

A G R E E M E N T

BETWEEN THE

**BOARD OF EDUCATION,
SCHOOL DISTRICT #70
MORTON GROVE, ILLINOIS**

AND THE

**PARK VIEW COUNCIL OF TEACHERS
LOCAL 1274, IFT/AFT, AFL-CIO**

2008 — 2012

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ARTICLE I—RECOGNITION OF THE UNION

1.1 RECOGNITION OF THE UNION

The Board of Education of Morton Grove School District No. 70, Morton Grove, Illinois, hereinafter referred to as the "Board" hereby recognizes the Park View Council of Teachers, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative with respect to wages, hours and terms and conditions of employment as provided in Section 10 of the IELRA for all regularly employed full-time and part-time A) professional instructional personnel, including classroom teachers, special education teachers, librarians, social workers, the school nurse and reading specialists, (hereinafter "teachers"); and B) all full- and part-time secretaries, teacher aides, custodians, cafeteria workers, cafeteria/recess supervisors and non-certified school nurses, (hereinafter "classified personnel") and specifically excluding the school psychologist, the Superintendent, principals, assistant principals, the Superintendent's secretary and any other confidential, managerial, supervisory or short term employees as defined by Section 2 of the IELRA.

The test of whether an employee is considered part of the classified personnel shall be his/her job function and not the possession of a teaching or other certificate. However, with the possession of a state issued school certified nursing certificate at the time of initial hire or upon certification and request of the district to work in such capacity, an employee will be treated as a teacher per the provisions of this agreement.

The parties recognize it is possible a single employee may be employed as a teacher and as a member of the classified personnel within the same work day or work week. In such event, only the applicable provisions of this Agreement shall apply to the employee as they function in either of the assigned positions.

1.2 DEFINITION OF EMPLOYEE

The term “employee” as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.

ARTICLE II—EMPLOYEE’S NON-SCHOOL WORK ACTIVITIES

2.1 EMPLOYEE’S NON-SCHOOL ACTIVITIES

The Board shall not adopt any regulation which restricts an employee’s non-school work activities, provided such non-school work activities do not adversely effect the ability of the employee to fulfill his/her responsibilities as an employee in the District.

ARTICLE III—UNION RIGHTS

3.1 USE OF BUILDINGS

The Union shall have the right to use school buildings for Union meetings of teachers covered by this Agreement provided such meetings do not interfere with the operation of the District. The Union shall schedule such meetings with the principal of the building or other appropriate administrator at least twenty-four (24) hours in advance of such meetings and reimburse the District for any damage which occurs as a result of such use.

3.2 USE OF EQUIPMENT

The Union shall have the right, with reasonable advance notice and provided such use does not interfere with the operation of the District, to use District typewriters and personal computers. The Union shall reimburse the Board for any damage occasioned by such use. The Union shall also have the right to have a reasonable number of copies of its materials duplicated.

3.3 DISTRIBUTION OF UNION MATERIAL

The Board shall provide the Union with bulletin board space for the posting of its materials. The Union shall have the right to communicate with members of the bargaining unit by means of teacher mailboxes.

3.4 DISTRICT DIRECTORY

The names of Union officers shall be listed in the District #70 Personnel Directory in any year such Directory is published. Each employee shall receive a copy of the Directory.

3.5 COPY OF AGREEMENT

The District shall provide each employee with a copy of this Agreement.

3.6 UNION DUES DEDUCTION

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct twice each month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. The Union shall hold the Board harmless for all dues deductions made pursuant to this Section, provided the Board shall comply therewith.

3.7 COPE DEDUCTION

The Board, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made. The Union shall hold the Board harmless under the same terms as in Section 6 of this Article.

3.8 FAIR SHARE

All employees who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union provided, however, that:

- A. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and

B. The Union has annually certified in writing to the Board (1) the amount of such fair share fee and (2) the fact that the notice required in (A) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should an employee file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member teacher asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

3.9 LIST OF EMPLOYEES

The Union shall be supplied with a list of all employees no later than August 1. Such list shall include each employee's home address unless an employee shall request that his/her address be excluded. The names and addresses of new employees shall be given to the Union President or designee within five (5) business days following Board action.

3.10 AVAILABILITY OF FINANCIAL DATA

The Union shall be supplied public information concerning the financial position of the District, including when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets.

3.11 BOARD POLICIES

The Board shall deliver one (1) copy of its official policies, rules, regulations, and handbooks, and all subsequent additions, deletions, and amendments to the Union President or designee at such time as they become available.

3.12 BOARD AGENDA

The Board shall deliver to the Union a copy of the agenda, if any, and Board meeting packet (except for confidential material) of any regular or special meeting of the Board, including committee meetings. A copy of the minutes of such meeting shall likewise be delivered to the Union promptly following their approval by the Board.

3.13 PARTICIPATION AT BOARD MEETINGS

The Union President or his/her designee shall have the right to address the Board at the scheduled intervals reserved on the agenda for comments by persons attending the meeting and in accordance with Board policy governing such public comment.

3.14 UNION/MANAGEMENT MEETINGS

The Union President or designee shall have the right to meet quarterly with the Superintendent or designee to discuss this Agreement or other matters of Union concern. Except by mutual agreement, such discussions shall not include any pending grievance or matters currently being negotiated by the parties. Any agreements reached at such meetings shall be consistent with the terms of this Agreement, unless the Union and Board mutually agree otherwise.

3.15 UNION LEAVE

The Union shall be entitled to five (5) work days of Union leave per year, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than two (2) employees shall be absent for such purpose on the same date. The Union President or designee shall notify the Superintendent two (2) days prior to the use of any such days.

ARTICLE IV—PERSONNEL FILES

4.1 PERSONNEL FILE

Only one official personnel file shall be maintained by the Board. However, all documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel file of the employee.

4.2 RIGHT OF ACCESS

Each employee shall have reasonable access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the Board prior to the teacher's first employment day with the District. The examination of the personnel file shall occur during normal business hours. The employee may be accompanied on such examination by a representative of the Union and such examination shall be conducted in the presence of a Board designated employee.

4.3 PLACEMENT OF MATERIAL IN FILE

Any material placed in the file shall be signed and dated, and a copy shall be given to the employee. Upon request, the employee shall acknowledge the receipt of such copy.

4.4 RIGHT OF COPY

Each employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material named in Section 2.

4.5 RIGHT OF ATTACHMENT

Each employee shall have the right to have dissenting or explanatory material attached to any document on file with a note to "see attached material" on the original document.

4.6 PRIVACY OF MATERIALS IN FILE

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee provided, however, such file shall be available to the Board and its agents, the administration or as may be required by law, any court or other hearing.

4.7 REMOVAL OF MATERIAL FROM THE FILE

No employee or administrator shall permanently remove any material from the employee's file, except by mutual consent.

ARTICLE V—TEACHER SENIORITY

5.1 SENIORITY DEFINED

Seniority shall be defined as the length of continuous service as a teacher in this District, and all service as a District administrator. Any person accepting the terms of a multi-year administrative contract in District 70 shall not be entitled to seniority accrual and seniority rights under this Agreement for the full term of his/her employment as a District administrator.

5.2 RESOLVING IDENTICAL SENIORITY

- A. If total years of service referred to in Section 1 are equal between two (2) or more teachers then seniority shall be determined by total service with the District in any capacity.

- B. If total years of service referred to above are equal between two (2) or more teachers, then seniority shall be determined by lot witnessed by the Union President and the administration.

5.3 CONTINUOUS SERVICE INTERRUPTION

Continuous service shall be interrupted by resignation, retirement or termination.

5.4 SENIORITY ACCRUAL

Seniority shall not accrue during any unpaid leave of absence of thirty (30) consecutive days or more unless such leave of absence shall be due to a job related disability injury. Teachers who are transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of time previously worked in positions covered by this Agreement, except as provided in Section 1.

5.5 SENIORITY LIST

The Board shall furnish the Union with an annual seniority list by November 1 and such list shall show the names of teachers in order of their district seniority.

5.6 REDUCTION-IN-FORCE

If there are layoffs or decreases in the number of teachers covered by this Agreement, the Board shall first remove or dismiss all non-tenured teachers before removing or dismissing any tenured teacher who is legally qualified to hold a position currently held by a non-tenured teacher. If the layoffs or decreases in the number of teachers covered by this Agreement requires the dismissal of tenured teachers, no tenured teacher shall be dismissed if such tenured teacher is legally qualified to hold a position currently held by a tenured teacher with less seniority. Tenured teachers so dismissed shall receive notices of honorable dismissal.

5.7 RECALL RIGHTS

Any teacher dismissed as the result of the decision of the Board to reduce the number of staff or to discontinue some particular type of teaching service shall be given written notice by certified mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. Tenured teachers, receiving written notice of dismissal for reduction in force in a position covered by this Agreement, shall have a right of recall if a vacancy or a newly created position occurs within the bargaining unit for which such teachers are qualified to perform, within one (1) calendar year from the beginning of the following school term. Recall shall be in inverse order of reduction in force. The teacher must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance or rejection of any vacant position offered to the teacher during the recall period. Any teacher who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the teacher did not work shall not be counted towards seniority.

ARTICLE VI—TEACHER EVALUATION

6.1 EVALUATORS

Evaluations of teachers shall be done by individuals who are legally qualified to do so. Such a qualified individual is hereinafter referred to as "evaluator."

6.2 NOTIFICATION OF EVALUATORS AND EVALUATION PROCEDURES

Within the first four (4) weeks after the beginning of each school term, or date of hire, if later, the Superintendent or designee shall inform teachers of the evaluation procedures and the formal evaluation instrument(s) to be used as well as advising them as to who may formally evaluate their performance. If there is a change of a teacher's evaluator(s) during the school year, such teacher shall be notified in writing as to who the new evaluator(s) shall be at least five (5) school days prior to any formal observation.

6.3 FREQUENCY OF EVALUATIONS

Non-tenured teachers shall be formally evaluated at least twice each school term. Tenured teachers shall be evaluated formally at least once biennially.

6.4 ADVANCE NOTICE OF OBSERVATION

When an evaluator plans to visit a teacher for the purpose of a formal observation, the evaluator shall make his/her presence known to the teacher upon entering the classroom or work area. Teachers shall be given at least one (1) day's notice by the evaluator before the first formal observation each year.

6.5 OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES

No person or agency shall, either in person, by photographic, electronic, or mechanical means, observe, monitor, or record classroom proceedings for evaluation purposes.

6.6 CLASSROOM OBSERVATIONS

Formal classroom observations should be no less than thirty (30) minutes in length and should commence at the beginning of a class period and end at a natural break in the observation. The Board shall make every reasonable effort to adhere to such schedule, provided minor deviations there from shall not invalidate an observation. Formal observations of teachers shall not be conducted the first three (3) or the last three (3) days of the school term or on the day preceding or following Thanksgiving, winter and spring vacation.

6.7 EVALUATION CONFERENCE

Following each formal observation, the evaluator shall complete a written evaluation of the observation. Within ten (10) school days of the visitation, the evaluator shall furnish the teacher with a copy of the written evaluation and hold a conference with the teacher. The evaluation conference shall include a discussion of the written evaluation including strengths and weaknesses, and the evaluator shall identify deficiencies, if any, in the teacher's performance and recommend and provide remedial help when feasible. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.

6.8 EVALUATION REBUTTAL

If a teacher feels his/her written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation, provided the teacher has submitted such objection to the evaluator within thirty (30) school days of the teacher's receipt of the evaluation.

6.9 PERSONNEL FILE COPY

A copy of all written evaluations and any attached written objections shall be placed in the teacher's official personnel file.

6.10 NON-TENURED TEACHERS

The final evaluation conference each year for non-tenured teachers shall be held at least two (2) school days prior to any Board action to retain, dismiss or grant tenure to such teachers, except where termination is for cause. During the conference, the evaluator shall inform the teacher of his/her recommendation concerning his/her continued employment in the District.

6.11 EVALUATION RATING

A single overall composite rating of excellent, satisfactory or unsatisfactory shall be assigned to each tenured teacher evaluation by the evaluator.

6.12 REMEDATION PLAN

- A. Any tenured teacher who receives an overall evaluation composite rating of unsatisfactory shall be placed upon remediation status. Within thirty (30) days of being placed upon remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the development of the plan shall include the teacher, a qualified evaluator and a consulting teacher. The written remediation plan shall be dated and signed by all participants with one (1) copy placed in the teacher's official personnel file and one (1) copy sent to the Union.

- B. Any teacher on remediation status shall be formally evaluated and rated once every thirty (30) school days during the ninety (90) school day remediation period immediately following receipt of an unsatisfactory rating. While the consulting teacher shall participate in the drafting and implementation of the remediation plan and shall provide advice and counsel to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the teacher on remediation status is subsequently evaluated with an overall rating of satisfactory or better, the teacher shall be reinstated to a schedule of biennial evaluation, and following the teacher's next evaluation with an overall rating of satisfactory or better, the remediation plan and previous unsatisfactory evaluation shall be removed from the teacher's official personnel file.

6.13 CONSULTING TEACHER

- A. A teacher shall be eligible to work as a consulting teacher provided the teacher meets the following criteria:
1. Is a teacher as defined by this Agreement.
 2. Has at least five (5) years of teaching experience.
 3. Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant.
 4. Has received an “excellent” on his/her most recent evaluation.
- B. The Board shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, the Union shall submit to the Administration a roster of at least five (5) qualified teachers or all such qualified teachers if that number is less than five (5). The Administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit a roster within ten (10) school days of receipt of request for such roster, the Administration may select the consulting teacher. Any teacher may decline to serve as a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis.

- C. A consulting teacher in the District shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and/or shall receive a stipend which shall be acceptable to the Union and the consulting teacher.
- D. The consulting teacher shall not be required by the Board or Union to participate in any dismissal hearing. The Board shall hold harmless consulting teachers from any liability arising from the performance of their duties as consulting teachers.

6.14 CHANGE IN LAW ON EVALUATION OF TEACHERS

If there is a change in the law on the evaluation of teachers, whether of statutory or judicial origin, which substantially affects any provision in this Article, such change in law shall automatically supersede and replace such provision to the extent such provision is substantially effected by the change in the law.

6.15 DISTRICT MENTORING PROGRAM

The Board and Union agree to the formation of a mentoring committee no later than the end of the 2008-2009 school term. The Superintendent and the Union will agree to compensation which will be adequate for the workload of the committee based upon mutual agreements of structure, function, and time commitment.

ARTICLE VII—GRIEVANCE PROCEDURE

7.1 DEFINITION

Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

7.2 GRIEVANCE PROCESS

The parties hereto acknowledge that it is usually most appropriate for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

STEP 1 — SUPERVISOR LEVEL

The employee and/or Union shall present the grievance in writing to the immediately involved supervisor within fifteen (15) days from the event giving rise to the grievance or within fifteen (15) days of the date when the grievant knew or should have reasonably known of such event, whichever is later. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Within seven (7) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

STEP 2 — SUPERINTENDENT LEVEL

If the grievance is not resolved at Step 1, the employee and/or the Union may refer the grievance in writing to the Superintendent within ten (10) days after receipt of the Step 1 answer. Within five (5) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

STEP 3 — ARBITRATION

If the Union is not satisfied with the decision at the Second Step, the Union may refer the grievance to binding arbitration within thirty (30) days after the decision has been provided at the Second Step. The American Arbitration Association shall act as the administrator of the proceedings. The arbitration hearing shall be scheduled at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall submit his/her decision in writing which shall be final and binding on the parties. The fees of the arbitrator and the American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. Nothing herein shall preclude the parties from agreeing to an alternate process for the selection of the arbitrator.

7.3 TIME LIMITS

- A. The term "days" as used herein shall mean days on which the District Business Office is open.
- B. The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next step.
- C. Time limits may be extended by mutual agreement.

7.4 GENERAL PROVISIONS

- A. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as feasible, after work hours. When such meetings, conferences and hearings are held during work hours, all teachers whose presence is required shall be excused from work to the extent required without loss of pay or benefits.
- B. No employee shall be required to meet with an Administrator at any stage of the grievance procedure without Union representation.
- C. The parties may by mutual agreement agree to bypass any step of the grievance procedure.

- D. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

- E. Employees shall be free to lodge and persevere in a grievance without interference or penalty.

- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings and of the resolution of the grievance at any level. However, in no event shall the grievance be resolved in a manner inconsistent with the terms of this Agreement.

ARTICLE VIII—DISCIPLINARY ACTION FOR TEACHERS

8.1 COMPLAINTS AGAINST TEACHERS

Any complaint regarding a teacher made to a Board member or administrator by a parent, student or teacher, which the Board member or administrator believes to be substantive and credible shall be promptly called to the attention through administrative channels unless otherwise mandated by law or unless unusual circumstances prevail. Typically, the complaining party should be asked to submit his/her complaint in writing and to discuss the matter with the teacher as part of an effort to resolve any differences before any action is taken.

8.2 DISCIPLINARY APPEARANCE

A teacher shall have the right to be accompanied by a Union representative at any meeting with the Board or an administrator, if at the time such meeting is called it is reasonably anticipated that disciplinary action against the teacher might occur at or as a direct consequence of such meeting. The affected teacher shall be given reasonable advance written notice of such meeting and the nature of the possible disciplinary action. In the event the representative chosen is other than a Union representative, the Union President shall be given notice of any disciplinary action taken or recommended within a reasonable time following such meeting unless otherwise mandated by law. Except where such delay shall possibly consequentially affect the investigation or possibly be detrimental to students or other employees, reasonable advance notice shall be at least twenty-four (24) hours.

8.3 DISCIPLINARY PROCEDURE

A teacher shall not be suspended without pay without just cause.

ARTICLE IX—VACANCIES AND ASSIGNMENTS FOR TEACHERS

9.1 POSTING OF VACANCIES

A vacancy is a position for which no teacher under contract is assigned. Prior to formally interviewing candidates for or filling a posted vacancy in a full-time teaching position for the forthcoming school term, bargaining unit members shall be informed of such vacancy through a timely all staff school side email notification, and a vacancy notice shall be posted on the bulletin board near the teacher mailboxes for at least five (5) workdays. Such vacancy notice shall include the qualifications required for the position. If such vacancy occurs during the summer vacation period, a copy of the notice of vacancy shall be sent to the last known address of teachers who have, in writing, requested such information. The Union President shall receive a copy of all vacancy notices.

9.2 INTERVIEWS FOR VACANCIES

Any teacher who meets the job description and the qualifications for the position and who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the vacant position.

9.3 ASSIGNMENT

Each teacher shall be notified in writing of his/her teaching assignment for the following school year at least two (2) weeks prior to the last day of the current school year. A teacher's assignment may be changed subsequent to such notification. However, if a teacher's assignment is to be changed, the teacher shall be informed as soon as practicable of the change and the reason(s) for the change and may discuss such change with the appropriate administrator.

ARTICLE X—LEAVES

10.1 SICK LEAVE

Each employee shall, without deduction in pay, be entitled to fourteen (14) days of sick leave per school year, subject to the provisions of the sick leave bank. Unused sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians and domestic partners. To be eligible for use of sick leave for qualified domestic partners, bargaining unit members must complete and file with the Superintendent an affidavit of domestic partnership in which they attest that:

- They are each other's sole domestic partner, responsible for each other's common welfare; and,
- Neither party is legally married to another individual; and,
- The partners are not related by blood or any closer than would bar marriage in the state of Illinois; and,
- Each partner is of the same sex and resides at the same residence; and,
- Two of the following four conditions exist for the partners:

1. The partners have been residing together for at least twelve (12) months prior to filing the affidavit of domestic partnership.
2. The partners have common joint ownership of a residence.
3. The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will.
4. The partners have at least two of the following:
 - a. Joint ownership of a motor vehicle
 - b. A joint credit account
 - c. A joint checking account
 - d. A lease for a residence identifying both domestic partners as tenants

The foregoing provisions with respect to domestic partners shall be inoperative within one hundred eighty (180) calendar days from such date as the State of Illinois shall recognize marriages solemnized in Illinois of persons of the same sex.

The Board shall recognize a Sick Leave Bank established and administered by the Union. The Board shall provide the Union with all the assistance and data necessary for the proper administration of the Sick Leave Bank. At inception, each bargaining unit member shall contribute two days of his/her sick leave to the Sick Leave Bank; thereafter, each newly hired bargaining unit member shall contribute one day of sick leave to the Bank in each of his/her first two (2) years of employment.

The purpose of the Sick Leave Bank shall be to provide extended sick leave to bargaining unit members who incur major illness or disability. Bargaining unit members who wish to draw on the Sick Leave Bank shall be granted up to twenty (20) additional days of paid sick leave per school year upon written request to the Superintendent subject to the following conditions:

- A. At the time of request, the bargaining unit member shall present a doctor's certificate of continuing illness or disability, stating the anticipated period of time for which the extended sick leave would be required. The right of a teacher to draw from the Sick Leave Bank shall be limited to absences qualifying for sick leave as defined by the Illinois School Code.
- B. A bargaining unit member shall not be eligible to draw on the sick leave bank until all of his/her accumulated sick leave has been exhausted.
- C. The major illness or disability for which the sick leave draw is being requested shall be personal illness which has caused the bargaining unit member to have been absent for at least ten (10) consecutive school days.
- D. This request, and the Superintendent's concurrence that the teacher's request meets the qualifications established for the use of the Sick Leave Bank shall be promptly forwarded to the bargaining unit for action.

- E. A bargaining unit member drawing on the Sick Leave Bank shall have deducted from his/her pay the cost of a substitute for the first three (3) days of such leave. There shall be no further deduction of pay for additional days drawn out of the Sick Leave Bank by the bargaining unit member.

- F. If a bargaining unit member returns to work prior to the exhaustion of the 20 days the balance of the 20 days may be used for a recurrence of the original illness or disability without regard to the requirements to 10.1C and 10.1E.

If the number of days in the Sick Leave Bank becomes less than twenty (20), each member of the bargaining unit shall be required to contribute one additional day of sick leave to the Bank. Bargaining unit members withdrawing days from the Sick Leave Bank shall not be required to replace those days except as a regular contributing member to the Bank. Nothing in this policy shall be construed as requiring any bargaining unit member to draw on the Sick Leave Bank unless he/she so requests.

10.2 PERSONAL LEAVE

- A.** Each employee shall be granted four (4) personal leave days per school year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during work hours. Unused personal leave shall accumulate as sick leave. Personal leave shall not be used the first three (3) and the last two (2) days of the school term or the days immediately preceding and following Thanksgiving Break, Winter Break and Spring Break except for an emergency or a recognized religious holiday. As used herein, "emergency" shall mean a sudden or unexpected event which poses a significant threat to the employee or the employee's immediate family and/or domicile. Written notice for personal leave shall be given to the building principal at least two (2) school days in advance, except for extraordinary circumstances beyond the employee's control which prevent such advance notice, in which case notice shall be given as soon as possible to the building principal. Employees shall not be required to disclose the reason for personal leave. In addition, transporting or accompanying the employee's child to his/her initial day of college shall be an appropriate use of personal leave during the first three (3) days of the school term but such leave shall be limited to three (3) employees in any school year. Application for leave to accompany an employee's child to college shall be made no later than July 1st, and in the event more than three (3) employees make such application, seniority shall govern.

- B. Employees shall be allowed to designate one sick leave day per year for religious leave. Religious leave may be utilized to observe a recognized religious holiday of the employee's faith. Religious leave designation shall be submitted to the Superintendent withIN the first five (5) days of the school term (or within five calendar days after initial employment by new employees).

10.3 BEREAVEMENT LEAVE

Each employee shall be entitled to five (5) bereavement days per year, without deduction in pay, for death in the immediate family or household as defined in Section 1 or for the death of an employee's aunt or uncle.

10.4 JURY DUTY LEAVE

An employee summoned for jury duty shall continue to receive his/her daily compensation from the District, provided the employee shall reimburse the District for all fees received for such jury duty other than expenses.

10.5 LEAVE OF ABSENCE

An employee may take an unpaid leave of absence approved by the Board. Such leave shall not exceed two (2) years. Sick leave shall not be applicable during the term of such leave. Each leave request shall be considered on its individual merit and the granting or denying of such request shall be without precedential effect.

10.6 MATERNITY/CHILD REARING LEAVE OF ABSENCE

A teacher who has entered upon contractual continued service shall be eligible for maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Paragraph J which is applicable only to non-tenured teachers, and in Paragraphs K and L which are applicable to all teachers).

- A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the third month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her regular teaching duties during her pregnancy. From time to time the Superintendent or designee may request the teacher to furnish subsequent statements from the doctor indicating her continued ability to perform her teaching duties. At the District's request and expense, the teacher may be required to have a physical examination by a physician of its choice.

- B. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.

- C. The teacher and the Superintendent or designee shall agree upon a tentative plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Such leave shall not commence after the date of the birth of the child. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
- D. Sick leave shall be applicable during the period of disability preceding the maternity/child rearing leave at the option of the teacher. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- E. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or pursuant to its direction.
- F. Any teacher who has been employed ninety (90) or more days, or two (2) full quarters of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted.

- G. In all instances where a teacher is granted a maternity/child rearing leave of eight (8) months or more, as a condition thereof she shall advise the Superintendent in writing at least one hundred twenty (120) calendar days prior to the termination of such leave that she intends to return to employment. Failure on the part of the teacher to provide written notice of intent to return, as prescribed above, shall be deemed a resignation on the part of the teacher.

- H. A teacher returning from maternity/child rearing leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties with her notice of intent to return. If such notice is not required by the preceding Paragraph, such evidence shall be submitted at least thirty (30) calendar days prior to the termination of the leave.

- I. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child. Paragraph H of this Section shall not be applicable to this paragraph.

- J. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.
- K. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the Board of Education may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

- L. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of such disability.

- M. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.

- N. The Board recognizes that unforeseen complications may necessitate a change in the tentative plan for commencement and/or termination of such leave. Each such instance shall be judged on its own merits, without establishing precedent, and the final decision for any change in the tentative plan shall be within the sole discretion of the Board.

- O. If a teacher shall seek a leave of absence pursuant to the Federal Family Medical Leave Act (FMLA) of 1993 in connection with the adoption of a child, such teacher, at his/her option, may utilize accumulated sick leave for the purpose of caring for such child during the period of the FMLA leave, with no more than thirty (30) paid days of sick leave being used during a forty-two (42) consecutive calendar day period if the child is less than 5 years of age on the date in which the child comes into the full time care of the parents, provided the Sick Leave Bank shall not be applicable to this subsection. If the child is 5 years or older, the teacher may utilize accumulated sick leave for the purpose of caring for such child during the period of the FMLA leave, with no more than twenty (20) paid days of sick leave being used during a twenty-eight (28) consecutive calendar day period, provided the Sick Leave Bank shall not be applicable to this subsection.

- P. If any of the foregoing provisions of this Section are in conflict with any requirement of the Family and Medical Leave Act of 1993 or any regulations thereunder, such Act and regulations shall prevail.

ARTICLE XI—TEACHER TRANSFERS

11.1 ARBITRARY TRANSFERS

Teachers shall not be transferred involuntarily for arbitrary reasons.

11.2 WRITTEN NOTICE

Any teacher who is involuntarily transferred shall, upon written request, be given the specific reason(s) for such transfer.

11.3 MEETING WITH ADMINISTRATION

Any teacher who is involuntarily transferred shall have the right, upon request, to a conference with the Superintendent or designee for the purpose of discussing such transfer. The teacher shall have a right to Union representation in this meeting.

11.4 SUPPORT OF TRANSFERRED TEACHER

Any teacher who is being involuntarily transferred to another grade level or another subject area shall be given up to seven and one half (7.5) hours of planning and preparation time. Such planning time may be given as a release time or as compensated time at the curriculum writing rate if it should occur during the summer, after school, at night or on weekends.

ARTICLE XII—TEACHER SCHOOL CALENDAR AND SCHOOL YEAR

12.1 SCHOOL CALENDAR

The Superintendent shall meet with the Union President prior to the development of the school calendar for the next school term and entertain any suggestions or comments about the calendar which the Union President may have. The Superintendent shall advise the Union President of any recommendations to be submitted to the Board regarding the establishment of the school calendar prior to the consideration of such by the Board.

12.2 SCHOOL YEAR

The annual school calendar shall provide for one hundred eighty-five (185) days including one hundred seventy-six (176) student attendance days, four (4) non-instructional days and five (5) emergency days. If up to five (5) of such emergency days are not used, the school year for teachers shall be shortened by the number of such unused emergency days. The total number of teacher work days in any school year shall not exceed one hundred eighty (180). Effective for the 1997-1998 school term, and for each subsequent thereafter, the Board shall have the option of adding one (1) additional teacher work day, not to exceed one hundred eighty-one (181) teacher work days per school year. The Board shall provide the Union written notice of its intent to exercise this option for the 1997-1998 school term by November 1, 1997. Thereafter, the Board shall provide the Union with written notice of its intent to exercise this option by March 1 of the school term preceding the school term to which the day is to be added. Should the Board exercise this option, the day added shall be a non-instructional day and shall be compensated at a rate of .45% of the scheduled salary for MA/36, Step 1.

ARTICLE XIII—TEACHER SCHOOL DAY

- A. The regular school day for teachers shall not exceed seven (7) hours and twenty (20) minutes. Each teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes each day.

- B. Teachers may be required to extend their school days to attend up to ten (10) faculty meetings per school term unless unusual circumstances shall otherwise require. Additionally, teachers may be required to attend up to five (5) meetings per month, outside of the regular school day. No teacher shall be required to attend more than two (2) meetings in total during a normal work week, and no more than one (1) meeting during a short week.

In addition, no teacher shall be required to attend more than four (4) meetings in the evening per school term.

In cases in which more than the prescribed number of weekly meetings are scheduled, administration may determine which meetings a teacher shall attend. However, if requested to do so by an administrator, a teacher who agrees to attend more than five (5) meetings per month or more than two meetings per week shall be compensated for those meetings in excess of five (5) at the curriculum writing rate found in Article XIX of this Agreement or in approved compensatory time.

Any of the foregoing activities scheduled on days when the teachers' schedules are shortened to reflect such activity shall not be included in calculating any of the limitations described above.

C. Compensatory Time for Certified Teachers

A teacher who agrees to lend additional services to the school district outside of the normal work day may be granted compensatory time upon agreement of the Board and the Union. Nothing herein precludes the teacher from earning additional pay for work outside the normal workday in accordance with the Collective Bargaining Agreement or agreement between the Board and the Union, provided nothing in this Article shall preclude any teacher from performing services for the Board in an emergency.

ARTICLE XIV—CLASS SIZE AND TEACHER LOAD

- A. The parties acknowledge that typically it is desirable in the interests of quality instruction to maintain reasonable class sizes within the District's financial circumstances and other applicable factors.

The Union may periodically submit a written commentary on class size to the Superintendent or designee and such report shall be given to the Board of Education in the next Board packet.

Middle school teachers who teach a departmentalized program (i.e., not self-contained classrooms) shall be scheduled to teach no more than six (6) periods per day (exclusive of lunchroom or other student supervision).

Except in an emergency, all other teachers including special education teaching positions, but excluding the speech pathologist, librarian, social worker, school nurse, ESL, reading and technology coordinators and other similarly situated future non-classroom positions, shall have an average minimum of two hundred (200) minutes of individual planning time per week (predicated upon five (5) days of full-time student attendance). Planning periods shall be computed in blocks of no less than twenty (20) minutes. Part-time teachers shall have their weekly planning time pro-rated.

B. Response to Intervention Team

The Union and Administration will work cooperatively and collaboratively on designing and implementing a district plan for a research based response to intervention. This plan shall be developed by a team of teachers, teacher assistants, administrators, and support services staff.

ARTICLE XV—METHOD OF SALARY PAYMENT FOR TEACHERS

15.1 BASIS OF PAYMENT

Each teacher shall have the option of receiving his/her salary payments bi-weekly on the basis of twenty-one (21) or twenty-six (26) pay periods. A teacher choosing the twenty-six (26) pay period option shall have the further option of receiving the remainder of his/her salary on the last day of school.

15.2 PAYDAYS FALLING ON HOLIDAYS

When a payday falls on a day observed as a holiday or on a day that is part of either the winter or spring break, paychecks shall be issued on the last school day prior to the holiday or vacation.

15.3 SUMMER SALARY CHECKS

Salary payments shall be mailed to the teacher's designated address when school is not in session during the summer months.

ARTICLE XVI—NO STRIKE AND NO LOCKOUT

16.1 NO STRIKE

The Union shall not call, engage in or authorize a strike during the term of this Agreement or any extension thereof.

16.2 NO LOCKOUT

The Board shall not lock out any employees covered by this Agreement during the term of this Agreement or any extension thereof.

ARTICLE XVII—TEACHER COMPENSATION

17.1 SALARY SCHEDULES

The certified nurse's salary schedule for school terms 2008-2012 shall be set forth in Appendix E.

The teacher salary schedule for the school term 2008-2009 shall be set forth in Appendix A. An additional one-time off-schedule payment will be made in 2008-2009. The schedule for this payment is set forth in Appendix A-1. Appendix A-1 payments shall be made in two installments, one on November 1, 2008 and one on February 1, 2009. Such payments shall be pro-rated for part-time certified staff.

The 2009-2010 salary schedule shall be set forth in Appendix B,

The 2010-2011 salary schedule shall be set forth in Appendix C.

The 2011-2012 salary schedule shall be set forth in Appendix D.

Appendix C shall be prepared in the spring of 2010. The salary schedule increase for Appendix C shall be 1.5% plus the CPI-U for January 1, 2008 through December 31, 2008, inclusive of step, not to exceed four and three quarters percent (4.75%).

Appendix D shall be prepared in the spring of 2011. The salary schedule increase shall be 1.5% plus the CPI-U for January 1, 2008 through December 31, 2008, inclusive of step, not to exceed four and one half percent (4.5%).

17.2 ADVANCEMENT ON SALARY SCHEDULE

Full vertical step advancement on the salary schedule shall be given for full-time service of at least ninety (90) days or two (2) full quarters, during the prior school year. Full vertical step advancement shall also be given for part-time service of fifty percent (50%) or more during the prior school year if such year was the first school year of part-time service. Part-time teachers shall thereafter advance one (1) additional step on the salary schedule when the total amount of actual part-time service equals .50 or more in excess of the number of vertical steps previously given for part-time teaching. Example: A teacher was initially employed .50 during the 1992-93 school year and remains employed the same amount of time during each year of this Agreement. Step advancement shall be given in the first and third years of this Agreement.

17.3 HORIZONTAL MOVEMENT ON SALARY SCHEDULE

Notification of earned credits must be filed with the Superintendent or designee prior to the commencement of the school term in order to qualify for horizontal movement on the salary schedule. Official transcripts must be filed with the Superintendent or designee by October 1.

17.4 LONGEVITY ALLOWANCE

Commencing the year after a teacher has reached the last step on any lane on the salary schedule, the Board shall pay the teacher seven hundred seventy dollars (\$770.00) in 2008-2009 and 2009-2010 and eight hundred dollars (\$800.00) in 2010-2011 and 2011-2012 in addition to the amount of salary agreed to in the Salary Schedule Appendices set forth in this Agreement. This longevity benefit shall increase for each additional year the teacher remains in the District up to the maximum number of years described below.

BA Lane	12 Years
BA+ 18 Lane	13 Years
MA/36 Lane	14 Years
MA+15 Lane	15 Years
MA+30 Lane	16 Years

Only one year may be added to any teacher's longevity accumulation in a given year.

ARTICLE XVIII—FRINGE BENEFITS FOR TEACHERS

18.1 HOSPITALIZATION/MAJOR MEDICAL INSURANCE

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all teachers. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during April of the 2007-2008 school year.

For the 2008-2012 school year, the Board shall pay seventy-seven percent (77%) of the premium for single and family HMO and PPO coverage for all teachers.

18.2 DENTAL INSURANCE

The Board shall pay ninety percent (90%) of the premium for single dental insurance coverage and eighty percent (80%) of the premium for family coverage for all teachers. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during April of the 1992-93 school year.

18.3 LIFE INSURANCE

The Board shall pay the premium for term life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000.00) for each teacher. With the consent of the carrier, teachers may purchase additional life insurance at their own expense in blocks of ten thousand dollars (\$10,000.00) up to fifty thousand dollars (\$50,000.00).

18.4 TUITION REIMBURSEMENT

The Board shall reimburse each full-time teacher with at least three (3) years of full-time service in the district the amount of tuition (not including activities' fees, books, transportation, housing, meals or other costs) for all graduate courses taken from accredited institutions of higher learning provided such reimbursement shall not exceed nine thousand three hundred dollars (\$9,300.00) during the entire period of the teacher's employment in the District. Courses must be pre-approved by the Superintendent or designee. Approval shall be granted to any course which is part of an approved Master's degree program. Courses must be successfully completed and the teacher awarded a grade of "B" or higher. Teachers who voluntarily leave the District within one year of any reimbursement will pay back the amount reimbursed during that preceding fiscal year. Reimbursement must occur before the end of the following school term.

18.5 SERVICE RECOGNITION PLAN

The Board shall recognize the services of those teachers who have rendered at least twenty (20) years of creditable service to District 70 immediately preceding retirement and are eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.

A. TO BE ELIGIBLE, THE TEACHER:

1. Must have rendered at least twenty (20) years of creditable service to the District immediately preceding his/her retirement.

2. Must be eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.
3. Must give an irrevocable letter of resignation to the Board no later than October 1 of the school term in which the notice is given. Notice may be given as early as four school terms prior to the date of retirement and as late as during the school term he/she intends to retire.
4. Only teachers who are eligible at the time of retirement to receive pension benefits through the Teachers' Retirement System of the State of Illinois with no financial penalty to the Board are eligible for this benefit.

B. BENEFITS AND PAYMENT SCHEDULE:

1. 3 or 4 Year Notice

Teachers, who give notice in the third or fourth school term prior to the date of retirement, shall have a ten thousand dollar (\$10,000.00) benefit sum paid throughout the remaining years of service. Such payment shall be structured in such a way as not to exceed six percent (6%) over prior year's creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

2. **2 Year Notice**

Teachers who give notice in the second school term prior to the date of retirement shall have up to an eight thousand dollar (\$8,000.00) benefit sum paid throughout the remaining years, not to exceed six percent (6%) over prior year's total creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

3. **1 Year Notice**

Teachers who give notice in the school term in which they will retire shall have up to a two thousand five hundred dollar (\$2,500.00) benefit sum paid throughout the remaining years, not to exceed six percent (6%) over prior year's total creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

C. **MISCELLANEOUS PROVISIONS**

1. The Board shall reimburse the retired teacher for the premium for TRS medical insurance not to exceed one hundred fifty dollars (\$150.00) per month until the teacher reaches age sixty-five (65). Coverage shall be individual or family (same as teacher had during the twenty-four (24) months prior to effective date of retirement). Continuing payments under this provision shall be predicated upon the annual receipt from the retired teacher of proof that the TRS policy remains in effect and that premium payments are current.

2. The Board shall not limit the number of teachers who shall be approved for this plan in any year of this Agreement.
3. Upon the death of a teacher who has entered into a retirement contract with the District, the Board shall pay the unpaid portion of the medical insurance benefit to the teacher's designated beneficiary until such date as the teacher would have attained age sixty-five (65) or the death of the beneficiary, whichever shall occur first. This continuing payment shall also be predicated upon the annual receipt from the beneficiary as proof that that the health insurance policy remains in effect and that premium payments are current.

18.6 SEVERANCE PAYMENT

In order to be eligible for the severance payment stated herein, teachers must be eligible to receive the benefits listed in Article 18.5 of this Agreement. It is understood that no severance payments will be made if such would result in a penalty assessed to the Board of Education by the Teacher's Retirement System.

A. PAYMENT SCHEDULE:

1. 2 Year Notice

Teachers who give notice in second school term prior to the date of retirement shall receive a two thousand dollar (\$2,000.00) severance payment. Such payment shall be made no sooner than thirty days after the final regular paycheck and shall not be considered or intended to be creditable earnings.

2. 1 Year Notice

Teachers who give notice in the school term in which they will retire shall receive a seven thousand five hundred dollar (\$7,500.00) severance payment. Such payment shall be made no sooner than thirty days after the final regular paycheck and shall not be considered or intended to be creditable earnings.

18.7 INTERNAL SUBSTITUTION PAY

A teacher who gives up his/her preparation period to substitute for another teacher shall be compensated at the rate of twenty-one dollars (\$21.00) per class period commencing with the 2004-2005 school term, twenty-two dollars (\$22.00) per class period commencing with the 2005-2006 school term, and twenty-three dollars (\$23.00) per class period commencing with the 2006-2007 school term. Should the class period be more or less than the standard forty-two (42) minutes, internal substitution pay shall be pro-rated accordingly.

18.8 PART-TIME TEACHERS

The fringe benefits in this Article which apply to part-time or part-year teachers shall be pro-rated.

18.9 SALARY REDUCTION PLAN

(This section applies to both teachers and classified personnel)

The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code. Such plan shall be developed in consultation with the Union to allow employees to elect, via salary reduction, to pay for:

- a. The employee's share of the cost of group medical and/or dental insurance premiums and/or deductibles,
- b. Reimbursement for medical expenses as allowed by the Internal Revenue Code and Regulations,
- c. Reimbursement for dependent care assistance as allowed by the Internal Revenue Code,
- d. Employee paid premiums for group life insurance as allowed by the Internal Revenue Code.

The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided for in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis shall be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan shall be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

The Board shall pay the initial set-up fee to a maximum of four hundred dollars (\$400.00). The Union shall pay any additional initial set-up fee to a maximum of four hundred dollars (\$400.00), and the Board shall pay any amount of such fee in excess of eight hundred dollars (\$800.00). The employee shall pay any required monthly fees.

ARTICLE XIX—E XTRA DUTY ASSIGNMENTS

Administration shall be responsible for posting and filling, or not filling, all vacant extra duty positions, in accordance with the Extra Duty Stipend Schedule. All extra duty assignments shall be voluntary whenever possible; applicants shall be notified of their appointment prior to the commencement of the school term in which the extra duty position will occur.

Teachers shall have first access to filling extra duty positions and unfilled positions will then be open to classified personnel. For extra duty positions that are paid an annual stipend, both teachers and classified personnel shall be paid the amount listed in the Extra Duty Schedule for that year. For extra duty positions which are paid an hourly rate, classified personnel who hold teaching certificates shall be paid at the contractually agreed hourly stipend rates that appear in the extra duty schedules and classified staff who do not hold a teaching certificate will be paid at their regular hourly rate.

All extra duty applicants will be required to fill out an Extra Duty Stipend Approval Form prior to the commencement of the activity period. All forms must be signed by the applicant and approved by the administration prior to being processed by payroll.

Extra Duty Stipends Schedule		payment method	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Approved Club Sponsor	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Approved Summer Curriculum, Work	per hour		\$ 34.12	\$ 34.98	\$ 35.85	\$ 36.75	\$ 37.66
Approved Week-End Supervision: Chorus - Band - Orchestra/Delayed Events (i.e. field trips)	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Automobile Mileage	(IRS allowable rate per mile)						
Basketball - Varsity	stipend per coach		\$ 2,045.95	\$ 2,097.10	\$ 2,149.53	\$ 2,203.27	\$ 2,258.35
Basketball - Junior Varsity	stipend per coach		\$ 1,815.15	\$ 1,860.53	\$ 1,907.04	\$ 1,954.72	\$ 2,003.59
Basketball- 6th grade	stipend per coach		\$ 978.16	\$ 1,002.61	\$ 1,027.68	\$ 1,053.37	\$ 1,079.70
Cheerleader Sponsor	stipend per coach		\$ 910.69	\$ 933.46	\$ 956.80	\$ 980.72	\$ 1,005.23
Computer Lab/Tech Duty	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Extended Work Year - Social Worker, Technology Coordinator, LRC Coordinator	Up to ten (10) additional days at per diem rate						
Game Supervisor/Scorekeeper--Certified Staff	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Game Supervisor/Scorekeeper--Classified Staff	per hour		\$ 17.03	\$ 17.45	\$ 17.89	\$ 18.33	\$ 18.79
Homebound - Hospital - Tutorial (Rate includes travel time)	per hour		\$ 34.12	\$ 34.98	\$ 35.85	\$ 36.75	\$ 37.66
Intramurals	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Library Supervision	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06
Lunchroom Supervision	per hour		\$ 18.15	\$ 18.61	\$ 19.07	\$ 19.55	\$ 20.04
Mentor Teacher (in accordance with district mentoring program)			\$ 1,025.00	\$ 1,050.63	\$ 1,076.89	\$ 1,103.81	\$ 1,131.41
Musical Rehearsals (chorus, orchestra, band)	per hour		\$ 29.50	\$ 30.24	\$ 30.99	\$ 31.77	\$ 32.56
Opportunity Room and Detention	per hour		\$ 22.70	\$ 23.27	\$ 23.85	\$ 24.45	\$ 25.06

Extra Duty Stipends Schedule	payment method	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Overnight Supervision: Outdoor Education - Science Olympiad	per night	\$ 107.29	\$ 109.97	\$ 112.72	\$ 115.54	\$ 118.42
Photography	stipend, per advisor	\$ 455.36	\$ 466.74	\$ 478.41	\$ 490.37	\$ 502.63
Science Olympiad Coordinator	stipend, one advisor	\$ 1,025.00	\$ 1,050.63	\$ 1,076.89	\$ 1,103.81	\$ 1,131.41
Science Olympiad Assistant Coordinator	stipend, one assistant	\$ 512.50	\$ 525.31	\$ 538.45	\$ 551.91	\$ 565.70
Science Olympiad Coaches (meeting 1 hour weekly)	stipend, up to 8 coaches	\$ 358.75	\$ 367.72	\$ 376.91	\$ 386.33	\$ 395.99
Soccer - Varsity or Junior Varsity	stipend per coach	\$ 1,815.15	\$ 1,860.53	\$ 1,907.04	\$ 1,954.72	\$ 2,003.59
Student Council Advisor* (up to 2)	stipend per advisor	\$ 910.69	\$ 933.46	\$ 956.80	\$ 980.72	\$ 1,005.23
Student Council Advisor Assistant (if only 1 advisor)	stipend per assistant	\$ 455.35	\$ 466.73	\$ 478.40	\$ 490.36	\$ 502.62
Variety Show Coordinator*	stipend, one coordinator	\$ 307.50	\$ 315.19	\$ 323.07	\$ 331.14	\$ 339.42
Variety Show * Assistant (up to 2)	stipend, per assistant	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57	\$ 169.71
Volleyball - Varsity or Junior Varsity	stipend per coach	\$ 1,815.15	\$ 1,860.53	\$ 1,907.04	\$ 1,954.72	\$ 2,003.59
Yearbook Advisor* (up to 2)	stipend per advisor	\$ 1,025.00	\$ 1,050.63	\$ 1,076.89	\$ 1,103.81	\$ 1,131.41
Yearbook* Assistant (if only 1 advisor)	stipend per assistant	\$ 512.50	\$ 525.31	\$ 538.45	\$ 551.91	\$ 565.70
Sub-Coordinator (position held by classified personnel)	stipend per coordinator	\$ 3,077.74	\$ 3,154.68	\$ 3,233.55	\$ 3,314.39	\$ 3,397.25

*If only one advisor, with no assistant(s), advisor receives both the advisor stipend and one (1) assistant stipend.

ARTICLE XX—SENIORITY AND REDUCTION IN FORCE (RIF) OF CLASSIFIED PERSONNEL

20.1 CLASSIFIED SENIORITY DEFINED

Seniority shall be defined as the length of continuous service as an employee of the Board, including all paid leaves of absence, but excluding unpaid leaves of absence of ninety (90) or more consecutive employment days unless such leave of absence shall be due to a job-related disability or injury. Seniority shall be computed as employment days. (The parties shall make a good faith effort to calculate the seniority of all classified personnel upon the effective date of this Agreement, wherein the employee's initial employment date, if continuously employed, shall be accepted as the starting point of the seniority calculation without diminution, in the absence of clear evidence to the contrary). Seniority shall not accrue to any classified personnel for days worked outside the normal employment days of his/her classification. In addition, seniority shall accrue on a pro-rated basis if the hours worked are less than 70% of the average daily hours worked by other classified personnel in the same job classification for more than ninety (90) consecutive days.

20.2 CLASSIFIED PERSONNEL SENIORITY LIST

The Board shall furnish the Union with an annual classified seniority list by November 1 and such list shall show the names of classified employees in order of their District seniority. All employees covered by this Agreement shall be divided into six (6) categories: (1) secretarial/office personnel (2) non-certified nursing personnel (3) custodial personnel (4) food service personnel (5) lunch/recess supervision personnel and (6) teaching assistant personnel. An employee who moves from one category to another shall not suffer a loss in seniority. Certified teaching staff shall have a separate seniority list per Article V, Section 5 of this Agreement. Unless objected to in writing within sixty (60) calendar days following the Board's furnishing such seniority list, the calculations thereof shall be deemed conclusive and non-grievable upon the Board, the Union and all classified personnel.

20.3 REDUCTION-IN-FORCE (RIF)

For the purposes of reduction-in-force, the bargaining unit shall be divided among the classifications found in section 21.2 of this article.

Upon the decision of the School Board to reduce the number of employees, it shall designate such reduction by the job classification groupings as above. The employee with the least District seniority within the job classification grouping shall be dismissed.

20.4 RECALL OF RIF'D CLASSIFIED PERSONNEL

If positions become available for a period of one (1) year, recall rights shall be by seniority. No bargaining unit position from the classification of the RIF shall be posted while a recall list exists. If an employee is rehired within one (1) year of termination, it shall be without loss of past seniority, accumulated sick leave previously earned, vacation entitlement, longevity pay and shall return to work at a rate of pay not less than that rate of pay which was earned at the time of RIF unless the rate of pay of other classified personnel in his/her category had been reduced. A RIF'd employee who has maintained continuous insurance coverage will not have to prove insurability upon reinstatement, subject to approval of the insurance carrier.

ARTICLE XXI—WORKING CONDITIONS - CLASSIFIED PERSONNEL

21.1 Work Day

The normal work day for Classification 1 employees (secretarial and office workers) is eight and one half (8½) hours. Starting and ending times may be adjusted according to the needs of the District. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty-free lunch. Nothing herein shall preclude agreement between the Board and the employee to combine breaks and/or lunch.

The normal workday for Classification 2 employees (non-certified nurses) is seven and one-half (7½) hours. Nurses shall receive a minimum thirty (30) minute paid duty-free lunch, each normal workday. The nurse is not required to eat lunch in the nurse's office.

The normal workday for Classification 3 employees (custodial) is eight and one half (8½) hours. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty-free breaks and one thirty (30) minute unpaid duty free lunch. Nothing herein shall preclude agreement between the Board and the employee to combine breaks and/or lunch.

The normal workday for Classification 4 employees (food service personnel) shall typically vary, as determined by the District. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain one thirty (30) minute paid duty-free lunch for employees regularly employed over five (5) hours per day. Other classification 4 employees may request an unpaid lunch period.

The normal work day for regular part-time Classification 5 (lunch/recess supervisory personnel) shall be flexible, as determined by the District. Lunch/recess supervisory personnel do not have a lunch period or breaks.

The normal workday for Classification 6 employees (teacher aides) is no less than six (6) hours, nor more than seven and one-half (7½) hours. Teacher aides shall receive a minimum thirty (30) minute duty-free paid lunch period and appropriate accommodations in their schedule to enhance appropriate collaboration with teachers they are assisting.

The above are applicable (except in emergencies) to the regular school term. Employees scheduled to work during summer recess shall work the days and hours designated by the District; the District shall provide one (1) week written notice before changing any regular shift hours, unless otherwise agreed to by the employee.

Each hourly classified employee shall maintain an accurate record of working time by means of a District provided timekeeping device or system.

No later than the first day of student attendance in a given school term, classified employees will be given a schedule of early release days for the current school term which will indicate a) when employees will be required to stay and will be paid until the end of the regular work day, b) when employees may choose to stay and will be paid until the end of the regular work day, and c) when employees will not be required to stay and may chose to stay but will not be paid until the end of the regular work day.

21.2 Overtime

All hourly employees shall be paid one and one-half (1-1/2) times their hourly rate for hours worked in excess of 40 hours per week. Any hours worked on Sunday shall be compensated at one and one-half (1-1/2) times the regular rate regardless of the forty (40) hour rule. This section shall not be subject to the grievance procedure included in this Agreement.

In the event an employee works in more than one classification and is paid at different rates of pay, blended overtime shall be used in determining the overtime rate.

21.3 Work Year

The Board shall make every effort to inform all regular full-time classified personnel who work less than a full calendar year of their anticipated work schedule for the following school term at least fifteen (15) calendar days prior to the start of such term.

21.4 Vacations

Each regular full-time twelve (12) month employee shall be entitled to vacation in accordance with the following provisions:

- (a) Quantity of Vacation:
 - (1) New hires through five (5) years of employment – ten (10) working days paid vacation
 - (2) Six (6) through twenty (20) years of employment – fifteen (15) working days paid vacation
 - (3) Beyond twenty (20) years of employment— twenty (20) working days paid vacation

- (b) Accrual and Availability for Use: Vacation shall accrue and be available for use upon employment and will accrue on July 1 thereafter. Vacation used but not yet earned upon voluntary or involuntary separation from the District shall be reimbursed to the District through a final paycheck adjustment.

- (c) Unused Vacation: Employees who terminate their employment prior to a full school year's service shall have their earned vacation pay prorated and payment shall be added to their final check. Employees may carry over up to ten (10) days vacation each year with a maximum accumulation of ten (10) days. An employee may choose to turn in unused vacation days for days of pay at the end of the year.

21.5. Holidays

All regular full-time twelve (12) month employees shall be granted the day off with pay for the Fourth of July and eleven (11) other school holidays designated by the Board at the time it establishes the school calendar.

Those employees who work an extended school year but are not considered twelve (12) month employees will be granted a paid holiday for those holidays encompassed in the above twelve days when such holidays fall within an assigned work period. For example, days off surrounding the Thanksgiving holiday will be paid holidays because they fall within an assigned work period, however those days off that fall within the two week December/January holiday break would not be paid holidays if those two weeks are not an assigned work period.

When a holiday falls within a period of paid leave or vacation, the holiday shall not be deducted from such leave or vacation. An employee must have worked or been on authorized leave on the workday before and after the paid holiday to receive pay for the holiday.

21.6 School Closing

When school is canceled or shortened due to inclement weather or other emergencies, regular full-time twelve month employees shall not be required to work and shall suffer no loss or reduction in pay.

ARTICLE XXII—CLASSIFIED PERSONNEL PERFORMANCE AND DUTIES

22.1 Job Descriptions

The duties of classified personnel shall be defined in accordance with their job descriptions. Job descriptions shall be developed by the Administration with timely input from the Union and/or the employee and approved by the Board. A copy of the applicable job description, once formulated and approved by the Board, shall be provided to that employee within a reasonable time and upon request thereafter.

22.2 Discipline

At any meeting with an administrator during which discipline may reasonably be anticipated to be considered, the employee shall have the right to Union representation. The employee may waive this right.

The Board recognizes the typical desirability of applying the principle of progressive discipline as an employment practice. The Union acknowledges the application of the principle is subject to the special facts which may pertain.

In situations involving conduct traditionally recognized as remediable, reasonable and prudent supervisory assistance shall be offered before any decision is made to dismiss an employee. Gross misbehavior, insubordination, or intimidation of any staff members, students, or parents are not deemed remediable behaviors.

22.3 Evaluation

1. A common evaluation instrument will be used in the evaluation of employees. The Union may submit recommendations to the Administration concerning an evaluation instrument, but the content of the evaluation instrument shall be at the sole discretion of the Administration.
2. Within thirty (30) working days after employment or following a significant change in the evaluation instrument, employees shall be notified of the evaluation instrument in use and expectations for their job performance.
3. Work shall be formally evaluated by a certified evaluator and the evaluation document shall be prepared at least once during each of the two school years (or, where applicable, school terms) during which the classified personnel member shall be regularly and fully employed. In the case of teacher assistant evaluations, said evaluations may be completed with input from the classroom teacher.

4. Within ten (10) employee working days following the writing of the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. At such conference, the evaluator shall give a copy of the evaluation to the employee and, thereafter, properly place the evaluation in the employee's personnel file. As part of such an evaluation, the evaluator shall seek to identify ways by which the employee may overcome deficiencies, which are noted. The employee shall acknowledge receipt of such copy by signing the evaluation. The signature of the employee does not necessarily indicate agreement with the evaluation. After the receipt of the evaluation, the employee may attach any rebuttal or comments. The attachment shall be placed in the personnel file.

22.4 Job Postings

Prior to formally interviewing candidates for or filling a posted vacancy in a classified position, bargaining unit members shall be informed of such vacancy through a timely all-staff school-wide email notification. In addition, any job vacancy shall be posted for a period of not less than five (5) working days before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to the posted terms and conditions. If an employee is not selected, upon written request, the employee shall be given the reasons for the decision in writing. When deemed equally qualified, District employees shall be given preference for posted jobs. This section except for its procedural requirements, shall not be subject to the Grievance Procedure of this agreement.

22.5 Employee Handbook

During the term of this Agreement, the District, with timely input from the Union, shall develop and adopt a classified support personnel handbook, which shall contain evaluation forms, brief summaries of applicable Board policies, and other pertinent information. The content of the handbook shall be subject to periodic review. Each employee shall be provided with an employee handbook.

ARTICLE XXIII—CLASSIFIED PERSONNEL COMPENSATION AND FRINGE BENEFITS

23.1 COMPENSATION

In each year of this agreement, all classified personnel shall have salary increases equivalent to the following amounts over prior year's earnings not including any incentives, extra duty payments, or stipends:

2008-2009	Five percent (5.0%)
2009-2010	Four and eighty five one hundredths percent (4.85%)
2010-2011	The percent increase shall equal 1.5% plus the CPI-U from January 1 2008 through December 31, 2008 not to exceed 4.75% and no less than 4.5%
2011-2012	The percent increase shall equal 1.5% plus the CPI-U from January 1, 2009 through December 31, 2009 not to exceed 4.5% and no less than 4.5%

23.2 HOSPITALIZATION/MAJOR MEDICAL INSURANCE

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all qualified classified personnel. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during September of the 2008-2009 school year.

For the life of this agreement, the Board shall pay eighty percent (80%) of the premium for single HMO coverage for all classified personnel who elect to take Hospitalization/Major Medical Insurance. The dollar amount equivalent to 80% of the single HMO premium may be applied to single or family PPO or family HMO coverage if the employee elects to take such coverage.

Election of the Dental Insurance benefits found in Article 23.3 or of the Section 105 Health Reimbursement Arrangement found in Article 23.6 precludes the election of Hospitalization/Major Medical Insurance.

23.3 DENTAL INSURANCE

The Board shall pay one hundred percent (100%) of the premium for family dental insurance coverage for all qualified classified personnel who elect to take Dental Insurance. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during April of the 1992-93 school year.

Election of the Hospitalization/Major Medical Insurance benefits found in Article 23.2 or of the Section 105 Health Reimbursement Arrangement found in Article 23.6 precludes the election of Dental Insurance.

23.4 INTERNAL SUBSTITUTION PAY

Classified employees holding a teaching or substitute certificate who substitute for a teacher shall be compensated at the rate of twenty-five dollars (\$25.00) per cumulative full day (6.5 hours) of substituting in addition to the regular hourly pay. Classified employees holding a teaching certificate and who hold a Master's degree in education who substitute for a teacher shall be compensated at the rate of fifty dollars (\$50.00) per cumulative full day (6.5 hours) of substituting in addition to the regular hourly pay. Less than fifteen (15) minutes per session of substitution shall not count in the accumulation of a full day unless done on a regular basis. If only part of a day is accumulated by the end of the school term, such accumulation may be carried over to the next school term. In order to ensure the continuity of the educational process, the District shall make every effort to ensure the use of classified personnel as internal substitutes shall be limited to an as needed basis.

23.5 PART-TIME CLASSIFIED PERSONNEL

The fringe benefits of Article 23.2 Hospitalization/Major Medical Insurance, Article 23.3 Dental Insurance, and 23.6 Section 105 Health Reimbursement Arrangement which apply to qualifying part-time classified staff shall be pro-rated. Pro-ration shall be based on a full-time equivalent of 6.5 hours per day and 173 days per school term.

23.6 HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The Board shall maintain a Health Reimbursement Arrangement which meets requirements of Section 105 of the Internal Revenue Code. Such plan shall be developed in consultation with the Union. The Board shall contribute to each member of the Classified Personnel who elects this benefit, the following amounts:

In 2008-2009: one thousand five hundred dollars (\$1,500.00) dollars (per school term on a pro-rata basis).

In 2009-2010: one thousand six hundred dollars (\$1,600.00) dollars (per school term on a pro-rata basis).

In 2010-2011: one thousand seven hundred dollars (\$1,700.00) dollars (per school term on a pro-rata basis).

In 2011-2012: one thousand eight hundred dollars (\$1,800.00) dollars (per school term on a pro-rata basis).

Members of the Classified Personnel who elect this option shall not have access to the Major Medical Insurance or Dental Insurance benefits listed in this Article.

This benefit can be used to pay any out of pocket medical expense that meet the Code 213 definition of medical care for self or dependents.

Claims for reimbursement may be submitted per agreement with the plan administrator. Claims for reimbursement must be for services received during the plan year. The plan year shall run from September 1 through August 31 of each year. (In 2005 only, the plan year shall run from October 18, 2005 through August 31, 2006). All requests for reimbursement must be turned in to the plan administrator no later than ninety (90) days after the end of the plan year to be eligible for reimbursement.

The Board shall be responsible for all costs associated with the set-up and maintenance of the HRA plan, including any and all monthly fees for participants.

23.7 CLASSIFIED STAFF CONFERENCES AND WORKSHOPS

Classified staff will be reimbursed for the registration cost of their required or approved attendance at conferences and/or workshops which have been pre-approved by the school administration. Pre-approval shall also identify any travel, hotel, or meal expenses, if any, which are appropriate for reimbursement.

ARTICLE XXIV—DURATION

This Agreement shall be in effect as of the date of its execution, and shall continue in effect until the day prior to the start of the 2012-2013 school term

This Agreement is signed and adopted this _____ day of _____, 2008.

IN WITNESS WHEREOF:

For the Park View Council
of Teachers, Local 1274,
IFT/AFT, AFL-CIO

For the Board of Education
Morton Grove School District 70,
Cook County, Illinois

President

President

Secretary

Secretary

APPENDIX A

MORTON GROVE SCHOOL DISTRICT 70

2008-2009 TEACHER SALARY SCHEDULE

STEP	BA	BA+18	MA/36	MA+15	MA+30
1	46,397	51,484	56,796	62,335	68,099
2	47,188	52,275	57,587	63,126	68,890
3	47,981	53,066	58,379	63,917	69,681
4	48,772	53,857	59,170	64,708	70,473
5	49,676	54,762	60,074	65,613	71,377
6	50,579	55,666	60,978	66,517	72,281
7	51,597	56,684	61,996	67,534	73,298
8	52,615	57,700	63,013	68,551	74,316
9	53,632	58,718	64,030	69,568	75,332
10	54,988	60,074	65,387	70,925	76,689
11	56,457	61,544	66,856	72,395	78,159
12	58,039	63,126	68,438	73,977	79,741
13	-	64,708	70,020	75,559	81,323
14	-	66,404	71,716	77,255	83,019
15	-	-	74,541	78,950	84,715
16	-	-	76,237	80,646	86,410
17	-	-	78,046	82,453	88,218

APPENDIX A-1

MORTON GROVE SCHOOL DISTRICT 70

2008-2009 TEACHER ONE-TIME OFF-SCHEDULE PAYMENT

STEP	BA	BA+18	MA/36	MA+15	MA+30
1	811.95	900.97	993.94	1,090.86	1,191.73
2	825.78	914.82	1,007.78	1,104.71	1,205.58
3	839.66	928.66	1,021.62	1,118.55	1,219.42
4	853.51	942.51	1,035.47	1,132.39	1,233.28
5	869.32	958.34	1,051.30	1,148.23	1,249.10
6	885.14	974.16	1,067.12	1,164.04	1,264.91
7	902.95	991.96	1,084.93	1,181.85	1,282.72
8	920.75	1,009.75	1,102.73	1,199.64	1,300.53
9	938.56	1,027.56	1,120.52	1,217.45	1,318.32
10	962.29	1,051.30	1,144.26	1,241.19	1,342.06
11	988.00	1,077.02	1,169.98	1,266.91	1,367.78
12	1,015.69	1,104.71	1,197.67	1,294.59	1,395.46
13		1,132.39	1,225.36	1,322.28	1,423.15
14		1,162.07	1,255.03	1,351.96	1,452.83
15			1,304.47	1,381.62	1,482.51
16			1,334.15	1,411.30	1,512.17
17			1,365.80	1,442.93	1,543.82

APPENDIX B

MORTON GROVE SCHOOL DISTRICT 70

2009-2010 TEACHER SALARY SCHEDULE

STEP	BA	BA+18	MA/36	MA+15	MA+30
1	47,552	52,766	58,211	63,887	69,795
2	48,363	53,577	59,021	64,698	70,605
3	49,175	54,388	59,832	65,509	71,416
4	49,986	55,199	60,643	66,319	72,228
5	50,913	56,126	61,570	67,247	73,154
6	51,839	57,052	62,497	68,173	74,081
7	52,882	58,095	63,539	69,216	75,124
8	53,925	59,137	64,582	70,258	76,166
9	54,967	60,180	65,624	71,301	77,208
10	56,357	61,570	67,015	72,691	78,599
11	57,863	63,076	68,521	74,197	80,105
12	59,485	64,698	70,142	75,819	81,726
13	-	66,319	71,764	77,440	83,348
14	-	68,058	73,502	79,178	85,086
15	-	-	76,397	80,916	86,824
16	-	-	78,136	82,654	88,561
17			79,989	84,506	90,415

APPENDIX C

MORTON GROVE SCHOOL DISTRICT 70

2010-2011 TEACHER SALARY SCHEDULE

STEP	BA	BA+18	MA/36	MA+15	MA+30
1					
2					
3					
4					
5					
6					
7					
8	SALARY SCHEDULE TO BE ADDED				
9					
10					
11					
12					
13					
14					
15					
16					
17					

APPENDIX D

MORTON GROVE SCHOOL DISTRICT 70

2011-2012 TEACHER SALARY SCHEDULE

STEP	BA	BA+18	MA/36	MA+15	MA+30
1					
2					
3					
4					
5					
6					
7					
8	SALARY SCHEDULE TO BE ADDED				
9					
10					
11					
12					
13					
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APPENDIX E

MORTON GROVE SCHOOL DISTRICT 70

2008-2012 CERTIFIED NURSE SALARY SCHEDULE

STEP	BA	BA+18	MA/36	MA+15	MA+30
1	39,000	43,250	47,750	52,300	57,150
2	39,650	43,950	48,400	53,000	57,850
3	40,300	44,650	49,050	53,700	58,550
4	41,000	45,350	49,750	54,400	59,250
5	41,750	46,050	50,500	55,150	60,000
6	42,500	46,800	51,250	55,900	60,750
7	43,350	47,650	52,100	56,750	61,600
8	44,200	48,500	52,950	57,600	62,450
9	45,100	49,350	53,800	58,450	63,300
10	46,200	50,500	54,950	59,600	64,450
11	47,450	51,750	56,200	60,850	65,700
12	48,800	53,050	57,500	62,150	67,000
13		54,400	58,850	63,500	68,350
14		55,800	60,250	64,900	69,750
15			62,650	66,350	71,200
16			64,100	67,800	72,650
17			65,600	69,300	74,150

APPENDIX F

MORTON GROVE SCHOOL DISTRICT 70

2008-2012

CLASSIFIED PERSONNEL MINIMUM HOURLY RATES

Initial compensation rates for new employees shall be determined by the Board based upon the employee's prior experience and market conditions; provided, however, that such compensation meet or exceed the minimum hourly rates set forth in this Appendix. Further provided that no new employee be paid at a rate higher than those set forth below without verifiable relevant prior work experience. The beginning hourly rate of a new employee having such relevant prior work experience may be increased by up to one percent (1%) for each year of such work experience up to a maximum of two (2) years credit.

Classification	Job title	2008-2009	2009-2010	2010-2011	2011-2012
Class 1	Secretarial/Office Personnel	\$14.30	\$14.40	\$14.50	\$14.60
Class 2	Non-certified Nursing Personnel	\$22.00	\$22.50	\$23.00	\$23.50
Class 3	Custodial Personnel	\$13.30	\$13.40	\$13.50	\$13.60
Class 4	Food Service Personnel	\$9.30	\$9.40	\$9.50	\$9.60
Class 5	Lunch/Recess Supervisors	\$9.30	\$9.40	\$9.50	\$9.60
Class 6	Teacher Assistants-with Bachelors degree	\$11.30	\$11.40	\$11.50	\$11.60
Class 6	Teacher Assistants-without bachelors degree	\$10.30	\$10.40	\$10.50	\$10.60

Exhibit A

Morton Grove School District #70 Benefit Savings Comparison

Benefits	Former PPO Plan (04-05)		New PPO Plan (05-06)		HMO Plan (No Change)	
					In Network Only	
Lifetime Maximum	\$1,000,000		\$1,000,000		Unlimited	
Deductible						
Individual	\$250		\$500		None	
Family	\$500		\$1,000		None	
Out-of-Pocket (excluding deductible)						
Individual	\$750	\$2,750	\$1,000	\$3,750	\$1,500	
Family	\$1,500	\$5,500	\$2,000	\$7,500	\$3,000	
Covered Expenses						
<u>Hospital</u>						
• Inpatient	90%	70%	80%	60%	100%	
• Outpatient	90%	70%	80%	60%	100%	
Emergency Room	100%+	100%+	\$100 copay then 100%	\$100 copay then 100%	\$50 copay	
<u>Physician</u>						
Inpatient	90%	70%	80%	60%	100%	
Outpatient	90%	70%	80%	60%	\$10 copay	
Office Visits	90%	70%	80%	60%	\$10 copay	
Wellness Care (Children to age 16)	100% up to \$500 per calendar year		100% up to \$500 per calendar year		\$10 copay	
Well Adult Care	Not Covered		Not Covered		\$10 copay	
Chiropractic Care:	90% up to \$1,000 per calendar year	70% up to \$1,000 per calendar year	80% up to \$1,000 per calendar year	60% up to \$1,000 per calendar year	Must Receive PCP Referral then \$10 copay	
Other Covered Services: Blood and blood components; private duty nursing; ambulance services; allergy shots; oxygen and its administration; surgical dressing, casts and splints; durable medical equipment; prosthetic devices ; and leg, arm and neck braces.	80%		80%		100%	
Prescription Drugs						
Retail (30-day supply)	\$3 Generic \$8 Formulary \$23 Non-Formulary		\$10 Generic \$15 Formulary \$30 Non-Formulary		\$3 Generic \$8 Formulary \$23 Non-Formulary	
Mail Order (90-day supply)	\$3 Generic \$8 Formulary \$23 Non-Formulary		\$20 Generic \$30 Formulary \$60 Non-Formulary		\$3 Generic \$8 Formulary \$23 Non-Formulary	