# **OFFICIAL COPY**

# **AGREEMENT**

# **BETWEEN THE**

# BOARD OF EDUCATION, SCHOOL DISTRICT #67 MORTON GROVE, ILLINOIS

# **AND THE**

GOLF TEACHERS AND SUPPORT STAFF UNION LOCAL 1274, IFT/AFT, AFL-CIO

2019-2020

**Through** 

2022-2023

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# **PREAMBLE**

This Agreement is made and entered into by and between the Board of Education, District Number 67, Cook County, Illinois (hereinafter referred to as the "Board"), and the Golf Teachers and Support Staff Union, a Council of Local 1274 of the American Federation of Teachers (hereinafter referred to as the "Union").

#### **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Union, an affiliate of Local 1274, IFT/AFT, AFL/CIO, as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all full-time and regularly employed part-time certified employees including classroom teachers, special education teachers, librarians, psychologists, social workers, speech therapists, reading specialists and school nurses, and all full and part time teacher assistants, health assistants, registered nurses, secretaries, business services assistants, custodians, maintenance workers, technology aides, facilitators of instructional technology, and data specialists. Excluded are full-time and regularly employed part-time superintendent, business coordinator or manager, principals and assistant principals, directors of student services, bookkeeper, recess/lunch supervisors, and all whose positions are defined as exempt by the Illinois Education Labor Relations Act.
- B. The term "teacher" as used in this Agreement shall refer to all certificated employees included in the bargaining unit defined above. The term "support staff employee" shall refer to all other non-certificated employees in the bargaining unit above. The term "employee" or "bargaining unit member" shall refer to all employees in the bargaining unit defined above.
- C. The Board agrees not to bargain with any group other than the Union on matters of wages, hours, terms and conditions of employment during the term of this Agreement, provided, however, that any employee or group of employees shall have the right to submit suggestions to, or discuss professional problems with the administration or the Board at any mutually agreeable time without the intervention of the Union.

#### ARTICLE II- DEFINITION OF RESPONSIBILITIES AND RIGHTS

#### A. **MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- full and exclusive control of the management of the District, the supervision
  of all operations, the methods, processes, means and personnel by which
  any and all work shall be performed, the control of property and the
  composition, assignment, direction and determination of the size and type of
  its working forces;
- 2. the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- the right to change or introduce new operations, methods, processes, means
  of facilities, and the right to determine whether and to what extent work shall
  be performed by employees;
- the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and layoff employees; and
- 5. the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an. orderly, effective and efficient operation.

#### B. **MANAGEMENT GUARANTEE**

Maintenance of management rights does not preclude individual bargaining unit members, or the Union, from requesting consultation or from presenting recommendations. Consideration shall be given to issues of working conditions that enhance efficiency or improve the teaching environment.

#### C. NO STRIKE AND NO LOCKOUT

The Union agrees not to strike, not to engage in any boycotts or work stoppages, and not to picket in any manner which would interfere with any function or operation of the schools of District 67 for the life on this Agreement.

The Board shall not lock out any bargaining unit members covered by this Agreement during the term of this Agreement.

#### D. **EQUAL BENEFITS TO ALL BARGAINING UNIT MEMBERS**

The Board and the Union agree that the benefits and terms of any and all agreements and decisions arrived at through negotiations between the Board and the Union shall apply equally to all employees in the bargaining unit without regard to their membership or lack of membership in any employee organization.

#### E. OBLIGATION TO NEGOTIATE IN GOOD FAITH

The Board and Union agree to negotiate in good faith, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

#### F. **NEGOTIATIONS**

The respective negotiating representatives of the Board and the Union shall have the necessary power and authority to make proposals and counterproposals during negotiations and to be able to reach tentative agreements.

#### G. **BULLETIN BOARDS**

The Union shall be provided with bulletin board space in each school. No person except a Union designee shall post or remove material from the bulletin board.

#### H. MAIL FACILITIES

The Union shall have the right to communicate with members of the bargaining unit by means of teacher mailboxes and/or District email, so long as such communication does not interfere with instruction or violate any law.

#### I. USE OF BUILDINGS

The Union shall have the right to use school buildings for Union meetings provided that the building principal is notified twenty-four (24) hours before any such meetings, and that such meetings are during non-school hours and do not interfere with any facet of the school's educational, administrative or extracurricular program.

#### J. SCHOOL PROPERTY

Duly authorized representatives of the Union shall have the right to transact official Union business on school property before or after regular duty hours and during the lunch time of bargaining unit members, provided that this right does not interfere with normal school operations. No Union views on matters relating to School Board-teacher relationships or supervisor-teacher relationships shall be discussed in the presence of students.

#### K. <u>UNION'S RIGHT TO INFORMATION</u>

The Board shall furnish the Union with the following documents and kinds of information at the same time they are furnished to members of the Board of Education:

- 1. unofficial Board minutes; .
- unofficial monthly budget summary;
- 3. the last tentative final budget.

The Board shall also give to the Union, upon request, annual auditor's report; names and addresses of all bargaining unit members; statistical information (not including bargaining unit members' names) pertaining to each bargaining unit member's salary, professional growth status and present insurance coverage as long as data requested shall not cause the central office staff to create new documents.

#### L. RECOGNITION OF THIS AGREEMENT

Each bargaining unit member shall be given a copy of this Agreement which shall become the property of the member. A copy of the Board Policy Manual shall be made available to bargaining unit members in each school office and in the media center of each school.

#### M. RESOLUTION OF QUESTION

The Union and the Board or its designee shall meet within ten (10) days of the request of either party for the purpose of resolving questions concerning the implementation of this Agreement, unless some other date is mutually agreeable.

#### N. PUBLIC MEETINGS

Board members shall discourage citizens from using Board meetings to criticize the competency of individual bargaining unit members.

#### O. RIGHT TO ADDRESS THE BOARD

The Union President or his/her designee shall have the right to address the Board, early in the evening, during regularly scheduled Board meetings.

The GTA Union President shall be added to the list of organizations and individuals who are mailed copies of Board meeting announcements and agenda.

#### P. **DUES DEDUCTION**

The Board, upon the receipt of a written authorization from the employee as provided by the Union and in accordance with the Union guidelines and procedures, 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. The Union shall annually certify the amount of dues to the Board before October 1 by providing a list of each employee who has authorized dues deductions and the IFT approved Payroll Deduction Authorization form (attached hereto as Appendix A).

The Union shall indemnify and hold harmless the Board of Education, 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. This shall include reimbursement and payment to the District of any and all attorney fees, costs or damages incurred by or advanced against the School District arising out of such action.

#### Q. **FAIR SHARE**

The Union shall indemnify and hold harmless the Board of Education, 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 Fair Share provision included in prior collective bargaining agreements between the Board and the Union, or in reliance on any list, notice, certification affidavit or assignment furnished under any of such provisions. This shall include reimbursement and payment to the District of any and all attorney fees, costs or

damages incurred by or advanced against the School District arising out of such action.

#### R. **COPE DEDUCTION**

Prior to October 1 of each school year the Union may submit to the Board a list of bargaining unit members covered by the Agreement who have previously submitted written authorization cards which have not been revoked authorizing the teacher's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE). The list shall be alphabetized, shall list the bargaining unit member's social security number, and shall set forth the aggregate amount to be deducted from all members on the list. The Board, upon the timely receipt of said list, shall deduct the authorized amount from the member's pay as a one-time deduction and remit such deduction to the North Suburban Teachers Union's Committee on Political Education (COPE). The Union accepts all liability with. respect to the accuracy of the listing of members and other required data submitted to the School District.

The authorization cards which shall be maintained by the Union and made available to the Board upon reasonable request, shall be in the following form:

I hereby authorize the Board of	Education to deduct	from my salary	, during the las	t pay
period in October only, the sum	of \$	and to forwar	d that amount t	o the
North Suburban Teachers Unio	on's Committee on	Political Educ	ation (COPE).	This
authorization shall continue in e	fect from year to ye	ar unless revol	ked by me in w	riting
prior to October 1 of any scho	ol year, or upon te	rmination of m	y employment.	This
authorization is voluntarily made	on the specific und	derstanding tha	t the signing o	f this
authorization and the making of	payment to COPE a	re not condition	ns of membersh	nip in
the Union or of employment with	the District.			
	NAME			
	DATE			
	SOCIAL SECURITY	NUMBER		

#### <u>ARTICLE III – MEMBERS' INDIVIDUAL RIGHTS</u>

## A. <u>MEMBERSHIP IN ORGANIZATIONS</u>

Bargaining unit members shall have the right to join or not join professional organizations.

#### B. **INDEMNIFICATION**

The School Board agrees to indemnify teachers against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

## C. **ACADEMIC FREEDOM**

Bargaining unit members shall have the right to choose and use learning materials and other resources and to structure learning activities according to their professional judgment within parameters established by the Board of Education and/or administration.

#### D. MEMBERS' NON-SCHOOL ACTIVITIES

Neither the Board nor the administration shall make regulations that attempt to govern bargaining unit members' non-school activities unless such activities interfere with the ability of the teacher or teachers to appropriately perform assigned duties.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

#### A. **DEFINITION**

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

#### B. **GRIEVANCE PROCESS**

#### **Step 1 - Informal Process**

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the immediately involved supervisor.

#### Step 2 - Supervisor level

If the grievance cannot be resolved informally, the bargaining unit member and/or Union shall present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be filed within twenty (20) days of the occurrence giving rise to the grievance, or within twenty (20) days of the date the grievant should reasonably have known of such occurrence, whichever is later. Within ten (10) 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 3 - Superintendent level

If the grievance is not resolved at Step 2, the bargaining unit member and/or the Union may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step 2 answer. Within ten (10) 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 or designee shall

communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

#### Step 4 - Arbitration

If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to binding arbitration with twenty (20) days after the decision has been provided at the Third Step. The American Arbitration Association shall act as the administrator of the proceedings unless the parties shall agree upon an alternate procedure. 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 arbitrator, in his opinion, shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.. 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. All other expenses shall be borne by the party incurring them.

#### C. TIME LIMITS

- 1. The term "days" as used herein shall mean days on which the District Business Office is open.
- 2. 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.

3. Time limits may be extended by mutual agreement.

#### D. **GENERAL PROVISIONS**

- 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.
- 2. No bargaining unit member shall be required to meet with an Administrator at any stage of the grievance procedure without Union representation.
- 3. The parties may by mutual agreement agree to bypass any step of the grievance procedure.
- 4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- 5. Bargaining unit members shall be free to lodge and persevere in a grievance without interference or penalty.
- 6. 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.

- 7. Bargaining unit members covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation.
- 8. It is agreed that any investigation or other handling or processing of any grievance by the grieving bargaining unit member or Union representatives shall be conducted so as to result in no interference with or interruption of the instructional program and assigned work activities of the teaching staff.

#### **ARTICLE V - MEMBER PERSONNEL FILE**

- A. Only one official personnel file shall be maintained by the Board. One major purpose of this file shall be to provide the bargaining unit member with a single location where he/she can find any and all evaluations, letters, reports, transcripts, memoranda and other documents or materials that exist in the District or that have been attached by administrative personnel relating to the nature and quality of the bargaining unit member's service and professional conduct.
- B. Bargaining unit members shall have access during regular office hours to all materials in his or her official Board file, except those records that are exempt from inspection under the Personnel Records Review Act (820 ILCS 40/10).
- C. Neither a bargaining unit member's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the member; provided, however, such file shall be available to the Board and its agents, appropriate administrators or as may be required by law.
- D. Bargaining unit members shall be allowed one copy without cost and may copy, at their expense, any part of their file, except those records that are exempt from inspection under the Personnel Records Review Act (820 ILCS 40/10).
- E. Upon request, the District shall provide a written receipt for any items so copied.
- F. Bargaining unit members shall have the right to add dissenting or explanatory material to any documents or other pieces of material on file, provided such shall be submitted within twenty (20) school days of the teacher's receipt of the material.

#### **ARTICLE VI- EVALUATION OF TEACHERS**

#### A. **PERFORMANCE EVALUATIONS**

The evaluation of teacher performance is subject to the Illinois School Code. The District evaluation plan shall be developed and maintained in accordance with the Illinois School Code by the District in consultation with the District Evaluation Committee. This Committee, which will comprise of 3 members of the Administration and 3 teachers (at least one from each school) shall meet annually to review the current Teacher Evaluation Plan and may submit any recommended changes to the Board and the Union by the last student attendance day of each school year. The parties agree that to the extent permitted by law all past, present and future substantive aspects of both the Teacher Evaluation Plan and a teacher's individual evaluation (including the evaluator's assessment, judgments and ratings) ARE NOT mandatory subjects of bargaining and are NOT grievable or arbitrable, but the District's development of the substantive aspects of the Teacher Evaluation Plan shall be consistent with its obligations under the *School Code* and the IELRA. However, the parties further agree that all procedural aspects of the evaluation plan ARE mandatory subjects of bargaining and that those procedural aspects of the evaluation plan included in the Agreement ARE both grievable and arbitrable.

#### B. **SUBSTITUTE TEACHERS**

Substitute teachers shall not be required or requested to complete evaluations of the absent teacher's instructional work.

#### C. OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES

Neither the Board nor the administration shall by photographic or other mechanical means monitor or record or listen to classroom proceedings or other activities conducted with students without the teacher's consent.

#### D. **REBUTTAL**

If the teacher feels his/her written observation report (formal or informal) and/or summative 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 document, provided the teacher has submitted such objection to the evaluator within twenty (20) school days of the teacher's receipt of the document. Beginning with the 2013-2014 school year, the District shall maintain an evaluation file for each teacher, which shall include all written observation/evaluation documents and any attached written objections. In addition, a copy of all written summative evaluations and any attached written objections shall be placed in the teacher's personnel file. Documents maintained in a teacher's evaluation file shall be considered a part of the teacher's personnel file, although such documents may be maintained separately.

#### E. **CONSULTING TEACHER**

A consulting teacher shall receive compensation as released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and/or compensation as a stipend which shall be acceptable to the Union and the consulting teacher.

#### **ARTICLE VII - DISCIPLINARY ACTION**

#### A. COMPLAINTS AGAINST MEMBERS

Any complaint or written document regarding a bargaining unit member made to or given to a Board member or administrator by any other person shall be brought to the attention of the member if the complaint or written document is to form the basis of any disciplinary action toward the member, or if the complaint or written document is to be placed in the member's personnel file, in which case, a copy shall be given to the member, and the member shall acknowledge receipt thereof.

#### B. **DISCIPLINARY APPEARANCE**

When an administrator requires a meeting with a bargaining unit member for: (1) an investigatory conference from which the member has a reasonable expectation discipline might result; or (2) the purpose of communicating a recommendation for discipline, the member shall receive an email (or other written communication) informing him/her of the time and location of the meeting and of his/her right to have Union representation present.

When the Board requires a meeting with a bargaining unit member, the member shall be given reasonable advance written notice of such meeting and the nature of the possible disciplinary action. A member shall have the right to be accompanied by a Union representative at any such meeting with the Board. 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.

#### C. <u>DISCIPLINARY PROCEDURE</u>

A bargaining unit member shall not be suspended without pay without just cause.

#### **ARTICLE VIII - WORKING CONDITIONS**

#### A. **CALENDAR**

The Superintendent agrees to confer with the Union concerning the school calendar to be presented to the Board of Education for adoption.

#### B. **FACULTY MEETINGS**

Faculty meetings shall not be scheduled to conflict with the regular monthly Union meetings.

#### C. CLASSROOM ASSIGNMENTS

Teachers shall receive their tentative classroom assignments for the next school year no later than the final day of the previous school year. Assignments may be changed for emergency reasons upon notification to the teacher involved to meet the educational needs of students.

### D. **TEACHING POSITIONS**

The Board agrees to provide written notification of teaching vacancies or teaching positions to those individuals who have on file with the Superintendent a request to be notified of specific vacancies. Such requests must be renewed annually.

#### E. WORK YEAR AND WORK DAY

1. The school year shall provide one hundred seventy-six (176) student attendance days, four (4) full-day institute days and five (5) emergency days. Any emergency days not used for that purpose shall be taken from the school calendar at the end of the year and declared as holidays.

The Board shall also have the option of adding up to three (3) additional attendance days, not to exceed one hundred seventy-nine (179) student attendance days per school year, in each school year during the term of this agreement. Each teacher shall be paid for such days at a per diem rate of

1/180 of his/her annual salary. Such compensation shall be in addition to the teacher's regular salary and shall be paid pursuant to Section G of this Article. The Board shall provide the Union with written notice of its intent to exercise this option at least ten (10) working days prior to adopting the annual school calendar.

2. The Board agrees that it shall not increase the teacher's workday from that generally existing in the 1996/1997 school term. It shall be the responsibility of teachers to attend school functions within their building to ensure representation of the professional staff and supervision of pupils.

#### F. PREPARATION PERIODS

The Board guarantees that it shall give all teachers a minimum of two hundred twenty-five (225) minutes preparation time per week (which shall be prorated for shortened weeks) and at least one preparation period per day during the time children are present. To the extent that teachers are given preparation time above the minimum two hundred and twenty-five (225) minutes, the Superintendent or his/her designee may utilize up to sixty (60) minutes per week of such additional preparation time for professional development or training. The Superintendent or designee shall endeavor to schedule any such activities during common free periods, which may include the period of the workday following student dismissal.

#### G. **METHOD OF SALARY**

The bargaining unit members' first pay day of the year shall be on the last Friday in August. Members shall be paid every other Friday unless there are exceptional conditions prohibiting such payment. Each member, at the beginning of the school year, shall have the option of receiving his/her salary payments on the basis of twenty-one (21) or twenty-six (26) pay periods. A member opting for twenty-six (26) payments may receive the remainder of his/her salary on the last payday in June.

#### H. EMERGENCY SCHOOL CLOSE-DOWN

In the event of an emergency school close-down, the administration shall make every reasonable effort to notify bargaining unit members as soon as possible.

#### I. DUTY-FREE LUNCH

For work days of at least five (5) hours, each bargaining unit member shall be entitled to a duty-free lunch period equal to the regular local school lunch period, but in no event less than thirty (30) minutes.

#### J. STUDENT ILLNESS

Whenever a child is sent home from school due to illness, the administration shall make effort to inform the appropriate teacher, or where applicable, the appropriate homeroom teacher. Any homeroom teacher so informed shall then inform all other teachers who would expect the child's attendance.

#### K. MUTUAL RESPECT

Bargaining unit members and administrators shall exhibit mutual respect for one another, particularly when students are present.

#### L. GRADE CHANGES

Grades given by teachers to students shall not be changed except where a principal initials said change and informs the teacher of the reasons.

#### M. **SUPPORT STAFF BREAKS**

Support staff employees shall be allowed to take one fifteen (15) minute break during the school day, provided the break does not substantially interfere with the operations of the school or District. The break schedule of classroom aides must be approved by the school principal, whose approval shall not be unreasonably withheld, and the classroom aide's teacher prior to taking the break.

# N. **SUPPORT STAFF EVALUATIONS**

Support staff employees shall be evaluated yearly on a Board-approved evaluation instrument. Such instrument shall be disseminated to support staff upon hiring and each year thereafter during the first week of the school year.

# O. **COMPENSATORY TIME**

Compensatory time shall be administered pursuant to Board Policy 5.310, Compensatory Time-Off.

#### **ARTICLE IX - SENIORITY**

#### A. **SENIORITY DEFINED**

#### Teaching Staff

Teacher seniority shall be defined as the length of continuous service as a teacher and/or administrator in this District which, effective July 1, 2016, begins on the employee's first day of actual work as a teacher or administrator in the District.

#### Support Staff Employees

Seniority for support staff employees shall be defined as length of full-time continuous service within the employee's respective category of position. Seniority shall not transfer between categories. Accumulation of seniority shall begin with the support staff employee's first day of actual work in their respective category of position.

# B. **RESOLVING IDENTICAL SENIORITY**

#### Teaching Staff

- If total years of service referred to in Section A are equal between two (2) or more teachers then seniority shall be determined by total service with the District in any capacity.
- If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by the highest degree and hours earned. As an example, a teacher with a BA+24 would have more seniority than a teacher with a BA+10 and less seniority than a teacher with an MA+15.

- 3. If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by the total number of years in public education as a teacher and an administrator.
- 4. If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by lot witnessed by the Union President and the administration.

#### Support Staff Employees

- 1. If two (2) or more support staff employees have equal seniority within the same category of position, then seniority shall be determined by total service with the District in any capacity.
- 2. If total years of service referred to above are equal between two (2) or more support staff employees, then seniority shall be determined by the date the Board took action to hire the support staff employees.
- 3. If total years of service referred to above are still equal between two (2) or more support staff employees, then seniority shall be determined by the drawing of lots.

#### C. CONTINUOUS SERVICE INTERRUPTION

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

#### D. **SENIORITY ACCRUAL**

Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive employment days or more, excluding any job related disability/injury. Employees who are transferred to District positions outside of the bargaining unit other than administration 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.

#### E. SENIORITY LIST

#### **Teaching Staff**

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

#### Support Staff Employees

The Board shall furnish the Union with an annual seniority list by February 1 and such list shall show the names of support staff employees in order of their seniority in the following categories:

- 1. Teaching Assistant
- 2. Health Assistant
- 3. Registered Nurses
- 4. Secretaries
- 5. Business Services Assistants
- 6. Custodians
- Maintenance Workers
- 8. Technology Aides
- 9. Facilitators of Instructional Technology
- 10. Data Specialists

#### F. HONORABLE DISMISSAL OF TEACHERS

If removal or dismissal of a teacher results from a decision of the Board to decrease the number of teachers employed by the Board or from discontinuance of some particular type of teaching service, the District shall follow the procedures prescribed by state law. If the Board has any vacancies within the period from the reduction-in-force to the beginning of the second school term following such reduction-in-force the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in reverse order of reduction-in-force, so far as they are legally qualified to hold such positions. If the number of honorable

dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions, the recall period shall be extended as provided by the Illinois *School Code*.

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 not then employed full-time by a public school district who rejects a tendered full-time position or 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.

#### G. HONORABLE DISMISSAL OF SUPPORT STAFF EMPLOYEES

Honorable dismissals of support staff employees shall be conducted in accordance with Section 10-23.5 of the *School Code*. Recall shall be in inverse order of reduction-in-force. The support staff employee 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 support staff employee during the recall period. Any support staff employee who rejects a tendered full-time position or any support staff employee 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 support staff employee shall retain his/her accrued rights and all accumulated seniority;

however, any period after the honorable dismissal during which the support staff employee did not work shall not be counted towards seniority.

#### **ARTICLE X - TRANSFERS**

#### A. **VOLUNTARY TRANSFERS**

A teacher requesting a transfer in order to fill an existing vacancy shall make his/her request known in writing each year to the building principal and to the Superintendent. Such written requests must include the building, position desired, qualifications, reason and any other information the teacher deems pertinent. Any teacher having properly made such a request for transfer shall be personally interviewed for the vacancy prior to any personal interview of an applicant from outside the District.

#### B. **INVOLUNTARY TRANSFERS**

In the event of an involuntary transfer, the teacher may resign his/her position if after due consideration he/she decides his/her transfer is unacceptable.

#### C. **RETRANSFERS**

In the event that the tentative scheduling for a given school year results in a teacher's transfer from a building or a grade level because of the proposed elimination of his/her present position, he/she shall be reinstated to the position if it is recreated before the beginning of the school term.

#### **ARTICLE XI- LEAVES OF ABSENCE**

#### A. **SICK LEAVE**

Each bargaining unit member shall be entitled to a total of twelve (12) sick leave days with full pay per school year. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family, or birth, adoption or placement for adoption. 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, guardians and partners in a civil union. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, after an absence of three (3) days for personal illness, or thirty (30) days for natural birth/forty (40) days for c-section, or if deemed necessary in other cases.

For the purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability, child-rearing leave. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including parental bonding, court and travel time where necessary.

For paid leave for adoption or placement for adoption, the Board may request evidence that the formal adoption process is underway.

#### B. **PERSONAL LEAVE**

The Board shall permit personal leave with full pay to a maximum of three (3) days per year. Personal Leave means a necessary absence for reasons other than illness. The principal of each school shall be notified at least twenty-four (24) hours prior to any such leave. Reasons for this absence shall remain personal and need not be revealed.

Generally, personal leave may not be taken during the first week or last week of school or contiguous to a school holiday or holidays. Exceptions may be granted by the building principal if the member provides a reason for his/her absence in writing and accepts the principal's judgment as being final.

Personal leave days that are unused at the end of the school year shall be added to the bargaining unit member's accumulated sick days.

#### C. SABBATICAL LEAVE

Instructional personnel who have had seven (7) years' experience in the District may make application for study or travel leave. On recommendation of the Superintendent, and approval of the Board, one-half (1/2) of the applicant's salary may be granted during his absence. The recipient must return to the employ of the District for at least two (2) years following such an absence. Upon return from sabbatical leave, the teacher shall be assigned to an available position for which he or she is qualified.

#### D. **PARENTAL LEAVE**

Parental leave may be granted to tenured teachers without pay. Such leave shall apply to the parents of a newly born or adopted child under conditions contained below:

A teacher shall notify the principal in writing with a copy to the Superintendent when the family pregnancy is confirmed. Said teacher may, in writing, request a leave of absence without pay for the balance of the term, or if the leave is to start after January 1, for the balance of that school term and for not more than one school term. thereafter, provided that the Board, for good cause, may also, at its discretion, grant a leave of absence for not more than one school term thereafter where the leave is to start prior to January 1. Leave of absence may begin when the teacher so desires but not later than when he is unable to perform duties

satisfactorily, or in the case of a female employee, the date of delivery, whichever occurs first. A parental leave of absence shall end at the end of the school term.

A statement from the teacher's doctor may be required to establish the teacher's ability to perform or resume her duties. At the end of a teacher's parental leave, the teacher shall have the right to return to employment in the District for which he/she is certified, subject to contractual and/or statutory employment rights' of seniority relating to reduction in force, and provided he/she has notified the Superintendent or designee in writing prior to February 15 of the year of his/her proposed return that he/she does intend to resume employment at the conclusion of such leave. Teachers may return from parental leave only at the beginning of the school term unless some other date has been requested and approved by the Board.

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 there under, such Act and regulations shall prevail.

It is understood that a non-tenured teacher may be approved for an unpaid leave under the same terms and conditions applicable to a tenured teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

#### E. **LEAVE WITHOUT PAY**

A bargaining unit member may apply for a one year leave of absence without pay, which leave, at the request of the member, may be extended for one additional year. If the leave is granted by Board action, the member shall have the right to

return to employment in the District for which he/she is certified, subject to contractual and/or statutory employment rights of seniority relating to reduction in force, and provided notification of intent to return is submitted in writing to the Superintendent or designee before February 15 of the preceding school year.

#### F. MEMBER ABSENCE

Bargaining unit members shall use AESOP (or any other substitute teacher finding system used by the District) for any absence that does not occur mid-day. In the case of a mid-day absence, the member shall instead notify the building administrator of the absence who will enter such absence into AESOP if necessary. Submission of personal days into AESOP must be in accordance with Article XI.B.

# G. SALARY ADVANCEMENT MATERNITY AND/OR ANY OTHER EXTENDED ABSENCE

Salary increases are conditioned on length of service. A teacher must work a minimum of one hundred and twenty (120) full work days in a school term to receive the full salary increase (as provided in Article XIII) for the following school term. A teacher who works less than one hundred and twenty (120) full work days shall receive a pro-rated portion of the salary increase. [For example, if the full salary increase is 3%, and a teacher works half time, the teacher shall receive a salary increase of 1.5%.]

## H. **BEREAVEMENT LEAVE**

Bargaining unit members shall be entitled to up to three (3) days of bereavement leave per school year, without loss of pay, for the death on an immediate family member as defined by Article XI.A, Sick Leave, above. Unused bereavement leave shall not accumulate.

## I. VOLUNTARY SICK LEAVE TRANSFER

 On a voluntary basis, teachers may contribute a portion of their accumulated sick leave to a teacher or support staff employee who has experienced a personal catastrophic illness or personal injury and has exhausted his/her sick leave accumulation. See Section 2 below for support staff contributions.

This benefit is available to teachers of the School District who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the request.

In no event shall more than thirty (30) sick leave days be donated to any one teacher during the course of the recipient teacher's employment with the District. Teachers who donate sick day(s) understand that these days are lost and cannot be used or recuperated in any way. Any teacher receiving donated days must use the days for the aforementioned purposes; such donated days shall not accumulate in any way.

2. On a voluntary basis, a support staff member may contribute a portion of their accumulated sick leave to a support staff member who has experienced

a personal catastrophic illness or personal injury and has exhausted his/her sick leave accumulation.

This benefit is available to support staff members of the School District who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician's statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the request.

In no event shall more than thirty (30) sick leave days be donated to any one support staff member during the course of the recipient teacher's employment with the District. Support staff members who donate sick day(s) understand that these days are lost and cannot be used or recuperated in any way. Any support staff member receiving donated days must use the days for the aforementioned purposes; such donated days shall not accumulate in any way.

### <u>ARTICLE XII – FRINGE BENEFITS</u>

#### A. **RETIREMENT BENEFIT**

If a teacher age 55 or older (as outlined below) with at least fifteen (15) years of service with the District provides written notice of retirement to the Superintendent during the term of this Agreement as set forth below, the following provisions will be made for the teacher:

1. Any eligible teacher who, on or before October 1 of the year in which his/her retirement benefits are to begin, and by no later than October 1, 2022, submits an irrevocable written notice of his/her intent to resign for the purpose of retirement may elect to receive a one (1); two (2); or three (3) year retirement benefit. Such retirement benefit shall consist of a three and a three-quarters percent (3.75%) increase over the teacher's prior year base salary (not total creditable earnings) and shall be paid to the teacher in payroll installments. This retirement benefit shall be in lieu of any scheduled salary increases for which the teacher may be eligible. In no event shall the teacher receive more than a six percent (6%) increase over the prior year's creditable earnings.

To be eligible for the Retirement Benefit, at the date of actual retirement, the teacher must be at least sixty (60) years old [or be at least fifty-five (55) years old with thirty-five (35) years of creditable service, which may include sick leave if such sick leave is recognized by TRS for service credit] and must be considered by TRS to be eligible to retire without penalty to him/herself or the District

## C. **INSURANCE**

1. Beginning September 1, 2019, the Board shall pay up to:

\$734.22 per month toward the premium for an employee who enrolls in single coverage in the HMO (Health Maintenance Organization) option provided by the Board.

\$945.68 per month toward the premium for an employee who enrolls in single coverage in the PPO (Preferred Provider Organization) option provided by the Board.

In addition to the above specified amounts, to further reduce the monthly contribution required of employees electing family coverage, the Board shall pay a supplement of up to three hundred and twenty-five dollars (\$325.00) per month for employees enrolling in the HMO option and two hundred dollars (\$200.00) per month for employees enrolling in the PPO option. The amount of the monthly premium supplement available to such employees shall be reduced on a pro-rata basis should the number of teachers electing such coverage increase so as to cause the cost of the monthly premium supplements to exceed the following amounts: sixty-two thousand seven hundred eighty-seven dollars (\$62,787.00) in the first year of this Agreement; sixty-five thousand nine hundred twenty-six dollars (\$65,926.00) in the second year of this Agreement; sixty-nine thousand two hundred twenty-three dollars (\$69,223.00) in the third year of this Agreement; and seventy-two thousand six hundred eighty-four dollars (\$72,684.00).

In the event that insurance premiums for single coverage increase beyond the amounts the Board has agreed to pay as set forth above, the Board shall pay 50% of such increase and the employee shall pay the remaining 50% of such increase.

2. 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) per teacher and twenty-five thousand dollars (\$25,000) per

support staff employee. However, the amount of group term life insurance may be reduced for teachers who are 65 and older in accordance with the schedule of benefits established by the group term life insurance carrier.

- For the bargaining unit members who have completed the full calendar year as set by the official school calendar, insurance benefits shall be in force through August 31.
- 4. A District-wide Insurance Committee shall be established with the following participants: two (2) members of the Union, two (2) members of the non-certified staff, the Business Manager, one (1) member of the Board, and the District's insurance broker representative as needed. The Insurance Committee shall meet at least one (1) time annually. The Committee will review and discuss insurance trends and options, consider insurance renewals, and prepare any recommendation for plan design changes to be presented to the Board.
- 5. All of the above shall be agreed to by the Board if not prohibited by the Insurance Carrier.

#### F. **DENTAL PLAN**

Beginning September 1, 2013, the Board shall pay up to eighty dollars (\$80.00) per month toward the premium for a dental insurance plan with a carrier selected by the Union. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force as of July 1, 2013. Bargaining unit members must work a 30-hour work week minimum.

# G. TUITION REIMBURSEMENT

Each year of this Agreement, the District shall make available for the purpose of tuition reimbursement a total amount of \$15,000.00 for District employees. Each year, during the spring semester, the Superintendent shall communicate to District employees the classes and programs that support the needs of the District's instructional programs, as determined by the Board and Superintendent. Any District employee seeking to utilize tuition reimbursement must submit an approval to the Superintendent at least thirty (30) days prior to the commencement of the course or program. The Superintendent shall retain sole discretion to approve tuition reimbursement in consideration of the District's instructional needs.

District employees approved for tuition reimbursement may seek reimbursement for up to \$350.00 per credit for the first three (3) credit hours, up to \$200.00 per credit for any additional hours, up to a maximum reimbursement of \$2,000.00 per school year. In the event that the number of District employees approved for tuition reimbursement exceeds the total reimbursement pool of \$15,000.00, the District shall pro-rate the per credit amounts to ensure that all approved District employees receive a portion of the tuition reimbursement. All tuition reimbursement shall be paid to the approved District employees on the last regularly scheduled pay date.

Any District employee approved for tuition reimbursement and who subsequently leaves the District shall be required to pay back the tuition reimbursement as follows: (i) if the employee leaves within twelve (12) months of receiving reimbursement, the employee must pay back 100% of the reimbursement; (ii) if the employee leaves past twelve (12) months, but before twenty-four (24) months, the employee must pay back 50% of the reimbursement; and (iii) if the employee leaves past twenty-four (24) months, but before thirty-six (36) months, the employee must pay back 25% of the reimbursement. The District is authorized to deduct such amounts from the employee's final paycheck. Employees shall

execute a promissory agreement upon submitting such reimbursement agreeing to the provisions contained herein.

# H. <u>SECTION 125 PLAN</u>

The Board shall maintain a salary reduction plan (the Plan) that complies with Section 125 of the Internal Revenue Code. A bargaining unit member may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified by a salary reduction in an amount equal to the total amount elected. Any contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan shall also be deducted from the salary of teachers electing to participate in the Plan.

Prior to the beginning day of the Plan Year, in accordance with Section 125 and the Plan, each participating bargaining unit member shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. The employee's share of the cost of group medical and/or dental insurance premiums.
- b. Reimbursement, in an amount not to exceed five thousand dollars (\$5,000) or such lesser amount as may be permitted by law, for the amount of the deductibles on the group health insurance plan and for any other unreimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to five thousand dollars (\$5,000.00), or up to two thousand five hundred dollars (\$2,500.00) if the participant is married and filing a separate return.
- d. Employee paid premiums for group term life insurance as allowed by the Internal Revenue Code.

### **ARTICLE XIII- COMPENSATION**

## A. **SALARY**

Teachers who are returning employees to the District shall receive a 3% increase over their prior year's base salary in 2019-2020, a 3% increase over their previous year's base salary in 2020-2021, a 3% increase over their previous year's base salary in 2021-2022, and a 2.75% increase over their previous year's base salary in 2022-2023, which includes scheduled salary, longevity, base adjustments, and bonuses, in each year of this Agreement, less than full-time proration appearing elsewhere in this Agreement.

Support staff employees who are returning employees to the District shall receive a \$1.25 increase over their prior year's hourly rate in 2019-2020, and a 3% increase over their previous hourly rate in 2020-2021, 2021-2022, and 2022-2023.

# B. **NEW HIRES**

Teachers newly hired for the 2019-2020 and 2020-2021 school years shall be paid a salary consistent with the 2018-2019 Teacher New Hire Placement Matrix set forth in Appendix B of this Agreement for the teacher's first year of employment. Teachers newly hired for the 2021-2022 and 2022-2023 school years shall receive a 1% increase over the previous year's New Hire Placement Matrix amount. The Board has the discretion to credit newly-employed teachers for their prior teaching experience and level of education on the New Hire Placement Matrix.

PLEASE NOTE THAT NO TEACHER WITHIN FOUR YEARS OF FIRST BECOMING ELIGIBLE TO RETIRE UNDER TRS (TO BE DETERMINED ON AN INDIVIDUAL BASIS) SHALL BE PERMITTED TO RECEIVE AN INCREASE IN CREDITABLE EARNINGS GREATER THAN 6% OF THE TEACHER'S PRIOR YEAR'S CREDITABLE EARNINGS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

Support staff employees newly hired will receive a fifty (50) cent increase to the current starting hourly rate for support staff employees as shown on the Support Staff New Hire Matrix set forth in Appendix C. An experience factor for new hires may be added at the discretion of the Superintendent and the Board of Education, provided no new employee is placed at a wage rate above a current employee with like experience and years.

# C. PAY FOR ADVANCED EDUCATION (PAE)

1. Beginning with the 2016-2017 school year, teachers not already credited with past lane advancement may submit credits to receive a 4% pay increase in base salary in addition to the annual salary increase specified above in Article XIII.A, for earning the following advanced education above the BA level:

BA	(Lane I)
BA+16	(Lane II)
MA	(Lane III)
MA+12	(Lane IV)
MA+24	(Lane V)

A teacher may qualify for no more than one (1) PAE increase for earning advanced education annually. [For example, a teacher at BA+16 and having earning a MA+12 at the start of the 2016-2017 school year shall be entitled to 4% PAE increase for the 2016-17 school year and another 4% PAE increase for the 2017-2018 school year, in addition to the annual salary increase specified in Article XIII.A.]

Written notification of earned credits must be filed with the Superintendent or his/her designee by August 1 in order to qualify for the PAE pay increase for the coming school term. For the 2019-2020 school year only, written notification will be considered timely if submitted by no later thirty (30) days following ratification of this Agreement. For the purpose of such notification, official grade reports will be accepted in lieu of transcripts. Official transcripts certifying those earned credits must be filed with the Superintendent or his/her designee no later than October 15th.

3. Prior to May 1 of each year, teachers shall provide the Business Office with written notification of the approximate number of credit hours they anticipate earning between May 1 and August 1. Teachers shall have the right to alter or revise such plans as circumstances dictate and shall notify the Business Office of such changes when made.

# D. MAINTENANCE PREMIUM RATE

Any custodian assigned maintenance duties by the Superintendent and/or the Board of Education shall receive a \$2.00/hour premium in addition to his or her regular hourly rate (above the rate but not inclusive) for performing various maintenance duties in addition to the custodian's regular duties. The custodian shall receive the maintenance premium rate as long as assigned such maintenance duties for the District. The District reserves the right to hire maintenance employee(s) in addition to or in lieu of this arrangement. In the event the District were to remove such duties from the custodian, the above-mentioned premium rate for such custodian shall be discontinued.

# E. STIPEND FOR NATIONAL BOARD/MASTER TEACHING CERTIFICATE

Teachers who have earned certification by the National Board of Professional Teaching Standards and/or who possess an Illinois Master Teaching Certificate shall receive an annual stipend of \$500 per year.

## F. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION

During the term of this Agreement the Board shall pick up and pay to the Illinois Teachers' Retirement System (TRS), on behalf of each teacher, the required TRS employee contribution of the teacher's creditable earnings. Said pick-up and payment shall be for the purpose of the Board's assuming each teacher's required contribution to the TRS. The Board's pick-up and payment to the TRS is included in

the teacher's salary. Such amounts shall represent the combination of all regular salary benefits payable to each teacher and amounts picked-up and paid to the TRS by the Board. The Board shall not be required by this Section or otherwise to pick up and pay any additional amount to the TRS. It is understood that the TRS required employee contribution <u>pick-up payment</u> shall be drawn from each teacher's salary funds. This <u>pickup payment</u> is in no way to be interpreted as a salary payment in addition to the salary scheduled for that teacher for a given year.

It is hereby agreed that the Union shall hold the Board harmless and indemnify the Board against all liability, loss and expense of whatever the nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teachers' Retirement System. It is further agreed that the Board may, at its sole discretion, deduct from each teacher's paychecks on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect reporting thereof, arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teachers' Retirement System.

#### G. **SUPPORT STAFF LONGEVITY**

Support staff employees with fifteen (15) or more years of service in the District shall receive an annualized longevity bonus of twenty-five (25) cents per hour.

## ARTICLE XIV - EXTRA DUTY PAY

All clubs are at Golf Middle School unless otherwise indicated.

## A. **STIPEND AMOUNTS**

All extra-duty stipend amounts shall be increased by three percent (3%) annually during the term of this Agreement from the stipend amount established for the 2018-2019 school year. The stipend amounts set forth in the schedules below reflect the 3% increases as provided in this paragraph. The Board shall determine whether to offer an extra-duty in its sole discretion. Additionally, it is recognized between the Parties that, by mutual written agreement, an extra-duty stipend amount may be adjusted to reflect a change in the scope of responsibilities of the extra-duty position. If either Party shall seek an adjustment in the amount of an extra-duty stipend, the other Party shall agree to meet and discuss the proposed adjustment. The Party seeking the proposed adjustment shall be responsible providing any rationale/data/documentation/etc. in support of its proposed adjustment.

When an extra-duty position is performed by two (2) individuals or more, the corresponding stipend shall be divided equally among the employees.

Teachers at Hynes Elementary School who perform extra duties from 3:00-3:30 shall be allowed to include that half hour in their time when they submit their timesheet for extra-duty pay.

Curriculum Rate: The curriculum rate, which was \$25/hour in the 2018-2019 school year, shall be increased by \$1.50/hour each year of this Agreement. The curriculum rate will be used to compensate teachers for professional development required in writing by the District that occurs outside the teachers' regular workday.

# **EXTRA-CURRICULAR STIPEND SCHEDULE**

All clubs are at Golf Middle School unless otherwise indicated New clubs may be added upon principal approval

Sports and Clubs	Time Requirement	2019- 2020	2020- 2021	2021- 2022	2022- 2023
SPORTS					
Basketball B-V	12 Games	\$2,657	\$2,737	\$2,819	\$2,904
Basketball B-JV	12 Games	\$2,657	\$2,737	\$2,819	\$2,904
Basketball G-V	12 Games	\$2,657	\$2,737	\$2,819	\$2,904
Basketball G-JV	12 Games	\$2,657	\$2,737	\$2,819	\$2,904
Cheerleading	12 Games	\$2,657	\$2,737	\$2,819	\$2,903
Soccer B-V	12 Games	\$1,775	\$1,828	\$1,883	\$1,939
Soccer B-JV	12 Games	\$1,775	\$1,828	\$1,883	\$1,939
Soccer G-V	12 Games	\$1,775	\$1,828	\$1,883	\$1,939
Soccer G-JV	12 Games	\$1,775	\$1,828	\$1,883	\$1,939
Track Boys	(per event)	\$158	\$162	\$167	\$172
Track Girls	(per event)	\$158	\$162	\$167	\$172
Volleyball B-V	8 Weeks	\$1,518	\$1,564	\$1,611	\$1,659
Volleyball B-JV	8 Weeks	\$1,518	\$1,564	\$1,611	\$1,659
Volleyball G-V	8 Weeks	\$1,518	\$1,564	\$1,611	\$1,659
Volleyball G-JV	8 Weeks	\$1,518	\$1,564	\$1,611	\$1,659
Wrestling	10 meets	\$2,215	\$2,281	\$2,349	\$2,420
Intramurals Boys (Golf)	88 hours	\$2,321	\$2,390	\$2,462	\$2,536
Intramurals Girls(Golf)	88 hours	\$2,321	\$2,390	\$2,462	\$2,536
Intramurals - Hynes	36 Hours	\$949	\$977	\$1,006	\$1,037
Athletic Supervision	(Per Event)	\$53	\$54	\$56	\$57
<u>CLUBS</u>	Time Requirement	2019- 2020	2020- 2021	2021- 2022	2022- 2023
Art Club	36 hours	\$949	\$977	\$1,006	\$1,037
Board Games	36 hours	\$949	\$977	\$1,006	\$1,037
History and Films	36 Hours	\$949	\$977	\$1,006	\$1,037
Math Team	36 Hours	\$949	\$977	\$1,006	\$1,037
Robotics Team (GMS)	54 Hours	\$1,424	\$1,466	\$1,509	\$1,556
Volunteer Service Club	36 Hours	\$949	\$977	\$1,006	\$1,037
Yoga	36 Hours	\$949	\$977	\$1,006	\$1,037

After School Gym	36 Hours	\$949	\$977	\$1,006	\$1,037
3rd Grade Robotics Club	36 Hours	\$949	\$977	\$1,006	\$1,037
3rd Grade World Travelers	36 Hours	\$949	\$977	\$1,006	\$1,037
4th Grade Robotics Team	36 Hours	\$949	\$977	\$1,006	\$1,037
ACTIVITY SPONSORS	Time Requirement	2019- 2020	2020- 2021	2021- 2022	2022- 2023
Band Rehearsal (Golf & Hynes)	School Year	\$3,363	\$3,464	\$3,568	\$3,675
Battle of the Books (5/6)	36 Hours	\$949	\$977	\$1,006	\$1,037
Battle of the Books 7/8)	36 Hours	\$949	\$977	\$1,006	\$1,037
Chorus (Golf & Hynes)	School Year	\$3,363	\$3,464	\$3,568	\$3,675
Yearbook	52 Pages	\$2,206	\$2,272	\$2,341	\$2,411
Noontime Recess Supervision	(Per Hour)	\$20.63	\$21.25	\$21.89	\$22.54
Homework Assistance	(Per Hour)	\$30.61	\$31.53	\$32.48	\$33.45

<sup>\*\*</sup> Stipend Notes:

## **VOLLEYBALL COACHING STIPEND**

Each of the Golf Volleyball Coaching stipends reflects compensation for practice and games consisting of a five-week season. The stipend for coaching varsity and junior varsity volleyball will be increased proportionally in years when the season is extended beyond the five-week season. .

#### JUNIOR VARSITY BASKETBALL STIPEND

The Varsity basketball coaching stipend reflects compensation for practice and a schedule of ten (10) interscholastic games. The stipend for Junior Varsity Basketball will be the same as that of Varsity in any year when the Junior Varsity team plays ten (10) games.

#### YEARBOOK SPONSOR STIPEND

The yearbook sponsor stipend reflects compensation for a fifty-two page yearbook. The stipend will be increased proportionally in years when the yearbook goes beyond the fifty-two page booklet.

#### **GRADUATION VIDEO STIPEND**

The graduation video stipend reflects compensation for the capture and editing of 8th grade graduation. The stipend shall be \$600.00 per year for the completion of the 8th grade graduation video.

# B. **OVERNIGHT SUPERVISION OF STUDENTS**

Any teacher who is assigned to and performs overnight supervision of students for the Outdoor Education Program or for the field trip to Springfield shall be granted one (1) work day of release time that must be used during the school year in which the overnight supervision is performed.

# **ARTICLE XV – DURATION**

This Agreement shall become effective following ratification by the Board and Union on the effective date below and shall continue in effect until the day prior to the 2023-2024 school term.

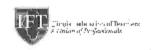
The parties acknowledge that this Agreement shall be signed in duplicate, with an original signed copy to be kept in the possession of both the District and the Union. The original signed copies shall be considered the Official Copy of the Agreement. In the event of any discrepancies between the Official Copy and other duplicate copies, the Official Copy shall prevail.

This Agreement is signed and adopted this _	day of, 2019.
IN WITNESS THEREOF:	
For the GOLF TEACHERS AND SUPPORT STAFF UNION, Local 1274, IFT/AFT, AFL-CIO	For the BOARD OF EDUCATION, DISTRICT NO. 67 Cook County, IL
President	President
	Secretary

# **APPENDIX A**

# **DUES DEDUCTION FORMS**





IF.LRB

# ILLINOIS FEDERATION OF TEACHERS—AMERICAN FEDERATION OF TEACHERS/AFL-CIO

	MEMBERSHIP DATA	BASE INFORMATION	
Name			
Ac dress			
City		State	Zip
Cel. Phone	Home Phone	Wor	x Phone
Fmail (non-employer)			
Birth Date	Cate of Hire	Last 4	Dig/ts of SSN
Worksite		Job 1 Itie	
Local Union Kumber	total/Council Name		
Bylaws authorize the Unio other terms and conditions (IST) and my Local Union, in-	n to act as my exclusive repre of employment with my Emplo d'uding any other Local Union	sentative in collective oyer. My membership which is my exclusive	s to ablde by its Consultation and aborgaining over wages, bours, and by in the ill inois Federation of Teachers aborgaining representative and is writing that i intend to resign.
S:gnature			date
per <u>year</u> for the North Subu shall continue in effect from prior to September 2 or upo COPE are not dedad. Tale as	rban Teachers Union Committ i year to year unless terminate in termination of my employin	tee on Political Educa ed by the by written r nem in the District. T	40,00 \$50,00 Other Amount \$
my pay each pay period, reg	gardless of whether I am or re to remit such ձանագուհյուցունի	main a member of th	d direct my Employer to deduct from le Union, an amount equal to dues erstand that's gning this cord is not a
remain a member of the Un renew from year to year un	tion, for a period of one year t	from the date of auth in by sending written	wocable, regardless of whether I am or lorization and shall automatically natice to the Union by the United
	o the Union are not deductible Seductible as ordinary and no		ons for federal income tax purposes. onses.
and its affiliates may use a.	tomated calling technologies scribe from these messages. T	and/or text message	umber, I understand that the Union ime on my cell phone on a periodic charge for text message alerts; carrier
Sign yture			Date

# **APPENDIX B**

# GOLF SCHOOL DISTRICT #67 TEACHER NEW HIRE PLACEMENT MATRIX

# 2019-2020 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	48,172	50,099	52,103	54,187	56,355	1
2	49,136	51,101	53,145	55,271	57,482	2
3	50,118	52,123	54,208	56,376	58,631	3
4	51,121	53,166	55,292	57,504	59,804	4
5	52,143	54,229	56,398	58,654	61,000	5
6	53,186	55,313	57,526	59,827	62,220	6
7	54,250	56,420	58,676	61,024	63,464	7
8	55,335	57,548	59,850	62,244	64,734	8
9	56,441	58,699	61,047	63,489	66,028	9
10	57,570	59,873	62,268	64,759	67,349	10

# 2020-2021 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	48,172	50,099	52,103	54,187	56,355	1
2	49,136	51,101	53,145	55,271	57,482	2
3	50,118	52,123	54,208	56,376	58,631	3
4	51,121	53,166	55,292	57,504	59,804	4
5	52,143	54,229	56,398	58,654	61,000	5
6	53,186	55,313	57,526	59,827	62,220	6
7	54,250	56,420	58,676	61,024	63,464	7
8	55,335	57,548	59,850	62,244	64,734	8
9	56,441	58,699	61,047	63,489	66,028	9
10	57,570	59,873	62,268	64,759	67,349	10

# 2021-2022 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	48,654	50,600	52,624	54,729	56,919	1
2	49,627	51,612	53,676	55,824	58,057	2
3	50,619	52,644	54,750	56,940	59,217	3
4	51,632	53,698	55,845	58,079	60,402	4
5	52,664	54,771	56,962	59,241	61,610	5
6	53,718	55,866	58,101	60,425	62,842	6
7	54,793	56,984	59,263	61,634	64,099	7
8	55,888	58,123	60,449	62,866	65,381	8
9	57,005	59,286	61,657	64,124	66,688	9
10	58,146	60,472	62,891	65,407	68,022	10

2022-2023 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	49,140	51,106	53,150	55,276	57,488	1
2	50,124	52,128	54,213	56,382	58,637	2
3	51,125	53,171	55,298	57,509	59,809	3
4	52,149	54,235	56,403	58,660	61,006	4
5	53,191	55,319	57,532	59,833	62,226	5
6	54,255	56,425	58,682	61,030	63,471	6
7	55,340	57,554	59,855	62,251	64,740	7
8	56,447	58,705	61,053	63,495	66,035	8
9	57,575	59,879	62,274	64,765	67,355	9
10	58,727	61,076	63,520	66,061	68,703	10

# **APPENDIX C**

# GOLF SCHOOL DISTRICT #67 CLASSIFIED NEW HIRE PLACEMENT MATRIX

POSITION	STARTING HOURLY RATE
Aides – Classroom/SPED	\$15.00
Aide – Health	\$20.50
Aide – Media Center	\$15.00
Business Office Assistant/Accounts Payable	\$20.50
Custodian	\$15.50
Maintenance	\$19.50
Night Supervisor	\$17.50
Data Specialist	\$21.50
Facilitator of Instructional Technology	\$27.50
Nurse	\$30.50
School Secretary	\$18.50
Technology Assistant	\$15.50

## APPENDIX D

# LETTERS AND MEMORANDA OF UNDERSTANDING, SIDE AGREEMENTS, ETC.

# LETTER OF UNDERSTANDING BETWEEN THE GOLF TEACHERS AND SUPPORT STAFF UNION AND GOLF SCHOOL DISTRICT 67

#### Rtl Period

The parties acknowledge that the current Rtl Period that teacher's may be assigned to perform at Golf Middle School is an outgrowth of the 30-Minute "Exploratory" Period. Teachers assigned to an Rtl Period receive the "advisory" stipend of \$2,831 in 2019-2020, \$2,916 in 2020-2021, \$3,004 in 2021-2022, and \$3,094 in 2022-2023 in exchange for the loss of a prep period. The parties agree that the Administration may set an expectation for quality instructional programming for any teacher who receives the stipend. The parties further agree that the Administration may review options for reducing the number of Rtl Periods and/or to eliminate the need for a separate stipend by returning the prep time to the teacher(s).

# MEMORANDUM OF UNDERSTANDING BETWEEN THE GOLF TEACHERS AND SUPPORT STAFF UNION AND THE BOARD OF EDUCATION OF GOLF SCHOOL DISTRICT 67

# **PART-TIME TEACHERS**

Method Applied
Teachers who are scheduled to work at least 80% in a year shall receive the salary increase as provided under Article XIII of the Agreement. Teachers who are scheduled to work less than 80% in a year shall receive a pro-rated portion of the salary increase until at least 80% is worked in the course of two or more years
With respect to a mid-year increase in hours, a minimum of a two-week notice of an increase in work day or work week schedule may be given to the part-time employee except in cases of an emergency. However, the administration will attempt to work with the employee to start any increase in a manner which will not leave the employee's family in a bind. The second sentence of this Section shall not be subject to the grievance procedure.
If the Board decides to increase a part-time position to a greater part-time position or full-time position in the following school year, and the part-time position is held by a tenured or non-tenured part-time employee who does not desire an increased schedule, the teacher has the option of either accepting the new position or resigning from employment.
An employee scheduled to work at least 80% shall be considered full time with respect to medical, dental and retirement benefits. There are no insurance or other benefits for employees scheduled to work less than 80%.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE GOLF TEACHERS' ASSOCIATION AND THE BOARD OF EDUCATION OF GOLF SCHOOL DISTRICT NO. 67

#### **Curriculum Rate**

The Board of Education of Golf School District No. 67 ("Board") and the Golf Teachers' Association ("Union") are parties to the 2019-2023 Collective Bargaining Agreement ("Agreement"). Article XIV, Section A of the Agreement provides, "The curriculum rate, which was \$25/hour in the 2018-2019 school year, shall be increased by \$1.50/hour each year of this Agreement. The curriculum rate will be used to compensate teachers for professional development required in writing by the District that occurs outside the teachers' regular workday."

The parties desire and have agreed that, pursuant to past practice, with respect to certified part-time teachers during the regular school year between the first day of student attendance and the final day of student attendance, that the certified part-time teacher shall be paid his or her per diem rate for professional development required by the District that occurs outside of the certified part-time teacher's regular workday. For any professional development required by the District outside of the regular school year, the certified part-time teacher shall be paid in accordance with the curriculum rate.

This Memorandum of Understanding is subject to the terms of the Agreement, including, but not limited to, the grievance procedure.

For the Board:	For the Union:
Board of Education of Golf School District No. 67	Golf Teachers' Association
By:	By:
Its:	Its:
Date:	Date:
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