

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION,

EVERGREEN PARK SCHOOL DISTRICT NO. 124

AND THE

EVERGREEN PARK FEDERATION OF TEACHERS

LOCAL 943

SOUTHWEST SUBURBAN FEDERATION OF TEACHERS

AFT, AFL-CIO

2010 - 2012

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**2010-2011
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ARTICLE I

RECOGNITION

A. Recognition

The Board of Education of School District No. 124, Evergreen Park, hereinafter referred to as the "Board," recognizes the Evergreen Park Federation of Teachers, Council 1250, Local 943, AFT, AFL-CIO, hereinafter referred to as the "Union", as the exclusive bargaining agent for all full and part time certified teaching personnel, including the social workers and certified school nurses, speech/language pathologists, and all school secretaries, instructional aides, media aides, health aides and the Central Junior High office clerk, but excluding the Superintendent and other administrative personnel who are required by State Board Document 1 to hold a type 75 certificate for the performance, full-time or part-time, of their assigned responsibilities, substitutes, all district secretaries, custodial, maintenance and food service employees, all other educational support personnel, and all other supervisory, managerial, confidential and short term employees as defined by the Illinois Educational Labor Relations Act.

B. Scope of Negotiations

The Board agrees to negotiate with the Union on matters of wages, hours, and working conditions, and other mutually agreed upon items.

C. Definition of Bargaining Unit Member

When used hereinafter in this Agreement, the word "bargaining unit member" shall refer to a member of the bargaining unit described in Section A above.

ARTICLE II

MANAGEMENT RIGHTS

A. Board Prerogatives

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, including such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees. The Board shall have and retain the full and exclusive right to hire, fire, assign, promote, demote, layoff, direct discipline, transfer and determine qualifications of employees.

B. Reservation of Rights

It is expressly understood and agreed by the Union that all functions, rights, powers, and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

ARTICLE III

UNION RIGHTS

A. Non-Interference

A bargaining unit member shall remain free to join or participate in any organization representing bargaining unit members without interference or penalty. Any grievance brought under this provision shall be processed before any charge is filed by the Union with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process and any subsequent court appeal have been completed.

B. Information

1. The Union shall be furnished with public, available and assembled information concerning the financial condition of the District or other information requested for negotiations and the proper enforcement of this Agreement.
2. The Union President shall be provided, without charge:
 - a. A copy of the official Board agenda and packet before each regular and special Board meeting, when available, at the same time provided to the Board, and
 - b. A copy of the official Board minutes after approval by the Board, and
 - c. A copy of the official annual budget, and
 - d. A copy of all existing Board policies. Any revisions and/or additions of Board policies shall be provided at least two (2) working days prior to their scheduled introduction at Board meetings.
 - e. A copy of the agenda and official minutes of each Board committee, if available, after approval by the committee
 - f. A copy of all job postings

This information will be sent to the Union President at his/her school. During the summer months, the information will be sent to the President's home.

3. Provided the Board remains a participant in the cooperative, the Union shall be furnished with a copy of the South Suburban Benefit Coop (health insurance plan) minutes as they become available.

C. Facilities

The Union shall have the reasonable use of school equipment, the interoffice mail system, and facilities for the conduct of its business, provided such shall not interfere with the operation of the schools and prior notice and permission have been secured for use of the buildings. Should there be any cost attached to such use, the Union shall pay the reasonable costs.

D. District Directory

1. The Board shall provide bargaining unit members each school year with a directory including names, addresses and telephone numbers of all employees who agree to be listed.
2. Names and addresses of newly hired bargaining unit members shall be provided to the Union with the first payroll after employment in the School District.

E. Issue Review

1. Building Review Team

In an effort to ensure collaboration and open communication, each school will have a Building Review Team to identify, discuss and attempt to resolve issues that involve the atmosphere, climate, conditions or other items that can lead to the improvement of the overall operations of the school.

The Team will consist of the building principal, building representative, and a minimum of three (3) certified and one (1) non-certified bargaining unit members. The building principal and the building representative will select the members of the Team and serve as co-chairpersons.

The co-chairpersons will determine the need for, the dates and the times of Team meetings. Prior to the Team meeting, the co-chairpersons will prepare an agenda that will include the items to be discussed. Meetings are optional, shall be held no more than monthly, and only if there are items to discuss. Team meetings shall be scheduled before or after school hours. Minutes will be taken.

2. District Review Team

In an effort to ensure collaboration and open communication in the District regarding District-level responsibilities, the District will have a District Review Team to identify, discuss and attempt to resolve issues that involve the atmosphere, climate, conditions, school calendar or other

items that can lead to the improvement of the overall operation of the District.

The Team will consist of the Superintendent, one (1) District Office Administrator, at least one (1) building level administrator, one (1) certified bargaining unit member from each of the District's schools, three (3) non-certified bargaining unit members, and one (1) member of the board of education. A District Office Administrator and one of the Union Vice-presidents will select the members of the Team and serve as co-chairpersons.

The co-chairpersons will determine the need for, the dates and the times of Team meetings. Prior to the Team meeting, the co-chairpersons will prepare an agenda that will include the items to be discussed. Meetings are optional, shall be held no more than monthly, and only if there are items to discuss. Team meetings shall be scheduled before or after school hours. Minutes will be taken.

One or more meetings will be scheduled in January or February to review calendar concerns.

F. Insurance Committee

The Insurance Committee shall consist of no less than eight (8) and no more than ten (10) District employees. No less than one-half of the employee members of the Insurance Committee shall be members of the bargaining unit. One (1) member of the Board of Education shall also serve on the Insurance Committee. The Chairperson of the Insurance Committee shall be designated by the Superintendent.

The Insurance Committee will meet at least once during the school year to study insurance options. Meetings shall be called by the Chairperson or by three (3) members of the Committee. If a meeting is called by three (3) members of the Committee, the time and date of the meeting shall be scheduled with the agreement of the Chairperson. The Insurance Committee will be notified of any potential changes in insurance benefits and costs.

The Insurance Committee shall act in an advisory capacity to the Board and the Union for purposes of reviewing the current health insurance plan and the impact of possible changes in benefits or insurance carriers upon the employees and the Board, including any Public Act in the State of Illinois that may require the School District to participate in a health insurance program. The Insurance Committee may make one or more recommendations to the Union and the Board regarding possible changes in benefits or insurance carriers. In the event of a recommendation, the Union and the Board will each designate representatives to review the recommendation(s). The parties acknowledge that Insurance Committee recommendations may be subject to further negotiations between the

Union and the Board before implementation.

This Section shall not be deemed to prevent the Union or the Board from further negotiations during the term of the Collective Bargaining Agreement regarding changes in health benefits or insurance carriers irrespective of the recommendation(s) of the Insurance Committee, or the lack thereof.

In the event that a Public Act in the State of Illinois requires the School District to participate in a health insurance program and the plan includes options for benefits and costs, the Board and the Union agree that the parties will meet to negotiate the specifics of the plan.

G. Availability of Agreement

The Board shall provide each bargaining unit member with a copy of the Agreement upon his/her hiring by the District.

H. No Strike Clause

While this Agreement is in force, the Union will not cause, nor will any bargaining unit member take part in any strike, picketing, work stoppage, sit-down, stay-in, slow-down or other refusal to render full and complete services to the Board, or any curtailment of work or constriction of services, or any activity which would disrupt or interfere in any manner with the operations of the Board.

I. Fair Share Payments

1. Commencing on the effective date of this Agreement, or sixty (60) days after initial employment, and continuing during the term of this Agreement, any bargaining unit member who is not a member ("non-member") of the Union shall pay to the Union annually his/her fair share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required by members of the Union.
2. By July 15 of each year, if available, the Union shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. If the non-member has not made payment to the Union within thirty (30) days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member and pay it to the Union in the same deduction manner as provided in Article VIII, Section H.
3. Non-members who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by

the Union for objecting to the amount of the fair share deduction. Additionally, non-members who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations. Upon any such filing and notice of objection, the amount of the objecting non-members' fair share payments made and to be made shall be placed in an interest-bearing escrow account, pending resolution of the charge, in accordance with the rules and regulations of the Illinois Educational Labor Relations Board.

4. If a non-member declares the right of non-association based either upon bonafide religious tenets or teachings of a church or religious body of which the non-member is a member, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Union. If the affected teacher and the Union are unable to reach an agreement on the matter, the non-member shall select a charitable organization for receipt of the payment from an approved list established by the Illinois Educational Labor Relations Board in accordance with its rules.
5. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any forms of liability, including attorneys' fees incurred, 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 upon any list, notice, certification, affidavit or assignment furnished under any of such provisions.

J. Indemnification

The Board shall provide indemnification and protection for claims, suits and liability against the bargaining unit member that arise in the course of employment in accordance with The School Code and as may be permitted by law.

K. Representation

When any bargaining unit member is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that bargaining unit member's employment or salary, the bargaining unit member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Union present to advise and represent him/her during such meeting.

ARTICLE IV

WORKING CONDITIONS

A. Certified Staff Work Responsibilities

1. Work Day

The teacher work day (including parent teacher conferences) shall be a consecutive six (6) hours and fifty-five (55) minutes. It shall include a forty-five (45) minute duty-free lunch period for elementary teachers and Central Junior High teachers who are not afforded a regularly-scheduled period for team collaboration time. Certified staff assigned to Central Junior High School who are afforded a regularly-scheduled period for team collaboration time will have a thirty (30) minute duty free lunch period. The first ten (10) minutes and last fifteen (15) minutes of the teacher work day shall be free from instructional responsibilities and shall not count toward a teacher's preparation time.

Beginning with the 2011-2012 school year, the certified staff work day will include fifteen (15) minutes added to the beginning of the stated work hours above one day per week for the purpose of Professional Learning Time.

2. Per Diem

Any teacher who is assigned to substitute for a class period during his/her self-directed preparation time, agrees to an additional teaching assignment that requires the teacher to lose his/her self-directed preparation time, duty free lunch period, or works beyond his/her normal workday in order to teach a regularly-scheduled class, shall be compensated at his/her hourly rate, prorated based upon the class assignment. Any teacher assigned a class in addition to or different from his/her own for one (1) class period or more shall be compensated at the prorated hourly rate for the entire duration of such an assignment, prorated based upon the assignment. Such rate shall be calculated as follows:

Per diem rate = annual salary / 182 days

Hourly rate = per diem rate / hours per day

Prorated per diem rate = hourly rate x fraction of the hour(s) that class is in session per day

Example – Teacher MA + 10 with a 40 minute assignment

Per diem rate (pdr) = \$48,200 / 182 = \$264.84

Hourly rate = \$264.84 / 6.167 hours/day = \$42.94

Prorated pdr = \$42.94 x .667 = \$28.64

3. Work Year

The work year shall consist of a maximum of 182 days, 183 for new certified staff (certified staff not employed in the previous year.) New certified staff will also be expected to attend a maximum of 7 hours after school new certified staff orientation activities. These days are the legally-required number of pupil attendance days, up to five (5) institute days and one (1) clerical day. On the clerical day, certified staff will be given a minimum of five (5) consecutive hours to be used as self-directed clerical time. The building principals / administrative staff shall endeavor to keep clerical days as free of meetings as possible. Student placement meetings and emergency I.E.P. meetings may occur during self-directed clerical time.

The first day of the school year will be the first institute day. On this day, certified staff will be given a minimum of three consecutive hours to be used as self-directed classroom preparation. The official school calendar will reflect an additional five (5) days designated as emergency days.

4. Professional Responsibility

The Union recognizes that the above amount of time does not cover all professional responsibilities, including staff and curriculum work and occasional attendance at school and PTA-sponsored functions. The Union further recognizes that it has a responsibility to encourage participation on behalf of each teacher in both committee work and evening programs for school related purposes.

5. Committee Work

All teachers shall be encouraged to participate in committee work. Recognition shall be given for those teachers who volunteer for and/or participate in such committee work.

6. Teacher Meetings

All teachers will be required to attend one forty-five (45) minute teachers' meeting per month. This meeting shall be a regularly scheduled meeting held either before or after school. The schedule for each building's meetings will be developed during the first two (2) weeks of the school year. If a meeting falls on a day that school is not in session, the meeting will be rescheduled. If the principal does not convene a meeting, the teachers will then be expected to work on other activities that are related to their job.

This subsection will no longer be applicable beginning with the 2011-2012 school year and the implementation of Professional Learning Time.

7. Preparation Time Certified Employees

- a. Each certified staff member shall have an amount of self-directed preparation time, (preparation time is used for planning for instruction and meeting the needs of students) of not less than 230 minutes per five (5) day work schedule, exclusive of the time before and after the student attendance day. Time in excess of 200 min. per five day work week may be used for planning parent communication and contact, consultation time with other staff members, IEP meetings and staff development. Such time may not be used for recess, study hall, lunch duty, detention, internal substitution or other supervisory duties.
- b. As feasible, preparation time shall be evenly distributed throughout the work schedule.
- c. Selected teachers at Central Junior High School, in addition to self-directed preparation time of not less than two hundred (200) minutes per five (5) day work schedule, shall be provided team collaboration time equivalent to one (1) period per normal school day to be used for, but not be limited to, planning with resource teachers, grading, assignment work, staff and consultation time, collaboration time with other staff members, I.E.P. meetings, and instructional purposes, if necessary. The Principal shall endeavor to maintain such time as free as possible from I.E.P. meetings and internal substitution.
- d. Preparation time for part-time certified employees will be provided on a pro-rata basis.

8. I.E.P. Meetings

I.E.P. meetings shall normally be held during the regular teacher work day and a substitute, when necessary, shall be provided. When an I.E.P. meeting scheduled during a teacher's work day results in a loss of the teacher's individual preparation time, the teacher shall be compensated-at his/her prorated hourly rate (loss of individual preparation time must exceed a minimum of ten (10) minutes and shall be prorated in ten (10) minute increments). If an I.E.P. meeting is scheduled beyond the teacher work day or during the summer recess, a teacher who attends such I.E.P. meeting shall be compensated at the pro-rated hourly rate.

B. Working Conditions Non-Certified Staff

1. Job Description

A job description will be made available upon employment for each non-certified position that identifies the duties, tasks and/or other special requirements for the job. The immediate supervisor will be identified by title. The union will have input into the development of the job descriptions but the administration will have the final authority on the content.

2. Work Hours/ Work Year

a. Media Aide

The work day will consist of seven (7) hours and thirty (30) minutes for all full-time media aides, including an unpaid thirty (30) minute duty free lunch period. There shall also be one paid fifteen (15) minute break which may be combined with lunch if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for media aides is defined as 200 work days. The work year will begin earlier than 15 days prior to the first day teacher attendance day and conclude no later than ten (10) work days after the last teacher attendance day. These days may be flexible as agreed to with the media / technology coordinator and the approval of the superintendent.

Summer hours may vary, but the total number of hours per week will remain the same.

b. Instructional Aides

The work day will consist of six (6) hours and fifty-five (55) minutes for all full-time instructional aides, including an unpaid thirty (30) minute duty free lunch period. There shall be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for instructional aides will consist of 176 days.

c. Health Aide / Clerical Aide

The work day for full-time Health Aides will consist of seven (7) hours. The work day for full-time clerical aides will be seven hours and 30 minutes. The work day for full-time Health Aides and full-time clerical aides includes an unpaid thirty (30) minute duty free

lunch period. There shall be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for health aides / clerical aides is defined as 182 work days. The schedule shall normally consist of six (6) work days prior to the first day of student attendance and conclude the last student attendance day. These days may be flexible as agreed to with the building principal and the approval of the superintendent.

Summer hours may vary, but the total number of hours per week will remain the same.

d. School Secretaries

The work day will consist of eight (8) hours for all full-time elementary school secretaries. The Junior High School secretary work day will consist of eight (8) hours and thirty (30) minutes. The work day for all full-time secretaries includes an unpaid thirty (30) minute duty free lunch period. There shall also be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 a.m. and 1:30 p.m. except when extraordinary circumstances prevent it.

The work year for elementary school secretaries is defined as 200 work days. The work year for elementary school secretaries will not begin earlier than 15 work days prior to the first teacher attendance day and will end no later than ten (10) work days after the last teacher attendance day. The work year for Central Jr. High school secretaries is defined as 210 work days and will not begin more than (7) work days prior to the elementary secretaries and conclude beyond seven (7) work days after the elementary school secretaries' finish. These days may be flexible as agreed to with the building principal and approved by the superintendent.

Summer hours may vary, but the total number of hours per week will remain the same.

3. Holiday Pay

In addition, the district will pay all non-certified employees covered by this Agreement for eleven (11) paid holidays at the regular rate of pay.

4. Probationary Period

All new non-certified employees shall be hired on a probationary basis for a period of ninety (90) days on the job, exclusive of Saturdays, Sundays,

holidays, days absent due to injury, illness (sick days), personal business days and days without pay. During the probationary period the non-certified employee may be disciplined or discharged without recourse. The Board has a right to extend the probationary period for an additional sixty (60) days. The non-certified probationary employee will be evaluated at least once during this time period.

5. Just Cause Discipline

A non-probationary non-certified employee may be suspended without pay and/or dismissed only for just cause.

C. Vacancy

1. A vacancy shall be defined as any current or newly created teaching, extra-curricular, stipend, or non-certified staff position within the bargaining unit. A position shall not be interpreted as a vacancy if that position is one which will not be filled.

2. The Board shall post a notice of established and available vacancies on each school bulletin board ten (10) days prior to filling such vacancy. The required number of days for posting will be reduced (no less than three days) as necessary to fill positions that occur immediately prior to school starting or during the school year. Notice of vacancy will also be posted on the District's web site. A notice of the posting on the District's website will be sent to bargaining unit employees through the District's e-mail system.

This subsection shall not be applicable to the second position that becomes vacant as a result of a series of transfers. After a series of transfers is completed, any vacancy unrelated to the series of transfers shall be posted.

3. By February 1 of each school year of this Agreement, a bargaining unit member will submit a written statement if interested in a transfer to another building, grade level, or new assignment. The statement shall be addressed to the Superintendent with a copy to his/her building principal.

4. Bargaining unit members who apply for a vacancy will be granted an interview for that vacancy provided, however, that the bargaining unit member holds the certification or licensure required for the position. If a bargaining unit member applies for a posted vacancy and is rejected, the bargaining unit member may request that the reason for the rejection be given in writing.

5. Any bargaining unit member who wishes to be informed of vacancies which become available after the close of the school year may request

that notice of such vacancies be mailed to his/her home address and shall provide the District Office with two (2) or more stamped self-addressed envelopes for this purpose.

D. Transfers

1. Voluntary

A noncertified employee who voluntarily transfers to a new category of position will be given credit on the salary schedule commensurate with appropriate relevant experience as determined by the Superintendent.

2. Involuntary

- a. For purposes of this subsection, an involuntary transfer is defined as a change in the building to which a bargaining unit member is assigned. This subsection shall not apply in cases where a program or class is moved to another building.
- b. The administration will endeavor to avoid involuntary transfers. In the event of an involuntary transfer, a teacher's experience will be considered.
- c. Prior to the involuntary transfer of a new teacher, the Administration will solicit volunteers and review and consider the last available written statements of interest in other District positions submitted by District employees under Section C Vacancy; however, the Administration will not be required to transfer a volunteer.
- d. A non-certified employee who is involuntarily transferred will suffer no loss in pay. If the employee's involuntary transfer includes a change in category of position, s/he will be placed on the step that is closest to, without being less than their current rate.
- e. The Board shall accept the resignation of a teacher who is involuntarily transferred. The teacher shall submit his/her written resignation to the Superintendent of Schools. The resignation shall become effective not earlier than thirty (30) days after delivery to the Superintendent, without penalty.

E. Evaluations

1. Certified Evaluations

Evaluations shall be performed for all teachers subject to the following procedures:

- a. Evaluation is an ongoing process and includes expedient communication between the evaluator and the teacher of formally and informally observed performance and suggestions for improvement.
- b. All formal observations of a teacher shall be conducted openly. Teachers will be notified in advance of a formal evaluation not later than the end of the previous work day.
- c. A formal evaluation shall include a classroom observation of not less than thirty (30) minutes.
- d. Each full time tenured teacher will be formally evaluated in writing at least once every two (2) years.
- e. Each non-tenured teacher will be formally evaluated in writing twice each year during the first four (4) years of employment. Each formal evaluation shall be based upon at least one (1) observation.
- f. Within two (2) months after the beginning of each school term, the evaluator shall acquaint teachers under his/her supervision with the teacher evaluation procedures, standards, and instruments to be used.
- g. Formal evaluation will include a conference, held within fifteen (15) work days of the latest formal observation, between the evaluator and the teacher, at which time a copy of the written evaluation will be given to the teacher.
- h. Any teacher who disagrees with an evaluation in part or whole shall have the right to attach a rebuttal within thirty (30) work days from the formal evaluation conference.
- i. The evaluation instrument shall remain in full force and effect for the duration of this Agreement or until a revision is prepared by a committee of teachers and administrators. The parties understand and acknowledge that the evaluation ratings of teachers required by the evaluation instrument are not subject to the grievance and binding arbitration procedures set forth in Article VI of this Agreement.

2. Non-Certified Evaluations

Evaluations shall be performed for non-certified bargaining unit members subject to the following procedures:

- a. All non-certified bargaining unit members who have worked for the district less than three (3) years in the same position

will be evaluated annually. All other employees will be evaluated at least once every three years. All copies of the written evaluation will be signed and dated by the employer and employee indicating that the evaluation has been discussed but not necessarily agreed to. A copy of the evaluation will be put in the employee's personnel file. All evaluations will be conducted by the school principal with input by teachers and district administrators when applicable.

- b. Within two (2) months after the beginning of the school term in which the employee is to be evaluated, the evaluator shall acquaint employees under his/her supervision with the support staff evaluation procedures, standards, and instruments to be used.
- c. Formal evaluation will include a conference between the employer and the employee, at which time a copy of the written evaluation will be given to the employee. The evaluation conference must be completed by April 15. If an employee receives an unsatisfactory evaluation, a remediation plan will be developed and implemented by the evaluator. If a non-probationary employee receives a remediation plan, the duration of the employee's remediation period will not exceed forty-five (45) days.
- d. Any employee who disagrees with an evaluation in part or whole shall have the right to attach a rebuttal within thirty (30) work days from the formal evaluation conference.

F. Reduction in Force

1. Certified Staff

In the event a reduction in force shall be determined by the Board to be necessary, the following procedures shall be used:

- a. It is recognized that positions within the District require various certificates and academic qualifications as proper credentials to hold a given position. The reduction in force process assumes that the teachers remaining on staff after reduction have the proper certificates and academic qualifications to hold the positions deemed necessary by the Board.
- b. Non-tenured teachers shall be reduced in force prior to tenured teachers, provided no tenured teacher is qualified to fill a position currently held by a non-tenured teacher.
- c. Seniority for all teachers shall be determined according to the Illinois School Code.

2. Non-Certified Staff

If full-time employees are removed or dismissed as a result of a decision by the Board to either decrease the number of employees or to discontinue a particular type of educational support service, written notice, together with a letter of honorable dismissal and the reason therefore, shall be given the employee by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the non-certified employee is removed or dismissed, or as may be otherwise permitted by the Illinois School Code as may be amended from time to time. Reductions shall be made in reverse order of seniority within the separate categories as set forth in Article V, Section B.

A non-certified staff member subjected to a reduction in force shall be offered a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position. If the employee previously held the position, the Administration will presume that the employee is qualified unless the required credentials or qualifications have changed. If the Administration determines either that the employee subjected to the reduction is not qualified or cannot perform the essential functions of the position, subsection 3 below shall be applicable.

3. Recall Rights

- a. Recall rights shall apply only to tenured teachers and full time non-certified bargaining unit employees.

In the case of certified employees, if a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a certified staff reduction, the Board shall first offer re-employment to the certified employees laid off (by certification in the reverse order of the reduction).

In the case of non-certified employees, if a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a non-certified staff reduction, the Board shall first offer re-employment to the non-certified employee laid off (first by category; second by offering a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position) in the reverse order of the reduction.

A bargaining unit member so recalled shall not be deemed to have suffered a break in employment as a result of the RIF, but the bargaining unit member shall not accrue any benefits, including seniority, for the period of the reduction.

- b. Notice of recall shall be sent to a bargaining unit member by certified mail (return receipt requested) to the last address submitted to the Board by the bargaining unit member. The bargaining unit member must notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the bargaining unit member during the recall period. Any bargaining unit member who fails to notify the Board of his/her acceptance or rejection of a tendered position with the time lines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. A bargaining unit member's recall rights will be extinguished once he/she accepts or rejects any tendered vacant position.

G. Assignments

1. The Board shall notify each certified bargaining unit member of his/her tentative assignment for the next school year no later than five (5) days prior to the last day of student attendance.
2. For any change requiring physical relocation, a certified bargaining unit member shall be entitled to one (1) day of wages for work performed outside the certified bargaining unit member's work year to facilitate the change. If the change occurs during the work year, the Board may provide a substitute to facilitate the move.
3. Every effort will be made to notify non-certified employees of their work assignments for the following school year by June 1. It is understood that instructional aides may need to be tentatively scheduled due to the fact that these assignments are based on need.

H. Summer School Assignment

1. Notice of availability of summer school positions, and assignments to same, shall be made as early as possible. Preference in filling positions in the summer school program shall be given to bargaining unit members in the District. When there are more applicants for the summer school program than available positions, preference will be given to District employees based on the following in descending order of importance: (1)

bargaining unit members who worked in the summer school program the previous summer; and (2) District seniority.

I. Mentor Program- Certified Teaching Staff

1. Teachers new to the district will be assigned a mentor if there is an available volunteer. The selection of a mentor teacher will be from the teaching staff in the building where the new teacher is assigned. This is a voluntary assignment.
2. Certified Teachers are encouraged to volunteer as a mentor. A teacher seeking to volunteer as a mentor should complete a District application to serve as a mentor for the next school term prior to the last day of the current school term.
3. A mentor will receive a stipend of \$400.00 per assignment. If a special teacher (special education, art, music, or P.E.) is assigned more than one mentor, the mentors shall share the stipend equally. A mentor will receive one (1) Professional Day per mentor assignment. The mentor shall submit a Professional Day Request to the building principal. Professional Day Requests shall be subject to the approval of the Superintendent or designee. The Professional Day shall be used during the school term that the teacher serves as a mentor.
4. The administrator in charge of the mentor program will notify the mentor in writing of his/her appointment. These appointments will be made two weeks prior to the start of school when possible. Late hires will require late assignments.
5. Mentors are responsible for completing assigned tasks in the mentoring handbook.

J. Personnel Files

1. Only one official file shall be kept for each bargaining unit member, and it shall be kept in the district office. However, required medical and criminal background investigation information shall be maintained separately from the file.
2. Bargaining unit members shall be entitled to view their personnel file. Inquiries shall be made not less than one (1) working day before the time requested.
3. The bargaining unit member shall review his/her file in the presence of the Superintendent or designee. The bargaining unit member is entitled to have a Union representative with her/him. Photocopies of material placed

in the file may be made available to the bargaining unit member free of charge.

4. Each bargaining unit member's personnel file shall contain information relevant to his/her years of service in the District. The bargaining unit members and the District shall each have the following responsibilities:
 - a. Bargaining Unit Member Responsibility
 - (1) To submit required medical information (including T.B. report)
 - (2) To submit official transcripts and grade reports of all undergraduate and graduate work and certification.
 - b. District Responsibility
 - (1) Bargaining Unit Member evaluation reports
 - (2) Copies of contracts/notification of re-employment
 - (3) Copies of supplemental duty contracts
 - (4) Letters of commendation
 - (5) Letters noting curriculum involvement
5. Bargaining unit members will be notified in writing of any materials placed in their personnel file that are not provided by the bargaining unit member.

K. Inclement Weather

When schools are closed due to inclement weather conditions, the non-certified employees who are required to work shall not be docked for tardiness determined by the employee's immediate supervisor to be reasonable under the circumstances. Non-certified employees not required to work shall not be docked but will be required to work a make-up day.

ARTICLE V

SENIORITY

A. Seniority - Definition

For certified bargaining unit members, seniority is defined as the total length (days) of continuous tenured full-time and tenured part-time employment in the District. For non-certified bargaining unit members, seniority is defined as the total length (days) of continuous full-time employment in the District in one of the designated categories set forth in Section B below. Probationary employees shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work.

Paid leave of absence (including FMLA leave) will count as continuous employment. Unpaid authorized leave days will not count as employment for seniority purposes, but they will not be considered to interrupt continuous employment; however, if the bargaining unit member is a probationary certified employee, such leave shall be deemed to interrupt continuous employment for purposes of acquiring contractual continued service (tenure) with the exception of leave taken under the Family and Medical Leave Act.

For full-time employment for less than a full-year's service, seniority credit shall be recognized so long as the employee works one-half of a normal full-time work year for his/her position. Work for purposes of this contract is defined as actual days worked. Up to sixty (60) accumulated sick leave days and/or personal days will be considered as days worked. If more than one employee has the same length of continuous service, seniority shall be determined by date of hire. The date of hire shall be defined to mean the first day of work or the date of Board action approving employment, whichever shall first occur. A tie shall be broken by lottery.

B. A non-certified employee shall retain his/her seniority when moving from one category to another. For the purposes of reduction-in-force, all non-certified employees shall be placed in one of the following categories based upon their current assignments:

1. Instructional Aide
2. Health Aide
3. School Secretary
4. Media Aide
5. Clerical Aide

C. Seniority List

The Board shall prepare a seniority list of all bargaining unit members (by non-certified staff category) by February 1st of each year and post it on the Union's bulletin board as well as giving a copy to the Union president. Prior to that, each employee will be provided with a listing from the business office to verify his/her seniority. Each employee shall have the right within ten (10) business days after the receipt of the listing to return it to the district office indicating whether or not the information is correct. Failure of an employee to make a timely objection shall be deemed to be an acceptance of the listings.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

A grievance is a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

B. General Provisions

1. A bargaining unit member shall be represented by the Union when meeting with an administrator regarding a grievance at Level 1 or beyond of the grievance procedure.
2. If a grievance arises from the action of authority higher than the principal of a school, such grievance may be advanced to appropriate steps of the grievance procedure.
3. A bargaining unit member who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
4. Failure to comply with any steps of this procedure to communicate the decision of a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
5. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. All references to "days" mean school days, except that between the end of the school year in June and the beginning of the next school year, "days" shall mean days when the District's business offices are open.
7. All time limits may be extended by mutual agreement between the parties.
8. No materials relevant to grievances shall be inserted in a bargaining unit member's personnel file. All records related to the processing of a grievance shall be filed separately from the personnel files of the participants.
9. Grievances must conform with the provisions of the mutually approved grievance form, attached to this Agreement as Appendix E.

10. Failure to follow the time limits, except when mutually extended, shall act as a bar to further processing of the grievance.

C. Procedure for Adjustment of Grievances

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

1. Level One:

Within fifteen (15) days of the time a grievance arises, the Union shall submit the written grievance to the immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Within fifteen (15) days after a meeting on the written grievance, the supervisor shall provide the Union a written answer on the mutually approved form.

2. Level Two:

The Union may, within ten (10) days of receipt of the immediate supervisor's answer, submit the grievance to the Superintendent or a designated representative. A mutually convenient meeting will be called by the Superintendent with the Union within ten (10) days after receipt of the grievance appeal. At the meeting, witnesses may be called as desired by either party to substantiate any evidence presented. Within ten (10) days following the meeting, the Superintendent or designee will provide the Union with a written answer to the grievance on or attached to the mutually approved form.

3. Level Three:

If the grievance cannot be settled at the second stage, the grievance shall be submitted to the Board to be considered at its next regularly scheduled meeting, unless an earlier or later date is agreed to by all parties. The aggrieved and the Union shall present a written brief to the Board within five (5) working days before they present the case orally. Within ten (10) working days following the meeting, the Board will provide the Union with a written answer to the grievance on or attached to the mutually approved form.

4. Level Four:

If the grievance is not resolved satisfactorily to the Union at Level Three, the Union may submit to the American Arbitration Association, in writing, within fifteen (15) days after receipt of the Level Three decision, a request to enter into binding arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties in accordance with the procedures established by the American Arbitration Association.

D. Payment of Expenses

Expenses for the arbitrator's services and arbitration expenses which are common to both parties shall be borne equally by the Board and the Union. Each party in an arbitration proceeding shall be responsible for compensating its own representation and witnesses.

E. Role of Arbitrator

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority will be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union. The decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VII

PAID LEAVES

A. Sick Leave

Each full-time bargaining unit member shall be entitled to ten (10) days of sick leave each school year. Part-time employees shall be offered sick leave on a prorated basis. After completion of ten (10) full-time years of service in the District, a bargaining unit member shall be entitled to eleven (11) days of sick leave each school year. After completion of twenty (20) full-time years of service in the District, a bargaining unit member shall be entitled to twelve (12) days of sick leave each school year.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include the spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, a chiropractic physician licensed in Illinois, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or, if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the bargaining unit member's faith, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth, or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal illness, the Board shall pay, from school funds, the expenses incurred by the bargaining unit member in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the bargaining unit member provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

In the case of leave under the Family and Medical Leave Act for birth or adoption, the bargaining unit member may, at his/her option, utilize sick leave as permitted under this Section provided the bargaining unit member submits medical certification, if required, from his/her, his/her spouse's or the child's medical provider. In the case of adoption, the employee may, at his/her option, utilize sick leave as permitted under this Section during a FMLA leave after submission of evidence that the formal adoption process is underway.

The Board's contribution towards insurance continues during an employee's use of sick leave.

Unused sick leave days shall accumulate from year to year to a maximum of 340 days. Bargaining unit members shall be notified in writing at the beginning of each school year as to the current number of such days they have accumulated.

Absence due to injury incurred in the course of employment shall not be charged against a bargaining unit member's sick leave days during the three (3) day required eligibility period under workers' compensation laws if the bargaining unit member is not reimbursed by workers' compensation.

B. Personal (Emergency) Business Leave

Each full-time bargaining unit member shall be entitled to two (2) days of personal (emergency) business leave each school year. Part-time employees shall be offered personal (emergency) business leave on a prorated basis.

Bargaining unit members shall notify the Superintendent at least one (1) day in advance of the leave whenever possible. Personal (emergency) business leave may be used to transact personal or legal business which cannot be transacted out of school hours. It shall not be necessary for the bargaining unit member to include the reason for personal (emergency) business leave when making this request.

Except for very unusual circumstances, which would in advance be explained to and approved by the Superintendent, personal (emergency) business leave shall not be allowed to be taken immediately prior nor immediately after a holiday, vacation period, institute or in-service day, nor the first or last week of the school term.

Unused personal (emergency) business leave days may accumulate from year to year, but may not exceed three (3) days. Any additional unused personal (emergency) business leave shall be allowed to accumulate as sick leave.

C. Bereavement Leave

1. Up to five (5) full days of absence may be used without a salary deduction or reduction in sick leave reserve for each bargaining unit member where absence is the result of the death of a parent, spouse or child. Up to three (3) full days of absence may be used without a salary deduction or reduction in sick leave reserve for each bargaining unit member where absence is the result of the death of a member of the immediate family for purposes of this section shall include the spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. In addition, the

Superintendent may grant to a bargaining unit member up to five (5) additional full days of absence without a salary deduction or reduction in sick leave for such a death in the immediate family.

2. One day bereavement leave will be granted for the following extended family members who include aunts, uncles, nieces and nephews.

Up to an additional three (3) days absence without a salary deduction may be granted by the superintendent.

D. Union Leave

In the event the Union desires to send representatives to local, state, or national conferences or for the conduct of normal and necessary Union business, representatives shall be excused without loss of pay, provided the Union reimburses the District for the normal cost of the substitutes. The Superintendent must be provided three (3) days notice of the intent to use, and the number of days per year used may not exceed ten (10) days. Union days may not be used on a fractional basis, and this benefit is limited to ten (10) days per year for the Union and is not per bargaining unit member. However, no more than five (5) such days per year may be utilized by certified or non-certified employees, and no more than four (4) employees may be absent on a given work day.

E. Religious Leave

Bargaining unit members whose recognized religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) days annually without loss of pay. Bargaining unit members shall notify the Superintendent at least five (5) days in advance of the leave whenever possible.

F. Jury Duty

Any bargaining unit member who is required to serve on jury duty during the school year shall receive full salary during the period of such service, provided the bargaining unit member submits to the Business Office a copy of the check issued by the courts for jury service. Upon receipt of payment for such duty, the bargaining unit member may keep the payment.

G. Sick Leave Bank

1. A full-time bargaining unit member shall be eligible to participate in a Sick Leave Bank program, provided the bargaining unit member:

- a. Has served the District at least two (2) full years.
 - b. Has accumulated sick leave days from a preceding year of service.
 - c. Contributes two (2) personal sick leave days from personal accumulation to the Sick Leave Bank. Such days are non-returnable.
 - d. Agrees to the rules and regulations of the Sick Leave Bank which may be amended.
 - e. Makes application on the Union provided form prior to October 1 of any school year.
2. If a bargaining unit member fails to join the Sick Leave Bank by October 1 of the first year of eligibility, then the bargaining unit member is not eligible to withdraw days from the Sick Leave Bank until two (2) calendar years after the bargaining unit member elects to participate.
 3. If a member of the Sick Leave Bank resigns membership in the Sick Leave Bank, he/she is permanently ineligible for benefits and membership.
 4. The Union shall notify the Board, in writing, when enrolled participants must contribute additional days to the Sick Leave Bank. The Union shall notify the Board as to the necessity of an additional contribution, and the number of days to be contributed by each enrolled participant, by October 1 each school term. The Union may notify the Board as to the necessity of one additional contribution for each school year of the Agreement. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant an additional contribution. Such waiver shall be without precedential effect. Membership in the Sick Leave Bank automatically obligates a bargaining unit member to contribute additional day(s).
 5. The number of days in the Sick Leave Bank shall not exceed three (3) times the number of currently enrolled members. The maximum number of days per school year which may be withdrawn by all bargaining unit members' is limited to three (3) times the number of current Sick Leave Bank members.
 6. Resignation or dismissal from the School District shall terminate Sick Leave Bank membership. A resigned or terminated bargaining unit member shall not be entitled to claim days contributed to the Sick Leave Bank, nor shall such resigned or terminated bargaining unit member be eligible for any benefits of membership after the effective date of resignation or termination.

7. A Sick Leave Bank member who is on an authorized, unpaid leave from the District shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such bargaining unit member shall be required to contribute to the Sick Leave Bank any days assessed on Sick Leave Bank members during the time of the unpaid leave at the time of return to active membership.
8. All withdrawals from the Sick Leave Bank shall be authorized solely by the Union. Authorized withdrawal by participating members from the Sick Leave Bank must be accompanied by:
 - a. A written application for benefits which shall have reasonable documentation, as may be required, evidencing a legitimate need for Sick Leave Bank days.
 - b. The exhaustion of available personal accumulated sick leave.
 - c. An individual must experience one (1) day of leave without wages between the exhaustion of available personal illness days and a withdrawal of benefits from the Sick Leave Bank for the personal illness of the employee and five (5) days without pay in the case of a catastrophic illness of a dependent child. An individual shall experience the aforementioned relevant loss of wages at the time of each access to the Sick Leave Bank.
9. Sick Leave Bank benefits are limited to personal illness of the bargaining unit member or catastrophic illness of a dependent child requiring constant care by the employee.
10. A bargaining unit member must have returned to active service for ten (10) work days after using days withdrawn from the Sick Leave Bank before he/she is eligible to make a subsequent withdrawal from the Sick Leave Bank.
11. Withdrawal of days by an individual bargaining unit member for personal illness is limited to sixty (60) work days per school year. In addition, withdrawal of days is limited to thirty (30) work days per school year for catastrophic illness of a dependent child.
12. Any member who is receiving disability benefits from the Teachers' Retirement System / IMRF, or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workers Compensation Act), is not eligible for Sick Leave Bank benefits.
13. The Union agrees with respect to the operation of the Sick Leave Bank that it will hold harmless and defend the Board, its members, employees and/or agents, as regards any action, complaint or suit of any type, provided only that the Board shall fulfill its responsibilities as set forth

above. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such action, complaint or suit.

14. The District business manager will annually notify the Union President by September 15th of all bargaining unit members eligible to participate in the Sick Leave Bank program and will provide the Union President, upon request, with the number of days in the Sick Leave Bank and its current status. The Union shall provide the District business manager with all information necessary for the proper maintenance of records.

H. Attendance Incentive

Bargaining unit employees who use a total of three (3) or less sick leave days and personal leave days shall receive additional compensation as follows:

0 days missed	\$500.00
Up to 1 day missed	\$250.00
Up to 2 days missed	\$150.00
Up to 3 days missed	\$50.00

For purposes of the attendance incentive during the 2010-2011 school year, the sick leave/personal leave incentive will be implemented beginning Tuesday, October 12, 2010 (i.e., sick or personal leave taken prior to such date shall not be considered).

The additional compensation shall be paid in a lump sum during August following the school year for which the attendance incentive is awarded. However, in no event shall an employee who has provided a notice of retirement receive greater than a 6% increase in total creditable earnings for the school year during which an attendance incentive is paid.

Annually, the Superintendent and Union President, or their respective designees, will address bargaining unit employees regarding the uses of leaves and to emphasize the importance of high staff attendance levels to continuity of instruction and student learning.

ARTICLE VIII

UNPAID LEAVES

A. Provisions Applicable to All Unpaid Leaves of Absence

1. Application for an unpaid leave of absence, excepting leaves under the federal Family and Medical Leave Act, shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by March 1st of the preceding year. An emergency request for a leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
2. Arrangements for such leave shall be made by discussing the same with the Superintendent. The bargaining unit member and the Superintendent shall determine the beginning and ending dates of such leaves, and following such discussion, the bargaining unit member shall submit to the Board a written request for such leave.
3. If a bargaining unit member has worked at least one-half of his/her normal full-time work year, she/he shall receive credit on the salary schedule for completion of the year of service. A bargaining unit member shall neither accrue (unless on a FMLA leave) nor lose seniority while on a leave. Any bargaining unit member granted a Board approved leave will not lose any accrued sick days. Additional seniority, sick days and vacation days are not accrued while on a leave except as may be otherwise required by law.
4. If, during the leave, the purpose for such leave terminates and a bargaining unit member wishes to return to service prior to the expiration of such leave, subject to scheduling efficiency, continuity of instruction, and the Superintendent's consent, the bargaining unit member will be assigned to an available vacancy for which she/he is qualified.
5. A bargaining unit member must notify the Superintendent of intent to return on or before March 1 of the school year preceding the intended return. Failure to so notify by March 1 shall be deemed a voluntary submission of resignation from employment in the District.
6. After the expiration of any insurance benefits for a leave under the federal Family and Medical Leave Act, a bargaining unit member may make arrangements for maintaining insurance benefits at her/his own expense for a period of time not to exceed two years or as may be otherwise permitted by the insurance carrier.
7. Any bargaining unit member who has been granted a leave of absence shall not become eligible for a subsequent leave for non-disability related

reasons unless and until the bargaining unit member has returned to full-time service for a least one (1) complete school year. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant a subsequent leave. Such waiver shall be without precedential effect.

B. Child Rearing Leave

1. A non-certified bargaining unit member who has completed three (3) consecutive years of full-time service or any tenured teacher may request and shall be granted a child rearing leave without pay, subject to this provision and the general conditions applicable to all leaves as set forth in Section A above. If such leave begins on or after March 1, the bargaining unit member may have the remainder of the school year plus one (1) additional school year. Leaves which begin prior to March 1 are limited to the remainder of the school year. In the latter instance, the Board, in its sole discretion, may grant an extension of such leave for one (1) additional school year. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant a child rearing leave to a non-tenured teacher. In the case of either birth or adoption, child rearing leave shall begin following the employee's permitted use of Sick Leave and the expiration of FMLA leave, if applicable.
2. Nothing in this Section shall be deemed to prohibit a pregnant bargaining unit member from working until and when the pregnancy becomes disabling and prevents her from performing her assigned duties. If at any time during the pregnancy she becomes temporarily disabled, she may utilize whatever sick leave benefits she may have accrued (if any) during such disability, and then return to work when she is physically able.

C. Professional Leave

A tenured teacher who has at least six (6) years of service to School District No. 124 may apply for and shall be granted a leave of absence without pay for a period of time not less than, and coterminous with, one (1) full school year, for the purpose of advanced study bearing some direct relationship to an area of teaching or educational administration presently a part of the School District No. 124 educational program. The teacher requesting the leave may be pursuing advanced study not directly related to his/her assignment. Said leave shall be in accordance with the general leave conditions set forth in Section I above.

D. Extended Personal Leave

A bargaining unit member who has completed four (4) consecutive years of full-time service may apply for leave of absence without pay for compelling personal

reasons such as, but not limited to, extended personal illness or illness in the immediate family, additional education, travel, study or other career alternatives. Bargaining unit members who have at least two (2) years of service to School District 124 may apply for an unpaid leave of absence for extended personal illness or illness in their immediate family. The terms and conditions of such leave shall be subject to the recommendations of the Superintendent and approval by the Board and shall comply with the general leave conditions set forth in Section A above.

ARTICLE IX

COMPENSATION AND BENEFITS

A. Salary

1. During the term of this Agreement, bargaining unit members shall be paid in accordance with the compensation schedules attached to the end of this Agreement as Appendix A - Certified Salary Schedules, Appendix B - Classified Salary Schedules, Appendix C – Extra Duty Schedule Appendix D - SWIC Conference Stipends.

The salary increase for the 2010-2011 school year will be applied on the November 12, 2010 payroll. The one-time stipend for 2010-2011 (see below) and retroactive pay for 2010-2011 prior to the tentative agreement will be paid by the November 12, 2010 payroll. Timesheets for work completed subsequent to June 30, 2010 shall be paid by November 26, 2010.

- a. Certified Staff – Additional Compensation

For 2010-2011, a certified staff member shall be paid a one-time stipend of 1% of his/her 2009-2010 salary by November 12, 2010.

For 2011-2012, a certified staff member shall be paid a one-time stipend of .75% of his/her 2010-11 salary by September 16, 2011.

A certified staff member shall be paid an additional one-time bonus of .75% of his/her 2010-2011 salary if 70% of District students meet or exceed individual target growth in reading, and a .25% one-time bonus of his/her 2010-2011 salary if 65% of District students meet or exceed individual target growth in math, all as measured by NWEA MAP assessment (i.e., using fall 2011 and spring 2012 data). Such bonus(es) shall be paid by June 30, 2012.

- b. Classified staff:

For 2010-2011, a classified staff member shall be paid a one-time stipend of .75% of his/her 2009-2010 salary November 12, 2010.

For 2011-2012, a classified staff member shall be paid a one-time stipend of .75% of his/her 2010-2011 salary September 16, 2011.

A classified staff member shall be paid an additional one-time bonus of .15% of his/her 2010-2011 salary if 70% of District students meet or exceed individual target growth in reading, and a .10% one-time

bonus of his/her 2010-2011 salary if 65% of District students meet or exceed individual target growth in math, all as measured by NWEA MAP assessment (i.e., using fall 2011 and spring 2012 data). Such bonus(es) shall be paid by June 30, 2012.

2. Full credit may be granted on this salary schedule for a maximum of ten (10) years of successful teaching experience earned while fully certified and regularly assigned as a teacher in an accredited elementary or secondary school. Additional credit beyond ten (10) years may be granted at the Board's discretion.
3. Social Workers and speech pathologists will be initially placed on the MA 30 lane.
4. In addition to the annual salary paid to the teachers as shown on the compensation schedules (Appendices D, E, and F), the Board shall pay on behalf of the teacher to the State of Illinois Teachers' Retirement System (TRS) 4.5% of the required contributions to said pension system. The teacher shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. The Board and teacher acknowledge that the teacher did not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to TRS, and further acknowledge that such contributions are made as a condition of employment to secure the teacher's future services, knowledge, and experience. The remaining portion of the teacher's required contribution to TRS and the contribution to the Teachers' Health Insurance Security Fund will be deducted from the salary of each teacher.
5. The starting salary of a new non-certified employee with previous experience will be determined by the Superintendent. No new employee will begin at a step higher than step 5.
6. Pay days shall be on alternating Fridays beginning not later than the second Friday following the first day of school each school year. A new bargaining unit member will be paid on a twenty-six (26) consecutive paycheck schedule and by direct deposit. Current bargaining unit members will be paid on a twenty-six (26) consecutive paycheck schedule. Current bargaining unit members who are not utilizing direct deposit may elect, but are not required, to add direct deposit at any time. Bargaining unit members who participate in direct deposit may not withdraw such elections.

B. Overtime - Non-Certified Employees

1. All overtime requires pre-approval by the Superintendent or his/her designee.
2. Overtime shall be any work performed outside the scheduled work times in excess of the normal work week and/or normal work day.
3. Overtime shall be paid at one and a half time the non-certified employee's regular hourly rate of pay for all hours worked in excess of 40 hours. Non-certified employees may take comp time in lieu of overtime pay with prior approval of the Superintendent or designee.
4. Work assigned and performed outside of the normal work schedule that does not qualify for overtime pay shall be paid at the non-certified employee's regular rate of pay and shall be voluntary only.
5. Any non-certified employee on overtime shall be entitled to a paid fifteen (15) minute break within two hours of overtime worked. If the overtime exceeds four hours, the non-certified employee shall be entitled to a duty-free lunch.
6. Selection for overtime shall be first by the holder of the position involved and then on a rotating basis by seniority among non-certified employees qualified to do the work required.
7. If the non-certified employee is called in to work overtime on a paid holiday, the non-certified employee shall be paid double time for the hours worked.

C. Professional Development

A bargaining unit member may apply to the Superintendent or designee to attend professional conferences, meetings or workshops. Attendance may be authorized with or without full pay and expenses.

1. Certified Staff

Professional development is an approved experience planned and conducted by the District or through an external agency for the purpose of strengthening the certified staff and/or District in curriculum, instruction, personnel, support services or other areas. All professional development experiences are subject to the pre-approval of the Administration.

Certified staff successfully completing in-District approved professional development outside regular school hours shall be:

- a. Awarded CPDU credit based upon ISBE guidelines; and
- b. Paid at the professional development rate (Appendix C) when the program focus is implementation of a new or updated program and training is required to implement the program. When compensation will be paid, the program announcement shall so specify.

District 124 will pay the registration fee for teachers successfully completing out-of-District approved professional development.

“Successful completion” for purposes of this provision means completion of all stated activity requirements as announced in the course description and as required by ISBE certificate renewal regulations.

2. Non-Certified Staff

Non-certified staff who are covered by this Agreement will be eligible for staff development classes offered through the school district. If the class is offered outside normal work hours, non-certified staff will be compensated at their hourly rate or with comp time, whichever the employee chooses.

D. Tuition Reimbursement

1. Certified Staff

For each school year of this Agreement, the Board shall set aside the amount of \$25,000.00 for tuition costs for eligible certified staff members. The pool will be distributed to all certified staff members who have completed two (2) years of service in District 124 taking graduate courses, with reimbursement up to \$150.00 per credit hour, but not to exceed the actual tuition paid by the certified staff member or the total dollars in the tuition pool.

Eligibility

Certified employees eligible for Tuition Reimbursement shall be reimbursed for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

- a. The graduate-level course was approved by the Superintendent or designee within two (2) weeks of enrollment in the course.
- b. The employee attained a grade of “C” or better in the course (or a grade of “passing” in the event no letter grades were assigned).

- c. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
- d. Only courses taken in the school year prior to the current school year will be eligible for reimbursement.
- e. The Superintendent or designee may approve undergraduate course work at his/her discretion.
- f. The employee requested reimbursement in accordance with the procedures set forth below.

Reimbursement funds will be distributed in the second payroll in October. Any certified staff member who resigns prior to the first day of the following school year will not be eligible for reimbursement. A certified staff member must complete a Tuition Reimbursement Request, present official transcript(s) and cost receipt showing payment to the Office of the Superintendent by September 15. Tuition costs shall be reimbursed only for coursework that meets requirements as specified in the Eligibility requirements listed above.

2. Non-Certified Staff

The Board shall reimburse instructional assistants/media assistants for the actual costs s/he incurs to take a test to meet the requirements of the No Child Left Behind Act. If the District does offer the test on-site, there shall be no cost to the employee. If the District does not offer the test and the employee incurs cost to take the test elsewhere, the District will cover the cost of the test if pre-approved by the Superintendent. In order to receive reimbursement, the non-certified employee must pass the exam and show proof of payment.

E. National Board Certification

Certified bargaining unit members who elect to pursue a National Board Certified Teacher ("NBCT") certificate from the National Board for Professional Teaching Standards shall receive the following:

1. The Board shall pay the NBCT processing fee.
2. The Board and the certified bargaining unit member shall equally share the NBCT assessment fee beyond any State of Illinois funding for the fee. However, upon completion of certification, the Board shall reimburse the certified bargaining unit member for his/her share of the NBCT assessment fee.
3. A certified bargaining unit member who holds an active National Board

Certificate shall annually receive a five hundred dollar (\$500.00) stipend from the Board in addition to a stipend funded by the State of Illinois, if any. If the State of Illinois provides a stipend to a certified bargaining unit member holding an active National Board Certificate, the Board shall contribute to TRS for the stipends at the same rate as the Board's contribution to TRS for normal payroll.

F. Movement on Salary Schedule

Course work measured in semester hours completed and confirmed before September 15 by official transcript or university letter (transcript must follow) from an NCATE or comparably accredited senior college placed on file in the office of the Superintendent will be used to determine initial placement or horizontal advancement on the salary schedule, subject to the following conditions:

1. Graduate course work must be awarded an official grade of "B" (i.e., traditional A, B, C, D grades are awarded) or "Pass" (if Pass/Fail grades are awarded).
2. Only with the Superintendent's or his/her designee's prior approval will undergraduate course work earned after the bachelor degree be used for advancement.
3. Graduate course work must be:
 - a. Directly related to the present educational program of District #124;
or
 - b. Part of a course of study approved by an assigned graduate degree advisor, leading to a graduate degree in any area related to elementary school teaching as presently exists in District #124, including such graduate programs as elementary education, special education or curriculum, with an emphasis toward elementary level education, and administration.
 - c. Courses not covered under paragraphs 3a or 3b above must be approved by the Superintendent or designee prior to the beginning of the course to be used for advancement.
4. Advancement will be retroactive to the beginning of the school year for completion of coursework that is substantiated by September 15 of the current school year. Salary adjustments will be made for the remaining pay checks as soon after the Sept. 15th notification deadline as possible, but no later than the first pay check in November. Advancement will be retroactive to the beginning of the second half of the school year for completion of coursework that is substantiated by February 15 of the school year. Salary adjustments will be made for the remaining pay checks as soon after the

February 15th notification deadline as possible, but no later than the first pay check in April. A teacher is limited to one (1) move per school year.

5. A certified staff member must have pre-approved, graduate-level course work to move beyond the MA lane. To obtain prior approval of a graduate course from MA to MA+30, a certified staff member must submit an application for approval and attach a course description.
6. District approved professional development completed outside regular school hours shall be equated to graduate credit hours for purposes of horizontal advancement.
 - a. Hours of class time shall be equated to graduate work taken at the university level. One (1) semester hour of credit will be awarded for each fifteen (15) hours of class attendance.
 - b. Graduate credit awarded for professional development cannot be considered for eligibility in moving from the BA to MA Lane. The credit shall allow movement within the BA and MA Lanes, such as movement from BA to BA+15, MA to MA+15, and MA+15 to MA+30.
7. Vertical movement on the compensation schedule shall be limited to one (1) step per year. A certified staff member who works one-half or more of a normal full-time work year for his/her position shall receive full credit for one year's service on the compensation schedule provided, however, that such certified staff member shall work at least seven full days, scheduled at the discretion of the principal, for use as institute days and parent-teacher conferences. Work for purposes of this contract is defined as actual days worked. Up to 60 accumulated sick leave days and/or personal days will be considered as days worked. A certified staff member who works less than one-half of a normal full-time work year for his/her position shall receive full credit for one year's service on the compensation schedule for every two year's worked.

G. Summer School Compensation

1. Certified bargaining unit members will be compensated per hour at the summer school rate set forth in Appendix C of this Agreement.
2. Non-certified bargaining unit members who work summer school year will be paid at their current hourly rate, for actual hours worked.

H. Toileting and/or Feeding Students

1. An instructional assistant who is responsible for providing constant

assistance for toileting a child will receive an additional forty (40) cents per hour.

2. An instructional assistant who is responsible for providing constant assistance for feeding a child will receive an additional one dollar (\$1.00) for such day.

I. Translations

1. Certified

A certified employee who provides informal written or oral translations (i.e., informal notes, short documents, phone calls, short meetings, etc.) during his/her normal work day will not receive additional compensation.

A certified employee who with the pre-approval of his/her principal and bilingual coordinator provides formal written or oral translations (i.e., report cards, comments on report cards, progress reports, forms, IEP meetings or records, Parent-Teacher Conferences, lengthy meetings, etc.) during his/her normal work day beyond one plan period per week or at any time outside the normal work day shall receive the Translation Extra Duty stipend as listed in Appendix C.

2. Non-Certified

A non-certified employee who provides informal written or oral translations (i.e., informal notes, short documents, phone calls, short meetings, etc.) during his/her normal work day will not receive additional compensation.

A non-certified employee who with the pre-approval of the principal and bilingual coordinator provides formal written or oral translations (i.e., report cards, comments on report cards, progress reports, forms, IEP meetings or records, Parent-Teacher Conferences, lengthy meetings, etc.) during his/her normal work day shall receive three dollars (\$3.00) per hour in addition to his/her regular hourly rate of pay.

A non-certified employee who with the pre-approval from the principal and bilingual coordinator provides written or oral translations (formal or informal) outside the normal work day shall receive three dollars (\$3.00) per hour in addition to his/her regular hourly rate of pay.

If a non-certified employee's work week exceeds forty (40) hours, the employee's overtime rate will be calculated in accordance with the Fair Labor Standards Act.

J. Check Withholding

Upon receipt of a written request from the bargaining unit member, the Board shall deduct from such bargaining unit member's regular paychecks any money designated by the bargaining unit member for purposes of credit union, union dues, or Board approved tax sheltered annuity or insurance plan(s) as requested and shall remit the amount to the person or company designated.

K. Insurance

1. Group Medical, Dental and Vision

The Board shall provide each bargaining unit member an amount annually (pro-rated for less than one (1) year of employment) to be used to reduce the costs of Group Medical, Dental (optional to the bargaining unit member) and Vision insurance premiums at the following rate:

- a. The Board shall contribute 90% of the cost of the bargaining unit member's individual medical, dental and vision premium.
- b. In the event that a bargaining unit member elects family or single plus one coverage, the Board will contribute 75% of the medical dental and vision premium costs.

Changes in medical coverage may only be made annually during the month of June to become effective July 1st. The only time a change to medical coverage will be allowed other than June would be during a qualifying event. Qualifying events include marriage, divorce, birth/adoption of a child and loss of a spouse's coverage. Evidence of insurability may be required before the insurance can become effective.

If Plan E medical coverage is no longer available, the Board and the Union, with the recommendation of the Insurance Committee, will endeavor to find a policy of insurance that provides comparable benefits at a comparable cost.

The Board shall establish and maintain a "flexible benefits plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a bargaining unit member may elect to have the Board reduce his or her pay and contribute such amounts, in accordance with the plan document, towards the premiums for the District's health, dental and vision insurance plans which are not paid by the Board. The Board shall pay the administrative costs and expenses for maintaining the plan. The Board does not warrant that the payment reductions made in the amounts as listed on the compensation schedule by the Board for the bargaining unit member as set forth above are deemed excludable from the bargaining unit member's gross wages, and as such, the Union and

each individual bargaining unit member shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of insurance premiums in accordance with the provision of the flexible benefits plan.

For the 2011-2012 school year of this Agreement, the Board shall implement a health reimbursement account in the following amounts for employees who elect coverage under the District's PPO plan:

Coverage	Benefit
Single	\$150.00
Single + 1	\$300.00
Family	\$300.00

Funds that are not reimbursed to the employee for the year will not roll over to a succeeding year.

2. Life Insurance

The Board shall provide each bargaining unit member with group term life insurance coverage in the amount of \$20,000 until the age of seventy (70) is attained, or in accordance with the terms and conditions of the insurance carrier, at which point the amount shall be reduced by 50%.

Each bargaining unit member may purchase additional group term life insurance subject to availability and rules of acceptance by the life insurance carrier. The additional insurance may be purchased up to a total additional amount not exceeding the annual salary of the bargaining unit member.

L. Part-Time Bargaining Unit Member Benefits

Part-time bargaining unit members shall be provided with salary, sick/personal leave, religious and bereavement leave on a pro-rata basis. Medical, dental and vision insurance on a pro-rata basis of the Board contribution set forth in Section I above will be provided if the bargaining unit members are eligible under the District's Group Medical and Dental plan.

Eligible part-time employees (those who work 600 hours or more per year) shall be afforded group medical, dental and vision insurance premiums on a pro-rata basis. The Board shall pay its share of premiums on a pro-rata basis. Such amount shall not exceed the actual costs of the annual premiums for the employee's elected coverage.

M. Job Sharing

1. Two full-time bargaining unit members with a minimum of two (2) years experience interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Superintendent no later than March 1.
2. Approval of a job sharing proposal shall be at the discretion of the Superintendent, and the granting of such a request shall not create a practice or precedent.
3. Job sharing proposals shall be submitted and approved on a one-year basis. Extensions for subsequent years may be requested, but are not guaranteed for approval. Employees whose proposal is granted shall renew the request for job sharing each year by March 1.
4. Employees who are job sharing shall be treated as part-time employees under this Agreement.

N. Travel

1. Bargaining unit members who are required to travel between buildings during the work day shall be protected from liability in accordance with Section III - item K of this Agreement. In addition, the Board may reimburse any such bargaining unit member, to the extent not covered by the bargaining unit member's personal insurance and not to exceed \$500, for damage to his/her automobile while traveling during the work day, provided the bargaining unit member was acting within the scope of employment.
2. The use of personal automobiles during the work day by bargaining unit members who may be required to travel shall be reimbursed according to the current Internal Revenue Service mileage allotment.

O. Retirement Benefits

1. Certified Staff
 - a. Eligibility

The Board shall provide retirement benefits to certified staff with a minimum of fifteen (15) years full time employment in District 124 and who are at least 55 years of age by December 31 of the retirement year. To be eligible, a certified staff member must submit a letter of intent to retire to the Superintendent by May 1 of the school year prior to which benefits will begin.

b. Salary Increase(s)

1. Under the retirement plan, an eligible certified staff member at least 55 years of age and with 35 years of creditable service under the TRS retirement benefits provisions, or a certified staff member who is age 60 or over, will receive a benefit equal to a 6% increase in the prior year's base salary for each of the last four (4) years prior to retirement. In the event a certified staff member is unable to give four (4) years notice, the Board will provide a benefit equal to 6% increase in the prior year's base salary for each of the last three (3), two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.
2. If an eligible certified staff member at least 55 years of age and with less than 35 years of creditable service under the TRS retirement benefits provisions chooses the TRS Discounted Retirement Annuity, s/he will receive a benefit equal to a 6% increase in the prior year's base salary for each of the last four (4) years prior to retirement. In the event a certified staff member is unable to give four (4) years notice, the Board will provide a benefit equal to 6% increase in the prior year's base salary for each of the last three (3), two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.
3. If a certified staff member retires under the TRS Early Retirement Option (known as Modified ERO) (i.e., with less than 35 years of service or under age 60), the certified staff member will receive a benefit equal to a 6% increase in the prior year's base salary for each of the last four (4) years prior to retirement.

In the event a certified staff member is unable to give four (4) years notice, the Board will provide a benefit equal to 6% increase in the prior year's base salary for each of the last three (3), two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher. However, if the teacher's total increase in creditable earnings for any year used by TRS to calculate the teacher's pension exceeds 6%, the teacher will be ineligible for this benefit.

The compensation benefits shall be distributed evenly over the certified staff member's regular payroll.

For purposes of determining a certified staff member's "base salary" under this Section, the longevity stipends will be included.

In addition, other stipends will be included if the certified staff member has earned the stipend(s) prior to the beginning of the certified staff member's receipt of a retirement related salary increase, and continues to perform the stipend duties until retirement. Subject to the foregoing, "other stipends" for purposes of determining "base salary" will be deemed to include Extra Duty Stipends and SWIC Conference Stipends on Appendices C and D, and Summer School.

c. Accumulated Sick Leave Severance Bonus

In addition to the above compensation benefit, the Board shall pay to an eligible retiring certified staff member \$25.00 per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred fifty (250) days, which a certified staff member has accrued. This payment shall be made as a severance payment by August 15 following the last full school year of employment.

d. Additional Severance Bonus

In addition to the above compensation benefit and the accumulated sick leave severance bonus, the Board shall also pay to a retiring teacher, except for a teacher who retires under the TRS Early Retirement Option (known as Modified ERO), an additional severance bonus of twenty percent (20%) of the teacher's last year's base salary. Such severance bonus shall be paid in January following the completion of the last full school year of employment. If the teacher's total increase in creditable earnings for any year used by TRS to calculate the teacher's pension exceeds 6%, and the Board incurs a penalty, the teacher will be ineligible for the additional severance bonus. However, the Board may exercise its discretion to offer the additional severance bonus to a teacher ineligible on such basis; the Board exercise of its discretion to grant or deny the additional severance bonus shall be deemed non-precedential in effect and shall not be subject to the grievance procedures. A teacher who retires under the TRS Early Retirement Option (known as Modified ERO) will not be eligible for the additional severance bonus.

e. Death Benefit

In the event any certified staff member approved for retirement benefits dies before the end of the school term, the certified staff member's estate shall be paid the remaining salary for the current school term and the sick leave severance bonus due. Additionally, in the event that a certified staff member dies after April 1 of their final year before retirement, their estate will also be paid the 20% severance bonus.

f. Rescission of Intent to Retire

The Board may rescind a certified staff member's notification of intent to retire for one of the following reasons:

1. Death of the retiree's spouse, child, parent, or parent-in-law; or
2. Other reasons of compelling emergency as determined solely by the Board, and not revisable, said reasons to be non-precedential with respect to granting or denying requested changes in retirement election.

If the Board rescinds a certified staff member's notification of intent to retire for one of the above reasons, the certified staff member shall reimburse the board any retirement benefits received. The certified staff member shall have a period of six (6) months in which to complete the reimbursement.

g. Post-retirement Services

The Board shall have the option to allow a retired certified staff member to perform services for the District as a consultant or as a self-employed contractor. A retiree may apply for substitute status or other non-permanent positions.

h. Indemnification/Hold Harmless

The Union shall hold the Board harmless from and will indemnify the Board from any and all suits, claims for taxes, and otherwise against the District as a result of the Board's participation in this retirement provision.

i. Retirement Re-opener

In the event that the Pension Code is amended or the Illinois Teachers' Retirement System adopts final rules that modify the employer's penalty for increases in creditable earnings in excess of 6% under 40 ILCS 16-158(f), the Board and the Union agree that negotiations to address retirement benefits will be reopened within sixty (60) days of notice by either party.

2. Non-Certified Staff

Bargaining unit members may elect to participate in the retirement incentive program provided they have a minimum of fifteen (15) years of

full-time service in District 124 and creditable service with the Illinois Municipal Retirement Fund and meet all other requirements as set forth by the Illinois Municipal Retirement Fund. To be eligible, the employee must also be at least fifty-five (55) years of age by December 31 of the retirement year and must notify the Board by not less than six (6) months prior to the proposed date of retirement.

Each bargaining unit member participating in this program will receive a bonus of three hundred fifty dollars (\$350.00) for each full year of service to District 124. In addition, the Board shall pay to each eligible full-time employee an additional amount of \$25.00 per day for any unused accumulated sick days not to exceed two hundred fifty (250) days. In the event the employee chooses to claim service credit with the Illinois Municipal Retirement Fund for unused sick days, then those days are not eligible for bonus payment.

This one time severance payment shall be considered as salary and shall be subject to IMRF, IRS, and Social Security regulations in effect at the time. This severance payment will be distributed over the last four (4) months paychecks.

P. Retirement Health Benefits

1. Certified

The Board shall provide each certified staff member with fifteen (15) years of consecutive service in the District who retires from employment, in accordance with the Illinois Teachers' Retirement System's general retirement programs, the Board shall contribute towards the cost of individual health insurance coverage in the TRS group health plan until the retiree becomes eligible for Medicare Benefits, or if not eligible for Medicare, at age 65.

For any certified staff member who provides written notice of retirement to the Superintendent prior to the May 1 deadline set forth in Section O.1. above preceding the effective date of intended retirement, the Board's contribution to the individual retiree's TRS group health insurance premium shall not exceed 90% of the cost of the last premium for individual coverage under the plan option available at the lowest cost to District certified staff members on the date of retirement, or 100% of the premium for individual coverage under the lowest cost TRS managed care program option, whichever is less.

2. Non-Certified

The Board shall provide each non-certified staff member with fifteen (15) years of consecutive service in the District who retires from employment, in accordance with the Illinois Municipal Retirement System, with a contribution towards the cost of the premium for individual health insurance coverage for up to five (5) years following the date of retirement. For a non-certified staff member who provides written notice of retirement to the Superintendent prior to the deadline set forth in Section O.2. above preceding the effective date of intended retirement, the Board's contribution to the individual retiree's group health insurance premium shall not exceed 90% of the cost of the last premium for individual coverage under the plan option available at the lowest cost to District non-certified staff members on the date of retirement, or 100% of the premium for individual coverage under the lowest cost IMRF managed care program option (if any), whichever is less.

To be eligible for the health insurance benefit, the retiring employee must have been enrolled in the district's health insurance plan effective July 1 prior to the year of retirement. This provision can be waived in the case of a qualifying event. A qualifying event is defined as:

- a. Death in the retiree's immediate family; or
- b. The loss of health insurance which was to be provided by a spouse;
or
- c. Other reasons of compelling emergency as determined solely by the Board.

3. Revision of Retirement Health Benefits

In the event that the Equal Employment Opportunity Commission or a court of competent jurisdiction rules that the termination of the health benefits formerly provided under this Section P at the time of the retiree's Medicare eligibility or age 65 is not permitted under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, either the Board or the Union may provide notification to renegotiate retirement health benefits. Bargaining will begin within sixty (60) days. The parties agree to negotiate for sixty (60) days at which time if no agreement has been reached the Board may suspend paying its contribution towards the retirees' health insurance. The retirees may continue to pay for their health insurance until an agreement is reached.

ARTICLE X

EFFECT AND DURATION OF AGREEMENT

A. Complete Understanding

The terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

B. Savings Clause

1. If any article, section, or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.
2. Any previously adopted policy, rule or regulations of this Board of Education which is in conflict with this Agreement shall be superseded and replaced by this Agreement.

C. Negotiations Procedures

Either party may demand to bargain a successor agreement by giving notice for same not earlier than December 15th, nor later than February 15th of the school year in which the Agreement expires. Bargaining shall begin, unless mutually extended, within sixty (60) days of the demand notice.

D. Duration

This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect until June 30, 2012.

[SIGNATURE PAGE FOLLOWS]

**EVERGREEN PARK FEDERATION
OF TEACHERS
LOCAL 943, AFT, AFL-CIO**

**BOARD OF EDUCATION
EVERGREEN PARK SCHOOL
DISTRICT NO. 124
COOK COUNTY, ILLINOIS**

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Date: _____

Date: _____

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Re: Professional Development and Professional Learning Time

The Board of Education of Evergreen Park School District 124 (“the Board”) and the Evergreen Park Federation of Teachers, Local 943, AFT, AFL-CIO (“the Union”), enter into this Memorandum of Understanding (“MOU”) to further professional development and professional learning time in the District. The Board and the Union support the following beliefs:

1. The purpose of the District is to ensure that all students learn at high levels; and
2. The Board and the Union must build a collaborative culture and engage in a collective effort to assist all students to learn at high levels; and
3. The Board and the Union will focus on results and use evidence of student learning as part of a continuous improvement process.

In furtherance of the above beliefs and purposes, the Board and the Union agree to establish a District-wide, multidisciplinary committee consisting of ten (10) staff members and three (3) administrative facilitators that will collaboratively develop and recommend a comprehensive professional development program. It is expected that a high-quality professional development program will maximize the effectiveness of professional learning time. It is agreed that the committee will meet and make recommendations by May 15 of each school term for the following school term’s professional development. It is further agreed that the committee will meet between November 1 and February 28 to discuss and assess the ongoing professional development for the current school term.

The Board and the Union have agreed to certain changes in the Collective Bargaining Agreement beginning with the 2010-2011 school year that will facilitate the initiation of professional learning time during the 2011-2012 school year. Those changes include, beginning with the 2011-2012 school year, adding fifteen (15) minutes to the beginning of the work day one day per week IV.A.1; and beginning with the 2011-2012 school year, eliminating teacher meetings in IV.A.6. In order to maintain student instructional time and teaching time, the Board and the Union recognize that the following changes will be implemented beginning with the 2011-2012 school year:

1. Five (5) School Improvement (SIP) Days will be eliminated;
2. Three (3) grade level meetings will be eliminated each year;
3. The second day of school will be a full day each year;
4. There will be no professional learning time scheduled from Thanksgiving until staff return in January;
5. Student dismissal will be at 3:00 p.m. the day before winter break; and
6. Movement education will be decreased by five (5) minutes, two (2) times per week.
7. On the last day of the school term, teachers will be released at 10:15 a.m. rather than 11:30 a.m.

Unless further agreed, this MOU will expire at the conclusion of the Collective Bargaining Agreement that begins with the 2010-2011 school year. This Memorandum shall not be considered a violation of any of the terms and conditions of the parties' Collective Bargaining Agreement that begins with the 2010-2011 school year. This Memorandum is deemed nonprecedential in effect and will not be cited by the Union or any bargaining unit member in any future grievance proceeding except as may be necessary to implement the terms of this Memorandum.

**Evergreen Park Federation of
Teachers, Local 943, AFT, AFL-CIO**

**Board of Education
Evergreen Park School District 124,
Cook County, IL**

By: _____
President

By: _____
President

Attest: _____
Secretary

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Re: Personal (Emergency) Business Leave Discussion

The Board of Education of Evergreen Park School District 124 (“the Board”) and the Evergreen Park Federation of Teachers, Local 943, AFT, AFL-CIO (“the Union”), enter into this Memorandum of Understanding (“MOU”) in furtherance of the following shared beliefs:

1. The purpose of the District is to ensure that all students learn at high levels;
2. Continuity of instruction and services supports student learning; and
3. High staff attendance is instrumental in maintaining continuity of instruction and services.

At the contract ratification meeting, Union representatives address the staff, the Union will familiarize the employees regarding the appropriate use of Personal (Emergency) Business Leave under the Collective Bargaining Agreement, the procedures for the use of Personal (Emergency) Business Leave and for the accumulation of unused leave.

Unless further agreed, this MOU will expire at the conclusion of the Collective Bargaining Agreement that begins with the 2010-2011 school year. This Memorandum shall not be considered a violation of any of the terms and conditions of the parties’ Collective Bargaining Agreement that begins with the 2010-2011 school year. This Memorandum is deemed nonprecedential in effect and will not be cited by the Union or any bargaining unit member in any future grievance proceeding except as may be necessary to implement the terms of this Memorandum.

**Evergreen Park Federation of
Teachers, Local 943, AFT, AFL-CIO**

**Board of Education
Evergreen Park School District 124,
Cook County, IL**

By: _____
President

By: _____
President

Attest: _____
Secretary

Date: _____

Date: _____