to any materials in the file.
- F. A current agenda stating the approximate length, tentative items and proposed order of business, of the meeting shall be provided to the teachers at least twenty-four (24) to thirty-six (36) hours previous to each faculty meeting.

Members of the Administration scheduling meetings with teachers concerning negotiations, grievance procedures or conferences shall attempt to schedule such meetings when the same will not interfere with pupil instruction. If the Administration requires the teacher to be present at such meetings, the teacher shall be present and suffer no loss of pay therefore.

- G. The District recognizes its responsibility to give reasonable assistance to the teacher with respect to the maintenance of control and discipline of students.
- 1.) A teacher may send a student to the office of the Principal when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher shall follow administrative procedures established in the individual building and furnish the Principal with full particulars on the problem or incident.

teacher provides the Principal with a full statement of the particulars of the problem or the incident, the Principal shall inform the teacher of his/her actions in regard to the student.

- 2.) When a student is sent by a teacher to the office of the Principal, the teacher shall notify the building Principal or designee that the student is being sent to the office for grossness of their offense, persistence of his/her misbehavior or disruptive behavior. In matters of violence, the teacher will make a reasonable request to have an administrator or his/her designee to assist him/her in the classroom. The administration will adhere to the Code of Student Conduct in imposing discipline on students.
- H. All schools shall be maintained in clean, safe and healthful condition. Teachers will not be required to work under clearly hazardous conditions or to perform tasks which endanger health or safety. If any hazardous conditions are found to exist, such shall be reported immediately to the appropriate administrator.
- I. Members of the staff may meet with the School Administration and make suggestions and recommendations with respect to class scheduling and class lists. Class schedules and class lists will be distributed to staff prior to the close of the preceding school year.
- J. Teachers of each school may consult and advise the Administration on the types and amounts of textbooks, educational materials, and supplies to be used in the District. Teachers shall actively work at making recommendations and shall be so encouraged by their administrators. Teachers may consult with their administrators relative to their recommendations as they desire. Teachers and/or grade level and/or department, at the end of every year, may submit a classroom supplies order separate from the designated aforementioned. These supplies will consist of consumables that are used every day by the teacher. The District order form will be given to the teacher no later than twenty (20) school days before the end of the school year. The district will make the final determination regarding supplies to be ordered. In doing so, it will consider the district forms submitted by teachers. The district shall seek to ensure that regular supplies needed to operate a classroom will be purchased every year as funds are available. Once principals finalize orders, they will notify teachers of what or has not been ordered.
- Each teacher shall be allowed, upon prior approval by the Superintendent or his designee, to expend two hundred and fifty (\$250) dollars for materials and/or supplies annually. All materials and supplies purchased are the exclusive property of the Board.
- K. If an annexation, consolidation or other reorganization of the District, pursuant to the provisions of Article 7 and 11 of the Illinois School Code, is contemplated, the Association shall be advised of the anticipated changes and may make recommendations thereon. If and when such changes are made, all teachers shall retain the rights enumerated in this Agreement and the Illinois School Code.

## **ARTICLE X – TEACHER PROTECTION**

- A. The safety of staff and students is an issue of primary importance to the Board. As authorized by law, the Board agrees to protect teachers against death and bodily injury and property damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of employment or under the direction of the Board and the Board will provide release time for related, required court appearances. The teacher has an obligation to report incidents which he/she may reasonably expect to result in possible litigation. The report shall be made in writing in accordance with the district form. The report shall be submitted to the building Principal within ten (10) school days subsequent to the occurrence of the incident. The Principal will sign the form to indicate receipt and will provide a signed copy to the teacher. Such forms shall be filed separate from the teacher's personnel records.
- B. Any case of threatened or actual physical assault upon a teacher shall be reported to the building Principal within ten (10) school days subsequent to the incident. If requested by the teacher, in writing, the Administration will seek legal advice through the Board's attorney concerning the teacher's legal rights with respect to such assault or threatened assault. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Teachers have the right to file charges with the local Police Department, and the administration will file other reports/charges as required by law. The Board shall provide release time to the teacher for all necessary criminal appearances related thereto at no loss of salary, benefits, or leave days for such absence from duties. At the request of the teacher, a representative of the Board of Education will accompany and assist the teacher at all criminal proceedings.
- C. Consistent with the State of Illinois and applicable to Federal law, the employer will not discriminate against an employee based upon race, color, religion, sex, sexual orientation, national origin, age, ancestry, marital status, handicap or unfavorable military discharge.

## **ARTICLE XI– TEACHER EVALUATION**

### **A. Definition of Terms**

The following additional terms shall have the following meanings:

1. **Performance Evaluation Plan:** A plan to evaluate a teacher that includes data and indicators on student growth as a significant factor in judging performance, measures the individual's professional practice, and meets the requirements of Article 24A of the School Code and 23 Ill. Admin. Code Part 50.
2. **Formal Observations:** A specific window of time that is scheduled with the teacher by a qualified evaluator (and in no cases a bargaining unit member) to, at any point during that window of time, directly observe professional practices in the classroom or in the school,

and to acquire evidence of the teacher's planning, instructional delivery and classroom management skills. The formal observation shall involve an observation of the teacher in his or her classroom for a) a minimum of 45 minutes; or b) an observation during a complete lesson; or c) an observation during an entire class period.

3. Informal Observation: An observation of a teacher by a qualified evaluator, and in no cases a bargaining unit member, that is not announced in advance of the observation and not subject to a minimum time requirement. Evidence gathered during the informal observation shall be documented in writing and will result in written feedback to be presented to the teacher if it is to be used as part of the formal evaluation.
4. Remediation Plan: The process by which a teacher who has received an overall rating of unsatisfactory receives a remediation plan in accordance with the requirements of Section 24A-5 of the Illinois School Code and is coached, supported, and observed (formally or informally) for the purposes of improving the teacher's performance and determining continued employment. This process is coordinated by the Superintendent and is governed by a written remediation plan.
5. Professional Development Plan - A plan that is developed by the evaluator, in consultation with the teacher, for the teacher who has received a final summative rating of needs improvement, that is directed to the areas that need improvement and any supports that the district will provide to address the areas identified as needing improvement and the process by which a teacher is coached, supported, and observed for purposes of improving teacher performance in the areas marked as needing improvement. This process is initiated within 30 days of a teacher receiving a summative evaluation rating of Needs Improvement and is governed by a written professional development plan.
6. Qualified Evaluators: Shall have the meaning set forth in Section 24A-2.5 of the School Code and shall be an individual who has completed the prequalification process as required under Section 24A-3 of the School Code or Subpart E of Title 23 Part 50 of the Illinois Administrative Code and successfully passed the State-developed assessments specific to evaluation of teachers. Each qualified evaluator shall maintain his or her qualification by completing the retraining required under Section 24A-3 of the School Code or Subpart E of Title 23 Part 50 of the Illinois Administrative Code. Those administrators actively employed by the District, who are qualified under the Illinois School Code Section 24A-3 to evaluate teachers. In no case can a member of the bargaining unit evaluate another bargaining unit member. Teachers shall be evaluated by the Superintendent of Schools, the Director of Student Services (Special Education Teachers) and/or teachers assigned to a particular building shall be evaluated by his/her building administrators. The Superintendent may designate the evaluator for any teacher who's assigned to multiple school buildings.
7. Days (terminology): In the evaluation procedures, the term "days" shall refer to school days.



## B. Frequency of Evaluation

1. Non-tenured teachers: The performance of non-tenured teachers shall be evaluated in writing a minimum of twice each school year. The first formal evaluation shall be completed by the end of the first quarter of the school year; the second formal evaluation shall be completed by the end of the second quarter of the school year. Subsequent formal evaluations, if any, shall be completed by the end of the third quarter of the school year. However, for the purposes of RIF, it is the last summative evaluation for a school year that shall serve as the summative evaluation (if more than one exists) that counts with respect to evaluations relevant to grouping in a RIF. Form A, included herein by reference and as appended to this agreement, will be used for all evaluations.
2. Tenured teachers: Each tenured teacher shall be evaluated at least once in the course of every two school years, utilizing Form A, also included herein by reference and appended to this agreement. For each tenured teacher who received either an “excellent” or “proficient” performance evaluation rating in his or her last performance evaluation, a minimum of two observations are required during the cycle in which the current evaluation is conducted, one of which must be a formal observation. For each tenured teacher who received a “needs improvement” or “unsatisfactory” performance evaluation rating in his or her last performance evaluation, a minimum of three observations shall be required in the school year immediately following the year in which the “needs improvement” or “unsatisfactory” rating was assigned, of which two must be formal observations. The evaluation shall be completed by the end of the second quarter of the school year. Teachers who have newly-acquired tenure will be routinely evaluated on an every-other-year basis beginning in a teacher’s sixth (6<sup>th</sup>) year. Form A, included herein by reference and as appended to the agreement, will be used for each evaluation.
3. A tenured teacher who receives an “unsatisfactory” rating or “needs improvement” rating at the completion of an evaluation cycle will be placed back on the evaluation cycle of the following year. If the teacher receives a rating of “proficient” or “excellent” in the year following the rating of “unsatisfactory” or “needs improvement”, that teacher will be reinstated into regular schedule of evaluations.

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## C. Process of Evaluation

1. Teachers
  - a. Step 1: Notification. On or before the first student attendance day, the District, building administrator or designee shall provide each teacher to be evaluated that school year with a written notice that an evaluation will be conducted in that school term, with a copy of the District’s forms showing:
    1. A copy of the rubric to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating;
    2. A summary of the manner in which measures of student growth and professional practice to be used in the evaluation relate to the performance evaluation ratings of “excellent”, “proficient”, “needs improvement” and “unsatisfactory” as set forth in Section 24A-5(e) of the School Code; and

3. A summary of the District's procedures related to the provision of professional development in the event a teacher receives a "needs improvement" or remediation in the event a teacher receives an "unsatisfactory" rating to include evaluation tools to be used during the remediation period.

If a teacher is hired after the start of the school term, then no later than thirty (30) days after the contract is executed will this teacher be given written notice that a performance evaluation will be conducted and the additional items set forth above.

- b. Step 2: Pre-Observation Conference. Prior to each formal observation, the qualified evaluator shall meet with the teacher to describe the lesson that will be observed, describe the population of the class, mutually determine the observation date and time, and review the standards and the performance indicators for the observation. During the pre-conference, the teacher will submit a written lesson plan that will be conducted during the window of time when the formal observation may occur, and will recommend areas in which the qualified evaluator should focus during the observation, including particular standards and performance indicators as applicable.
- c. Step 3: Formal Observation. Each formal observation shall be conducted in accordance with 23 Ill. Admin Code 50.120 by a qualified evaluator, and in no cases a bargaining unit member, to acquire evidence of the teacher's planning, instructional delivery and classroom management skills. The formal observation shall involve an observation of the teacher in his or her classroom for a) a minimum of 45 minutes; or  
  
b) an observation during a complete lesson; or c) an observation during an entire class period. During the pre-conference, the teacher will indicate the length of the observation time (a, b or c). The teacher will recommend the performance indicators for the focus of evaluation from All Standards. The teacher will submit a written lesson plan that will be conducted during the window of time when the formal observation may occur. The teacher shall be given at least a two working day notice of such observation unless the teacher agrees to less notice.
- d. Step 4: Informal Observation. Each informal observation shall be conducted in accordance with 23 Ill. Admin. Code 50.120. Throughout the year, the qualified evaluator shall gather information to supplement data gathered during the formal observation process. Such information may be contributed by the qualified evaluator and/or teacher and may include, but is not limited to: (a) additional observations which may or may not be pre-arranged and which may or may not be followed by a conference; (b) weekly lesson plans; (c) unit plans; (d) student work; (e) teacher-designed materials; (f) memoranda/letters of commendation; (g) memoranda/letters of censure; (h) observations of supervisory activities outside of the classroom.
- e. Step 5: Written Evaluation. The qualified evaluator will provide written feedback following a formal observation to the teacher and provide the teacher with a copy of same within ten (10) working days of the formal observation. Following an informal observation, the qualified evaluator shall provide feedback to the teacher in writing.
- f. Step 6: Post Observation Conference. Following a formal observation, the qualified evaluator shall meet with the teacher to discuss the evidence collected about the teacher's professional practice. Within five (5) working days of the formal observation, a conference shall be scheduled to discuss the observation and delineate follow-up

activities, if necessary. The qualified evaluator shall provide the teacher with written feedback following an informal observation. The qualified evaluator shall also provide the teacher with an opportunity to have an in-person discussion with the evaluator.

- g. Step 7: Final Summative Evaluation. A final summative evaluation conference will be held at the conclusion of the evaluation cycle, during which time the teacher's final summative evaluation rating will be issued. The qualified evaluator shall complete the District Evaluation form and shall provide the teacher with a copy of the same within 2 working days prior to the final summative evaluation conference.

#### D. Ratings

##### 1. Rating of Standards (Form A)

- E: Excellent – Exceeds the standard
- P: Proficient – Fully meets the standard
- NI: Needs Improvement – Fails to fully meet the standard
- U: Unsatisfactory – Fails to meet the standard

##### 2. Overall Rating (Form A)

- E: Excellent – All standards rated Excellent; or all rated Excellent but two which are rated proficient.
- P: All standards rated Proficient or no more than two standards rated Needs Improvement with no standard rated Unsatisfactory.
- NI: Needs Improvement – Three standards rated Needs Improvement with no standard rated Unsatisfactory.
- U: Two standards rated Unsatisfactory or four or more standards rated Needs Improvement.

##### 3. Professional Growth and Professional Leadership Criteria

- a. Earning one semester hour of graduate credit;
- b. Earning one professional credit for professional service or growth activity;
- c. Participating in a program of continuous professional growth as proposed by the teacher;
- d. Serving as a supervisor for a student teacher;
- e. Earning one or more professional credits for professional service as a trainer or presenter;
- f. Participating in a program of professional leadership as proposed by the teacher.

#### E. Remediation

- 1. Identification. A teacher shall be placed on a remediation plan after receiving a summative evaluation rating of unsatisfactory.

2. Process.

- a. Within thirty (30) school days after completion of an evaluation rating of a tenured teacher as “unsatisfactory”, the Superintendent of Schools and/or designee(s) shall develop a Remediation Plan with participation of the teacher rated “unsatisfactory” and a consulting teacher and commence the plan.

The plan must take into account the teacher’s on-going professional development responsibilities including his or her regular teaching assignments. The components of the plan consist of the following:

1. Delineation of the area(s) that need(s) improvement
2. Specific recommendations of action that need to be taken to correct the area(s)
3. Supports the district will provide the teacher to address the area(s) identified as needing improvement
4. A timeline which will include:
  - I. The dates of when the plan will begin and end.
  - II. The number of observations that will take place by the qualified evaluator during the implementation of the plan.
  - III. The frequency of the observations and the time frame in which they will take place.
  - IV. The frequency of feedback conferences to provide the teacher with information concerning the progress of meeting the goals set forth in the plan and the time frame in which they will take place.
- b. The Plan shall be for ninety (90) school days within the classroom.
- c. The Plan shall identify the qualified administrator(s) who will conduct the evaluations.
- d. The participating administrator(s) of the remediation plan shall select a qualified consulting teacher from a list provided by the Association in accordance with Section 24A of the School Code.
- e. The participating administrator(s) shall evaluate the remediating teacher at the mid-point and the end of the 90 school day remediation period. Each evaluation shall include an assessment the teacher’s performance during the time period since the prior evaluation and a rating. The last evaluation shall also include an overall assessment of the teacher’s performance during the remediation period and the overall rating. A written copy of the evaluations and ratings, including any deficiencies in performance and recommendations for corrections, shall be provided to and discussed with the teacher within ten (10) school days of the date of the evaluation.
- f. If the teacher has attained a rating of proficient or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the 90-day remediation plan with a rating of proficient or better, he/she shall be dismissed in accordance with Section 24-12 of the School Code.

3. Consulting Teacher

- a. The Board of Education and/or its agent(s) shall select the consulting teacher from a list provided by the Association in accordance with Section 24A of the School Code.
- b. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
- c. Where no consulting teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements as listed in this document. The consulting teacher shall be governed by its relative parts of the bargaining agreement.
- d. The consulting teacher shall provide advice to the teacher, rated as unsatisfactory, on how to improve teaching skills and to successfully complete the remediation plan.
- e. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.
- f. The consulting teacher shall be informed, through conferences with the qualified administrator and the teacher under remediation, of the results of formal and informal observations and evaluations in order to continue to provide assistance to the teacher under a remediation plan.
- g. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
- h. A consulting teacher shall receive a predetermined amount of release time per week to perform the duties of a consulting teacher. A consulting teacher shall suffer no loss of any assigned preparation time to which they would regularly and ordinarily be entitled. In addition, they shall be provided clerical assistance necessary in performing the functions of a consulting teacher.
- i. The consulting teacher shall not participate in the formal evaluation process; however, the consulting teacher will be allowed to observe the remediating teacher's performance during the remediating teacher's regular classroom time. The sole purpose of such observations by the consulting teacher would be to provide the remediating teacher with feedback and suggestions for improvement.
- j. The consulting teacher shall not make any statements or comments about the performance of the remediating teacher to anyone other than the teacher him/herself or the teacher's exclusive bargaining representative.

#### F. Professional Development Plan

A tenured teacher receiving a summative evaluation of "Needs Improvement" will be placed on a Professional Development Plan within 30 school days of the receipt of the rating. The Professional Development Plan will be developed by the evaluator in consultation with the teacher, and taking into account the teacher's on-going professional responsibilities including his or her regular teaching assignments, of a professional development plan directed to the areas that need improvement and any supports that the District will provide to address the areas identified as needing improvement.

#### G. General Provisions

1. A copy of each written evaluation report signed by all parties shall be retained by the teacher prior to placement of the document in the teacher's personnel file. The signature of the teacher indicates that he or she has read the Evaluation Report and has knowledge of its content, but does not necessarily mean agreement with the same.

If a teacher wishes to respond in writing to the content of a written evaluation, the teacher must submit the response to the immediate supervisor within thirty (30) days of receipt of the evaluation. The written response shall be signed by all parties to the evaluation. The original shall be attached to the evaluation and become a permanent part of the evaluation. A copy shall be given to the teacher.

2. Nothing herein shall preclude the Board from dismissing a teacher if, at any time, the cause is considered irremediable, -
3. Nothing herein shall prevent the dismissal or non-renewal of non-tenured teachers for any reason not prohibited by applicable employment, labor and civil rights laws and this "Agreement".
4. Although every effort shall be made to meet the time requirements, any failure to strictly comply with the time requirements of this plan shall not invalidate the results of an evaluation or the remediation plan.

### ARTICLE XII– SCHOOL CALENDAR

While the Board of Education has the responsibility for adopting an annual school calendar, the Association may submit written suggestions, date and research concerning the same, prior to adoption. The calendar will include one (1) student early release day for each one hundred eighty (180) minutes of "excess" school time accumulated in accordance with Illinois law. A minimum of eight (8) such early student release days shall be scheduled in each such school term. These early student release days shall be used for staff development purposes. An advisory committee at each building will be created including teachers, administrators and other employees to recommend how one (1) in-service and four (4) School Improvement days will be used. The exact program for the days remaining shall be developed by the School Improvement Team in each building. In no case shall this time be used for faculty meetings.

### ARTICLE XIII – GRIEVANCE PROCEDURE

#### A. Definition

A grievance is a written complaint by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement, which complaint must include a plain and concise statement of the facts constituting the violation, misinterpretation or misapplication.

Days (terminology): In the grievance procedures, the term “days” shall refer to work days. If a grievance is not settled by the end of the school year or occurs after the end of the school year, the term work days shall refer to Monday through Friday with the exception of the 4<sup>th</sup> of July.

## B. Procedures

1). Informal Step: The grievant shall attempt to resolve any grievance in an informal, oral discussion with the building principal within twelve (12) days of the occurrence, or within twelve (12) days from the date when the grievant would have justified reasonable knowledge of the conduct being grieved.

2.) Formal Steps: Formal Step One. If the grievance cannot be resolved informally, the grievance, in writing, shall be filed with the building principal or his designated representative within twelve (12) days of the date of the discussion at the Informal Step. The principal or his designated representative shall confer with the grievant in an attempt to resolve the grievance and shall render a written statement giving the basis for the decision within ten (10) days of the filing of the grievance at Formal Step One.

Formal Step Two. If a mutually satisfactory agreement is not reached at Step One, the grievant may refer the grievance in writing to the Superintendent or his designated representative within ten (10) days after receiving the written decision at Formal Step One or within ten (10) days of the date the decision at Formal Step One should have been rendered. The statement shall include the steps taken to resolve the grievance and the decisions reached to that date. The Superintendent or his designated representative shall confer with the grievant and shall render a written statement giving the basis for the decision within ten (10) days of filing of the grievance at Formal Step Two.

Formal Step Three. If a mutually satisfactory agreement is not reached at Formal Step Two, the grievant may refer the grievance, in writing, to the Board of Education within ten (10) days after receiving the written decision at Formal Step Two or within ten (10) days of the date the decision at Formal Step Two should have been rendered. The Superintendent shall receive a copy of all communications to the Board of Education. The Board of Education shall hear and consider the grievance at its next regular meeting. The Board of Education shall render a written statement giving the basis for its decision within ten (10) days after hearing the grievance and shall communicate this decision through the Superintendent’s office to the parties concerned.

Formal Step Four. In the event the grievant is not satisfied with the disposition of the grievance at Formal Step Three, or if no decision has been rendered within ten (10) days after the hearing by the Board of Education of the grievance, or if the Board elects not to hear the grievance, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Rules of the American Arbitration Association. If the demand for arbitration is not filed within twenty (20) days of the Board’s decision or within twenty (20) days of the date the Board’s decision should have been rendered, the grievance will be deemed to have been withdrawn. The arbitrator shall have no power to alter the terms of this Agreement. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted or misapplied. The decision of the arbitrator shall be rendered in writing to the Board and the

Association and shall be binding on both parties. The cost of the arbitration shall be shared equally between the Board and the Association, including the cost of a transcript if requested by the arbitrator.

The grievant shall have the right at any step in the procedure to be represented at all hearings or meetings by a duly authorized representative of his own choosing. The Superintendent and the Board of Education at Formal Steps Two, Three and Four may have the principal and/or an advisory person at any hearings or meetings.

If the Association and the Superintendent agree, Formal Step One and/or Formal Step Two of the grievance procedure may be bypassed and the grievance brought directly to the next step.

A grievance may be withdrawn at any step without establishing precedent.

The Association agrees that it will take not reprisals of any kind against any party in interest, any representative, any member of the Association or any other person for his refusal to participate in the grievance procedure. The Board shall not take any reprisals against any party participating in a grievance.

Grievance records shall be stored in the District office and not in the teacher’s personnel file.

**ARTICLE XIV– LEAVES**

- A. Sick Leave. For the 2016-2017 school year, teachers shall be entitled to sick leave with pay according to the following tier schedule: 0-4 years = 12 days, 5-10 years = 14 days, 11-15 years = 15 days, more than fifteen years = 16 days. For each school year thereafter, teacher shall be entitled to sick leave with pay according to the following tier schedule: 0- 11 years = 12 days, 12-15 years = 14 days, 15+ years = 16 days. Unused sick leave may be accumulated to three hundred forty (340) days. Sick leave is to be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. Immediate family is interpreted to mean the spouse, father, mother, son, daughter, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, legal guardians, civil union partner, and stepchildren of a teacher and their spouse.
1. An employee shall be allowed to use thirty (30) workdays of his/her sick leave for the birth of a child. After thirty (30) days of paid sick leave, the district may request medical evidence to support the need for more paid leave.
  2. An employee shall be allowed to use up to thirty (30) workdays of his/her sick leave to adopt a child or place a child for adoption. The school board may require that the employee provide evidence that the formal adoption is underway.
- B1. Special Sick Leave. In the event any tenured teacher or any teacher in his/her fourth year of service has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of the remainder



of the school year and one additional school year next following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the employee is unable to return to work, said employee shall conclusively be determined to be totally and permanently disabled and his or her employment shall cease. In such case, the board shall cooperate with the employee in assisting the employee with the Illinois Downstate Teachers' Retirement System for securing any disability benefits the employee may be entitled to receive. A non-tenured teacher in his or her first, second or third year who has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons may be granted a leave for the remainder of the school term following the exhaustion of all sick leave benefits,

B2. Bereavement Leave – Teachers will be granted four (4) bereavement days with pay for the death of immediate family members.

The “immediate family” will be defined as: spouse, father, mother, son, daughter, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents, legal guardians, civil union partner, and stepchildren of a teacher and their spouse.

C1. Personal Leave. Teachers shall be granted personal leave with pay not to initially exceed a total of two (2) days in any one school year. Application for personal leave shall be forwarded through the building principal to the Superintendent for his/her approval. Leave shall be granted for personal or professional business which cannot be scheduled except during school time, or for religious observance. Personal leave may not be taken for holiday, vacation, recreational purpose or for engaging in profit making activities. Application for personal leave may, in exigent circumstances, be made directly to the Superintendent. A teacher does not have to give a reason for taking personal leave. Unused personal leave will be credited to accumulated sick leave, but not in excess of two hundred sixty (260) days with the following exception. Teachers shall have the option of carrying over one unused personal leave day into the next school year. In no such case, however, shall unused personal leave days exceed three (3) in any one year. Normally such leave shall not take place during the first or last week of the school term, or the day preceding or following a school holiday or vacation period. In emergencies, provided the leave is for an otherwise valid reason, and not to extend a holiday or vacation period, the Superintendent shall grant such leave during such times to a maximum of six (6) such applications, on a first-come, first-served basis.

C2. Additional Personal Leave. A teacher who has served for ten (10) consecutive years of full-time employment shall be entitled to an additional personal leave day during a school year. Moreover, after fifteen (15) consecutive years of full-time employment, a teacher shall be entitled to a second additional personal leave day during a school year. Any teacher who uses such additional day(s) shall reimburse the District an amount equal to the prevailing daily substitute teacher rate for each additional day of personal leave regardless of whether a substitute teacher is employed in connection therewith. Unused additional personal leave, as described heretofore, shall not be credited as accumulated sick leave, nor shall any unused day be carried over into the following school year as referenced in C1 above.

D. Parental Leave. A parental leave of absence without pay shall be granted to a teacher for the purpose the birth, adoption or rearing of a child, or to a teacher who adopts a child. A request for this leave shall be made before the expected commencement of the leave. The request for absence for birth shall be accompanied with a certificate of pregnancy signed by a qualified physician giving the expected date of delivery. In the case of pregnancy, the beginning and termination of the leave shall be determined by mutual agreement of the employee and the Board, based upon the recommendation of the attending physician and the Superintendent. In the case of adoption or child rearing, the beginning and termination of the leave shall be determined by mutual agreement of the employee and the Board, based upon the recommendation of the Superintendent. The maximum duration of such leave shall be for the remainder of the school term plus one additional school term. However, in its sole and non-reviewable discretion, the Board may extend the duration of such leave (or leaves) on individual bases, upon the recommendation of the Superintendent, provided that such extension(s) shall not be deemed precedential in any effect. A teacher on leave for one year must give written notice on or before March 1 that he or she intends to return for duty for the next school year. A teacher on leave for less than one year must give written notice of return to duty on or before a date to be fixed by the Board at the time it grants such leave. A teacher's failure to comply with the notice requirements of this paragraph may be considered by the Board, in its sole discretion, as a resignation. Placement on return shall be determined by the Superintendent based upon the positions available. Upon return to duty, the teacher shall receive salary and classification no lower than that to which the teacher was entitled at the time of such leave. Nothing in this Section shall prohibit a teacher who is disabled due to pregnancy from receiving the sick leave to which the teacher is entitled, and then returning to work when the teacher is no longer disabled.

E. Leave of Absence. A tenured teacher may make written application to the Superintendent for leave not to exceed one year for purposes of study, travel, research or for personal reasons. The leave, or an extension of the leave, may be granted at the discretion of the Superintendent with the approval of the Board of Education after consideration of the merits involved. Such leave shall be without pay or sick leave. The decision of the board shall be forwarded in writing to the applicant within forty-five (45) days after the application is received. Application for an extension of such leave must be made no later than March 1, if the teacher was granted leave for one year. If leave was granted for less than one year, application for an extension thereof must be made by a date to be fixed by the Board at the time it grants such leave. A teacher on leave for one year must give written notice on or before March 1 that he intends to return to duty for the next school year. A teacher on leave for less than one year must give written notice of return to duty on or before a date to be fixed by the Board at the time it grants such leave. Placement on return shall be determined by the Superintendent on the basis of positions available. Upon return to duty, the teacher shall receive salary and classification not lower than that to which he was entitled at the time of such leave. A teacher's failure to comply with the notice requirements of this paragraph may be considered by the Board, in its sole discretion, as a resignation.

F. Professional Leave. A teacher may be granted a leave with pay to attend professional meetings of organizations of which he or she is a member for the purposes of academic growth and/or to promote the teacher's proficiency in the classroom. Such requests shall be made in

writing to the Superintendent for his approval at least two (2) weeks in advance of the meeting. The decision of the Superintendent shall be final.

In addition to the foregoing, each teacher shall be entitled to one (1) professional day each school year of purposes such as increasing proficiency with technology and planning and articulation with colleagues. This day may be taken in half-day segments. Request for such leave, including a statement of the teacher's plans for the day, shall be submitted to the Principal at least two (2) weeks in advance of the planned leave. The professional day may not be taken on a day before or a day after a holiday. The professional day may be taken between October and April with the exception of state and local assessment and/or make-up days. The Superintendent reserves the right to approve the teacher's plan. The decision of the Superintendent shall be final.

G. Any unpaid period of leave shall not count towards continuous service for purposes of computing seniority or length of service, but shall not break contractual continued service of a tenured teacher. This provision shall be effective prospectively for the commencement of the 1984-1985 school year and shall not retroactively affect the seniority list negotiated in January, 1984, between the Board and the Association.

H. FMLA – Family Medical Leave Act. Teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

1. Definitions – As used in this Section:
  - a. “Eligible teacher” means a teacher who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede this period of the requested leave.
  - b. The term “academic term” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
  - c. The term “equivalent position” shall mean position that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority.
  - d. Other terms shall be defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

2. Purposes –

Eligible teachers shall be granted leave during any academic term for one or more of the following reasons:

- a. The birth of a child and to care for the newborn child within one year of birth;
- b. The adoption of a child or the placement of a child for adoption or foster care;
- c. To care for an adopted or foster child with a serious health condition;

- d. To care for a spouse, son, daughter or parent who has serious health conditions;
- e. A serious health condition that makes the employee unable to perform his/her job;
- f. Due to any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in a foreign country; and
- g. To care for a covered service member with a serious injury or illness (military caregiver leave).

### 3. Duration –

Leaves requested for the purposes listed in Sections 2a., b., c., d., e., and f. above shall be granted for a total period of twelve (12) workweeks unless a leave of shorter duration is requested by the eligible teacher and supported by medical certification, or unless the teacher is, by virtue of another Section of this Article XV, entitled to a leave of longer duration.

Leaves requested for the purposes listed in Section 2g. above shall be granted up to a total of twenty-six (26) workweeks of unpaid leave during any twelve (12) month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Teachers may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.

### 4. Notification –

In any case in which the necessity for leave under subparagraphs 2a) or b) is based upon an expected birth or placement for adoption or foster care, the eligible teacher shall provide the Superintendent at least sixty (60) days' notice before the date the leave is to begin, of the teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances such notice is not practicable, said teacher shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph 2c. or d. is based upon illness or a serious health condition, the eligible teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible teacher shall provide the Superintendent with not less than sixty (60) days' notice before the date the leave is to begin, of the teacher's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the teacher shall provide as early a notice as practicable.

### 5. End of Academic Term –

The District may apply the FMLA's special rules regarding limitations on leave during the end of an academic term (29 CFR 825.802).

6. Repealer –

In the event the Family and Medical Leave Act is repealed, then this Section of this Article shall, as of the date of repeal, no longer be in force and effect.

I. Continuation of Insurance Coverage During Leave –

Except in those cases where the Family and Medical Leave Act provides that the Board shall pay the premiums, a teacher may continue insurance coverage while on leave at the teacher's own expense.

**ARTICLE XV – REDUCTION IN FORCE**

- A. If the Administration proposes that teachers be honorably dismissed within the meaning of the law, the Association and the Board shall enter into collective negotiations concerning the decision to reduce-in-force and the impact thereof prior to formal Board action, provided, however, that the foregoing shall not be interpreted to prohibit the Board from acting to dismiss such teachers if agreement is not reached by March 1 of any year. Negotiations shall commence by the first Monday of school attendance in January. If no agreement has been reached by March 1, the Board may act to dismiss teachers, but the Board shall be required to thereafter negotiate the impact of such action.
- B. Any program of honorable dismissal shall comply with the provisions of statutory and decisional law then appertaining.
- C. When honorably dismissing teachers, the Board shall determine seniority and length of service as follows:
- 1.) "Length of continuous service" shall mean the uninterrupted period of time while in the full-time employ of the Board in any position set forth within the Recognition Clause of this Agreement and which requires a Professional Educator's License, excluding those periods of time of unpaid leaves of absence.
  - 2.) "Date of hire" shall mean the date on which and order in which the Board of Education formally employed each teacher.

## ARTICLE XVI - REMUNERATION

### A.1 Progression Levels

Level 1 & 6: Annual Experience

Level 2 & 7: Awarded after eight (8) post-degree semester hours

Level 3 & 8: Awarded after sixteen (16) post-degree semester hours

Level 4 & 9: Awarded after twenty-four (24) post-degree semester hours

Level 5: Awarded after thirty-two (32) post-degree semester hours

In order for teachers to progress vertically on the salary schedule, teacher must earn at least eight (8) graduate hours of credit within fifty-four (54) calendar months after the date of hire or the teacher will be frozen on the salary schedule for vertical movement. This requirement of earning graduate credit shall not apply to teachers once they obtain a Masters' Degree. If a teacher was previously employed by the district and accumulated said hours during their employment with the district they will not be expected to fulfill this requirement a second time should they return to the district within three years.

Any teachers required to work more than one hundred eighty (180) days shall be paid an amount equal to one hundred eightieth of their salary for each additional day. Social workers, psychologists, guidance counselors and school nurses will receive an additional stipend consisting of an amount not to exceed 5% of the compensation schedule salary to compensate for required evening and weekend work provided that prior notification is sought prior to performing the work and that said payment shall accrue on a per diem hourly basis for the employee up to the maximum of five percent (5%) of the employee's base salary. In addition, the social workers, psychologists, guidance counselors and school nurses shall be required to annually work an additional ten (10) workdays beyond one hundred eighty (180) days at a per diem of the employee's base salary rate.

### A.2 Teachers' Health Insurance Security Fund Contribution

In addition to the gross compensation paid by the Board under this Agreement, the Board shall pick up and pay on behalf of all teachers covered by this Agreement, their entire contribution to the Teachers' Health Insurance Security ("THIS") fund at a 1.02% rate as required by 5 ILCS 375/6.6 The Board shall remit this contribution to the Illinois Downstate Teachers' Retirement System ("TRS") as the fund's collection agent.

In the event the amount of the teacher's THIS contribution is increased beyond the 1.02%, the parties agree that the Board shall pick up and pay one-half of said increase on behalf of the teachers and that teachers shall contribute the remaining one-half of the increase beyond the new rate.

Payment of the THIS fund contributions by the Board shall be not be reportable to TRS as creditable earnings and shall not be included in the taxable income of any teacher covered by this Agreement.

B. Salary Schedule Placement.

The Board may, upon the recommendation of the Superintendent of Schools, place new faculty members on the salary schedule at position which reflect some or all of the previous experience, training, education, degree, and related factors of each teacher and provide related remuneration.

The Superintendent will use the following:

1. New faculty members shall be placed no higher than step 10 on the salary schedule for “related experience” and no higher than step 12 on the salary schedule for a combination of teaching experience and “related experience”.

Thereafter, the teacher shall progress on the salary schedule as will all of the teachers.

A former teacher who returns to the District shall be placed on the salary schedule with full credit for all years of previous service in the District.

Teachers with previous service to the District, upon entering into continued contractual service, shall have unused accumulated sick leave reinstated as follows:

1. Commencing with the beginning of the third year of re-employment: 30% of unused sick leave accumulated prior to employment.
2. Commencing with the beginning of the fourth year of re-employment: an additional 30% of unused sick leave accumulated prior to employment.
3. Commencing with the beginning of the fifth year of re-employment: an additional 40% of unused sick leave accumulated prior to employment for a total of 100% of sick days.

A social worker having a Master of Social Work shall be placed on the MA+24 salary lane.

C. Post-Degree Credit/Tuition Reimbursement

All post-degree credit after employment must be pre-approved by the Superintendent prior to the commencement of such work in order to qualify for reimbursement and to be applicable to movement on the salary schedule. Approval shall be granted for courses taken for advanced or further certification requirements, expansion of knowledge of school subjects taught in the District, expansion of knowledge of teaching methods, and/or psychology, completion of advanced degree requirements, and/or professional development.

The Superintendent may consider approval of courses subsequent to their completion.

Approval for undergraduate credit shall be limited to an accumulated maximum of fifteen (15) undergraduate hours, subject to the provision of paragraph 1.

The Board shall reimburse the teacher for his/her actual tuition cost upon completion of such pre-approved course work as described below. In order to qualify, the teacher must earn a grade of “B” or better for graduate work, “C” or better for undergraduate work, or “Pass” when permitted

by the institution. The Board's obligation to reimburse for such course work shall be limited to no more than 45 graduate hours beyond the Bachelor's Degree and no more than 45 graduate hours beyond the Master's Degree.

The Board shall establish a fund for the designated school years for tuition reimbursement.

Any teacher who receives the approval of the Superintendent shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum per course hour as indicated below.

Teachers requesting reimbursement must submit suitable evidence of successful course completion for the same before September 30 of the school year following completion of the graduate course work. Failure to submit the request for reimbursement by September 30 will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement, the teacher must return as a regular employee of the District the September following completion of their course work. Failure to submit official transcripts by December 31 of each year shall result, without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board, either within fifteen (15) days, or the Board may commence salary deductions for such payments in equal installments for the remainder of the school year.

From the fund designated by the Board, if all requests for reimbursement do not exceed the sums indicated below, then and only then shall teachers submitting reimbursement requests receive the actual cost of tuition to the maximum reimbursement.

If, however, the sum total of reimbursement requests exceeds the sums indicated below, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sums and further provided that each teacher shall first be reimbursed for one (1) college course not to exceed three (3) semester hours. If sufficient funds remain, teachers who have taken more than one (1) such college course or who have taken a course which exceeds three (3) semester hours, shall be reimbursed for all such additional courses or hours subject to the per course maximum payment amount or proration provision contained herein. During the term of this Agreement, the Board shall designate \$20,000 each school year for the tuition reimbursement fund. The maximum reimbursement for one (1) semester hour of college credit shall be two hundred fifty dollars (\$250).

Notwithstanding the foregoing, no teacher shall receive reimbursement for the completion of greater than twelve (12) hours of course work during any given school year.

The maximum fund amounts set forth above shall be available for tuition reimbursement for course work completed during the years indicated. However, actual tuition reimbursement for course work completed during a given school year shall be made from the fund for that year subsequent to September 30 of the following school year.

Teachers requesting credit on the salary schedule for work taken shall comply with all of the provisions of this Section and in addition thereto, shall submit suitable evidence of completion before September 30 of each year following completion of the course work. Failure to so submit shall result in the failure of the teacher to receive salary placement until the next year. Failure to



submit official transcripts by December 31 of each year shall result, without further action, in forfeiture of salary placement, in return to the previous salary schedule placement, and the teacher shall then repay the amount of money previously paid in salary, or the Board may commence salary deductions for such repayments in equal installments for the remainder of the school year.

D. Supplemental Pay

Extra Duty Compensation: Teachers who volunteer for or are assigned extra duties, as defined herein, shall receive extra duty compensation according to the schedule below, or may, as stipulated hereinafter, request professional growth credit in lieu thereof for select extra duty assignments. Extra duty compensation for internal substitution and lunchroom supervision shall be paid on the regular payroll schedule. Extra duty compensation for assignments shall be paid in two installments, December and June.

The following assignments shall be considered extra duty assignments and qualify, therefore, for extra duty compensation:

Category 1.

An extra duty assignment as an advisor, coach, coordinator, director, or sponsor of activities such as interscholastic and intramural athletics, school service groups, student clubs, band and chorus, and academic competitions.

Category 2.

An extra duty assignment as an associate, collaborator, coordinator, instructor, member, mentor or supervisor related to activities such as internal substitution (if planning time is surrendered), lunchroom supervisor (if, as a consequence, weekly planning time is less than required herein), summer school, extended day teaching, special committee work, and gifted education oversight.

All extra duty compensation, except as otherwise specified, shall be determined by multiplying the rate of percent in the following table by the base salary (Step 1, Level 1) for the 2018-2019

Category 1

- 14.0% Band director; chorus director (36 week)
- 2.25% Mathletes coach; math olympiad coordinator; science fair coordinator; writing talent search coordinator; intramural athletics director (9 weeks); student club sponsor (9 weeks)
- 3.25% Pompon coach; student council advisor; newspaper advisor; yearbook advisor; National Junior Honor Society advisor
- 4.25% Cheerleading coach
- 4.75% Volleyball coach
- 6.25% Basketball coach

## Category 2

0.15% Internal substitution; lunchroom supervision; summer school instructor; extended day teaching; special committee work; gifted education oversight (Rate is per hour). \$200  
Honorarium for serving as a mentor for a new teacher

Under this section, the term “internal substitution” shall mean when a teacher agrees to forego his/her lunch or plan period in order to supervise the classroom of another teacher.

Teachers who receive additional students in their class due to not having a substitute teacher, would divide the daily rate of pay of One Hundred Twenty Five Dollars (\$125.00) per day for splitting a class.

In filling extra duty assignments, the administration will first offer and fill extra-curricular positions with bargaining unit members as long as a bargaining unit member meets minimum qualifications outlined in the extra duty assignment posting. If, more than one bargaining unit member meets the qualifications, then experience and seniority may be considered in filling the position. The administration retains the sole and exclusive right to determine qualifications as the same relate to any extra duty assignment; however, if teachers who were previously qualified for such positions and are no longer qualified, they can apply for the opportunity to receive necessary training if available. The district shall post the position(s) for a minimum of ten (10) days. If, at the end of that time period no certified staff has applied, a second posting will go out regarding extra-curricular positions for a minimum of five (5) days. If no certified staff personnel have applied for the position(s) the district may open the job to a non-certified staff member or a person out of District.

The administration shall consult with the teachers regarding the kind of activities to be offered for students and the duration of said activities. The final decision regarding the scope of activities to be offered and the assignment of staff shall be reserved to the administration.

Anticipated extra duty assignments, except for internal substitution and lunchroom supervision, shall be posted in order to invite teachers to apply for said assignments. Postings shall specify whether the extra duty assignment is to be compensated according to the preceding schedule, compensated with professional growth credit as defined in Section K hereafter, or whether the teacher has an option to select the method of compensation. Postings will conform with the following protocol:

1. Special committee work underwritten by grant funds will be compensated according to the foregoing schedule and will not be eligible for compensation in the form of professional growth credit.
2. Special committee work underwritten by local funds will be compensated with professional growth credit for service during the school year.
3. For special committee work underwritten by local funds and conducted during the summer, teachers will have the option of electing to be compensated according to

the foregoing schedule or electing to receive professional growth credit in lieu thereof.

Additional types of extra duty assignments may be added during the term of this Agreement. In the event that any such assignments are created, they shall be compensated at a rate which is similar to those listed for positions which are substantially similar in scope and responsibilities.

Extra duty assignments which occur under the auspices of another governmental unit, e.g., Rich Township drug prevention committee work or Snowflake direction/supervision, shall not be subjected to terms of this compensation schedule.

#### E. Payroll Deductions

The Board of Education shall make those deductions required by law from the wages paid to employees, and shall remit the same to the agencies for whom such deductions are made. At least annually, the Board shall summarize the gross amounts of such withholding for the employee, and for each pay period the employee shall receive a wage statement indicating the deductions and purpose thereof.

The Board of Education shall also deduct from employees' pay those amounts at those time, all as authorized by the employee, only as permitted by law. Such deductions shall terminate when the authorizations therefore revoked in writing by the employee.

The employee shall authorize such deductions as permitted by law. Such forms shall provide a copy of this provision, and shall contain a warranty of indemnification executed by the employee whereby the employee shall indemnify, defend and save harmless the Board of Education, its members, employees and agents from any and all liability on behalf of making (or of terminating) such deductions as authorized (or revoked) by the employee.

At the teacher's request, deductions for insurance and credit union purposes shall be made from each paycheck throughout the year; deductions for labor association dues from each paycheck from October through May, and Community Chest deductions shall be made over a period of three (3) months.

#### F. Payroll Procedures

Teachers' salaries shall be paid every other Friday. If such date falls during a holiday vacation period, payment therefor shall be made on the last workday before such dates. In the event of a resignation or retirement of a teacher effective at the conclusion of the school year, all pay earned by such teachers, upon their request, shall be paid no later than June 30.

Teachers under continuing employment shall have the option of receiving all remaining salary for the school on the regular payroll Friday following the last day of school, or, in lieu thereof, shall continue to receive salary payments on regular salary paydays during the summer. Teachers under continuing employment shall select payroll options for the next school year no later than May 1 of

the current year; new employees shall elect a payroll option at the time of employment. Failure to make a selection by May 1 will result in a continuation of the previously selected option.

#### G. Insurance

The Board will provide group insurance benefits at all times substantially similar to the summary benefits provided by the insurance program in effect for the 2015-2016 year as set forth in this section, although the Board may, from time to time, in its sole judgment select alternative insurance companies, provided that the Board first consults with the Association concerning any such change in companies. Any change in the benefit structure shall be negotiated with the Association. Beginning in the 2016-2017 year, the PPO option shall provide coinsurance at the [80%] level for coverage in network, and a 70% level for coverage out of network. The Board shall pay the related increase in the utilization review fee. The Board shall maintain an HMO option to for the group health insurance benefits provided for teachers.

The Board and the Association agree to the following additional plan design changes beginning in the 2018-2019 school year:

1. The PPO deductible shall be increased to \$400 per individual and \$800 per family;
2. The prescription drug co-pays shall be set at a three-tiered structure of \$15/\$30/\$50;
3. The HMO shall have an office visit co-pay of \$25 and \$25 for an office visit for a Specialist;
4. The HMO shall have a \$100 deductible for hospital admissions;
5. The HMO shall have a \$100 emergency room co-pay;
6. The HMO shall have a \$50 outpatient surgery co-pay.

The Board shall pay 100% per month of the cost of the individual employee's premium for health, dental, life and AD & D insurance for those employees eligible and participating. Effective only for those employees first hired in the 2003-2004 school year and thereafter, the Board payment towards health insurance shall be limited to the cost of individual coverage in the HMO. Such employees may obtain coverage under the PPO by paying the difference in the premium cost through payroll deduction.

If the employee is eligible and desires to participate, the Board shall pay 65% of the cost of the employee's premium for family coverage. In the event the premium for family coverage should increase in any year by more than 7% beyond the amount of the premium cost in effect during the previous school year, the Board shall be required to pay only 50% of the increase beyond the 7%. The remainder of the premium for health, dental, life insurance and AD & D insurance under the family coverage shall be purchased at the employee's expense.

In lieu of having the cost of the premium for single medical insurance applied toward the group insurance plan aforesaid, employees shall have the option of applying the amount of only \$25.00 per month for paid-up life insurance or income protection or of receiving that amount in cash. Said payment shall not be cumulative over the course of this Agreement.

Notwithstanding anything in the previous provision to the contrary, the Board and the Association agree that the Board shall the right to change the total cost impact of the insurance program by implementing such changes without limitation as self-insurance, change in insurance carriers, requirement of cost control incentives (e.g., second surgical opinion requirements), pooled risks, and the like, provided, however, that the same shall be conditioned upon the following:

1. Prior negotiations with the Association.; -
2. No decrease in the covered benefits offered by the insurance program effective July 1, 2018. The deductible shall remain \$400 per individual and \$800 per family unit, each per calendar year.

Life Insurance - \$20,000 in life insurance for employment years.

H. Sick Leave Records

Summary of sick leave records shall be kept in the teacher’s personnel file. All employees shall be notified each September of current status of their various leave days. Upon reasonable request, teachers may ask for an update of this information.

I. Other Compensation

1. Pool of Funds Available for Certain Benefits

The District shall allocate four percent (4%) of the previous year’s total salary amount to provide the benefits provided in this Section, *i.e.*, flexible spending account, payment for unused sick leave and retirement benefits.

In the event that the District’s cost of providing the benefits in this Section reaches the allocated amount of four percent (4%) of the previous year salary for the 2018-2019 school year, or the allocated amount in the subsequent years, the District shall not be obligated to provide any benefit which would cause the District to expend more than the allocated amount.

It is understood by the parties that no costs currently borne by the District for retirement benefits paid to teachers who retired prior to the effective date of this agreement shall be assessed against this pool of funds.

The District shall not be obligated to expend the entire allocated amount in the event that the District’s costs of all benefits under this Section do not total the allocated amount for any given school year. In the event that the costs of the benefits exceeds the allocated amounts, the procedures listed hereinafter shall govern. Subject to the funding limitations specified in this Article, the District will provide teachers with the benefits described in this Article.

A committee to be comprised of a number of Association selected representatives, not to exceed four, and the Board’s designated representative will be formed for the purpose of monitoring the administration of this pool of funds.

## 2. Flexible Spending Account

The District will establish and maintain a flexible spending program and will allow teachers to participate in such a program at the teacher's discretion. Other than whatever start-up and/or administrative fees which may be required, the District shall not be required to expend any District funds related to the flexible spending program.

The plan will operate on a calendar yearly basis. Any fees charged to the allocated 4% cited in Section I.1 will equal the percentage of teachers out of total employees participating in the flexible spending program.

The District shall have the discretion to eliminate the Flexible Spending Account in the event that less than 15% of members participate.

## 3. Retirement Benefits

- a. Qualifications for Benefits. When a teacher, who has been a full-time teacher for at least ten (10) years in the District, and is eligible under the provisions of the Teachers' Retirement System of the State of Illinois, exercises his/her option to retire from the District, the teacher shall be entitled to the following retirement benefits, subject to the funding limitations specified in this Article.

To qualify for benefits, any teacher who seeks to take early retirement in the next school year must notify the Superintendent, in writing, by June 30<sup>th</sup> of the previous school year of his/her intent to retire. The Board's payment of the teacher's contribution is contingent upon compliance with the notification date of June 30<sup>th</sup>.

A teacher may rescind his/her statement of intent to retire if it is determined that the fund providing retirement benefits is insufficient, as determined hereinafter in Item 4.

If a teacher who has submitted an intent to retire determines to withdraw that intent for a reason other than fund insufficiency, the same shall be submitted to the superintendent of schools, in writing, and shall be forwarded to the school board for approval or disapproval at their sole discretion. Any information provided by the teacher regarding this request will be strictly confidential.

- b. Retirement Salary and Related Remuneration. For a qualifying teacher who declares his/her intention to retire by June 30<sup>th</sup> to take effect in at the end of the next school year, the teacher's base salary, in the school year immediately prior to the effective date of his/her retirement, shall be six percent (6%) higher than his/her base salary in the previous year. This salary provision for a retiring teacher shall supercede the salary otherwise provided the teacher on the Compensation Schedule set forth in Section A1 of Article XVI. This provision is not intended to deprive the retiring teacher of any added compensation otherwise due him/her by virtue of the teacher performing academic instruction extra duty. However, in no case will the teacher's TRS creditable earnings exceed six (6%) of the previous year's TRS creditable earnings.

- (i) Retiring teachers shall receive a one-time bonus of 14% for issuing an irrevocable letter of resignation to the District. This 14% bonus shall be based on their final year teaching salary. This will be paid in one lump sum to the employee or placed in an annuity as authorized by law. The bonus shall be paid after the employee's last regular paycheck as defined by TRS regulations and will not be considered credible earnings for TRS.
- c. Accumulated Unused Sick Leave. The District will pay the teacher, upon retirement, an amount equal to \$20 for each day the teacher has accumulated in excess of the number of days reported to TRS, if the teacher should choose this monetary option. The maximum payout shall not exceed payment for 72 days and shall not be paid after the effective date of the employee's retirement and will not be considered creditable earnings to TRS.
- d. Additional Retirement Benefit. In addition to the benefits in Retirement Salary and Related Remuneration,  
The District will pay for the teacher's portion of the individual TRS insurance for five (5) years.

#### 4. Procedures in the Event of a Shortage of Allocated Funds

In the event that the School District believes that the allocated funds will not be sufficient to provide all of the specified benefits, the Association shall be notified no later than the first teacher workday of the school year. The benefits shall be provided in the following order until said funds are exhausted: (a) the District shall pay whatever fees, if any, are required to be paid by the District to maintain the flexible spending plan; (b) the remaining funds shall be allocated towards the payment of retirement benefits.

Retirement benefits shall be extended to teachers based on their seniority within the District. Once the pool of funds is exhausted, any other people seeking to retire that year may either: (1) retire, but receive no retirement benefits; (2) rescind his/her statement of intent to retire.

#### J. Travel Expenses

**In-District Travel.** Teachers who are required to use their automobile in order to service more than one building during the school day, or otherwise perform routine duties, *e.g.*, travel to other institutions within the school day, shall be reimbursed at the prevailing IRS business travel rate per mile then in effect on the opening day of school.

**Out-of-District Travel.** For travel outside the school district, *e.g.*, travel to a conference or convention, reimbursement for actual expense shall be at the prevailing IRS rate as determined above, or the cost of public transportation. All such travel shall be planned with the teacher involved, put into writing, and pre-approved by the Superintendent.

Teachers will be reminded annually of the travel rate and reimbursement procedure.

#### K. Professional Growth Program

In order to recognize various professional service and professional growth activities of teachers, this professional growth program is established to allow compensation schedule credit for endeavors in addition to successful completion of college courses as is already provided in Article XV, Section A of this Agreement.

Teachers shall earn professional growth units for professional service, or professional growth activities, including, but not limited to, service on District committees, attendance at professional conferences or meetings of professional organizations, participation in professional workshops, and participation in in-District training programs. One professional growth unit shall be earned for each fifteen (15) clock hours of attendance or participation. One professional growth unit shall be equivalent to one post-degree semester hour for purposes of progression on the compensation schedule. Teachers who serve as trainers or presenters at an event shall receive three (3) hours credit toward the fifteen (15) hours for each one (1) clock hour of such training or presentation. Prior approval shall be required in order for an activity to receive professional growth credit. Approval will not be granted for participation in activities during the school day at District expense. The maximum which may be earned in a single day is seven and one-half (7 ½) clock hours. Teachers may earn a maximum of ten (10) professional growth units in any year (September through August).

In order to recognize the professional service and professional growth activities of teachers at Levels 5 or 9 of the Compensation schedule, who are prevented from advancing across the compensation schedule, such teacher will receive a payment for each four (4) professional growth units earned. The amount of this payment shall be one-half of the maximum tuition reimbursement rate for each of the four professional growth units earned.

Teachers shall report participation/attendance at approved activities by completing the appropriate form and submitting it to the Superintendent. All forms submitted by September 30 of the school year following the earning of said professional growth for pre-approved activities will be applied to compensation schedule placement for that school year, or in the case of teachers at Levels 5 and 9, paid in one lump sum during the month of October.

For tenured teachers leaving the school district, a prorated dollar amount based on the number of professional growth units earned since the last payment was received will be paid. This amount shall be paid out at the time of the teacher's last paycheck unless said payment would result in the teacher's amount of creditable earnings exceeding six (6%) of his/her prior year's creditable earnings. In that case, said payment shall be made thirty (30) days after the teacher's final paycheck.



0.30%	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	level 9
18-19	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	\$37,344	\$37,849	\$38,362	\$38,878	\$39,404	\$40,468	\$41,015	\$41,566	\$42,129
2	\$38,332	\$38,850	\$39,373	\$39,904	\$40,444	\$41,535	\$42,097	\$42,664	\$43,242
3	\$39,342	\$39,874	\$40,411	\$40,797	\$41,510	\$42,631	\$43,208	\$43,789	\$44,382
4	\$40,381	\$40,926	\$41,479	\$42,040	\$42,607	\$43,758	\$44,350	\$44,944	\$45,554
5	\$41,451	\$42,009	\$42,575	\$43,151	\$43,735	\$44,914	\$45,523	\$46,136	\$46,761
6	\$42,569	\$43,143	\$43,725	\$44,317	\$44,914	\$46,126	\$46,752	\$47,382	\$48,024
7	\$43,719	\$44,307	\$44,908	\$45,513	\$46,126	\$47,372	\$48,014	\$48,659	\$49,318
8	\$44,897	\$45,504	\$46,120	\$46,743	\$47,372	\$48,653	\$49,310	\$49,974	\$50,649
9	\$46,112	\$46,733	\$47,366	\$48,003	\$48,653	\$49,965	\$50,643	\$51,322	\$52,017
10	\$47,357	\$47,995	\$48,644	\$49,300	\$49,963	\$51,316	\$52,010	\$52,710	\$53,422
11	\$48,633	\$49,290	\$49,957	\$50,631	\$51,315	\$52,701	\$53,413	\$54,133	\$54,864
12	\$49,950	\$50,621	\$51,305	\$51,999	\$52,701	\$54,125	\$54,855	\$55,594	\$56,345
13	\$51,296	\$51,987	\$52,691	\$53,356	\$54,125	\$55,584	\$56,337	\$57,095	\$57,867
14	\$52,683	\$53,392	\$54,111	\$54,844	\$55,584	\$57,085	\$57,860	\$58,637	\$59,429
15	\$53,727	\$54,834	\$55,574	\$56,305	\$57,085	\$58,627	\$59,420	\$60,219	\$61,089
16	\$55,564	\$56,314	\$57,076	\$57,846	\$58,627	\$60,210	\$61,026	\$61,846	\$62,684
17		\$57,836	\$58,616	\$59,407	\$60,210	\$61,837	\$62,670	\$63,515	\$64,373
18		\$59,396	\$60,198	\$61,011	\$61,837	\$63,494	\$64,364	\$65,230	\$66,111
19		\$61,001	\$61,825	\$62,660	\$63,504	\$65,219	\$66,102	\$66,993	\$67,896
20		\$62,645	\$63,493	\$64,350	\$65,219	\$66,980	\$67,887	\$68,799	\$69,731
21		\$64,336	\$65,207	\$66,089	\$66,980	\$68,790	\$69,717	\$70,656	\$71,611
22			\$66,969	\$67,872	\$68,790	\$70,647	\$71,601	\$72,565	\$73,546
23							\$73,536	\$74,526	\$75,533
24							\$75,522	\$76,537	\$77,572

## **ARTICLE XVII – NO STRIKE CLAUSE**

The Association agrees in accordance with Illinois law, not to strike, not to engage in work stoppages, and not to picket in any manner which would tend to disrupt the operation of any public school or the administrative offices of the District during the term of this Agreement.

## **ARTICLE XVIII – EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties thereof, and may be modified in whole or in part only through voluntary, mutual consent of the parties in a written amendment duly executed by both parties.
- B. Should any portion of this Agreement become illegal by rulings of a court of competent jurisdiction or change in the statutes of the United States or the State of Illinois, said portion shall be automatically deleted; the remaining portions of this Agreement shall remain in force.
- C. This Agreement shall be incorporated into the records of the Board, the Association, and in teacher contracts.

## **ARTICLE XIX – JOB SHARING**

Two teachers interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Superintendent.

The teachers may split insurance and other fringe benefits in any fashion agreeable to the two teachers involved so long as the total cost to the Board does not exceed those costs normally associated with one full-time teacher, and further provided that the insurance company consents to such coverage.

Each teacher shall be paid a salary proration of his/her own step and lane on the salary schedule.

Approval of job sharing proposals shall be at the discretion of the Superintendent, and the granting of such a proposal shall not create a practice or precedent.

For purposes of tenure and seniority, the portion of a full-time position not worked by each teacher shall be considered to be an unpaid leave absence.

Job sharing applications shall be submitted on a one (1) year basis. Extensions for a second year may be requested, but are not guaranteed for approval.

## **ARTICLE XX – SUMMER SCHOOL**

- A. In the event the Board desires to offer a summer school program, the Superintendent or designee shall post notice and send via email to certified staff members of the same together with sending the Association President a copy of the same describing the nature of the program, the approximate job duties and responsibilities for the certified staff positions for said program, and other pertinent details relating to the terms and conditions of the program.
- B. Prior to hiring certified staff for the summer school program, the Superintendent shall receive applications from current members of the bargaining unit who apply, and shall first hire those members of the bargaining unit who have applied. If more than one bargaining unit member meets the minimum qualifications, then the assignment will be afforded to the most senior bargaining unit member.
- C. The Board shall make final decisions as to employment no later than June 1 or as soon thereafter as possible, and shall communicate the same to the Association and to all teachers who applied for summer school employment.
- D. Teachers shall be compensated for summer school work at the rate specified in Article XVI, Section D.

## **ARTICLE XXI - MEMORANDUM OF AGREEMENT**

The Board of Education of Country Club Hills School District #160, Cook County, Illinois (hereinafter the “Board”) and Country Club Hills Education Association, IEA-NEA (hereinafter the “Association”) hereby agrees as follows:

- 1. The Association agrees that Board may employ one “extra” certificated Teacher each school year as is outlined in the District’s Minority Recruitment Plan. There shall be no involuntary change in a teacher’s tentative assignment as a result of such employment. In the event a new or additional position is created as a result of such employment, normally required posting procedures will be followed.
- 2. The parties acknowledge and agree that while all employees covered by this Agreement are not residents of the School District, nor could the Board of Education require residency as a condition of their employment pursuant to the provisions of law, both parties desire to enhance the public’s acceptance of the School District as a viable educational institution. As such, the Board of Education agrees to submit a waiver request to the Illinois State Board of Education to permit any full-time employee in this bargaining unit who is not a resident of the School District, to enroll his/her dependent children in School District #160 on a tuition-free basis. It is acknowledged and agreed that if the waiver request is denied, that the general provisions of the Illinois School Code regarding student residency shall be applicable.
- 3. The terms of this Memorandum of Agreement shall be subject to the grievance procedure contained in the current Agreement between the Board and the Association.

**ARTICLE XXII**  
**(Substitute Teachers)**

The Country Club Hills Education Association (CCHEA) and the Board of Education of Country Club Hills School District 160 enter into the following understanding relative to substitute teachers:

All substitute teachers who work for ninety days or less in a single assignment or who work in a variety of assignments for any number of days, whether they work full time as a substitute teacher in a school building or sporadically, are not members of the CCHEA bargaining unit and shall not receive salary or other pay which exceeds the starting or lowest salary for bargaining unit teachers as determined from time to time pursuant to the collective bargaining agreement between the parties. However, it is specifically agreed that the terms of Article IX, Section D, regarding complaints shall apply to all substitute teachers.

**ARTICLE XXIII**  
**(Scheduling Committee)**

To promote and foster cooperation and shared decision-making, the parties agree, at the end of each school year, to formulate a scheduling committee in each building. The purpose of this committee will be to: (1) collaboratively create a schedule for the forthcoming year that will insure that all students have equal opportunities and access to all district programs including physical education, art and music; (2) ensure that teachers are afforded adequate travel time between buildings and classes; and (3) that teachers are afforded adequate planning periods in blocks of time that shall equal no less than 45 minutes.

Each school scheduling committee will include the following members: The Principal (or designee), one tenured classroom teacher, one exploratory teacher, one special education teacher and one building representative. The committee will meet no less than 45 days prior to the end of the school year to plan for the forthcoming year.

The committee will meet collaboratively during the school term as needed if adjustments are necessary.

**ARTICLE XXIV**  
**(Compensation for Days in Excess of 180)**

The Country Club Hills Education Association (CCHEA) and the Board of Education of Country Club Hills School District 160 enter into the following memorandum to clarify the understanding of the parties regarding compensation for days in excess of 180, in accordance with the parties' collective bargaining agreement relative to social workers, guidance counselors, psychologists and school nurses:

Shall work one hundred ninety (190) days during each school year, which normally includes working the week prior to the first teacher workday of the school year and the week after the last teacher workday of the school year, or some variation thereof as determined by the administration in consultation with the staff (Article V, Section C).

Any teachers required to work more than one hundred eighty (180) days shall be paid an amount equal to one hundred eightieth of their salary for each additional day. Social workers and psychologists will receive an additional stipend consisting of 5% of the compensation schedule salary to compensate for required evening and weekend work (Article XV, Section A1).

Base pay is always per the salary schedule for the year designated. Base pay includes incremental increases per the collective bargaining agreement (i.e., 4.5% for year one, 4.75% for year 2, and 5% for years 3-5). Annual increases can be verified by:

- Taking new salary (i.e., \$47,250)
- Subtracting previous salary (i.e., \$45,000)
- Dividing the difference by previous salary ( $\$2,250/\$45,000 = 5\%$  increase)

Per the Collective Bargaining Agreement, social workers, psychologists, guidance counselors and school nurses are entitled to:

- 10 additional days – total contract days are 190 – Any teacher required to work more than 180 days, shall be paid an amount equal to one hundred eightieth of their salary for each additional day (base pay/180 X 10).
- Additional stipend consisting of an amount not to exceed 5% of the compensation schedule salary to compensate for required evening and weekend work provided that prior notification is made prior to performing the work and that said payment shall accrue on a per diem hourly basis for the employee up to the maximum of five percent (5%) of the employee's base salary for the school year.

**MEMORANDUM OF AGREEMENT**  
(Article XVI - Remuneration)

This Memorandum of Agreement ("MOA"), is hereby and between the Board of Education of Country Club Hills School District #160, Cook County, Illinois. ("Board" or "District) and the Country Club Hills Education Association - (CCEA), sometimes collectively referred to as the "**PARTIES**".

The **PARTIES** agree that during the Bargaining Sessions while in Negotiations during the years of 2016-2018, the PARTIES discussed and agreed to 1.0% in **Article XVI - Remuneration, Section D - Supplemental Pay, Category 2**, NOT the 1.5% as misprinted in the Redlined Version of the CBA.

  
\_\_\_\_\_  
For the Country Club Hills  
Education Association (President)

10/19/18  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
For the Country Club Hills School  
District 160 Board of Education

10/19/18  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
For the Country Club Hills  
Education Association (Former President)


10/19/18  
\_\_\_\_\_  
Date:

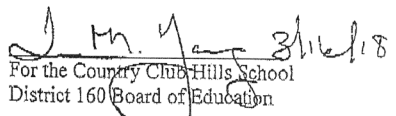
## ARTICLE XXV

### DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties, and shall terminate on the 30<sup>th</sup> day of June, 2019. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, shall not affect the remaining articles, sections, or clauses of this Agreement.

APPROVED:

  
For the Country Club Hills  
Education Association  
3/14/18

  
For the Country Club Hills School  
District 160 Board of Education  
3/16/18

