

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION,
LINCOLNWOOD SCHOOL DISTRICT #74
LINCOLNWOOD, ILLINOIS**

AND THE

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

2017-2021

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PREAMBLE

This Agreement between the Board of Education of District 74, Cook County, Lincolnwood, Illinois and the Lincolnwood Teachers' Association incorporates a number of understandings which derive from the parties' mutual beliefs that each child attending the District's schools is entitled to an education of the highest quality. The attainment of this objective is a joint responsibility of the Board of Education, the administrative staff and the teaching personnel.

Attainment of this objective requires mutual understanding and cooperation among the Board of Education, the Administrative staff and the teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE I - RECOGNITION

1.1 RECOGNITION OF THE UNION

The Board recognizes the Lincolnwood Teachers' Association, Local 1274, IFT/AFT, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all certified personnel. The following are not to be included in the bargaining unit: Superintendent, Assistant Superintendent for Curriculum and Instruction, Business Manager, the Director of Technology, the Director of Special Education, Principals, and Assistant Building Administrator.

1.2 UNION'S EXCLUSIVE BARGAINING RIGHTS

The Board agrees not to negotiate with any other teachers organization, individual teacher or group of teachers with regard to negotiable items as defined in Article II, Section 2.1 of this Agreement; provided it is understood that individual teachers or group of teachers retain the right to discuss with the Board and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment.

1.3 DEFINITION OF TEACHER

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

ARTICLE II - TEACHER AND UNION RIGHTS

2.1 SCOPE OF NEGOTIATIONS

The Board and the Union agree to negotiate in good faith with respect to the following items:

- A. wages
- B. hours
- C. terms and conditions of employment

The obligation to negotiate in good faith means the mutual obligation of the Board and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession. Disputes involving the negotiability of an issue or topic shall not be resolved under the terms of Article XI of this Agreement, but rather may be submitted by either party to the Illinois Education Labor Relations Board for resolution.

2.2 TENTATIVE AGREEMENTS

The representatives of the Board and the Union shall have the power to reach tentative agreements. After the participants reach agreement, it shall be reduced to writing and distributed to the Board and the teachers for final approval.

2.3 FREEDOM TO JOIN A UNION

Teachers have the right to join or not to join any Union. Membership in any Union shall not be required as a condition of employment.

2.4 UNION DUES DEDUCTION

The Board shall, on the written request of the teacher, withhold from the compensation of that teacher the teacher's union dues. Under such arrangement, an amount shall be withheld twice each month from October through May that is equal to the pro rata share of the annual membership dues. The Board shall remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The teacher has the right to revoke his/her dues authorization at any time.

2.5 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.

2.6 APPEARANCE BEFORE THE BOARD

No tenured teacher is to be dismissed during the term of a contract or denied a step on the salary schedule except at an official meeting of the Board. Any tenured teacher who has been recommended for dismissal or for the denial of a step on the salary schedule* shall be given the reasons in writing and shall be given an opportunity to appear before the Board to present his/her views concerning the proposed action. Upon the teacher's request, representatives of the Union may be present at said appearance. *Unless such denial of step is a result of the collective bargaining process.

2.7 USE OF BULLETIN BOARDS

The Union may use a bulletin board in each building's teacher's lounge for posting notices of activities and other official organization materials.

2.8 USE OF BUILDINGS

The Union and its representatives shall have the right to schedule and hold official meetings on district property, provided that such meetings do not interfere with the instructional program, that the Union does not interfere with those teachers who are obligated to supervise scheduled extracurricular activities, that the building principal is notified one (1) day before any such meeting, and that if special custodial service is required, the Board may assess the Union a reasonable charge.

2.9 BOARD MEETINGS, AGENDAS, BOARD PACKETS, AND MINUTES

The Board will post to its website all Board meeting and Board-committee meeting agendas; non-confidential portions of Board packets, if applicable; and approved open session meeting minutes. The President of the Union or his/her designee may access such materials via the District website. Additionally, the Board will provide the LTA leadership with email notification of all Board meetings.

2.10 DISTRIBUTION OF UNION MATERIAL

Electronic mail, teachers' mailboxes and regular intra-district delivery services shall be made available to the Union for communications to teachers.

2.11 UNION SUGGESTIONS

The Union shall have the right to submit its comments on proposed tax rate referenda, proposed bond issues and the proposed budget. These suggestions must be in writing and must be forwarded to the Superintendent.

2.12 PERSONNEL DIRECTORY

An up-to-date personnel directory shall be maintained and posted on the District intranet. The names of Union officers shall be listed in the Personnel Directory.

2.13 BOARD POLICIES

The Board will post to its website the current version of all its official policies, rules, regulations and handbooks. The President of the Union or his/her designee may access such materials via the District website.

2.14 FAIR SHARE

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

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

1. 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
2. The Union has annually certified in writing to the Board (1) the amount of such fair share fee and (2) the posting of the above-required notice.

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 III - MANAGEMENT RIGHTS CLAUSE

3.1 MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the district, the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

3.2 UNION INPUT

The above shall not preclude the Union from input prior to the Board's execution of its rights, and further, the Union reserves its right to object to and disagree with any action the Board takes.

3.3 TEACHER RIGHTS UNDER SCHOOL CODE

Nothing contained herein shall be construed to deny or restrict the rights of teachers under the Illinois School Code.

3.4 LIMITATION OF BOARD RIGHTS

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only where clearly and expressly abridged by this Agreement.

ARTICLE IV - SCHOOL CALENDAR

4.1 ANNUAL CALENDAR AND WORK YEAR

The Board shall adopt the annual school calendar. Before adopting or modifying the calendar, the recommendations of the Union shall be sought. The teacher work year shall consist of 183 days.

ARTICLE V - EMPLOYMENT CONDITIONS

5.1 TEACHER WORKDAY

The teacher's scheduled workday shall be 8:00 a.m-3:30 p.m. The teacher workday shall not be changed without giving prior notice to the Union and granting the Union the right to make recommendations prior to changes, provided that the total aggregate minutes per week not change.

5.2 NOTICE OF ASSIGNMENTS

All teachers shall be given written notice of their tentative teaching assignments for the forthcoming year no later than June 1. In the event that changes in such assignments are made, the teacher affected shall be notified promptly.

5.3 TEACHER LICENSURE

All teachers must maintain a professional educator license and be properly endorsed in accordance with Illinois law.

5.4 SUPERINTENDENT'S RECOMMENDATION

All personnel are employed, promoted or discharged upon the recommendation of the Superintendent.

5.5 TRANSCRIPTS OF COLLEGE CREDITS

All teachers are to secure, at their own expense, complete up-to-date official transcripts of college credits to be on file in the Superintendent's office by November 1. Evidence of course completion must be on file by September 1.

5.6 METHOD OF SALARY PAYMENT

All teachers shall be paid their annual salary in twenty-six (26) installments. Payments shall be issued via direct deposit every other Friday, or the immediately preceding workday if such a Friday falls on a holiday. All installments not received prior to the end of the school year shall be paid no later than June 30.

5.7 DAILY RATE OF SALARY

To determine the daily rate for teaching, the teacher's annual salary shall be divided by 183 days. In the event a teacher does not complete a school year, he or she shall receive a total salary equal to the daily rate of pay multiplied by the number of duty days employed.

ARTICLE VI - VACANCIES

6.1 VACANCY POSTING

If a vacancy, which term does not include a mere redeployment of staff because of a reduction in force, occurs in a position covered by this Agreement as a result of a resignation, termination, transfer, leave or new position (see Article III, Section 3.1), then so long as there are no qualified teachers entitled to be recalled from a RIF, a notice of such vacancy shall be emailed to all then-current teachers on their District email accounts at least five (5) working days before the vacancy is posted publicly. Each vacancy notice shall contain a job description and the qualifications needed for the position.

6.2 VACANCY INTERVIEWING

Any teacher who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice and who is qualified for the position shall be given an interview for the position.

ARTICLE VII - PERSONNEL FILES

7.1 PERSONNEL FILE

The Board shall maintain only one (1) official personnel file.

7.2 RIGHT OF ACCESS

Each teacher shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the Board prior to the teacher's first employment day with the district. The examination of the personnel file shall occur during normal business hours at a time that does not interfere with the teacher's normal duties. The teacher may be accompanied on such examination by a representative of the Union. A member of the administration shall be present at the time of personnel file review.

7.3 PLACEMENT OF MATERIAL IN FILE

Every evaluation of a teacher shall be included in the teacher's personnel file. Any evaluation or disciplinary material placed in the file shall be signed and dated, and a copy shall be given to the teacher or placed in the teacher's mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved with acknowledgement of receipt by said teacher.

7.4 RIGHT OF COPY

Each teacher shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 7.2.

7.5 RIGHT OF REBUTTAL

Each teacher is entitled to submit, within thirty (30) days, a written rebuttal to any document in his/her personnel file and to have the rebuttal attached to the original document.

7.6 REMOVAL OF MATERIAL FROM THE FILE

No teacher or administrator shall permanently remove any material from the teacher's file, except by mutual consent made in writing by the employee and the Superintendent or designee.

ARTICLE VIII - TEACHER EVALUATION

Upon the request of either party, an evaluation committee consisting of three (3) teachers appointed by the Union President and three (3) administrators appointed by the Superintendent shall review the evaluation instrument(s), criteria and procedures utilized in the district. The committee shall submit any recommended changes in writing to the Board through the Superintendent and to the Union by April 30 of any school year in which such review has taken place. Such changes that are approved by the Board shall take effect at the beginning of the next school year. The District Evaluation Plan applies to all licensed professional personnel covered by this Agreement and therefore is considered a part of this Agreement. However, the Parties agree that the District has no obligation to bargaining concerning the substantive components of the District Evaluation Plan. Additionally, except for a tenured teacher, who may file a grievance alleging a violation of the procedural requirements set forth in the District Evaluation Plan regarding the observation process only, a teacher may not file a grievance concerning his/her evaluation (including the rating).

ARTICLE IX - DISCIPLINARY ACTION

9.1 COMPLAINTS AGAINST TEACHERS

When any substantive complaint regarding a teacher is made to a Board member or an administrator by a parent, student, or teacher, the complaining party shall be asked to submit his/her complaint in writing and to discuss the matter with the teacher with the intention of resolving any differences before any action is taken. A complaining party's failure to submit his/her complaint in writing or to discuss the matter with the teacher does not preclude Administration from discussing the matter with the teacher.

9.2 INVESTIGATORY CONFERENCES

Each teacher has the right to be accompanied by a person of his/her choosing at any investigatory meeting with an administrator where the teacher reasonably believes that discipline may result from his/her answers to questions asked during the investigation.

9.3 DISCIPLINARY APPEARANCE

Whenever a teacher is required to appear before the Board or an administrator for a meeting at which disciplinary action will be communicated, reasonable advanced written notice of such meeting and the nature of the possible disciplinary action shall be given. The teacher may be accompanied at such meeting, but must provide written advance notice of the name and title of any representative who will attend. In the event the teacher chooses someone other than a Union representative, the Union President shall be given notice of any disciplinary action taken within a reasonable period of time following the meeting.

9.4 DISCIPLINARY PROCEDURE

A teacher may be suspended without pay only for just cause.

ARTICLE X - REDUCTION IN FORCE

10.1 COMPLIANCE WITH SCHOOL CODE

Any reductions in certificated personnel shall be in compliance with Section 24-11 and 24-12 of the Illinois *School Code* (105 ILCS 5/24-11 and 105 ILCS 5/24-12). This Section 10.1 is for reference only and is not grievable or arbitrable.

10.2 NOTICE TO UNION

Before the Board makes any reduction in personnel, it shall advise the Union regarding such reductions and before taking action, seek the Union's views on the matter.

10.3 REDUCTION BY ATTRITION

When such reductions in personnel are required among tenured teachers, the administration shall attempt the same by attrition.

10.4 DISMISSAL OF TEACHERS DUE TO REDUCTION IN FORCE

If the Board determines it is necessary to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, it may honorably dismiss teachers upon written notice at least 45 calendar days before the end of the school year. Such honorable dismissals will be by position and in order of statutory groupings, as may be modified by the RIF Joint Committee, and in order of statutory criteria within groupings. The "length of continuing service" within a grouping is determined by the teacher's seniority, as calculated below.

10.5 SENIORITY

Seniority is determined as follows:

1. Length of time since date of Board action to hire the teacher, with part-time service being pro-rated according to the teacher's full-time equivalency (FTE).
2. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by educational advancement beyond a Bachelor's degree, with the teacher with greater educational advancement having greater seniority.
3. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by any additional endorsements held, with the teacher having more additional endorsements having greater seniority.

4. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by total years of experience in the teaching position at issue, whether in the District or elsewhere.
5. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by random drawing.

10.6 RECALL RIGHTS

Teachers who are honorably dismissed under this Article from Groups 3 or 4 of the Sequence of Honorable Dismissal List shall be placed on a recall list for a period of one calendar year from the beginning of the following school term. Teachers who were honorably dismissed from Group 2 and are statutorily eligible for recall shall be placed on a recall list until the February 1 following their effective date of dismissal. Should the Board have vacant teaching positions during these periods of time, it shall first offer employment to those teachers honorably dismissed who are qualified for the position, in reverse order of dismissal. Teachers who are offered to be recalled to a vacant position must, within ten (10) calendar days of the date of a recall letter sent to their last known address, accept or reject the offer. A teacher's failure to notify the District of acceptance of a tendered position within that time period will be deemed a rejection of the offered position. Any teacher who rejects an offer of a full-time vacant position for which he/she is qualified waives any further recall rights and no longer will be eligible for any other vacancy becoming available during the remainder of the recall period.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 DEFINITION

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed within fifteen (15) school days after the occurrence of the event that gives rise to the grievance. If school is not in session during any portion of the grievance process, school days shall be defined as business days. A grievance on the evaluation process may not be filed solely on the basis of a conclusion of the evaluator.

11.2 GRIEVANCE PROCESS

Step 1

The grievant shall file his grievance in writing with his building principal or designee within fifteen (15) school days of the occurrence of the event that gives rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within fifteen (15) school days of the conference.

Step 2

If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his/her designee in writing within fifteen (15) school days after he/she has received the decision of the building principal or his/her designee. The Superintendent or his/her designee shall confer with the grievant within fifteen (15) school days after the receipt of the appeal, and a written decision shall be rendered to the grievant by the Superintendent or his/her designee within fifteen (15) school days.

Step 3

If the grievance is not settled at the second step, the grievant may appeal to the Board in writing within fifteen (15) school days after he/she has received the decision of the Superintendent or his/her designee. The grievance shall be submitted to the Board to be considered as soon as practical thereafter. The grievant, acting independently or through the Union, may present a written grievance to the Board or may request an oral hearing, which shall be granted at the discretion of the Board. If granted, the hearing shall be conducted by the full Board or by a subcommittee of the Board. The Board shall render its decision within fifteen (15) school days after the meeting.

Step 4

In the event the grievant is not satisfied with the disposition of his/her grievance at Step 3, the Union may submit the grievance to binding arbitration within fifteen (15) school days after receipt of the Board's answer in Step 3. The parties shall attempt to agree upon an arbitrator within fifteen (15) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the fifteen (15) school day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decisions or recommendations on any other issue not so submitted to him/her. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator shall be split between the parties.

ARTICLE XII - TEACHER LEAVES

12.1 SICK LEAVE, PERSONAL BUSINESS LEAVE, AND BEREAVEMENT LEAVE

- A. Each regularly employed full-time teacher is allowed sick leave for personal illness, injury, medical appointment, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, to the extent of the following annual allotment:

Years one (1) through ten (10) of employment: fourteen (14) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Years eleven (11) through twenty (20) of employment: nineteen (19) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Years twenty-one (21) through thirty (30) of employment: twenty-four (24) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Beyond thirty (30) years of employment: twenty-nine (29) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Each regularly employed part-time teacher is allowed sick leave, which shall be pro-rated as a percentage of his/her FTE.

- B. For purposes of this Section, “immediate family” includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, stepchild, stepparent, and legal guardians.
- C. The Board may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person’s faith, as a basis for pay during leave after an absence of three (3) days for personal illness, 30 days for birth, or as it may deem necessary in other cases.
- D. Four (4) days of the annual allotment of sick leave days as shown in section 12.1.A of this article per year may be used for personal business leave, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters that require absence during school hours.

1. Part-time teachers shall be granted personal business leave days on a prorated basis.
 2. Teachers shall not be required to disclose the reason for personal business leave.
 3. Personal business leave shall not be granted the school day before or after a holiday (other than for a religious holiday), on institute days, on parent-teacher conference days or evenings, or during any of the first three (3) days of student attendance (except a teacher may request an exception to accompany a child to college or kindergarten orientation) or any of the last three (3) days of student attendance.
 4. Written notification for such leave shall be given to the building principal at least three (3) days in advance of an expected absence. In case of emergency, written notification shall be submitted to the principal on the first school day following the absence.
- E. Sick leave allowance for a teacher who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in Section 12.1A shall be fully credited in advance to the record of each teacher, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. Paid sick days may not be used by a teacher who is teaching summer school or a teacher who is on an approved unpaid leave. Further, additional sick leave days will not be granted to a teacher who is on an approved unpaid leave.
- H. Teachers may access their sick leave report online. This report shall include (1) sick leave accumulation as to the beginning of the previous school year, (2) the record of days deducted the previous year, (3) the days advanced for the current school year and (4) the total number of days credited and applicable for the current school year. Teachers shall review and report any discrepancies in this information within the first four (4) weeks of the school year; after that point, the information will be deemed final and accurate.
- I. Whenever a teacher is absent from school due to a workers' compensation claim that has been approved by the District's workers' compensation carrier, in addition to the workers' compensation disability benefits paid, the District shall pay 1/3 of a day of the teacher's sick leave (if available), which shall be deducted from the teacher's current or accumulated sick leave in 1/3-day increments.

12.2 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board shall grant unpaid Family/Medical Leave to eligible teachers who have completed one (1) year of service to the district and otherwise meet the requirements of the FMLA. Leave shall be granted for up to twelve (12) weeks per rolling 12-month period. An employee granted an FMLA leave will continue to be covered under the district's group health and dental insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if employed continuously during the leave period. (The employer will continue to make premium payments in the amounts required by Sections 15.2-15.4 of this Agreement. Employee contributions will be required either through payroll deduction or by direct payment to the district, with the employee being advised in writing at the beginning of the leave period as to the amount and method of payment required.)

Leave taken for a purpose that qualifies for FMLA leave will be counted against the employee's FMLA entitlement. If the purpose for the leave also qualifies for the use of paid sick leave, the teacher shall use paid sick leave concurrently with FMLA leave. Additional information concerning FMLA requirements and benefits shall be provided to employees by the business office upon request.

12.3 LEAVE DURING PREGNANCIES AND ADOPTIONS

A. Use of Sick Leave During Pregnancy or Adoption

1. Pregnancy shall be treated like an illness. In such instances, the teacher may begin taking accrued sick leave, as limited in Section 12.3(A)(4) below, whenever it is medically necessary, but no later than when she is unable to perform her duties satisfactorily. The term "satisfactorily" means as certified by a doctor.
2. For the purpose of ascertaining the duration of the leave in case of adoption, the date that the child is placed with the parent or parents shall be equated with the date of birth.
3. A teacher shall notify the Superintendent in writing at least four (4) weeks prior to the date that the teacher will begin using sick days for pregnancy or adoption.
4. Typically, teachers who miss days of work following the birth of a child shall be allowed, to the extent they have accrued such days, to use up to six (6) weeks of paid sick leave for a normal delivery and up to eight (8) weeks of paid sick leave for a C-Section. Paid sick leave shall only be available during the six (6) to eight (8) weeks, as

applicable, immediately following the delivery and only if the teacher must miss work days during this period.

5. Teachers whose personal health is compromised after delivery, or whose infant is chronically ill, will be allowed to use paid sick leave (if available) beyond the typical recovery period on the physician's orders.
6. The Board reserves the right to secure a medical evaluation from a physician of its choice. If such an evaluation is secured, the Board shall pay the costs.
7. A teacher who is not eligible for FMLA leave and does not have enough sick leave to cover the days of work missed following the birth or placement of a child is entitled to up to a 30-consecutive-school-day leave so long as such leave is used within the same school year. The teacher must use his/her accrued sick days as a basis for pay, and after exhaustion of his/her accrued sick days, any remaining days of the leave will be unpaid.

B. Use of Family and Medical Leave Taken to Care for Newborn/Newly Placed Child

Eligible teachers shall use up to twelve (12) weeks of FMLA leave to care for a newborn or newly placed child during the first twelve (12) months following the child's birth or placement. Such leave time shall be unpaid, unless the parent or child has a serious illness, in which case any available sick leave shall be used as a basis for pay and shall run concurrently with the FMLA leave. FMLA leave taken to care for a newborn or newly placed child may not be taken on an intermittent basis and may not be used to demand a part-time position.

C. Use of Unpaid Parental Leave During Pregnancy, Adoption, or Subsequent Childcare Period

A tenured teacher (female or male) has the right to an additional unpaid parental leave without district benefits. A tenured teacher on unpaid parental leave has the right to continue participation in the district's health insurance plan at his/her own expense, so long as the carrier allows such continued participation.

1. Conditions of Unpaid Parental Leave

- a. All requests for unpaid parental leave must be submitted in writing to the Superintendent at least four (4) weeks prior to the

beginning date of the leave. The duration of the leave shall be for the remainder of the school year in which it is granted, provided that if the child is born after January 1, the teacher may request to remain on leave for the subsequent school year.

- b. A teacher who is on unpaid parental leave during the subsequent school year must notify the Superintendent by February 1st of his/her intention to return to the district the following school year. Failure to so notify the Superintendent shall constitute a resignation.
- c. Teachers who take a full year of unpaid parental leave shall not be granted sick leave days for the year of such leave.

2. Benefits of Unpaid Parental Leave Shall Be Limited to the Following:

- a. While on leave, the teacher may continue to participate in the district insurance plan for the duration of the leave if he/she pays all premiums and the carrier permits his/her continued participation.
- b. Upon return from the leave, the teacher shall be guaranteed a position in the district for which, in the Board's judgment, the teacher is qualified in accordance with state educator licensure law.
- c. The teacher shall be permitted to retain all unused sick leave accrued as of the start of the leave.
- d. Provided that the teacher complies with all of the conditions of the leave, the teacher's tenure status shall not be impaired by virtue of the leave.
- e. The teacher shall not receive experience credit for salary advancement for any year in which unpaid leave is taken unless the teacher teaches at least one hundred and twenty (120) days..

12.4 LEAVE AS DELEGATE TO I.F.T. CONVENTION

Upon at least one week's advance written request, one (1) member of the Union shall be excused without loss of salary, or without being charged for leave, to serve as a delegate to the annual Illinois Federation of Teachers Convention. The Union shall reimburse the Board for the cost of a substitute teacher.

12.5 SPECIAL LEAVE FOR TENURED TEACHERS

Upon a tenured teacher's request, a leave of absence for up to one (1) year may be granted without pay upon the recommendation of the Superintendent and approval of the Board.

1. Conditions of Unpaid Special Leave for Tenured Teachers

- a. All requests for unpaid special leave must be submitted in writing to the Superintendent at least four (4) weeks prior to the beginning date of the leave.
- b. A teacher who is on an approved leave during the school year must notify the Superintendent by February 1st of his/her intention to return to the district the following school year. Failure to so notify the Superintendent shall constitute a resignation.
- c. Teachers who take a full year of unpaid special leave shall not be granted, and may not use, accrued sick leave days for the year of such leave.

2. Benefits of Unpaid Special Leave Shall Be Limited to the Following:

- a. While on leave, the teacher may continue to participate in the district insurance plan for the duration of the leave if he/she pays all premiums and the carrier permits his/her continued participation.
- b. Upon return from the leave, the teacher shall be guaranteed a position in the district for which, in the Board's judgment, the teacher is qualified in accordance with state educator licensure law.
- c. The teacher shall be permitted to retain all unused sick leave accrued as of the start of the leave.
- d. Provided that the teacher complies with all of the conditions of the leave, the teacher's tenure status shall not be impaired by virtue of the leave.
- e. The teacher shall not receive experience credit for salary advancement for any year in which unpaid leave is taken unless the teacher teaches at least one hundred and twenty (120) days.

12.6 SABBATICAL LEAVE

A. Introduction

Continued study and professional growth is essential for all teachers. It is recognized that the granting of sabbatical leave is discretionary with the Board. It is intended that the establishment of a policy for granting sabbatical leaves shall be a means whereby teachers shall have added opportunity for attainment of knowledge and skills that shall result in the further improvement of instruction.

B. Purpose

Application for sabbatical leave may be made for one (1) of two (2) purposes:

1. Study

Requests for study shall include the areas of study to be pursued and the institution at which work shall be taken.

2. Travel

Requests shall include an itinerary of the proposed tour. Reports shall be filed with the Superintendent as required.

C. Qualifications and Application

In order to be considered for a sabbatical leave, applicants must:

1. Complete a total of seven (7) years of teaching experience in the district.
2. Submit a request for sabbatical leave for the ensuing school year to the Superintendent in writing prior to February.

D. Stipend

Compensation to the recipient of a leave shall be as follows:

1. Sabbatical leave stipend is to be based on the salary that the recipient would receive for usual professional services during the period of absence.
2. A stipend of fifty percent (50%) of contractual pay shall be allowed to a teacher granted a sabbatical leave. However, such salary shall not be

less than the minimum provided by Section 24-8 of the Illinois School Code.

3. The stipend shall be paid by check on the regular payroll schedule.
4. The only benefits a teacher on sabbatical leave shall receive, in addition to the stipend, are the Board contribution to insurance coverage and the Board payment of the contribution to the Teachers' Retirement System. These Board contributions are computed on the salary such teacher received for the year immediately prior to the leave. The teacher shall not be eligible for tuition reimbursement.
5. While on leave, the recipient shall neither accrue nor be charged for sick leave.

E. Obligation of Recipient to District

Teachers accepting a sabbatical leave shall do so with the understanding that:

1. The teacher agrees in writing to continue in the employment of the district for a minimum of two (2) school years after completion of the leave.
2. If, for reasons other than illness or incapacity, the teacher does not complete a minimum of two (2) years of professional service to the district upon completion of the sabbatical leave, the recipient of the leave agrees to reimburse the district for a portion of the stipend. Reimbursement shall be that portion of the stipend as the relationship of the uncommitted time bears to two (2) years.
3. The person on leave shall not engage in any activity unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. This does not preclude the acceptance of a grant or scholarship.

F. Number of Leaves and Priority

In the event several qualified applicants request sabbatical leaves, the following rules shall apply:

1. No more than two (2) sabbatical leaves shall be granted annually. Administrative personnel are not included in this quota.
2. Priority

- a. First priority shall be based on total years of professional teaching service in District 74.
 - b. Second priority shall be based on total years of professional teaching service.
3. In the event applications for leave exceed the number of leaves to be granted, unsuccessful applicants shall receive top priority for leaves during the following year.

G. Other Considerations

1. A minimum of seven (7) years must elapse between sabbatical leaves.
2. Consideration shall be given to requests for a leave lasting one-half (1/2) of the school year, providing:
 - a. The previously stated qualifications are met, and
 - b. That a suitable replacement can be obtained for one-half (1/2) year. A recipient receiving a one-half (1/2) year leave must complete seven (7) years' service prior to becoming eligible for another year.

H. Return from Sabbatical Leave

A teacher who is on an approved sabbatical leave must notify the Superintendent by February 1st of his/her intention to return to the district the following school year.

12.7 VOLUNTARY SICK LEAVE TRANSFER

On a voluntary basis, a teacher may donate one or more of his/her paid sick leave days, in full-day increments only, to a teacher who has experienced a catastrophic personal illness or injury or other extraordinary life-altering event and who has exhausted his/her own sick leave days. A teacher is permitted to receive donated sick days only once during his/her career in the District. This benefit is not available in any circumstance where the transfer of sick leave days would cause an excess sick leave contribution or penalty payment to TRS or any other additional expense for the Board.

The decision as to whether a particular teacher's circumstance qualifies for this benefit is solely up to the Union. The Union is solely responsible for gathering and reviewing any substantiation of need from the requesting teacher. The Union is also responsible for notifying teachers of a qualifying circumstance, requesting the donation of sick leave days and of notifying the Superintendent or designee in writing

of the intended recipient and the number of days donated by each teacher. The Administration's only role in administering this benefit is to receive the Union's list of the number of days donated by each teacher, deducting sick leave from said teachers and paying the donated days to the recipient teacher.

In no event shall any one teacher receive more than thirty (30) donated sick leave days during the course of his/her employment with the District. If more teachers offer to donate their sick leave days than the recipient teacher requires, the Union will determine which teachers will actually make the donation. Teachers who donate a sick day(s) understand these days have been donated to another and cannot be used or recouped by the donor in any way. Any teacher receiving donated days must use the days; such donated days do not accumulate.

As this is a Union-administered benefit, this Section 12.7 is not subject to the grievance and arbitration procedure of this Agreement, except that the Union may file a grievance if the Board fails to meet its "only role in administering this benefit." Furthermore, to the extent any teacher or any other person brings a grievance, charge, claim, demand, or cause of action against or otherwise attempts to hold liable the District, its Board of Education, its Board members or officers, or any of its employees, agents, representatives, or successors ("Indemnified Parties") for any act or omission arising from, related to, or connected with this voluntary sick leave transfer benefit, the Union will indemnify and defend any and all Indemnified Parties, including but not limited to attorney's fees of the Indemnified Party(ies).

ARTICLE XIII— SALARY SCHEDULE PLACEMENT

13.1 CREDITABLE PRIOR EXPERIENCE

- A. A maximum of ten (10) years of teaching experience outside the district may be credited in the placement of new personnel on the salary schedule.
- B. Initial placement on the salary schedule shall be upon the recommendation of the Superintendent.
- C. Credit may include education experience other than teaching per se.

13.2 HORIZONTAL MOVEMENT

Teachers' horizontal movement on the salary schedule will be determined and applied each September 1 and February 1 based on preapproved courses and documentation on file with the Superintendent on those dates.

A teacher who has been at the bottom of a salary class for more than one year (*i.e.*, cannot advance further vertically within the class) and who later achieves horizontal movement by means of additional education will advance one class horizontally but will not be moved vertically, except the teacher may also move one step vertically if the horizontal movement occurs at the end of a school year and the teacher would otherwise be eligible for vertical advancement.

Horizontal placement on the salary schedule shall be as follows:

- A. **Class I** shall consist of teachers holding a bachelor's degree.

Additionally, any teacher who, as of the end of the 2016-2017 school year, has District 74 Professional Development (D74PD) credits that can be applied beyond Class I is entitled to advance to Class II (one class movement only) if, by the end of the 2018-2019 school year, they have earned at least a bachelor's degree plus 16 semester hours, of which a maximum of four D74PDs can be substituted for a semester hour each.

- B. **Class II** shall consist of teachers holding a bachelor's degree plus sixteen (16) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class II under a prior collective bargaining agreement.

Additionally, any teacher who, as of the end of the 2016-2017 school year, has District 74 Professional Development (D74PD) credits that can be applied beyond Class II is entitled to advance to Class III (one class movement only)

if, by the end of the 2018-2019 school year, they have earned at least 36 semester hours, of which a maximum of 12 D74PDs can be substituted for a semester hour each.

- C. **Class III** shall consist of teachers holding a master's degree or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class III under a prior collective bargaining agreement. Any hours taken prior to receiving a master's degree shall not be carried over for movement to Class IV or Class V.

Additionally, any teacher who, as of the end of the 2016-2017 school year, has District 74 Professional Development (D74PD) credits that can be applied beyond Class III is entitled to advance to Class IV (one class movement only) if, by the end of the 2018-2019 school year, they have earned at least a master's degree plus 16 semester hours, of which a maximum of six D74PDs can be substituted for a semester hour each.

- D. **Class IV** shall consist of teachers holding a master's degree plus sixteen (16) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class IV under a prior collective bargaining agreement.

Additionally, any teacher who, as of the end of the 2016-2017 school year, has District 74 Professional Development (D74PD) credits that can be applied beyond Class IV is entitled to advance to Class V (one class movement only) if, by the end of the 2018-2019 school year, they have earned at least a master's degree plus 32 semester hours, of which a maximum of 12 D74PDs can be substituted for a semester hour each.

- E. **Class V** shall consist of teachers holding a master's degree plus thirty-two (32) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class V under a prior collective bargaining agreement.

- F. **Class VI** shall consist of teachers holding a doctoral degree (*i.e.*, PhD or EdD) or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class VI under a prior collective bargaining agreement.

Additionally, any teacher who, as of the end of the 2016-2017 school year, was in Class V and had more than 32 semester hours has until February 1, 2020, to advance to Class VI with a master's degree plus an additional sixty (60) semester hours. Teachers may not use any D74PDs in place of semester hours to make the move from Class V to Class VI.

13.3 VERTICAL PLACEMENT/MOVEMENT

The vertical placement on the salary schedule indicates an individual's position on the vertical scale and does not necessarily reflect a teacher's years of experience. Vertical movement on the salary schedule is not automatic and is contingent upon continued teaching efficiency and evidence of professional growth satisfactory to the Superintendent and the Board. A new teacher who begins teaching after the beginning of the school year must complete at least one hundred twenty (120) school days to receive experience credit for advancement on the salary schedule the following year.

ARTICLE XIV - COMPENSATION OTHER THAN SCHEDULED SALARY

14.1 COMPENSATION FOR EXTRA DUTIES

- A. Additional compensation may be allowed by the Board, based upon recommendations made by the Supplementary Salaries Committee.
- B. The Supplementary Salaries Committee shall consist of one (1) member of the Union, the Superintendent or his/her representative, and the principal of the building where the extra-curricular services or responsibilities shall occur. The Committee shall meet at least once during the months of March or April. It may meet as often as necessary. The Superintendent or his/her representative shall call meetings and prepare an initial agenda.
- C. The Committee shall:
 - 1. Annually evaluate all existing administrative supervisory and extra-curricular services performed by teachers.
 - 2. Consider proposals for the addition of such services or programs.
 - 3. Make recommendations to the Board concerning the addition, elimination, or modification of the services programs.
 - 4. Make recommendations to the Board concerning pay for administrative, supervisory, and extracurricular services performed by teachers.
- D. Each Extra-Duty Stipend shall be increased by 3% per year of this Agreement.

14.2 LONGEVITY STIPEND

Each year, teachers in Class III or higher who have completed a year of teaching at the last step in their respective salary class will receive a longevity payment of \$800, in lieu of vertical advancement. This longevity stipend shall accumulate for each additional year the teacher is employed in the District after the longevity stipend is initially received.

ARTICLE XV - FRINGE BENEFITS

15.1 ELIGIBILITY OF PART-TIME TEACHERS

Any teacher employed for more than one-half (1/2) time, who subsequently is reassigned involuntarily to a position for one-half (1/2) time or less, is entitled to receive fringe benefits for which he/she is eligible under the applicable District plans on a pro rata basis.

15.2 LIFE INSURANCE

The Board shall pay the premium for term life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time teacher who has completed one (1) year of service with the district. Teachers may purchase additional life insurance in blocks of ten thousand dollars (\$10,000), provided total life insurance coverage does not exceed two hundred-fifty percent (250%) of a teacher's base salary. This life insurance benefit is subject to age-based reductions as dictated by the policy.

15.3 LONG TERM DISABILITY INSURANCE

The Board shall pay the total premium for long term disability insurance for all full-time teachers.

15.4 HOSPITAL, MAJOR MEDICAL AND DENTAL INSURANCE

Teachers may participate in the district's group hospital, major medical and dental insurance plans. The provisions covering that participation are:

- A. For the 2017-2018 school year, seventy percent (70%) of single or family membership shall be paid by the Board toward the hospital and major medical insurance coverage for all full-time teachers. In each subsequent year of this Agreement, the Board shall pay 70% of any increase in the cost of hospital and major medical premiums up to a 6.5% premium increase over the prior year, and the Board and the employee shall split any premium increase in excess of 6.5% over the prior year on a 50/50 basis. In any year in which an increase in premium costs exceeds 6.5%, the Board's contribution rate shall be recalculated and shall continue at that percentage unless and until there is another increase in premium costs in excess of 6.5%, at which point the Board's contribution rate shall be recalculated again. In the event of less than a 6.5% increase in premium costs, there shall be no recalculations and no carryover to a subsequent year.

For example, suppose premiums in Year 1 were \$500 per month. The Board would pay 70%, or \$350.

Year 2 with 6.5% or Less Increase in Premiums

Suppose the premiums increased by 4% in Year 2, to \$520 per month, the Board would still pay 70%, which would be \$364. The Board would continue paying 70% of premiums and premium increases thereafter unless and until a premium increase exceeds 6.5%.

Year 2 with Greater than 6.5% Increase in Premiums

However, suppose the premiums instead increased by 8% in Year 2 (to \$540 per month), the calculation would work as follows:

- the Board continues to pay 70% of the prior year's premiums (i.e., the same \$350 it paid in Year 1); plus
- for the first 6.5% of the increase in premiums (i.e., the first \$32.50 per month), the Board will pay 70%, or \$22.75; plus
- for the remaining 1.5% increase in premiums (i.e., the remaining \$7.50 per month), the Board will pay 50%, or \$3.75.

This would equal a total Year 2 premium payment by the Board of \$376.50 per month, or 69.7% of the total premium increase. The Board would continue paying 69.7% of premiums and premium increases thereafter unless and until a premium increase again exceeds 6.5%.

- B. Employees may elect health insurance coverage through a Health Maintenance Organization. In such case, the Board shall pay the same percentage amount toward the HMO premium that it pays toward the premium of the district's primary group hospital and major medical plan selected by the Board.
- C. Eighty-five percent (85%) of single and family membership shall be paid by the Board toward the dental insurance coverage for all full-time teachers.
- D. PPO and HMO Benefit Summaries and Plan Documents will be kept on file by both parties.
- E. The parties agree to create a standing "Insurance Committee" comprised of two (2) members appointed by the LTA, two (2) members appointed by the LSSU, and four (4) members appointed by the Board. The Committee will regularly meet (in no event less than once each school year) to review and analyze the District's Major Medical Insurance Plan and to consider ways to reduce premiums and contain insurance costs. The Committee will work collaboratively with the Board, the Business Manager, and available human resources (such as the District's insurance consultants) to obtain information

necessary to make decisions regarding possible changes and options to the Plan to contain premium costs. The Committee may, upon majority vote (and ensuing approval by the Board, the LTA, and the LSSU) agree to change the Plan (including but not limited to changing Plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers) to reduce costs and premiums. If it appears that premium rates will increase for any of the HMO or PPO coverages by 6.5% or more from one plan year to the next, the Committee will meet and use all good faith efforts to approve ways to reduce such premium increases for that coverage to less than 6.5%. If the Committee is unable to approve such changes, or the parties do not approve such changes, any premium increases in excess of 6.5% will be split equally between the Board and the employee.

- F. If federal health care reform legislation or new regulations developed in connection with that legislation will impose additional costs or taxes on the School District because of the provisions in Section 15.4 during the term of the contract, the parties agree to meet, either directly or through the Insurance Committee, and negotiate plan design changes or other changes in other health plan terms, sufficient to avoid such additional costs or taxes.

15.5 SALARY REDUCTION PLAN

The Board shall maintain a salary reduction plan that meets the 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.

A teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amount specified. The total amount elected shall be deducted from the 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 of the plan year, teachers wishing to participate shall designate in writing 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 deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined by Section 213 of the Internal Revenue Code up to the amount permitted by the Code.

- C. \$_____ Reimbursement for dependent care assistance as defined by Section 129 of the Internal Revenue Code up to the amount permitted by the Code.
- D. \$_____ Premium for group term life insurance equal to the nearest thousand dollars of salary up to the limit of insurance carried by the employee.

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

15.6 INSURANCE COVERAGE FOR RETIRED TEACHERS

Subject to the limitations below, the Board will pay one of the following benefits, at the teacher's election, for any full-time teacher who retires through TRS and who has taught in District 74 for at least fifteen (15) years at the time of retirement:

- A. Single premium cost for TRIP insurance, up to a maximum of \$5,000 annually, until the teacher/retiree becomes Medicare-eligible; or
- B. A lump sum post-retirement payment of \$35,000, subject to applicable taxes, to be paid in January following the year of the teacher's retirement.

15.7 PAYMENT FOR UNUSED SICK LEAVE

A teacher retiring at age fifty-five (55) or older shall receive fifty dollars (\$50.00) per day for each unused sick day above three hundred-forty (340). This amount shall be added to the teacher's final paycheck and considered part of the teacher's final year's salary, but only to the extent it does not cause the teacher's creditable earnings in the final year to increase more than 6% over the prior year. Teachers who elect a retirement incentive under Section 15.14 are not eligible for this benefit.

15.8 RETIREMENT STIPEND

Teachers who retire through the Illinois Teachers' Retirement System (TRS) and who have taught in District 74 for ten (10) or more years, shall receive a stipend of three hundred dollars (\$300) for each year of employment in the District 74 in excess of ten (10) years and two hundred dollars (\$200) for each year of employment in District 74 in excess of twenty (20) years. Such stipend shall be added to the teacher's final paycheck and considered part of the teacher's final year's salary. Teachers who elect a retirement incentive under Section 15.14 are not eligible for this benefit.

15.9 PROFESSIONAL WORK LOG

The Board may require the participation of teachers in administratively approved committees or work groups during non-contractual work hours, or to perform additional responsibilities not specifically included in the Extra Duty Schedule during non-contractual work hours, provided that, after 7.5 hours of non-contractual work hours in a given school year, the Board will pay the teacher at the District's current hourly curriculum rate. To qualify for compensation, all such hours, including the initial seven and one-half (7.5) hours, (1) must be in activities that are pre-approved by the Superintendent, (2) must be recorded in a Professional Work Log ("Log") by the teacher, (3) must be verified by the committee chair/supervisor/administrator, and (4) must be submitted to the District office by the payout date for the third trimester for payout at the end of the year.

Any work that qualifies for separate payment via stipend or reimbursement or that counts in any way toward advancement on the salary schedule does not qualify as hours worked for purposes of the Log. Attendance at parent-teacher conferences (when counted as part of the school year for teachers) does **not** qualify for the Log. The following do qualify for the Log: Curriculum Committees, Strategic Planning, Staff Development, Curriculum Nights, Open House, Parent Education Nights, Kindergarten orientation, Third-Grade Orientation.

15.10 REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

Teachers may attend administratively pre-approved professional development workshops or other similar activities. Registration for such pre-approved activities, if applicable, will be reimbursed by the Board. For pre-approved out-of-District workshops, the Board will reimburse for travel, meals, and lodging, in accordance with the Board's policy on reimbursements. Reimbursement is contingent on submission to the Superintendent or designee of documented proof of expenses and verification of successful completion.

To the extent pre-approved workshops occur on a non-work day, a teacher's hours in attendance at the event, excluding travel time, may be included in the teacher's Professional Work Log and will qualify for compensation as dictated by the Professional Work Log provision (*i.e.*, Section 15.9). Such professional development hours are not a basis for movement on the salary schedule.

15.11 PAYMENT AND SALARY ADVANCEMENT FOR NATIONAL BOARD CERTIFICATION

1. Tenured teachers who are in at least Class 3, Level 5 of the salary schedule and who have received an "excellent" rating on their most recent teacher

evaluation may register to achieve certification by the National Board for Professional Teaching Standards (“NBPTS”), at Board expense up to \$2,000.

2. National-Board-certified teachers (whether achieved through the Board-paid program described in the preceding paragraph, at the teacher’s own expense, or at a prior school) in Classes I-IV on the salary schedule will be paid one salary Class higher than dictated by their educational experience. National-Board-certified teachers in Classes V-VI on the salary schedule will receive the salary matching their educational experience, and will receive an annual stipend of \$2,400 each year their National Board Certificate is active.

15.12 TUITION REIMBURSEMENT

Believing that professional study is beneficial both to the teacher and the school system, the Board shall share in the tuition cost of pre-approved courses of study. Tuition shall mean the cost of the course and will not include any other fees associated with enrollment at the school or university.

At least one month before the start of a program or course, a teacher who wishes to request tuition reimbursement must submit a written request (which must include a description of the course or program) for approval to the Superintendent or his/her designee. If the request is approved, the teacher will receive tuition reimbursement as set forth below for:

- a. an accredited graduate degree program or post-graduate coursework in an instructional, content-specific area;
- b. an accredited undergraduate degree program in a hard-to-fill area, which may include, but is not limited to, special education, Spanish, ELL, ESL; or
- c. accredited undergraduate coursework leading to an additional endorsement or satisfying a pre-requisite course that must be taken to proceed with another approved program.

The approval or denial under this section of any coursework or of any program is non-precedential and is not subject to the grievance procedures of this contract. A school year is considered from September 1 to August 31.

Upon submission of official transcript(s) and receipts(s) for pre-approved courses and expenses in writing by the Superintendent or designee, the teacher shall be reimbursed for the tuition cost of such course(s) as follows:

- A. Fifty percent (50%) reimbursement for teachers with one (1) to three (3) completed years of service in the district. A teacher is eligible for

reimbursement of any course that concludes after July 1 of the first year of service.

- B. Sixty percent (60%) reimbursement for teachers with four (4) to ten (10) completed years of service to the district.
- C. Seventy-five percent (75%) reimbursement for teachers with eleven (11) or more completed years of service to the district.

A maximum of two hundred dollars (\$200.00) a year may be used to cover textbooks and/or other required materials for pre-approved courses.

All courses shall be from institutions accredited by the North Central Accreditation Association or its equivalent.

If a teacher voluntarily terminates his/her employment in the district, he/she shall repay the reimbursement received during the last school year.

Teachers who meet the criteria under this Section 15.12 are eligible to request tuition reimbursement, regardless of whether they are eligible for salary class advancement.

15.13 TRANSPORTATION

- A. The current IRS rate shall be allowed a teacher who is authorized to drive his/her private automobile on school business within a radius of two hundred (200) miles from the district. Beyond two hundred (200) miles, reimbursement shall be the same as that charged for airline or railroad passage. All requests for mileage reimbursement shall be submitted to the Superintendent or designee for pre-approval.
- B. All necessary expenses of attending conventions shall be submitted to the Superintendent or designee for pre-approval, and payment shall be made only after review and verification.

15.14 SERVICE RECOGNITION BENEFIT

Teachers who retire through the Illinois Teachers' Retirement System (TRS) and who have taught in District 74 for fifteen (15) or more years on the day of retirement shall be eligible to receive a service recognition Benefit (SRB), 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, and provided that the teacher's increases in the years prior to receipt of the SRB will not cause the Board to pay any penalties to TRS resulting from creditable earnings increases in excess of six percent (6%) in the teacher's four (4) years used for the TRS pension calculation.

A teacher choosing to receive the SRB shall not be eligible to receive the benefits referenced in Sections 15.7 and 15.8 of this Agreement. Once an irrevocable notice of intent to retire is received by the District, in no year shall a teacher receive an increase in creditable earnings of more than 6% over his/her prior year's creditable earnings unless pre-approved in writing by the Superintendent.

Further, teachers electing to receive the SRB under this section shall not be eligible to receive additional benefits under Board Policy 5:210 (Supplement to TRS Early Retirement Plan).

In each year that benefits are received under this program, the teacher shall not be paid in accordance with the salary schedule and, in lieu thereof, shall receive a six percent (6%) increase over the teacher's prior year base salary (which shall include any longevity paid to the teacher in the prior year, but which shall not include any further increases to longevity) for a period of up to four (4) school years.

To the extent the retirement benefits described under this Section cause the Board to pay additional penalties to TRS, the Board has the right to reduce the payment of such benefits so that the Board will not incur such penalties.

The parties acknowledge that the statutory threshold for the Board's obligation to pay an excess salary contribution (currently 6%) is currently being discussed by the Illinois General Assembly. The parties therefore agree that if the statutory threshold is legislatively reduced to a point that the creditable earnings increases under the SRB as stated above would require the Board to pay excess salary contributions on those payments, the parties will reopen negotiations regarding the SRB.

ARTICLE XVI - TAX SHELTERING OF TEACHERS' RETIREMENT CONTRIBUTION

The teachers' TRS contribution shall be withheld from the teacher's W-2 and reported accordingly to the Illinois Teachers' Retirement System. The salary schedule shall be annotated as follows:

The above schedule includes a Board contribution (the current mandated amount shall be specified in the annotation) to the Illinois Teachers' Retirement System. No teacher shall receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

The Union and each teacher shall defend, indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this Section. No such claim, demand, action or suit may be settled or compromised by the Union without the written consent of the Board, if such claim, demand or suit adversely affects the Board, its members, its agents and/or its employees.

ARTICLE XVII - NO STRIKE CLAUSE

The Union agrees not to strike, not to engage in work stoppages and not to picket in any manner which would disrupt the operation of any public school in the district or the administrative offices of the Board for the duration of the Agreement and the extension thereof.

ARTICLE XVIII - NEGOTIATIONS PROCEDURE

18.1 GOOD FAITH NEGOTIATIONS

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

18.2 START OF NEGOTIATIONS

The initial meeting between the designated representatives of the Board and the Association shall occur no later than May 1.

18.3 UNION'S RIGHT TO INFORMATION

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the district including the annual financial statement and the adopted budget. In addition, the Board and administration shall grant reasonable requests for other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

18.4 BOARD'S RIGHT TO INFORMATION

The Union shall furnish copies of any pertinent information as reasonably requested by the Board.

18.5 SIGNING OF TENTATIVE AGREEMENTS

During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached.

18.6 REQUEST FOR MEDIATION

If agreement is not reached within forty-five (45) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.

18.7 SELECTION OF A MEDIATOR

When an impasse has been declared, the Federal Mediation and Conciliation Service or American Arbitration Association shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

ARTICLE XIX - EFFECT OF AGREEMENT

19.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

19.2 INDIVIDUAL CONTRACTS

The terms and conditions of this Agreement shall be reflected in individual contracts, if any.

19.3 SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be 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.

19.4 PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

19.5 TERM OF AGREEMENT

When signed by both parties, this Agreement shall become effective, July 1, 2017, and shall remain in effect until June 30, 2021.

Signature page to follow

APPROVED ~~AND SIGNED~~ THIS 30 DAY OF June, 2017.

**Lincolnwood Teachers' Association,
Local 1274, IFT/AFT, AFL-CIO**

By: Stephanie Storkell
Co-President

Date: 9-21-17

**Board of Education of
Lincolnwood School District 74,
Cook County, Illinois**

By: [Signature]
President

Date: 9-21-17

By: Jamie Schenck
Co-President

Date: 9-21-17

Attest

By: [Signature]
Secretary

Date: 9.21.17

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**APPENDIX A
SALARY SCHEDULES**

<i>2017-2018</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	50,860	55,360	60,360	65,360	70,360	74,360
2	51,982	56,482	61,482	66,482	71,482	75,482
3	53,140	57,640	62,640	67,640	72,640	76,640
4	54,324	58,824	63,824	68,824	73,824	77,824
5	55,529	60,029	65,029	70,029	75,029	79,029
6	56,757	61,257	66,257	71,257	76,257	80,257
7	58,008	62,508	67,508	72,508	77,508	81,508
8	59,283	63,783	68,783	73,783	78,783	82,783
9	60,582	65,082	70,082	75,082	80,082	84,082
10	61,905	66,405	71,405	76,405	81,405	85,405
11		67,753	72,753	77,753	82,753	86,753
12		69,126	74,126	79,126	84,126	88,126
13		70,799	75,799	80,799	85,799	89,799
14			77,775	82,775	87,775	91,775
15			79,959	84,959	89,959	93,959
16			82,267	87,267	92,267	96,267
17			84,642	89,642	94,642	98,642
18			87,085	92,085	97,085	101,085
19			89,599	94,599	99,599	103,599
20			92,292	99,773	102,292	106,292
21					105,366	109,366

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

<i>2018-2019</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/Edd
1	50,860	55,360	60,360	65,360	70,360	74,360
2	52,117	56,617	61,617	66,617	71,617	75,617
3	53,399	57,899	62,899	67,899	72,899	76,899
4	54,706	59,206	64,206	69,206	74,206	78,206
5	56,040	60,540	65,540	70,540	75,540	79,540
6	57,400	61,900	66,900	71,900	76,900	80,900
7	58,788	63,288	68,288	73,288	78,288	82,288
8	60,203	64,703	69,703	74,703	79,703	83,703
9	61,647	66,147	71,147	76,147	81,147	85,147
10	63,190	67,690	72,690	77,690	82,690	86,690
11		69,266	74,266	79,266	84,266	88,266
12		70,875	75,875	80,875	85,875	89,875
13		72,518	77,518	82,518	87,518	91,518
14			79,196	84,196	89,196	93,196
15			81,067	86,067	91,067	95,067
16			83,143	88,143	93,143	97,143
17			85,437	90,437	95,437	99,437
18			87,965	92,965	97,965	101,965
19			90,653	95,653	100,653	104,653
20			93,422	100,587	103,422	107,422
21					106,192	110,265

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

<i>2019-2020</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	50,860	55,360	60,360	65,360	70,360	74,360
2	52,192	56,692	61,692	66,692	71,692	75,692
3	53,552	58,052	63,052	68,052	73,052	77,052
4	54,940	59,440	64,440	69,440	74,440	78,440
5	56,358	60,858	65,858	70,858	75,858	79,858
6	57,805	62,305	67,305	72,305	77,305	81,305
7	59,283	63,783	68,783	73,783	78,783	82,783
8	60,791	65,291	70,291	75,291	80,291	84,291
9	62,332	66,832	71,832	76,832	81,832	85,832
10	63,904	68,404	73,404	78,404	83,404	87,404
11		70,084	75,084	80,084	85,084	89,084
12		71,800	76,800	81,800	86,800	90,800
13		73,630	78,630	83,630	88,630	92,630
14			80,582	85,582	90,582	94,582
15			82,661	87,661	92,661	96,661
16			84,874	89,874	94,874	98,874
17			87,230	92,230	97,230	101,230
18			89,693	94,693	99,693	103,693
19			92,287	97,287	102,287	106,287
20			94,963	102,062	104,963	108,963
21					107,756	111,860

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

<i>2020-2021</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	50,860	55,360	60,360	65,360	70,360	74,360
2	52,237	56,737	61,737	66,737	71,737	75,737
3	53,675	58,175	63,175	68,175	73,175	77,175
4	55,176	59,676	64,676	69,676	74,676	78,676
5	56,743	61,243	66,243	71,243	76,243	80,243
6	58,347	62,847	67,847	72,847	77,847	81,847
7	59,987	64,487	69,487	74,487	79,487	83,487
8	61,664	66,164	71,164	76,164	81,164	85,164
9	63,381	67,881	72,881	77,881	82,881	86,881
10	65,137	69,637	74,637	79,637	84,637	88,637
11		71,433	76,433	81,433	86,433	90,433
12		73,270	78,270	83,270	88,270	92,270
13		75,150	80,150	85,150	90,150	94,150
14			82,073	87,073	92,073	96,073
15			84,082	89,082	94,082	98,082
16			86,221	91,221	96,221	100,221
17			88,499	93,499	98,499	102,499
18			90,924	95,924	100,924	104,924
19			93,504	98,504	103,504	107,504
20			96,202	103,226	106,202	110,202
21					109,043	113,147

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.