

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION,
SCHOOL DISTRICT #72

AND THE

FAIRVIEW TEACHERS' ASSOCIATION
LOCAL 1274, IFT/AFT, AFL-CIO

2018-2019
through
2021-2022

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ARTICLE I - RECOGNITION OF THE UNION

1.1 **RECOGNITION**
 The Board of Education of School District No. 72, Cook County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Fairview Teachers' Association, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all full-time and part-time licensed employees excluding supervisors, administrators, substitute teachers and teacher aides.

1.2 **DEFINITION OF TEACHER**
 The term "teacher" as used in this Agreement shall refer to all licensed employees included in the bargaining unit as defined in Section 1.1.

ARTICLE II - TEACHERS' INDIVIDUAL RIGHTS

2.1 **NON-DISCRIMINATION**
 Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, shall discriminate against any person in violation of federal or Illinois law.

2.2 **FREEDOM TO JOIN OR NOT TO JOIN ORGANIZATIONS**
 Teachers and applicants shall not be encouraged to join or be discouraged from joining any organization representing teachers by supervisors, administrators or other representatives of the Board. Teachers shall be free to join or not to join any organization representing teachers without interference or penalty.

2.3 **ACADEMIC FREEDOM**
 Teachers shall have the right to use learning materials and other resources and to structure learning activities according to their professional judgment, recognizing their responsibility to intellectual integrity and scholarly objectivity, and according to objectives established through the regular curriculum development procedures, provided that: (1) teachers are factual, objective and respect the professional nature of their responsibilities, and (2) the Board, or its designee, shall approve any matter introduced into teaching which the Board finds may be controversial or contrary to the policies of the Board.

2.4 **STUDENT DISCIPLINE**

Teachers shall discipline students in accordance with, and subject to, the Board's written policy, and the Board and administration shall support the teacher in the implementation of such policy.

2.5 **NON-SCHOOL ACTIVITIES**

The Board shall not govern legal non-school activities of a teacher unless the Board finds such activities may be controversial or contrary to policies of the Board or have an adverse effect on the discharge of the teacher's duties and responsibilities, provided, however, teachers may be active in such non-school activities in behalf of the Union so long as such activities do not violate the law or this Agreement.

2.6 **MUTUAL COURTESY CLAUSE**

Administrators and teachers shall treat each other with respect and shall make reasonable efforts to avoid criticizing each other in the presence of students.

2.7 **COPY OF AGREEMENT**

The Board shall finalize and post on the District's website a copy of the updated Agreement within two (2) weeks after the ratification of this Agreement by the Board and the Union.

ARTICLE III - TEACHER EVALUATION

3.1 **TEACHER EVALUATION COMMITTEE**

A teacher evaluation committee, one-half (1/2) of which shall be teachers selected by the Union and one-half (1/2) appointed by the Superintendent, may meet from time to time to review the formal evaluation instrument(s) and procedures utilized by the District. If changes are recommended by this committee, both the Board and the Union shall approve such changes.

3.2 **EVALUATION GUIDELINES**

- A. 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."
- B. At the start of each school year, the Superintendent or designee shall inform teachers of the evaluation procedures, criteria, standards and formal evaluation instrument to

3.3 **FREQUENCY OF EVALUATIONS**

be used and shall designate the evaluator(s) who shall formally evaluate their performance. Teachers hired after the beginning of the school year shall be given the information described above within four (4) weeks of their date of hire.

- A. Non-tenured teachers shall be formally observed at least twice each school term and evaluated annually during their probationary years.

- B. Tenured teachers shall be formally evaluated at least once biennially. All formal evaluations shall be preceded by at least one formal observation and at least one informal observation.

3.4 **BASIS OF EVALUATION**

Teacher performance shall be evaluated in the classroom and in other professional responsibilities which have been identified as such in the teacher evaluation plan.

3.5 **ADVANCE NOTICE OF OBSERVATIONS**

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. Tenured teachers shall be given at least one (1) day's notice by the evaluator before the first formal observation each year. Non-tenured teachers shall be given at least one (1) day's notice by the evaluator before the first two (2) formal observations each year. This provision does not prohibit additional, unannounced observations of teachers.

3.6 **OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES**

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

3.7 **CLASSROOM OBSERVATIONS**

Formal announced classroom observations shall consist of observation of a teacher for a minimum of 45 minutes, or for a complete lesson, or for an entire class. Formal observations of teachers shall not be conducted without the consent of the teacher on the last day before a vacation period lasting five (5) days or more or on the first day following a vacation period of four (4) days or more.

3.8 FORMAL OBSERVATION AND EVALUATION CONFERENCES

Following each formal observation, the evaluator shall complete a written summary of the observation. Written feedback will be provided to the teacher for any informal observation that may be used in determining a teacher's performance summative rating. Within ten (10) school days of the visitation, the evaluator shall hold a conference with the teacher and provide him/her with a copy of the observation summary report. When a teacher is to be evaluated, the evaluator shall hold a conference with the teacher and provide him/her with a copy of the written evaluation. Both the evaluator and the teacher shall sign all copies of the formal observation reports and the written evaluation.

The signature of the teacher shall not necessarily indicate agreement with the observation summary report or the written evaluation, but, rather, shall indicate that a conference has been held and that the teacher is in receipt of a copy of the observation summary report or the written evaluation.

3.9 EVALUATION REBUTTAL

If the teacher feels his/her written evaluation or observation summary report is incomplete, inaccurate or unjust, the teacher has thirty (30) calendar days from receipt of the evaluator's written summary to submit his or her written rebuttal or objection to the evaluator. 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 or observation summary report.

3.10 PERSONNEL FILE COPY

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

3.11 NON-TENURED TEACHERS

Evaluation conferences for non-tenured teachers shall be held at least five (5) working days prior to any Board action to retain, dismiss or grant tenure to such teachers. During the conference, the evaluator shall inform the teacher of his/her recommendation concerning his/her continued employment in the District.

3.12 EVALUATION RATING

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

3.13 PROFESSIONAL DEVELOPMENT PLAN

Within thirty (30) school days after completion of an evaluation rating of a tenured teacher as "Needs Improvement," the District will develop a Professional Development Plan (PDP). The District will develop the PDP in consultation with the teacher and will take into account the teacher's on-going professional responsibilities including his/her teaching assignments. The PDP will be directed to the area(s) that need improvement and will identify and specify any support(s) the District will provide to address the area(s) identified as needing improvement.

3.14 REMEDIATION PLAN

A. Any tenured teacher who receives an overall evaluation composite rating of unsatisfactory shall be placed upon remediation status. Within thirty (30) school 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, but are not limited to, the teacher, a qualified evaluator, and a consulting teacher. A dated and signed copy of the written remediation plan shall be provided to all participants in the remediation process.

B. The remediation plan shall provide for a remediation period of ninety (90) school days. During the ninety (90) school day remediation period, the teacher shall receive a midpoint and final evaluation with ratings. While the consulting teacher shall participate in the development of the remediation plan and shall provide advice 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.

3.15 CONSULTING TEACHER

- A. A teacher shall be eligible to work as a consulting teacher, provided the teacher meets the following criteria:
 - 1. Has a minimum of five (5) years experience in teaching.
 - 2. Has knowledge relevant to the assignment of the teacher under remediation.
 - 3. Has received an "excellent" on his/her most recent evaluation.
- B. When a consulting teacher is needed for a teacher on remediation, the Board shall provide the Union with a list of all qualified teachers who are eligible to serve as a consulting teacher. The Union may 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 teacher from the roster submitted by the Union. If the Union fails to submit a roster within ten (10) school days of its receipt of a request for such roster or within ten (10) school days of its receipt of the list of qualified teachers who are eligible to serve as a consulting teacher, whichever is later, then the administration may select the consulting teacher. Any teacher may decline to serve as a consulting teacher.
- C. A consulting teacher shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duties as a consulting teacher and shall be paid an annual stipend of six and one-half percent (5-1/2%) of step 1 on the BA Lane.
- D. The consulting teacher may be required by the Board or Union to participate in any dismissal hearing, but shall not be compelled to testify either as to the rating process or for opinions of the performance of the teacher under remediation. The Board shall hold harmless consulting teachers from any liability arising from the performance of their duties as consulting teachers.

ARTICLE IV - DISCIPLINARY ACTION

4.1 COMPLAINANTS AGAINST TEACHERS

Any substantive complaint regarding a teacher made to a Board member or an administrator by a parent, student or teacher shall be called to the attention of the teacher through proper channels. The complaining party shall be permitted to express his/her complaint and then asked to discuss the matter with the teacher concerned with the intention of resolving any differences before any action is taken. Upon the request of the teacher or within the discretion of the administration, the disposition of each conference between the teacher and the complainant shall be reported to the administrator concerned.

4.2 DISCIPLINARY APPEARANCE

A teacher shall have the right to be accompanied by a Union representative at any meeting with the Board or an administrator which may lead to formal disciplinary action (i.e., letter of reprimand, suspension, termination, etc.). The affected teacher shall be given reasonable advance written notice of such meeting and the nature of the possible disciplinary action. If the teacher has not been assisted by the Union, the Union President shall be given notice of any disciplinary action taken or recommended within a reasonable time following such meeting.

4.3 DISCIPLINARY PROCEDURE

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

ARTICLE V - TEACHER PERSONNEL FILES

5.1 PERSONNEL FILES

The Board shall maintain official personnel files which contain all data initiated by the District relating to the nature and quality of a teacher's service and professional conduct.

5.2 RIGHT OF ACCESS

Upon request, a teacher may review his/her personnel files, except for confidential documents (such as credentials and school or job references), within twenty-four (24) hours of such request.

5.3 RIGHT OF PRIVACY

Neither a teacher's files nor any of its contents shall be copied or otherwise made known to other persons without the teacher's permission either during or after his/her service in the School District; provided, however, that such file shall be available to the Board, the administration or its agents or in connection with any legal process, such as arbitration, or a court or administrative agency proceeding.

5.4 RIGHT OF COPY

Every teacher shall be given a copy of any document added to his/her personnel files which is relevant to the teacher's performance, character or personality. The copy shall be given to the teacher within forty-eight (48) hours after it has been inserted in the personnel file. If his/her request is reasonable as to the amount of reproduction, a teacher may reproduce any items in his/her personnel files which are not confidential.

5.5 RIGHT OF ATTACHMENT

Every teacher shall have the right to add any material to his/her personnel files pertinent to him/her and to attach dissenting or explanatory material to any documents or other piece of material on file.

5.6

REMOVAL OF MATERIAL FROM THE FILES

No person shall remove any material from a teacher's personnel files without the mutual consent of the teacher and the Superintendent or designee.

ARTICLE VI - EDUCATIONAL POLICY DEVELOPMENT COMMITTEE

6.1

COMMITTEE MEMBERS

A District-wide Committee shall be established consisting of two (2) teachers appointed by the Union and two (2) administrators.

6.2

COMMITTEE MEETINGS

The Committee shall schedule monthly meetings (or less frequently as the Committee agrees) outside of pupil attendance hours at the convenience of the Committee.

6.3

COMMITTEE DISCUSSIONS

The Committee shall discuss without limitation any matter concerning major educational policies and developments or other major problems or subjects of mutual concern to the District, provided individual grievances shall not be discussed and there shall be no collective bargaining to change this Agreement during the term of this Agreement. The Committee shall solicit suggestions on how to maximize the educational opportunities for students in the District, identify problems, investigate alternative solutions and increase communications between the parties. The Committee shall report to the Superintendent, and if necessary, to the Board, its recommendations on the matters it has considered.

6.4

CLASS SIZE CONSIDERATIONS

The Board and Union recognize the importance of smaller class sizes in providing an effective educational environment for students and teachers. The Board shall make every effort to maintain class sizes and provide appropriate support as they have under previous agreements, acknowledging the various factors that affect such administrative decisions, such as, but not limited to, the financial health of the District, building space, staffing of teachers and other support personnel, current academic research, installation of experimental and innovative programs, individual and group needs of students, faculty views and ideas, community input and expectations, and student enrollment numbers; however, increased class sizes shall not be used solely for the purpose of reducing the number of teachers.

7.1

ASSIGNMENTS

ARTICLE VII - ASSIGNMENTS, TRANSFERS, AND VACANCIES

The principal shall make teaching assignments. In making such assignments, the principal shall consider the teacher's background, preparation and special interests, notify the teacher, and afford an opportunity to the teacher to consult with the principal. The teacher may bring a Union representative to such meeting if he/she so desires. A teacher who is to have his/her assignment changed during the current school year or for the next school year shall receive written notice of the pending assignment change and the specific reasons for the change. The teacher being transferred shall be notified of any existing vacancies and shall be given consideration for those vacancies in accordance with the factors required under Section 24-1.5 of the *School Code* (see Section 7.5 below).

For purposes of this provision, a teaching assignment change shall mean a change in grade level or subject area to one that has not been taught by the teacher in the last five (5) years. For Special Education teachers or Specialists (e.g. Art, Music, Drama, P.E.) teachers, a teaching assignment change also shall mean at least 50% of the current assignment is changing to a grade level, subject area, or specialty area that has not been taught by the teacher in the last five (5) years.

The following levels of planning and preparation time shall be afforded to teachers who are subject to a teaching assignment change as described herein in order to facilitate appropriate planning and preparation for the new assignment:

Notification of change	Type of preparation	Hours available
During current school year to occur during current school year	Work day release time Evenings and weekends	10 hours release time 10 hours evening and weekend paid at curriculum rate
During current school year to occur in next school year	Monday early release time or appropriate equivalent time	10 hours quarantined time on Mondays or equivalent
During summer time to occur in coming school year with less than 3 weeks' notice	On personal time	10 hours paid at curriculum rate

7.2

TENTATIVE ASSIGNMENTS

Tentative assignments shall be given to teachers by May 15.

7.3 **EXTENDED SERVICE POSITIONS**

Extended service positions (positions beyond the school year) annually shall be assigned by the administration to teachers, but such assignments shall only be on a voluntary basis. The administration, in developing such positions, shall consult with teachers who express an interest in such positions. The Board shall not be obligated to conduct or continue any activity requiring an extended service position or assign any teacher to such a position. When so assigned, teachers shall be compensated at a per diem rate based upon their annual salary for the school year in which the service is rendered. One example of an Extended Service Position involves the completion of special education case studies that require student contact.

7.4 **NOTICE OF VACANCIES**

Teaching positions to be filled during the current or subsequent school year shall be publicized on the District's website and via electronic notice to all staff.

7.5 **TRANSFER REQUESTS**

Teacher requests for transfer to vacant positions for which they are qualified shall be based upon a consideration of factors that include, without limitation, certifications, qualifications, merit (such as awards and recognitions) and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the District will not be considered as a factor unless all other factors are determined to be equal. Denial of a transfer request and the reasons for that denial shall be stated in writing to the teacher no more than thirty (30) days from the date of the request, but may not be grieved under the grievance procedures established in Article XI of this Agreement.

ARTICLE VIII - SENIORITY

8.1 **SENIORITY DEFINED**

Seniority is defined as the continuous length of service as a teacher in the District. Part-time teachers shall accumulate seniority on a pro-rated basis. See Section 10.6.e for further conditions for earning seniority.

8.2 **REDUCTION-IN-FORCE**

If the Board reduces its teaching staff, the Board shall comply with the requirements of the Illinois School Code (105 ILCS 5/24-12, or any subsequent Code provisions governing reduction-in-force). Teachers so dismissed shall receive notices of honorable dismissal.

The Board will comply with the requirements of the Illinois School Code regarding the recall of teachers (105 ILCS 5/24-12, or any subsequent Code provisions governing recall). 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.

8.3 **RESOLVING IDENTICAL SENIORITY**

Should a conflict arise concerning two (2) teachers with identical seniority, the date of Board hiring for a position in the District shall be the determining factor.

ARTICLE IX - LEGAL PROTECTION OF TEACHERS

9.1 **REPORT OF ASSAULT AND BATTERY CASES**

Teachers shall report immediately in writing to their principal and the Superintendent or designee all cases of assault and/or battery suffered by them in connection with their employment and all facts concerning the incident.

9.2 **TEACHER-BOARD LIABILITY**

The Board shall continue its insurance protection against any loss or liability of the teachers by reason of death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. Such insurance shall be through self insurance or carried in a company licensed to write such coverage in this state and shall be subject to the terms and conditions of the policies issued thereunder.

9.3 **ASSAULT**

If a teacher is charged with assaulting a pupil, the Board shall notify the proper authorities on behalf of the teacher. The Board shall provide the legal assistance necessary by a qualified attorney. The Board's responsibility under this Section shall be limited to the terms and conditions of any insurance policies it may have hereunder.

ARTICLE X - LEAVES OF ABSENCE

10.1 SICK LEAVE

Each teacher shall, without deduction in pay, be entitled to the following normal annual allotment of days of sick leave per school year. Unused sick leave shall accumulate without limit.

- 0-15 years of service.....12 days
- 16-30 years of service16 days
- 31 years and beyond.....18 days

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family shall include the teacher, the teacher's spouse, significant other living in the same household, children or child intended to be adopted living in the teacher's household, parents, brothers, sisters, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and grandparents of the teacher or the teacher's spouse.

A certified sick leave record shall be submitted to each teacher yearly.

Sick leave shall not apply to summer school or summer camp.

A statement from the teacher's doctor may be required by the administration to establish eligibility for sick leave. A Teacher may use up to thirty (30) sick days following the birth of a child without having to provide the Board with medical certification. Paid leave for adoption or placement for adoption is limited to thirty (30) days, provided the teacher provides evidence that the formal adoption process is underway.

In order to be eligible for sick leave, a teacher, or a member of his/her household, shall, whenever possible, report his/her absence to the principal prior to the absence. In cases of unforeseeable absences, the teacher shall notify the staff member designated by the administration to secure an appropriate substitute or make other acceptable arrangements as soon as possible, but no later than 7:00 a.m. on the day of the absence. If the teacher is going to be absent for more than one (1) day, the absent teacher shall notify the principal by 2:30 p.m. of the first day so that arrangements can be made to get the same substitute. A teacher on leave of absence shall not be eligible for sick leave, nor shall he/she accumulate sick leave days.

A Teacher who is absent because of disability or incapacity shall be deemed temporarily disabled in accordance with the following:

<u>Employed in District</u>	<u>Temporary Disability</u>
0 thru 1 year -	30 consecutive school days
2 thru 4 years -	60 consecutive school days, or the exhaustion of paid leave, whichever happens last.
5 thru 20 years -	less than 90 consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity or the exhaustion of paid leave, whichever happens last.
20 or more years -	less than 135 consecutive school days, or for less than 135 out of 180 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.

If a temporarily disabled teacher does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant the teacher an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability. The Board may grant any teacher who is deemed permanently disabled (i.e., absent for more consecutive school days than allowed above) and whose accumulated sick leave has been exhausted an extended unpaid leave of absence in accordance with the terms and conditions applicable to all unpaid leaves (see Section 10.6 below)

10.2

PERSONAL LEAVE

Each teacher shall be granted four (4) personal leave days per contract year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. Unused personal leave days shall accumulate as sick leave. Teachers shall not be required to disclose the reason for personal leave. Written notification for such leave shall be given to the building principal at least two (2) school days in advance, except for extraordinary circumstances beyond the teacher's control which prevent such advance notice, in which case notice shall be given as soon as possible to the building principal.

The building principal may limit the number of teachers who may take personal leave on any one day. A teacher shall not be permitted to use more than two (2) personal days consecutively.

Personal leave shall not be taken on the first three (3) student attendance days of the school year, on a parent conference or an institute day, to extend a holiday or vacation period, or to participate in any activity which results in compensation to the teacher for employment from other than the Board, unless there are extraordinary circumstances which require a leave to be taken at such times. The teacher must include a written explanation of the extraordinary circumstances with his/her personal leave request and such request is subject to the approval of the Superintendent or designee.

10.3 BEREAVEMENT LEAVE

Each teacher shall be entitled to two (2) bereavement days per school year, without deduction in pay, for death in the immediate family or household as defined in Section 10.1. Unused bereavement leave shall not accumulate from year to year.

10.4 SABBATICAL LEAVE

The Board may, within its discretion, grant a sabbatical leave of absence to a teacher in accordance with the following:

- A. **General Conditions**
 1. The applicant shall have completed seven (7) years of professional experience in the District.
 2. All activities for which sabbatical leaves are granted must be planned in consultation with the building principal and Superintendent.
 3. Application for leaves must be submitted to the building principal and Superintendent not later than the first school day in March proceeding the leave period.
 4. No more than (1) leave shall be granted annually. If more than one (1) application is received, the first consideration shall be given to the sabbatical leave plan which indicates possibilities for greatest self-improvement and resulting benefit to the District.
- B. **Activities**

The following activities shall be considered appropriate. They are listed in order of general preference, although the needs of the school system and of the teacher applying for leave shall be considered in each case.

 1. **Formal Graduate Study**

A minimum of twenty-four (24) points of study shall be required for full year leaves and the appropriate fraction shall be required for half year leaves. Content of courses in order of preference:

- teacher's own field of work in the District
- closely related fields

2. **Writing of a Doctoral Thesis**

C. **Compensation**

MINIMUM CONSECUTIVE YEARS OF SERVICE	LENGTH OF LEAVE	PORTION OF REGULAR SALARY PAID ON LEAVE	PORTION OF FRINGE BENEFITS PAID
7	1 semester	100%	50%
7	1 year	50%	50%

D. **Obligation of Recipient**

Teachers accepting leaves shall agree to continue in the employment of the District for a minimum of two (2) years after completion of the leave. If this requirement is not satisfied, the teacher involved shall reimburse the District that portion of the amount received as it relates to the portion of the two (2) years not completed in service.

10.5 PROFESSIONAL TRAVEL LEAVE

The Superintendent may, within his/her discretion, grant a professional travel leave for participation in those activities which relate directly to the educational program of the school and to personnel representing the District within the budgetary limitations of the Board.

All requests involving leave or expenses require the approval of the Superintendent in advance. Approval shall be made within the framework of the policy.

The Superintendent may direct teachers to represent the District in a variety of activities not specifically outlined in this policy, at his/her discretion.

Travel expenses shall be allowed for teachers who have completed at least one (1) year of employment with the District, and upon prior approval of the principal and Superintendent. Travel request forms shall be obtained from the principal.

The following amounts for professional travel leave shall be budgeted each fiscal year:

- A. Travel by car shall be reimbursed at the Internal Revenue Service allowable amount, limited to three hundred (300) miles maximum one (1) way, otherwise bus, train, or plane (coach) fare.

- B. Per diem meals shall be reimbursed up to the amount of twenty-five dollars (\$25.00) or the amount stipulated in Board policy, whichever is greater, provided teachers submit receipts for the meals.
- C. Single lodging or single rate of double occupancy at going rate to be booked in advance.
- D. Registration, dues and other incurred expenses as substantiated by voucher.
- E. Gratuities or tips shall not be reimbursed and should be included under meals, secondary modes of travel, etc.
- F. Taxi charges or other modes of secondary travel shall be listed separately, showing points of travel.

10.6 MATERNITY/CHILD REARING LEAVE OF ABSENCE

- A. Tenured teacher shall be entitled to a maternity/child rearing leave without pay or other benefits subject to the following conditions:
 - A. 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 or, if the leave is for the start of the following school year, by February 1 of the preceding year. The application shall indicate the requested starting and ending dates of the leave. In addition, the application shall be accompanied by a physician's statement indicating the expected date of delivery and the teacher's ability to perform all assigned teaching duties during the time preceding the leave.
 - B. The teacher and the Superintendent or designee shall agree upon a tentative plan for the commencement 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 begin no later than the date of the birth of the child or in accordance with subsection C of this Section and shall not exceed the balance of the school year in which it commences and the subsequent school year. The total length of an unpaid leave under this Section, exclusive of any accompanying physician-prescribed recuperation period and/or FMLA leave, shall not exceed two (2) school years. Every effort shall be made to have a leave under this Section terminate immediately prior to the start of a new school term.
 - C. Sick leave (as described above in Article 10.1) and/or leave under the *Family and Medical Leave Act* 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.

- D. With the consent of the carrier and after the expiration of any insurance benefits, if applicable, under the *Family and Medical Leave Act*, 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.
- E. A teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time which the teacher is on unpaid leave. During the school year in which a leave commences or terminates, a teacher shall be entitled to vertical advancement on the salary schedule, subject to all other terms and conditions of this Agreement, provided the teacher has taught one hundred (100) days or more during the school term if tenured or one hundred twenty (120) days or more during the school term if non-tenured.

- F. A teacher who takes a maternity/child rearing leave of absence shall advise the Superintendent or designee in writing no later than February 1 prior to the end of each school year that he/she intends to return to employment, or that he/she intends to continue leave for the coming school term. Failure on the part of the teacher to provide written notice of intent to return or to continue leave, as prescribed above, shall be deemed a resignation on the part of the teacher. At least thirty (30) calendar days prior to the termination of a maternity/child rearing leave after childbirth, a teacher shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties.

- G. 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. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

- H. A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, 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 5724-11 of the *School Code* for purposes of the continuous employment necessary to attain tenure status. Upon return from an approved leave, the non-tenured teacher's absence shall not be considered a break in service, but the year in which the leave is taken shall only be counted toward the years of consecutive probationary service required to attain tenure if the teacher actually teaches or is otherwise present at least 120 days in that school year.
- The granting of maternity/child rearing leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher.

ARTICLE XI - GRIEVANCE PROCEDURE

- Each request shall be judged on its own merits within the sole discretion of the Board and, if approved, may include additional conditions or restrictions.
- I. A male tenured teacher shall be entitled to an unpaid child rearing leave of absence in accordance with the provisions and conditions of this Section. Eligibility for such leave shall arise upon the anticipated birth of a child whom the teacher has fathered or upon his planned adoption of a child. Nothing in this Section shall prevent a male teacher from using, if applicable, his rights and benefits under the *Family and Medical Leave Act* (FMLA).
 - J. A teacher who has been granted a maternity/child rearing leave of absence under this Section shall not become eligible for a subsequent maternity/child rearing leave under this Section unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
 - K. Nothing in this Section shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher not eligible for or not desiring maternity/child rearing leave (1) may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child, and/or (2) may exercise his/her rights under the *Family and Medical Leave Act*.
 - L. A tenured teacher may request a child rearing leave of absence not directly connected with childbirth or adoption, provided the teacher gives the District sufficient advance notice to allow the administration to find a replacement for such teacher. The Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
 - M. The Board recognizes that unforeseen complications may necessitate a change in a teacher's plan for commencement and/or termination of maternity/child rearing leave. Each such instance shall be judged on its own merits, without establishing precedent, and the final decision for any change in such plan shall be within the sole discretion of the Board.

10.7 RELIGIOUS LEAVE

Any teacher who has exhausted his/her personal leave for the school year and wishes to recognize a religious holiday(s) not observed on the regular school calendar shall have the option of (i) taking the day(s) off without pay, or (ii) taking up to two (2) days off and working additional day(s) after the end of the school year on approved school-related activities.

11.1 PURPOSE

The primary purpose of this procedure is to secure at the lowest level possible an equitable solution to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or the Board.

11.2 DEFINITION

A grievance shall mean a complaint that there has been a specific violation or misinterpretation of any of the provisions of this Agreement.

11.3 REPRESENTATION

The Union may be recognized as the official representative of the teachers in the grievance procedure. Upon a teacher's request, a representative of the Union may attend any of the conferences and/or hearings at Level 1 through 5. A different administrator may be designated by the Board or the Superintendent to hear a grievance or any appeal hereunder.

11.4 PROCEDURE

A. Level 1

The grievant shall first meet with the principal and orally and informally discuss the grievance.

B. Level 2

If the informal process fails to resolve the issue, the grievant shall submit the grievance in writing to the principal within seventeen (17) days of the occurrence giving rise to the grievance, or within seventeen (17) days of the date the grievant should reasonably have known of such occurrence, whichever is later. Within five (5) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within five (5) days after such meeting, the principal shall communicate his/her decision in writing to the grievant.

C. Level 3

If a satisfactory agreement is not reached at Level 2, the grievant may appeal to the Superintendent in writing, within ten (10) days after he/she has received the decision of the principal. The Superintendent shall hold a conference within ten (10) days of the receipt of the appeal and shall render a written decision within five (5) days after the conclusion of said conference.

D. Level 4

If the grievant is not satisfied with the decision in Level 3, the aggrieved may appeal to the Board within five (5) school days after having received the written decision of the Superintendent. The appeal shall be in writing, citing all of the pertinent information, with ten (10) copies sent to the Board through the Superintendent, and copies thereof shall be furnished the principal and the Superintendent. The Board shall, at its next meeting, hear the grievance, and it shall then render its decision within five (5) days after the hearing of the grievance, and shall communicate it in writing through the Superintendent to the aggrieved and the Union; or, at the Board's option, the Board may waive its right to hear the grievance, in which event the Union may proceed directly to Level 5.

E. Level 5

In the event the grievant is not satisfied with the disposition of the grievance at Level 4, the grievance may be submitted by the Union (but not the teacher) to binding arbitration within ten (10) days of receipt of the Board's answer in Level 4 or the Board's waiver of Level 4. The parties shall attempt to agree upon an arbitrator within ten (10) days after the Board's receipt of the Union's demand for binding arbitration. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators.

The Voluntary Labor Arbitration rules of the American Arbitration Association shall be used in the selection of an Arbitrator. However, each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The time and place of the hearing shall be scheduled after the school day to afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only on the specific issues submitted to him in writing and shall have no authority to make decisions on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. The arbitrator shall submit his/her decision in writing, which shall be final and binding on the parties, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

11.5 GENERAL PROVISIONS

- A. No teacher may be represented by an organization other than the Union in any grievance procedure initiated pursuant to this Agreement.
- B. A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Union, the grievance affects a group of teachers, the Union may process the grievance at the appropriate level.
- C. Written copies of all decisions concerning processed grievances shall be sent to all parties involved.
- D. The failure of the teacher to act within the time limits shall act as a bar to further appeals.
- E. The administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- F. A teacher shall be free to lodge and to persevere in a grievance without interference or penalty.
- G. The Union or the Board shall have the right to use the grievance and arbitration procedure starting at the appropriate level.
- H. An expedited grievance procedure can be adopted pursuant to the mutual agreement of the parties on a case-by-case basis.
- I. Time limits may be extended only by mutual agreement.
- J. The term "days" as used in this Article shall mean days on which the District office is open for business.

ARTICLE XII - BOARD AND UNION RIGHTS

12.1 BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for the right to:

- A. Maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs.
- B. Hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended.
- E. Determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignments of those employees in the bargaining unit.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its right, responsibilities, and authority under the *Illinois School Code* or any other national, state, county, district or local laws or regulations as they pertain to education. The Board also reserves its right to delegate to its administration the responsibility for the day-to-day management of the schools in its charge.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

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12.2 NO STRIKE CLAUSE

During the term of this Agreement, no teacher covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall engage in, authorize or instigate a strike.

12.3 SCHOOL DIRECTORY

The Union and its officers shall be listed in the school directory.

12.4 UNION COMMUNICATIONS

The Union shall have the right freely to communicate through the intra-district mail system and teachers' mail boxes. The Union shall have bulletin board space for posting material from Union bulletin boards. The Union shall have the right to make announcements at meetings within the discretion and approval of the Superintendent as to available time and subject matter.

12.5 UNION MEETINGS

Except for special District events, such as the current in-service training, one (1) day each month shall be reserved for Union meetings. Where that day would fall on a holiday, the same day in the preceding week shall be so reserved. No other meetings of teachers under the auspices of the Board or administration shall be scheduled simultaneously with Union meetings.

12.6 UNION DUES

The Board, upon the receipt of a written authorization from a teacher, shall deduct twice each month from October through May the teacher'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 certify the amount of dues to the Board and provide copies of the written authorizations before October 1. Dues revocations are processed by the Union. In the event that a teacher revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window.

12.7 COPE DEDUCTION

The Board, upon the receipt of a written authorization from a teacher, shall deduct the authorized amount of a teacher'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.

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12.8 **ACCESS TO INFORMATION**

The Board shall furnish the Union with a hard copy of the Board agenda and official minutes of Board meetings, unless such items are posted on the District website in a timely manner. The Board shall make available to the Union, upon written request, any existing public records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. The Board shall give the Union a faculty list, including home addresses and telephone numbers, and a list of new teachers hired as of August 1 on August 1.

12.9 **PARTICIPATION AT BOARD MEETINGS**

The Union President or designee shall have the right to address the Board at the beginning of a meeting or at the time that a given item of the agenda is taken up for a period of time allocated by the Board. The Union speaker shall give prior notice through the Superintendent of this intention to address the Board. Collective bargaining shall not be conducted and grievances shall not be discussed.

12.10 **BOARD POLICY MANUAL**

The District shall provide the Union President with a current hard copy of the official Board Policy Manual and any subsequent updates. When updates to the official Board Policy Manual are posted on the District website, they shall be called to the attention of the Union President via email or memo, in lieu of a hard copy.

12.11 **FAIR SHARE**

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or sixty (60) 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 teachers 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 a teacher 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 teacher is entitled to a refund, the teacher 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 teacher 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.

ARTICLE XIII - WORKING CONDITIONS

13.1 **WORKDAY AND PLAN TIME**

The work day for teachers shall be seven (7) hours and thirty (30) minutes in length, except that the Board shall have the right to designate one (1) day per week as in-service or meeting time until 4:00 p.m. (based on the current 7:50 a.m. start time for middle school teachers and 8:00 a.m. start time for primary teachers). Teachers shall be afforded a minimum of four

ARTICLE XIV - EXTRA DUTY ASSIGNMENTS

hundred seventy-five (475) minutes of plan time weekly. Every effort shall be made to ensure that the main focus of planning time shall be individual and/or grade level/team planning.

The Board shall give the Union due notice in writing prior to any other change in the school day, provided that (1) the total period of time between the start and end of the school day shall not be increased except through negotiations with the Union, and (2) the regular school day shall not be set to end beyond 4:00 p.m.

13.2 LUNCH PERIOD

Each teacher shall have a duty-free lunch period of no less than thirty (30) minutes and may leave the school building during a regularly scheduled duty-free lunch if he/she advises the principal or the school secretary where he/she may be reached in case of emergency.

13.3 REQUESTS TO LEAVE SCHOOL BUILDING

Teacher requests to leave the school building at times other than the lunch period shall be at the principal's discretion.

13.4 SCHOOL YEAR

The school year for all teachers shall consist of not more than one hundred eighty-one (181) student attendance days and/or institute days. Although the school calendar must provide one hundred eighty-five (185) days, sufficient holidays shall be given or the closing day of school adjusted to insure that the limit of one hundred seventy-nine (179) teaching days shall not be exceeded. At the regular April or May meeting of the Board, the days in excess of one hundred seventy-nine (179) actual student attendance days shall be reported. At this meeting, an arrangement for disposing of such excess days as are found shall be made by the Board after considering recommendations from the Union.

13.5 SCHOOL CALENDAR

If possible, the Superintendent shall reach agreement with the Union on the school calendar which shall then be recommended to the Board. If not, the Union may recommend a calendar to the Board.

14.1 NON-PAID EXTRA DUTIES

Non-paid extra duty assignments should be distributed equitably among the teachers.

14.2 PAID EXTRA DUTIES

Extra duty assignments listed in Appendix C of this Agreement are recognized as appropriate ones for which teachers may apply and are to be paid as indicated below. These extra duties are activities that generally take place outside of the school day, and include Extracurricular Activities, Curriculum Writing, Supervisory Activities, Other Clubs/Activities and Overnight Field Trips. The Board shall not be obligated to conduct any activity requiring extra duties or to assign any teacher to such extra duties.

For a newly proposed Extracurricular Activity, a job description and scope of the activity shall be developed. The proposed stipend shall be determined by using the proposed scope and the "Other Clubs/Activities" rate. The Union and the Superintendent shall review the proposal to insure that the stipend amount is proportional to the proposed hours for the activity. The Board shall review and, if in agreement, approve any new Extracurricular Activity.

Stipends for Extracurricular Activities shall be as listed in Appendix C of this Agreement. Curriculum Writing shall be paid on the Curriculum Writing hourly rate as listed in Appendix C of this Agreement. Supervisory activities include Athletic Trainer/ Supervisor, Door/Bus, Cafeteria/Playground, Computer Lab, and Learning Center supervision. These activities shall be paid at the hourly supervisory rate listed in Appendix C. Community Music Events and Other Clubs/Activities shall be paid at the hourly rate listed in Appendix C.

14.3 ASSIGNMENT OF PAID EXTRA DUTIES

Paid extra duty assignments shall be voluntary, provided that, if there are not any volunteers, such assignments may be assigned to teachers with the lowest District seniority who the Board finds have the requisites for the assignments. The administration shall be responsible for posting and filling all vacant paid extra duty positions. The posting shall include the time required and the rate of pay for the extra duty. No teacher shall be paid for conducting more than one extra duty at the same time.

14.4 **EXTRA DUTY — TEACHER RESPONSIBILITIES**

Job descriptions shall be developed for each paid extra duty. Teachers of all extra duties may be evaluated annually by an administrator in accordance with job descriptions.

Annually, the sponsor of the activity and the supervising administrator shall review the scope and job description of the activity. At that time, recommendations can be made for changes in the job description and scope of the activity. These recommendations shall be reviewed by the Union and Superintendent to insure that the stipend amount is proportional to the proposed hours for the activity, and forwarded to the Board of Education for approval.

Payment of stipends will be made throughout the year for activities which take place throughout the year, e.g., Yearbook. Seasonal activities, e.g., Basketball, will be paid during the season.

Concerning planned absences, teachers assigned to a paid extra duty are responsible to assist the administration to make arrangements to cancel or provide substitute coverage for an activity for which they are responsible. For Extra Curricular Activities, every effort must be made by the teacher to reschedule canceled sessions.

Teachers working on an approved Curriculum Writing project shall complete a curriculum writing payment form once the completed project is approved by the supervising administrator.

ARTICLE XV - CLERICAL ASSISTANCE AND TEACHER AIDES

15.1 **CLERICAL ASSISTANCE**

The Board shall support the instructional program by providing clerical assistance to teachers. Annually, the Education Policy Development Committee shall review the clerical assistance program and make recommendations to the Board regarding the utilization of such assistance and any other changes in the program which the Committee may consider advisable.

15.2 **TEACHER AIDES**

The Board shall support the instructional program by providing teacher aides as appropriate and necessary. Annually, the Education Policy Development Committee shall review the teacher aide program and make recommendations to the Board regarding the utilization of teacher aides in the District and any other changes in the program which the Committee may consider advisable.

ARTICLE XVI - SUMMER SCHOOL AND SUMMER CAMP

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16.1 **NOTICE OF AVAILABLE POSITIONS AND TEACHER SELECTION**

Should the Board conduct a Getting Ready program (i.e., summer school), it shall be posted internally by April 1 in the same manner as regular positions. Teachers who hold an appropriate license shall be allowed to apply for all Getting Ready positions. Teachers shall have assignment priority over other District employees and over teachers who have been reduced-in-force and have not been recalled for the next academic year. Teachers selected for Getting Ready teaching positions shall be informed by May 1.

Assignment for Getting Ready positions shall be made according to the following:

- A. Primary consideration shall be given to teachers with seniority within all Fairview Summer Academic Programs (total number of years teaching Summer Academic Programs at Fairview).
- B. If two (2) or more teachers have equal Summer Academic Program seniority, secondary consideration shall be given to teachers with seniority within the District.

16.2 **METHOD OF SALARY PAYMENTS**

Getting Ready salary shall be paid in one lump sum on August 30 of each year.

ARTICLE XVII - COMPENSATION

17.1 **SALARY SCHEDULE**

The salary schedule that reflect the wages and pension contributions to be paid by the Board for the 2018-2019 and 2019-2020 school years are in Appendix A and Appendix B, respectively. When the applicable CPI is available for the 2020-2021 and 2021-2022 school years, the Board and Union will develop mutually-agreeable salary schedules for those years. Any increase may be withheld in whole or in part by the Board for an unsatisfactory evaluation under Section 3.13. A teacher may only advance one (1) vertical step annually on the salary schedule.

For the 2020-2021 and 2021-2022 school years, the percentage increase added to the prior year's salary schedule shall be equal to the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," plus .50%, with a floor of 3.0% and a maximum of 3.75%. 35 ILCS 200/18-185 *et seq.* More specifically, the CPI calculated percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two calendar years prior to the year in which taxes are actually extended (collected). *Example:* The increase for the 2020-2021 school year will reflect the CPI-U for

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2019 (which represents the percentage increase between December 2018 and December 2019).

17.2 TEACHER PENSION PAYMENTS

The figures in each column of the salary schedule include the amount of salary and an additional amount to be contributed by the Board on behalf of the teacher to the Illinois Teachers' Retirement System. The pension contributions are equal to that provided by law of the teacher's total salary.

In the event that the Internal Revenue Service should issue a ruling or the United States Treasury Department shall adopt regulations, which, in the opinion of the Board's legal counsel, require that school boards or other public bodies withhold taxes from all or part of pension contributions made by such employers, the Board shall withhold from the teacher's future salary all sums so required to be withheld.

If the Illinois legislature subsequently enacts legislation requiring additional Board contributions for TRS in excess of the specified percentages required as of the effective date of this Agreement, the Board and the Union agree to meet and review any negative impact on the District's finances.

17.3 PART-TIME PRO-RATION

Teachers employed on a part-time basis shall have their compensation prorated in accordance with the percentage of their hours worked divided by the full-time equivalent. Any teacher regularly employed at least one-half (1/2) time or more shall be eligible for health and dental insurance coverage on a pro-rata basis. Sick and personal days shall also be prorated for part-time teachers.

17.4 HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE

Teachers shall receive credit for horizontal movement on the salary schedule for eligible academic hours earned at the graduate level from an accredited college or university which are relevant to the District's educational program. Courses must be successfully completed and the teacher awarded a grade of "B" or higher.

Teachers shall only receive credit for horizontal movement for undergraduate level courses if they are approved by the university as part of the credits required for a Master's Degree or if they are requested by the Superintendent. To qualify for horizontal movement, a teacher must obtain written approval from the Superintendent prior to the beginning of any course. Any dispute over the number of credits granted for courses or the designation of those courses as graduate or undergraduate level shall be resolved by the institution granting the credit.

Horizontal movement shall be made only at the beginning of each school year based upon hours of credit earned as of August 15 of that year. When a teacher qualifies for such movement, the teacher shall notify the Superintendent of that fact on or before August 15 and provide the District with an official transcript, showing the semester hours of credit required for the lane change, on or before December 1. If the official transcript is received after the beginning of the school year, the teacher shall receive his/her horizontal movement at that time, retroactive to the beginning of the school year.

17.5 LONGEVITY ALLOWANCE

Courses taken by a teacher prior to earning a Master's Degree shall not accrue as hours earned to qualify for horizontal movement to the MA+30 lane.

Commencing the year after a teacher has reached the last step of the MA, MA+15, and MA+30 lanes on the salary schedule, the Board shall pay the teacher the following compensation amounts in addition to the amount of salary agreed to in the Appendices. This longevity benefit shall increase by the prescribed amount in each year of the Agreement for each additional year the teacher remains in the District.

2018-2019.....	\$1125
2019-2020.....	\$1150
2020-2021.....	\$1175
2021-2022.....	\$1200

17.6 INTERNAL SUBSTITUTION

When substitutes are not available, teachers may be asked to substitute teach for other staff during their planning periods (e.g., to cover for teachers who are arriving late or departing early, who are involved in IEP meetings, etc.). The District will seek volunteers first. If no teacher volunteers to substitute, the District may ask the most senior available teacher first to substitute and then rotate down by seniority if necessary. Any teacher in the retirement benefit pipeline shall be ineligible to internally substitute. No teacher shall be required to internally substitute if such work will cause the teacher to receive less plan time than provided under Article 13.1 of the Agreement. A teacher's declining to internally substitute shall not be reflected on a teacher's performance evaluation.

The payment rate for internal substitution shall be the supervision rate.

ARTICLE XVIII - FRINGE BENEFITS

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.

An Insurance Committee made up of an equal number of teachers appointed by the Union and those appointed by the administration/Board shall be created to explore options for group hospitalization/major medical/dental insurance plans, including, but not limited to, deductibles/ out-of-pocket, prescription copayments (retail and mail order), office visits, and emergency room care. This Insurance Committee shall meet at least two (2) times prior to February 1 and one (1) recommendation (determined by a majority of the Insurance Committee members) shall be submitted to the Board for approval. If the Committee is unable to make a recommendation or the recommendation is not approved by the Board, then any changes to the existing insurance plan for the next insurance year shall be bargained with the Union. Except as outlined above, all other benefits shall be no less than those in force at the time this Agreement was ratified, or as the benefits may be revised subsequently by the Insurance Committee (with Board approval), unless dictated by applicable federal or state law.

The Board shall pay eighty percent (80%) of the premium for single coverage and eighty percent (80%) of the premium for dependent coverage for all teachers. In any year in which the average increase of all current group health insurance plans exceeds six percent (6%), the Board and the participating teachers will split the increase above that percentage. Alternatively, the Insurance Committee could revisit the plan design to reduce costs. In the year following a year in which the insurance plan premium increase needed to be split, the Board and teachers will revert to the contribution split of eighty percent (80%) and twenty percent (20%) respectively of the premium costs for single or dependent coverage for the new school year.

18.2 LIFE INSURANCE

The Board shall provide term life insurance coverage for each full-time teacher in the amount of fifty thousand dollars (\$50,000.00) and for each part-time teacher in the amount of twenty-five thousand dollars (\$25,000.00) under the terms and conditions in effect at the time this Agreement was ratified. Teachers may purchase additional life insurance in blocks of ten thousand dollars (\$10,000.00).

18.3 TUITION REIMBURSEMENT

The Board, within its budgetary limits, shall reimburse teachers after their second full year of service (beginning after April 1 of the teacher's second year) seventy-five percent (75%) of

tuition costs up to a maximum per teacher as shown below for courses completed during the fiscal year (July 1 - June 30). Individual teacher annual tuition reimbursement maximum and aggregate tuition reimbursement limits shall be as indicated:

Fiscal Year	Individual Teacher Maximum	District Aggregate Reimbursement Limit
2018-2019	\$3,660	\$36,623
2019-2020	\$3,662	\$36,623
2020-2021	\$ *	\$ *
2021-2022	\$ *	\$ *

* For the 2020-2021 school year, the individual teacher maximum and the District aggregate reimbursement limit shall be increased by the CPI + .50%, with a floor of 3% and a maximum of 3.75% (see calculation in Article 17.1 of Agreement). These amounts will remain the same for the 2021-2022 school year.

If tuition costs in a fiscal year do not exceed the Board's budgetary limits, teachers shall be reimbursed seventy-five percent (75%) of tuition costs for up to twelve (12) semester hours from the dollars remaining in the budget. If tuition reimbursement requests in a fiscal year exceed the Board's budgetary limits for such fiscal year, teachers shall be reimbursed on a proportionate basis. Reimbursement shall be made as part of the Board's approval of June bills.

Tuition reimbursement shall be subject to the following conditions:

- A. Payment shall not be made until the District receives an official transcript or grade report and a receipt for tuition costs.
- B. Courses must be pre-approved by the Superintendent.
- C. Payment shall not be made for the removal of deficiencies on a teaching certificate.
- D. Courses must be relevant to the District's educational program.
- E. Course work must be graduate level, unless otherwise approved by the Superintendent, from an accredited college or university.
- F. Courses must be successfully completed and the teacher awarded a grade of "B" or higher.
- G. Teachers who voluntarily leave the District within one (1) year of any reimbursement will pay back the amount reimbursed during the preceding fiscal year.

18.4 **DENTAL INSURANCE**

The Board shall pay eighty percent (80%) of the premium for single coverage and eighty percent (80%) of the premium for dependent coverage for all teachers. The Insurance Committee shall review the dental insurance plan annually, except that the Board reserves the right in its sole discretion to make changes to the existing dental insurance plan design for the next insurance year.

18.5 **INSURANCE FOR TEACHERS ON LEAVE AND RETIRED TEACHERS**

Teachers on leave may continue to participate in the District's group insurance plan for a period of two (2) years by timely submitting the current premium as required by the District's insurance carrier. Teachers who retire may continue to participate in the District's group insurance plan for eighteen (18) months by timely submitting the current premium as required by the District's insurance carrier.

18.6 **PAY FOR UNUSED SICK LEAVE**

A teacher retiring at age fifty-four (54) or older shall receive fifty dollars (\$50.00) per day for each sick day above one hundred seventy (170) that is not used by the Illinois Teachers' Retirement System for purposes of calculating service credit or other credit affecting a teacher's pension annuity. This amount shall be paid to the teacher as a post-retirement severance benefit following the teacher's retirement from the District and submission by the teacher of evidence from TRS of sick days not used for pension purposes.

18.7 **SALARY REDUCTION PLAN**

The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

Any teacher may elect to participate by choosing to receive benefits for the purposes set forth below. The total amount elected shall be deducted from each teacher's compensation, along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- A. Premium for group health insurance.
- B. Reimbursement for the amount of the deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined in the *Internal Revenue Code*.

- C. Reimbursement for dependent care assistance as defined in the *Internal Revenue Code*.
- D. Premium for group term life insurance.

18.8 **SEVERANCE BENEFIT AT RETIREMENT**

Teachers who retire through the State of Illinois Teachers' Retirement System (TRS) and meet the following eligibility requirements shall receive a severance benefit plus an additional amount for each additional year of service in excess of fifteen (15) years up to a maximum as indicated below for twenty (20) additional years of active bargaining unit service in District 72. To be eligible for this severance benefit, the teacher:

- must have at least fifteen (15) years of full-time active bargaining unit service in District 72; and
- must be qualified to retire under TRS with no discount penalty (i.e., at least 60 years of age or at least age 55 with a minimum of 35 years of TRS creditable service by the last day of service in the District); and
- shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the four (4) years used for the TRS retirement calculation); and
- shall not receive the SSRP benefit provided under Section 18.9 of this Agreement.

The severance benefit plus the amount for each additional year shall be as indicated:

Teacher's Final Year of Service	Base Service Benefit at Retirement	Each additional year in excess of 15 years of service	Maximum for 20 additional years of service
2014-18	\$13,000	\$800	\$16,000

This severance benefit shall be paid no sooner than thirty (30) days following the end of the fiscal year in which the teacher retires from the District and shall not be considered part of the teacher's final year's salary. The severance benefit shall be paid out in a lump sum.

18.9 **SUPPLEMENTARY SERVICE RECOGNITION PLAN(SSRP)**

Teachers who retire through the Illinois Teachers Retirement System (TRS) and meet the following eligibility requirements shall be eligible to receive Supplementary Service Recognition Plan (SSRP) benefits, provided that the teacher submits an irrevocable letter of

intent to retire to the Superintendent by May 15 at least four (4) years in advance of retirement. To be eligible for this SSRP benefit, the teacher must meet the following requirements:

- have at least fifteen (15) years of full-time active bargaining unit service in District 72, and
- be qualified to retire under TRS with no discount penalty (i.e., at least 60 years of age or at least age 55 with a minimum of 35 years of TRS creditable service by the last day of service in the District); and
- retire no later than the first year in which the teacher is eligible for full retirement annuity benefits without discount or penalty under TRS regulations; and
- shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the four (4) years used for the TRS retirement calculations; and
- shall not receive the Severance Benefit provided under Section 18.8 of this Agreement.

Teachers who are eligible to retire under the above criteria shall receive an SSRP benefit to his/her annual compensation sufficient to increase the teacher's creditable earnings by six percent (6%) over his/her prior year's creditable earnings for up to four (4) years prior to the date of retirement, calculated to include extra duties performed by teachers prior to their notice. The SSRP benefit increase shall be in lieu of any other step or lane movement (i.e., the retiring teacher is deemed to be off schedule, except that he/she can exchange an extra duty for another duty that is equal to or less in compensation). The teacher further understands and acknowledges that he/she will not receive any other compensation for any additional activities or services on behalf of the district during the years in which the teacher is receiving the six percent (6%) SSRP benefit. This restriction in additional compensation, however, shall not apply to any lawful exclusion from the TRS penalty cap (e.g., NBPTS stipend, summer school, overloads, etc.).

If a retiring teacher has an extra duty position or other stipend obligation at the commencement of the retirement compensation period and ceases to perform those services during this period (with no substitution of another equal-value activity), the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra services' compensation no longer performed.

A teacher who chooses to give fewer than four (4) years' irrevocable notice of intent to retire may do so; however, that teacher's SSRP compensation increases shall be limited to six percent (6%) over the prior year's creditable earnings in each of the teacher's final years of service.

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Should the Illinois legislature subsequently enact legislation further limiting annual percentage increases allowable as TRS creditable earnings for the purpose of calculating teacher pensions or requiring additional Board contributions for TRS creditable teacher salary increases in excess of specified percentages, the Board and the Union shall revise this Section 18.9 so as to provide alternate methods of distributing the SSRP benefit amount due to the teacher without increasing the Board's monetary obligation in a way that would minimize any negative impact on the teacher's retirement annuity (pension).

ARTICLE XIX- TECHNICAL CLAUSES

19.1 SAVINGS CLAUSE

In the event any article, section or clause of this Agreement shall be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

19.2 CHANGE IN AGREEMENT

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

19.3 PRECEDENCE OF AGREEMENT

The provisions of this Agreement shall constitute Board policy of record for the duration of this Agreement or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with provision of this Agreement shall be superseded and replaced by this Agreement. Individual teacher contracts shall state that they are subject to the provisions of this Agreement.

ARTICLE XX – DURATION

This Agreement shall become effective upon its ratification by the Board and Union and shall remain in full force and effect through the start of the 2018-2019 school year through the day prior to the start of the 2022-2023 school term. It shall be renewed automatically from year to year thereafter unless either party shall notify the other, in writing, prior to October 1 of the final year of the Agreement that it desires to renegotiate this Agreement. When so notified, the Board and the Union shall commence negotiations no later than January 1 unless the parties mutually agree upon a later

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starting date. This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Union.

This agreement is signed and adopted this _____ day of May, 2018.

IN WITNESS THEREOF:

For the FAIRVIEW TEACHERS' ASSOCIATION, DISTRICT 72
LOCAL 1274, IFT/AFT, AFL-CIO

For the BOARD OF EDUCATION FAIRVIEW SCHOOL, DISTRICT NO. 72,
COOK COUNTY, ILLINOIS

President

Secretary

President

Secretary

APPENDIX A
2018-2019 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1	\$52,393	\$56,774	\$60,388	\$65,398	\$70,474
2	\$53,747	\$58,103	\$61,670	\$66,676	\$71,751
3	\$55,179	\$59,112	\$63,026	\$68,027	\$73,100
4	\$56,736	\$61,038	\$64,506	\$69,502	\$74,574
5	\$58,262	\$62,536	\$65,952	\$70,943	\$76,013
6	\$59,858	\$64,102	\$67,464	\$72,450	\$77,517
7	\$61,645	\$65,857	\$69,156	\$74,136	\$79,202
8	\$63,680	\$67,855	\$71,089	\$76,062	\$81,125
9	\$65,734	\$69,871	\$73,035	\$78,000	\$83,061
10	\$67,947	\$72,043	\$75,131	\$80,089	\$85,147
11		\$74,379	\$77,418	\$82,471	\$87,475
12		\$76,645	\$79,605	\$84,649	\$89,651
13		\$78,992	\$81,869	\$86,906	\$91,904
14		\$81,475	\$84,267	\$89,295	\$94,290
15			\$86,896	\$91,815	\$96,807
16			\$89,360	\$94,270	\$99,259
17			\$91,884	\$96,886	\$101,872
18			\$95,149	\$98,934	\$106,798

APPENDIX B

2019-2020 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15	MA+30
1	\$53,014	\$57,447	\$61,104	\$66,173	\$71,309
2	\$54,384	\$58,792	\$62,401	\$67,467	\$72,602
3	\$55,833	\$59,812	\$63,773	\$68,833	\$73,966
4	\$57,409	\$61,762	\$65,271	\$70,326	\$75,458
5	\$58,953	\$63,277	\$66,734	\$71,784	\$76,914
6	\$60,568	\$64,862	\$68,263	\$73,308	\$78,436
7	\$62,376	\$66,637	\$69,976	\$75,014	\$80,140
8	\$64,435	\$68,660	\$71,931	\$76,963	\$82,087
9	\$66,513	\$70,699	\$73,900	\$78,925	\$84,046
10	\$68,752	\$72,896	\$76,021	\$81,039	\$86,156
11		\$75,261	\$78,335	\$83,448	\$88,511
12		\$77,553	\$80,548	\$85,652	\$90,713
13		\$79,928	\$82,839	\$87,935	\$92,994
14		\$82,441	\$85,265	\$90,353	\$95,407
15			\$87,926	\$92,903	\$97,954
16			\$90,419	\$95,387	\$100,436
17			\$92,973	\$98,034	\$103,079
18			\$96,277	\$100,319	\$108,063

APPENDIX C

2018-2022 EXTRA DUTY SCHEDULE

	2018-2019	2019-2020	2020-2021	2021-2022
Sports				
Basketball - Boys (8th)	\$4,210.93	\$4,210.93		Freeze
Basketball - Boys (7th)	\$4,210.93	\$4,210.93		Freeze
Basketball - Boys (6th)	\$2,105.46	\$2,105.46		Freeze
Basketball - Girls (8th)	\$4,210.93	\$4,210.93		Freeze
Basketball - Girls (7th)	\$4,210.93	\$4,210.93		Freeze
Basketball - Girls (6th)	\$2,105.46	\$2,105.46		Freeze
Cheerleading	\$4,210.54	\$4,210.54		Freeze
Soccer - Boys (V)	\$4,210.93	\$4,210.93		Freeze
Soccer - Boys (IV)	\$4,210.93	\$4,210.93		Freeze
Soccer - Girls (V)	\$4,210.93	\$4,210.93		Freeze
Soccer - Girls (IV)	\$4,210.93	\$4,210.93		Freeze
Volleyball - Boys (8th)	\$4,210.93	\$4,210.93		Freeze
Volleyball - Boys (7th)	\$4,210.93	\$4,210.93		Freeze
Volleyball - Boys (6th)	\$2,105.46	\$2,105.46		Freeze
Volleyball - Girls (8th)	\$4,210.93	\$4,210.93		Freeze
Volleyball - Girls (7th)	\$4,210.93	\$4,210.93		Freeze
Volleyball - Girls (6th)	\$2,105.46	\$2,105.46		Freeze
Musical				
AM Band and Orchestra	\$2,061.76	\$2,061.76		Freeze
Chorus	\$1,030.88	\$1,030.88		Freeze
Concerts (evening)	\$130.06	\$130.06		Freeze
Jazz Band	\$2,076.68	\$2,076.68		Freeze
String Ensemble	\$2,076.68	\$2,076.68		Freeze
Solo/Ensemble	\$676.95	\$676.95		Freeze
Hourly				
Approved Other	\$42.11	\$42.11		Freeze
Clubs/Activities				
Athletic Timer	\$34.26	\$34.26		Freeze
Curriculum Writing	\$44.08	\$44.08		Freeze
Getting Ready	\$49.88	\$49.88		Freeze
Supervision	\$34.26	\$34.26		Freeze
Other				
Mentor Teachers	\$324.26	\$324.26		Freeze
Evaluation Teachers	\$324.26	\$324.26		Freeze
Mentor Coordinators (for 1 or divided by 2)	\$639.63	\$639.63		Freeze
Overnight Field Trips	\$144.98	\$144.98		Freeze

APPENDIX C (cont'd)

Publishing Club	\$842.19	\$842.19	
Student Council (for 1 or divided by 2)	\$5,877.17	\$5,877.17	
Yearbook (for 1 or divided by 2)	\$5,877.17	\$5,877.17	
Robotics	\$2,076.68	\$2,076.68	

SIDE LETTER OF UNDERSTANDING #1

**BETWEEN
THE FAIRVIEW TEACHERS' ASSOCIATION,
LOCAL 1274, FTVA/FT
and
THE BOARD OF EDUCATION
SCHOOL DISTRICT 72**

The Board and the Union have extensively discussed the issue of teacher responsibilities and the school day. During these discussions the following views have emerged:

1. The Board desires to move toward a general philosophy that, as professionals, teachers' responsibilities extend beyond the contractual hours stated in the Agreement. A number of factors contributed to the Board's interest in this position:
 - a. The desire to acknowledge that teachers are professionals.
 - b. The need to offer parents alternate conference times to include both before and after school times. Currently, parents are offered mainly before school conferences rather than alternate times. This seems most prevalent in how special education staffings are generally scheduled.
 - c. The need to accomplish important curricular and other school work through meetings after school on days other than Mondays. Currently, teacher meetings are mainly held after school on Mondays.
2. The Union desires to retain the current language regarding the contractual hours stated in the Agreement. The Union holds the following:
 - a. Teachers demonstrate a high commitment to professionalism, including participation in many activities beyond the contractual day.
 - b. Teachers will continue to offer parents alternate times for conferences to include those contiguous to the contractual school day.
 - c. Teachers are willing to attend important meetings called on days other than Mondays, provided that the administration first makes every effort to have such meetings after school on Mondays or during the contractual day, and that, when there is a need to call meetings after school on days other than Mondays, teachers be consulted about preferable times. The Board and the Union understand that on any given meeting date, some teachers may be unable to attend for a variety of reasons.
3. In recognition of the above views, both parties agree to maintain the current language of Section 13.1. In addition, both parties agree to abide by the spirit of the points listed above.

SIDE LETTER OF UNDERSTANDING #2

BETWEEN
THE FAIRVIEW TEACHERS' ASSOCIATION,
LOCAL 1274, IFT/AFT
and
THE BOARD OF EDUCATION
SCHOOL DISTRICT 72

The parties shall jointly collaborate in developing student health care protocols which shall seek to establish guidelines for providing necessary student health care services in a manner consistent with maintaining the integrity of the District's education program. In developing such protocols, the parties agree to adhere to the following principles:

1. Teachers have primary responsibility for developing and implementing the classroom instructional program.
2. The school nurse has primary responsibility for managing and providing necessary student health care services. In cases where there is a need to provide ongoing health care services for students with special medical needs, such services are most appropriately provided by the school nurse and/or trained health care aides under his/her supervision. It may be in the best interests of the child to have these needs provided for otherwise.
3. Recommendations regarding the most appropriate means of delivering ongoing health care services for students with special medical needs are best made pursuant to consultation between the school nurse, the parents of the students, involved teachers and administrators, and consulting medical professionals as needed.

Once developed, these student health care protocols shall be reviewed annually by the Educational Policy Development Committee.

SIDE LETTER OF UNDERSTANDING #3

BETWEEN
THE FAIRVIEW TEACHERS' ASSOCIATION,
LOCAL 1274, IFT/AFT
and
THE BOARD OF EDUCATION
SCHOOL DISTRICT 72

JOB SHARE

This Memorandum of Agreement is between the Board of Education, Fairview School District 72 and the Fairview Teachers' Association, Local 1274, IFT/AFT, AFL-CIO.

Both parties agree to implement a one-year pilot job share program for tenured teachers. This proposal was prepared in consultation with the Fairview Teachers' Association and the parties have agreed to the following conditions, which have been presented to the Board of Education and the Fairview Teachers' Association for approval.

Job sharing shall be defined as two tenured teachers sharing the responsibility of a single teaching position. The duration of any job share arrangement shall be one (1) full school year.

This job sharing proposal shall be subject to the following terms and conditions:

1. The teachers involved in job sharing shall retain tenured status and advance on the seniority listing on a prorated basis, i.e., .5 (one-half year) credit.
2. The division of the day between the two teachers shall be as close to one-half of the instructional day for students (excluding lunch) as is practical.
3. Written notice to return to full time status or to extend the job share for an additional year shall be received by the Superintendent by February 1 of the preceding school year. Approval to extend the job-share is solely at the discretion of the Board and is non-precedential.
4. Each participating teacher shall receive prorated salary and benefits (Article XIX).
5. The responsibilities of a shared job shall be divided according to a plan designed by the job sharers with the concurrence of the Superintendent. The plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedules of work hours and/or days, and attendance at staff meetings, district meetings, etc. as per the attached plan.
6. Each participating teacher shall be guaranteed a return to full-time employment, if desired, subject to reduction in force, for the school year following the job sharing.

7. If one of the teachers is unable to fulfill the teacher's duties due to extended illness or other extenuating circumstances, the Administration will consult with the other teacher prior to making a staffing decision.
If one of the participating team members requests a leave of absence or resigns after approval of the job share, the other job share teacher may be required to resume full-time employment.
8. Both team members shall attend all Teacher Institute and Parent Conference Days and Curriculum Night. If a Teacher Institute program has a logical division reflecting the assignments of the job sharing teacher, the administration shall make a reasonable effort to schedule the activities accordingly. Otherwise, both teachers will attend each of the full Teacher Institute Days.
Both job sharing teachers will be responsible for ongoing parent communication, report card preparation, etc.
9. Concerning In-Service/Early Release Mondays, for a job share in which each school day is divided between the participating teachers, the morning teacher will not be expected to attend the In-Service/Early Release Monday or meetings on other school days unless requested by an administrator at least one week in advance. If teacher is requested by an administrator to attend such meeting(s), the teacher shall receive compensation for the length of the session at the contractual curriculum rate (Article XV). The afternoon individual is expected to attend all of the In-service/Early Release Mondays without additional compensation.
10. Job sharing teachers will participate in Fairview Curriculum Committees as per #'s 8 and 9 above. In addition, job sharing teachers are invited to join summer curriculum committees and projects as are all other faculty.
11. Job sharing teachers are expected to share a teacher's desk; each teacher will have her/his own filing cabinet. It is expected that students will have access to all computers in the classroom.
Hick#503225v3
12. Job sharing participants shall equally share field trip responsibilities. For example, half-day trips can be scheduled equally and full day trips can be shared by each teacher taking turns directing full day field trips.
13. Job sharing teachers shall share student responsibility for each school day as per the specific proposal. As a non-precedential decision, teachers may be permitted a limited number of days within their plan in which they work full days and are compensated for their full day at their per diem rate. Additionally, if the administration would find it necessary to require both teachers work a full day on the same day, both teachers will be paid at their regular full day per diem rate.

14. Concerning substitute arrangements, it is not expected that each will substitute for the other on a day to day basis. The Administration shall have the right to assign substitute teachers. It is understood that, for planned absences (workshops, personal days, doctor's appointments, etc.), it may be practical for one teacher to substitute for the other. However, a teacher may deny the administration's request to substitute for the partner teacher on a daily basis. In addition, the administration would make a reasonable effort to avoid requiring a teacher on a job share to serve as along term substitute for the teacher's job share partner.
In the substitute cooperative of which the District is a member, after the twentieth (20th) days of substituting, the substitute receives a higher level of compensation. As a parallel, for the first twenty (20) full days that one job share teacher substitutes for the other, the teacher shall be paid on the substitute rate for a half-day of substitute teaching. Starting with the twenty-first (21st) full day, the teacher will be paid at their per diem rate for the full day.