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COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF EDUCATION
CHICAGO RIDGE SCHOOL DISTRICT NO. 127 ½**

and

**CHICAGO RIDGE EDUCATION ASSOCIATION
ILLINOIS EDUCATION ASSOCIATION – NEA**

2013 – 2014

2014 – 2015

2015 – 2016

2016 – 2017

PREFACE/PREAMBLE
CHICAGO RIDGE SCHOOL DISTRICT 1271/2
Collective Bargaining

The Chicago Ridge School District 127 ½ Board of Education and the Chicago Ridge Education Association (CREA) recognize the common goal of providing students with quality education. It is also recognized that in order to maintain a productive and supportive working environment, build shared values and a sustained partnership, it is necessary to have open communication, cooperation and mutual respect for one another. Included in this mission, are the expectations that the Board and CREA will work in joint partnership to maintain that all collective bargaining timelines are met in a meaningful and responsible manner. It is also recognized that members of CREA will strive to encourage participation in district events that will further develop into a positive working relationship with students, parents, staff and board members.

ARTICLE I – RECOGNITION

1.1 Recognition

This Agreement is entered into by and between the Board of Education of District 127 1/2, Cook County, Chicago Ridge, Illinois (hereinafter referred to as the "Board"), and the Chicago Ridge Education Association, affiliated with the Illinois Education Association and the National Education Association (hereinafter referred to as the "Association").

The Board hereby recognizes the Association as the sole negotiating agent for all full-time and regularly employed part-time certified teachers, school nurse and speech pathologists employed by the District, but excluding the Superintendent, principals, psychologists, social workers, business manager, special education coordinator, substitute teachers, teacher aides, all non-certified personnel and all supervisory, managerial and confidential personnel as defined by the Illinois Educational Labor Relations Act. Full-time tenured teachers who are subsequently reduced to part-time, shall retain tenure and membership in the bargaining unit. Unless otherwise indicated, "teacher" means all bargaining unit members.

The Board agrees not to negotiate with any teacher(s) organization other than the Association during the duration of this Agreement. The Board shall not negotiate with any teacher individually during the duration of this Agreement on matters defined as negotiable herein and covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual teacher contracts by the Board to new and non-tenured teachers, provided only that any such individual teacher contracts shall conform to this Agreement.

The parties agree that in the event of an emergency requiring the presence of the school nurse, Article 4.2 (Duty Free Lunch) will not apply. Furthermore, the parties agree that Article 4.7 (Planning and Preparation Time) and Article 12.10 (Internal Substitute) will not apply. The parties acknowledge that the workday for the school nurse may vary from that outlined in Article 4.8 (Normal School Day). The parties also agree that duties and responsibilities specific to the unique role of the school nurse will not be construed to be Extra Duty Assignments as defined in Article 4.1. The normal work year for the school nurse shall be 181 days, all days over 181 shall be paid at the nurse's per diem rate of pay. The nurse may be required to work an extended year which may include up to ten (10) additional workdays. While the school nurse will be subject to formal, annual evaluation, the specific provisions of Article IX (Formal Observation and Evaluation) dealing with observations and areas of evaluation will be modified to reflect the unique nature of the nurse's responsibilities.

1.2 Association Business

Association officers and agents, upon notifying the school office, may meet with bargaining unit members during the workday, during duty free times provided that such contact shall not interfere with teaching responsibilities. Planning and preparation time shall not be considered a duty free time.

1.3 Fair Share Service Fee for Non-CREA Members: Notice for Rebate

A. Participation – Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association in an amount determined by the Association but not to exceed the amount of dues uniformly required of members of the Association, including local, state, and national dues.

B. Procedures

1. It is understood by the parties that, in the process of representing members of the bargaining unit as defined herein, the Association incurs costs for organizational services rendered in the areas of collective bargaining, contract administration and protecting teacher interests related to wages, hours, terms, and conditions of employment.
2. Teachers are not obligated to become members of the CREA/IEA-NEA, but teachers not choosing to belong to the Association must pay a service fee to cover the cost of services rendered in Paragraph 1 above. Such service fee shall be determined by the Association, provided the Association shall notify such non-members in writing as to their rights for a fee rebate for services rendered not related to the areas cited in Paragraph 1 above. Such notice shall be posted on the faculty bulletin board in each building.
3. Teachers not choosing to join the CREA/IEA-NEA may pay the service fee by:
 - a. Direct cash payment to the Association; or
 - b. Voluntary payroll deduction authorization of said amount.
4. Teachers not electing the options cited in Paragraph 3 above, within thirty (30) days of ratification of this Agreement or thirty (30) days of employment if new to the District, shall have the said

service fee automatically deducted from the teacher's paycheck by action of the Business Office.

5. All monies received by the District for said fee shall be transmitted to the Association within ten (10) days of receipt by the District.

C. Board Indemnification

1. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Section 1.3, the Association agrees to defend such action, at its own expense and through its own counsel, provided the District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
2. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Section, provided the Association is not obligated for any form of liability caused by the Board's imperfect execution of the Board's obligations under Section 1.3.

1.4 Board Rights

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the state of Illinois and shall exercise all such powers, rights, authority, duties, and responsibilities which have been and may be lawfully limited or restricted by this Agreement in conformity with the applicable provisions of this Agreement.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.1 Procedures for Successor Contract Negotiations

Negotiations shall begin no later than March 1 of the contract expiration year for a successor contract, unless both parties agree to an earlier or later date. The parties agree to proceed in the following manner:

- A. Team Membership** – Each party to the negotiations shall select its own negotiation representatives, but in no event shall either party's negotiation team exceed ten (10) (including all persons present). Neither party will attempt to exert any control over or attempt to influence the selection of the other party's representatives.
- B. Negotiable Items** – The parties agree to meet at reasonable times and confer in good faith with respect to wages, hours, terms, and conditions of employment but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- C. Meeting Times** – The parties agree that their respective responsibilities should not be interrupted for purposes of negotiations. Every effort will be made to schedule such meetings when all personnel are free from such responsibilities.
- D. Ratification and Execution** – The parties acknowledge that, when overall agreement is reached, it shall be reduced to writing and submitted for ratification to the Board and the Association as promptly as possible. It is anticipated that this process shall be completed within ten (10) calendar days. Should the process not be completed within ten (10) calendar days, the parties will meet. Upon ratification, the final Agreement shall be executed by the duly authorized officer(s) of each party. Nothing herein shall be construed as extending the Agreement, or any portion hereof, beyond the expiration date stated in Article XIII.

2.2 Mediation

If the parties have made every effort to reach agreement through good faith negotiations but have failed to reach agreement, then the parties shall proceed to mediation as a means of attempting resolution of the item or items in dispute. In such case, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff to assist the parties. In the event the Federal Mediation and Conciliation Service is unable to assign a mediator, either party may request the Illinois Educational Labor Relations Board to appoint a mediator from its staff in accordance with its rules. The mediator shall meet with

the parties or their representatives, or both, forthwith, whether jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and affect a mutually acceptable agreement. The mediator shall not make public any recommendations without the express written consent of both parties. The costs for the mediator shall be equally shared by the Board and the Association.

ARTICLE III – NO DISCRIMINATION

3.1 Association Membership

The Board and the Association agree not to interfere with the right of teachers covered by this Agreement (both prior to and following employment) to become or not to become members of the Association and there shall be no discrimination against any teacher covered by this Agreement because of Association membership or non-membership. Membership in the Association, or any other employee organization not affiliated with the District, shall not be a condition of employment for any teacher covered by this Agreement.

3.2 No Reprisals

The Board agrees not to impose nor threaten to impose reprisals on teachers by reason of their exercise of the rights guaranteed by this Agreement.

ARTICLE IV – WORKING CONDITIONS

4.1 Extra Duty Assignments

- A. **Definition** – An "extra duty assignment" shall be defined as those additional supplemental responsibilities beyond those of a regular classroom teacher for which extra stipends are paid and which are identified in the Stipend Schedule. These assignments may or may not be implemented.
- B. **Procedure** – Extra duty assignments shall be made by the building principal. For each school year, extra duty assignments and their job descriptions shall be posted in each attendance center for a minimum of ten (10) days. If at the end of this period a position remains unfilled, an employee may be sought from outside the District. Should assignments be filled from outside the District, those accepting such employment are exempt from conditions contained in this Agreement, provided these employees shall not be compensated at rates higher than those listed. No outside employee shall be hired if qualified teacher applicants as determined by the Board are available. No teacher shall be required to accept an extra duty assignment.
- C. **Evaluation** – Nonparticipation in extra duty assignments shall not adversely affect a teacher's evaluation nor consideration for tenure.
- D. **Compensation for Extra-Duty Assignments** – Compensation for all extra-duty assignments shall conform to the stipends contained in the Stipend Schedule. From said stipend amounts, the Board shall deduct and pay on behalf of the teacher required amounts for the State of Illinois Teachers' Retirement System. Extra-duty compensation shall be added to the teacher's salary upon completion of the activity. Teachers will secure permission from the Principal to share extra-duty assignments. If the stipend for an extra-duty assignment is split amongst two or more teachers, each teacher shall receive his/her proportionate share of the stipend.
- E. **New Positions** – Should the Board create new extra-duty assignments not covered in the Stipend Schedule, the Board shall negotiate with the Association compensation for the position prior to implementation.

4.2 Duty Free Lunch

Pursuant to Section 5/24-9 of the Illinois School Code, every teacher shall be entitled to a duty free lunch period. Teachers can leave their schools during their lunch period, provided they notify their building office before leaving and

immediately upon their return. Teachers may be granted permission to leave their schools at other times.

4.3 Student Discipline

- A. Responsibility** – Teachers shall be responsible for the maintenance of discipline within District facilities and at school-related activities. The District will provide support, assistance, and guidance to teachers in the maintenance of discipline.
- B. Procedures** – A teacher may remove a student from the classroom and/or refer a student to an administrator when the grossness of the offense, the persistence of the behavior or the disruptive effect of a violation makes the continued presence of the student in the classroom intolerable, the teacher shall send the student to the administrator. If the teacher completes a Discipline Referral Form, the administrator will respond by returning the completed form within five (5) school days from the date the teacher completes the form, unless there are unusual circumstances.
- C. Discipline Committee** – A committee of not more than six (6) teachers, three (3) parents, three (3) administrators, and a Board Member representative shall be established annually and maintained to meet and review the discipline policy and to formulate proposals for changes. These proposals shall be forwarded to the Board, in writing, for consideration in January. Teacher members of the committee shall be appointed by the Association.
- D. Board Review** – The Board shall review the recommendations of the committee and convey to the committee through the Superintendent those suggestions which are deemed meritorious and which should be implemented. The review shall also contain the Board's rationale for rejecting any suggestions formulated by the committee. The Board's response shall be received in writing prior to March 1 of the current school term, so that plans may be formulated for implementation at the beginning of the following school year.

4.4 Summer School Assignments

- A.** Summer school teaching opportunities shall be posted within ten (10) days of Board approval of the summer program.
- B.** Full-time certified teachers of the District shall be afforded the opportunity to apply for such positions.
- C.** All other summer school issues are at the discretion of the Board of Education.

4.5 Class Size

Reasonable effort will be made to maintain class sizes within reasonable balance at each grade level throughout the District. It is recognized that District requirements for student placement may affect the size of certain classes. Upon reasonable request, the Superintendent or his/her designated representative(s) will meet with the representatives of the Association to discuss any suggestions which the Association might have with respect to balancing class sizes.

4.6 Faculty Facilities

Teachers will be provided a desk and a file cabinet. Where requested, a key will be provided to the teacher's classroom. All keys so provided shall be turned into the principal at the close of the regular school term.

Each of the District's schools shall have an air-conditioned faculty lounge, furnished with tables and chairs, microwave oven, a refrigerator, a television set, a soft drink machine, a coffee pot and a designated computer when not being used for school purposes. The furniture and equipment provided for each faculty lounge shall be reasonably used and properly cared for by those who utilize the facilities in each building.

If perishable food items are left in the refrigerator at the end of the school week, they may be disposed of by the custodial staff.

Duplicating equipment will be provided or made available for the execution of the teacher's assigned teaching responsibilities.

District telephones may be used by the teachers for reasonable and occasional use for local personal calls.

Washrooms will be properly supplied and cleaned.

Each building shall have adequate parking space for all teachers covered by this Agreement.

4.7 Planning and Preparation Time

The Administration will schedule daily unassigned preparation time for: (1) elementary teachers of not less than thirty-five (35) consecutive minutes; and (2) Junior high teachers of not less than one (1) full class period.

The Administration will attempt not to schedule IEP meetings that require a teacher's attendance during his/her preparation period. In the event that a teacher is required to surrender his/her daily minimum preparation time (elementary teacher) or one (1) full class period (junior high teacher) in order to

attend an IEP meeting more than one (1) time in a week, the teacher may apply to the principal for compensatory time within three (3) days of the lost preparation time. The principal will schedule the compensatory time.

Separate travel time will be arranged for teachers who travel between Lawn and any other school.

4.8 Normal School Day

The normal school day for teachers shall be established at six (6) hours and forty (40) minutes exclusive of lunch.

However, if students cannot be released at the normal time due to inclement weather or other circumstances rendering student release a safety hazard, teachers will remain in the building for purposes of supervision until the students may be safely released.

Teachers shall be in attendance ten (10) minutes prior to the start of the normal student day. Teachers shall not be required to instruct prior to the student school day. Teachers may leave fifteen (15) minutes after the end of the normal student school day except for up to one (1) day per week where teachers may be required to attend a meeting for up to thirty (30) minutes beyond the student day with the principal, or assistant principal or other member of the Administration (i.e., Superintendent, Business Manager, Director of Special Education).

4.9 School Calendar

A. Input – The Association shall have at least two (2) weeks to review the proposed school calendar and to submit recommendations for consideration by the Board. Such recommendations shall be presented by the Association President or designee at least one (1) calendar week prior to the date on which the Board will consider such calendar.

B. Length – The adopted calendar shall contain no more than one hundred eighty-six (186) teacher employment days, provided if any of the five emergency days authorized by law are not used for emergencies teachers shall not be required to report to work on such days. This section shall not be applicable in the event of a work stoppage by teachers.

4.10 Selection of Textbooks and Supplementary Instructional Material

A. Teachers shall have the right to recommend textbooks and supplementary materials for their subject area and/or grade level, subject to such policies and procedures as may be specified by the District. A sufficient number of basic texts and teachers' manuals will be provided. The Board will endeavor to provide a sufficient number of workbooks used in conjunction

with basic texts where such workbooks have been approved and prescribed for use in specific classes by the District. Teachers may recommend priorities in ordering these materials.

- B.** Textbook Committees shall be established to implement the selection of those textbooks and supplementary materials for their subject and/or grade levels. Every effort will be made to have a diverse group of teachers including senior teachers, to comprise the committee.
- C.** The District will make every effort to provide materials and supplies that meet the educational needs of students with disabilities.
- D.** Every effort will be made to schedule committee meetings on early dismissal days and/or during the school day.

4.11 Nonprofessional Duties

- A. Housekeeping** – Teachers shall not be required to perform basic classroom housekeeping functions such as sweeping, mopping, dusting, cleaning of windows, lavatories, and chalkboards.
- B. Detention** – Teachers who assign detentions shall supervise them. Teachers shall not be required to assign detentions and shall not be required to supervise detentions assigned by other teachers.

4.12 Student Teacher

The Board agrees to the following procedure concerning the placement of student teachers:

- A. Qualification** – All teachers who are designated as supervising teachers must be tenured and hold a current standard or master teaching certificate. A supervising teacher may only supervise in his/her major or minor field of education.
- B. Notification** – The supervising teacher shall be consulted and agree to the assignment before a student teacher is assigned.
- C. Compensation** – If any stipend or honorarium is made available to the District by the placing university, it shall be paid to the supervising teacher subject to any applicable withholding taxes.

4.13 Teacher Protection: Assaults/Battery

- A. **Responsibility** – Teachers shall be responsible for the reporting of any threats and/or physical or verbal abuse from students, parents/guardians, and others. The District will provide support, assistance and guidance to teachers involved in reported cases.
- B. **Report** – Any case of alleged assault/battery of a teacher shall be promptly reported to the Superintendent, or his/her designee, and the local police.
- C. **Absence and Compensation** – Work time lost by a teacher because of an assault/battery of the teacher which occurs within the scope of employment and within Board policy shall result in no loss of wages to the teacher, less any salary received from workers' compensation, not to exceed one hundred ten (110) employment days or the date when the teacher shall qualify for temporary or permanent disability under the Illinois Teachers' Retirement System. Such time shall not be charged to the teacher's sick leave. Leaves of absence for work time lost because of an assault/battery shall be in accordance with Sections 7.1 (Sick Leave) and 7.8 (Leave of Absence) of this Agreement.

4.14 Property Damage

- A. **School Property** – All teachers shall use their best efforts to ensure that District property under their care is not damaged or destroyed. The Board shall not hold a teacher responsible for the damage of any school equipment if the teacher is not negligent therefore or has not willfully damaged the property or equipment.

Teachers shall satisfactorily account for all books, apparatus, keys and other property belonging to the District.

- B. **Personal Property** – Teachers shall not be required to bring personal property into the schools.
- C. **Teachers' Vehicles** – The parties agree to continue their efforts to find solutions to the problem of vandalism to teachers' vehicles.

4.15 Crisis Situations

In the event of a crisis situation teachers should refer to the Crisis Intervention Plan.

4.16 Complaints Procedure

- A.** In the event of a complaint, the teacher shall be promptly notified of the name of the complainant and the nature of the complaint.
- B.** The administrator will refer the complainant to the teacher and the teacher shall seek to address and remedy the complaint.
- C.** If the issue is not resolved, a meeting between the complainant, teacher and administrator shall be held.
- D.** In the event of a complaint which requires a more formal investigation, the administrator will notify the teacher and discuss the issue with the teacher, unless the investigation will be conducted by outside authorities.
- E.** The administrator(s) will conduct an investigation.
- F.** Once the investigation is completed, the administrator will meet with the involved parties to remedy the issue.
- G.** If complaints are false or unfounded, no discipline shall be taken and any documentation will be expunged from personnel and/or anecdotal file.
- H.** The teacher may respond to such complaints as provided in Section 6.1 of this agreement.

4.17 Teacher Assignments

Teachers will be tentatively advised not later than two weeks prior to the end of the school term, on the basis of information then available, of their grade(s), building(s), and where applicable, subject area(s) assignment for the next school year. Teachers shall be notified of a change in his/her room assignment once a final determination is made for the upcoming school term. District assignment schedules for all teachers shall not be published prior to this notification. Teachers shall be advised in writing at least two (2) weeks prior to the start of the school year of their assignments, provided that teachers may have to be reassigned if circumstances reasonably require such reassignment.

4.18 Vacancies and Transfers

- A. Notification Procedure** – The Superintendent or his/her designee shall have posted in all school buildings a notice of all vacancies in the bargaining unit and promotional vacancies as they occur or as they are anticipated. Where appropriate, such notice shall be accompanied by a

job description and a statement of minimum qualifications and salary range. Such vacancies shall be posted on the bulletin board in each Teacher's Lounge of every building and in the main office of every building. Except in case of emergency, no vacancies shall be filled on a permanent basis until such notice shall have been posted at least five (5) teacher employment days. During the summer, vacancy notices shall be posted on the District Website, e-mailed via district e-mail and mailed to all teachers who have provided the District a postage paid self-addressed envelope(s) for such purpose.

B. Voluntary Transfer

1. Any teacher may apply for transfer to another position and for which he/she is qualified by submitting a written application to the Superintendent or designee. Such application, indicating the specific position requested, shall remain on file for one (1) year.
2. In filling vacancies, the Superintendent shall consider the professional background and attainments of each applicant.
3. Each applicant shall receive written notice of acceptance or rejection for the transfer and the reasons therefore. If requested by the teacher, the Superintendent or his/her designee shall meet with the teacher to discuss the reasons for denial of the transfer.
4. Teachers who are currently teaching in a specialized assignment, (i.e. GAT) may request a transfer out of or into this assignment at the end of the current school term by submitting a written request to the Superintendent or designee. Each applicant shall receive written notice of acceptance or rejection of the request and the reasons therefore. If requested by the teacher, the Superintendent or his/her designee shall meet with the teacher to discuss the reason for denial of the request.

C. Involuntary Transfer – A transfer shall be defined as a change of building, or grade level, or subject area. Administrators will attempt to avoid involuntary transfers. Any teacher affected by an involuntary transfer shall be notified as early as possible through a private conference with his/her immediate administrator to discuss the transfer and the reasons therefore. At this conference, the teacher will be presented with a letter of Intent to Transfer, including the reasons for the involuntary transfer.

For an involuntary transfer effective for the next school term, this conference shall occur on or before the first teacher attendance day in May and prior to the transfer being published on the District assignment schedule. If an involuntary transfer for the next school term arises during

summer vacation, this conference will occur as soon as possible after the administrator determines the transfer. For an involuntary transfer effective during the current school term, the conference shall occur as soon as possible after the administrator determines the transfer.

A transfer will not become final until the following procedure is completed or not pursued by the Teacher within the stated timeline.

1. A Teacher may submit a written request to appeal the transfer to the Superintendent within five school days of the letter of Intent to Transfer.
2. A meeting will be conducted with the Superintendent within three school days that the Superintendent is in the District from receipt of request to appeal the transfer.
3. The Superintendent will issue a written decision within three school days of the meeting with the Teacher.
4. Upon receipt of the Superintendent's decision, the Teacher may submit a written request to appeal the transfer to the School Board within three school days.
5. The School Board will make every effort to consider the appeal at its next scheduled meeting, provided that the requirements for a special meeting can be met.

In addition to the timeline for resignation permitted under Section 5/24-14 of the Illinois School Code (i.e. 30 days written notice to secretary of the Board), a teacher who receives a Letter of Intent to Transfer may resign and will be released from his/her contract without the concurrence of the Board as follows:

Letter of Intent To Transfer Received By the Teacher:	Teacher may Resign By:
Summer vacation before 7/1	8/15
Summer vacation 7/1 to 8/1	The business day before first institute day or The second business day following Board decision on appeal, whichever is later.
After 8/1 or during current school term for immediate transfer.	45 Calendar days

Teachers who have been the subject of an involuntary transfer shall be given consideration for reassignment should a vacancy occur. A teacher affected by an involuntary transfer will be provided with boxes to pack up

the classroom. The District will move the affected teacher's classroom materials and supplies. In addition, the affected teacher will be provided an additional \$150 to purchase materials and supplies for their new assignment as long as the teacher's grade or subject area changes.

4.19 Professional Dress

In the interest of establishing a professional image for the District staff and ensuring an environment conducive to learning and promoting a working environment that is free from unnecessary disruption, the following guidelines shall apply to the manner of dress for all District personnel:

- A.** Employees are prohibited from wearing rubber shoe thongs (flip-flops).
- B.** Clothing should be neat and clean with no frayed pants/slacks and no holes.
- C.** Clothing and jewelry shall be free of writing, pictures and/or other insignias which may be perceived as vulgar, obscene, profane, sexually suggestive or that advocates prejudice against any group, individual or advocates the use of drugs or alcohol.
- D.** Fishnet fabrics, halter tops and bare midriffs are prohibited.
- E.** Oral or facial jewelry, with the exception of a nose stud, is inappropriate.
- F.** Hats and caps shall not be worn indoors.
- G.** Sweat pants are not to be worn except by the physical education teachers.

Exceptions to the above may be made based on need, special activities or events.

ARTICLE V – EMPLOYEE DISCIPLINE

- A.** The Association and the Board recognize the right of the administration to discipline teachers for just cause. The foregoing just cause provision shall not apply to the dismissal of a teacher.
- B.** A teacher may have a representative of the Association present at any meeting with an Administrator which the teacher reasonably believes may result in disciplinary action being taken.
- C.** A teacher may request a hearing before the Board concerning a formal disciplinary action within five (5) school days of receipt. The teacher may have an Association representative present at the hearing.
- D.** A teacher required to appear before the Board concerning a matter which could result in disciplinary action including a recommendation for dismissal, shall receive prior written notification of the purpose of the meeting and shall be entitled to have an Association representative present.
- E.** A teacher may be relieved of his/her responsibilities with pay during the investigation or resolution of an incident.

ARTICLE VI – ASSOCIATION - BOARD RELATIONS

6.1 Personnel Files

- A. Placement of Documents in the Personnel File** – A document shall not be placed in the file unless the teacher has been given the opportunity to read the document. Documentation of an occurrence shall not be placed in the file if more than fifteen (15) workdays have elapsed since the administration's knowledge of the occurrence. If either the administrator or the teacher is absent from school on the fifteenth workday, the above time line shall be extended as necessary. Anonymous complaints may not be placed in the file. Only documents included in the personnel file and/or the evaluation documentation may be used as a basis for formal discipline and/or formal evaluation.
- B. Right of Review** – Upon making an appointment, each teacher shall have the right to review the contents of his/her personnel file, except for credentials which shall include letters of recommendation. If a teacher specifically makes a request, an Association representative may accompany the teacher during such review.
- C. Right of Rebuttal** – Teachers shall have the right to attach statements to any document in his/her personnel file, provided such attachments shall be submitted within twenty-five (25) teacher employment days of the date the teacher received a copy of the original document(s) made part of the personnel file. The teacher's statement(s) shall be placed in the file within three (3) business days after receipt by the Superintendent.
- D. Copies** – Each teacher shall receive a copy of any document placed in his/her personnel file and shall concurrently acknowledge receipt of such copy, provided this subsection shall not be applicable to any document which is clearly non-evaluative. Failure on the teacher's part to acknowledge receipt of a copy shall not prohibit insertion of evaluative document in the personnel file. Such acknowledgment shall not imply concurrence with the contents.

Teachers may obtain copies of documents contained in the personnel file, provided copies will be made by Board personnel for the teacher.

- E. Expunged Documents** – Any personnel file documents ordered removed by a judge or an arbitrator shall be removed from the file and returned to the teacher within five (5) days of the conclusion of proceedings related to the order.

6.2 Board Meetings

- A. **Right to Address** – The Association shall be accorded the same right to attend and address the Board as any other organization or person.
- B. **Requests** – The Board may, at its sole discretion, grant a written request submitted by the Association at least three (3) school days prior to the Board meeting to address the Board in executive session with respect to personnel matters, provided it conforms to the meetings of public agencies (Open Meetings Act, (5 ILCS 120/1 et seq.).

6.3 Board Minutes and Copies of Public Information

A. Minutes and Agendas

- 1. The Board shall provide to the Association designee in each attendance center the proposed agenda and a copy of the minutes for all regular and special meetings of the Board no later than one (1) working day after the time such agendas and minutes are distributed to the members of the Board.
- 2. The Board shall provide the Association President or his/her designee the proposed agenda, general supporting materials and approved minutes within one (1) working day after receipt by the Board, but no later than the end of the regular school day preceding the day on which the regular Board meeting is to be held. Other documents of public information may be viewed upon written request in the District office.

- B. **Public Information** – The Board shall provide the Association, in response to reasonable request therefore, a copy of regularly prepared public information necessary for negotiations or the processing of a grievance, such as, but not limited to, the current annual audit, the current tentative and adopted budgets, current monthly financial statements, monthly itemized list of disbursements, payroll and bills, current annual financial report, register of certified personnel, annual census of pupil enrollment and salary scatter grams, provided that all extraordinary costs of preparing any copies shall be borne by the Association and provided that this section shall not require the Board to research, assemble, or especially prepare data.

- C. The Board and the Association shall share the costs of locating, researching, preparing and/or assembling responses to information or document requests submitted by the Association and its representatives. This provision shall be applicable to nonroutine requests. The measure of the cost of responding to the request shall be the value of the time of the

Board employees who must compile the information or documents requested. For purposes of determining the cost of Board employees' time that will be shared by the Association and the Board, Board employees shall record their time in quarter hour increments, and time will be valued at the total rate of \$15.00 per hour.

6.4 Academic Freedom

Within the scope of their duties and their responsibilities, the Board and teachers recognize their responsibilities to protect and encourage the search for knowledge and its dissemination. Teachers have both the right and obligation to adequately investigate and to present to their students, based upon their professional judgment, available information related to their grade or course area. Teachers should at all times try to be accurate, show respect for the opinion of others, identify their own personal persuasion on controversial issues and make every effort where appropriate, to indicate that they are not institutional spokespersons.

6.5 Policy Handbook

A current copy of the District Policy Manual (which includes the teachers' manual), including any revisions which are made from time to time, shall be available to all teachers in the office of the principal and/or from the Association President.

6.6 Use of School Facilities

- A. Meetings** – The Association shall have the right to hold only Chicago Ridge Education Association membership meetings outside the normal teacher day on school property, provided such meetings in no way interfere with any aspect of the total instructional program, and provided that, if such meetings entail additional maintenance or custodial or other expenses, the Association shall pay all costs. Notification for such use shall be submitted to the principal of the building at least twenty-four hours prior to the proposed use.
- B. Mailboxes** – The Association shall have the right to use the District's inter-school distribution facilities and teacher mailboxes for a reasonable quantity of Association materials which shall be properly identified.
- C. Bulletin Board** – The Association shall be allowed the use of the teachers' lounge for the posting of notices and materials relating to Association activities.
- D. Equipment** – Authorized Association members shall have the right to use on-site District equipment, such as computers, copiers, and duplicating

machines, except for central office equipment, provided notice of such use is given to the administrator responsible for such equipment. The Association shall pay \$.10 per page for copier pages.

- E. Association Files and Records** – Association files and records shall be allowed on District property in designated places. These files and records shall be accessible to Association officers.

6.7 Dues Deduction and Indemnification

- A. Deduction** – Upon receipt of lawful written authorizations from the teacher members covered by this Agreement, the Board agrees to deduct from their pay the regular Association membership dues (including the dues of the Illinois Education Association and National Education Association) during the term of this Agreement. The dues and a list of the teachers from whose pay dues have been deducted shall be forwarded to the individual designated by the Association to receive such materials no later than fourteen (14) days after such deductions are made. The amount of such deduction shall not vary as to any individual teacher during any single school year. By September 30 of each school year, the Association President or designee may request to meet with the District Business Office to review the written authorizations on file in the District. Such opportunity for review will apply only to authorizations and dues deductions for the current school year. The Board will only be responsible for the deduction of dues for those teachers from whom the Board has received and continues to maintain a written authorization. This provision does not supersede Section 1.3.B.4 (Fair Share).
- B. Indemnification** – The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any reasonable action taken by the Board under the provisions of this section.

6.8 Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to the Association affairs, these representatives shall be excused without loss of salary, provided the Association reimburses the Board for the cost of the substitute(s), for an aggregate number of days not to exceed nine (9) in any school term. No more than three (3) teachers shall use Association Leave on any workday. No more than two (2) teachers from the same building shall use Association Leave on any workday. Written notice for such leave shall be submitted to the Superintendent by the Association President or designee as early as possible or at least five (5) school days prior to the requested leave, except in case of emergency. The teacher requesting such leave shall make appropriate arrangements concerning the types and kinds of activities that will assist the substitute teacher and be

educationally beneficial to the students during his/her absence.

6.9 Professional Conferences

Teachers may, at the discretion of the Superintendent or his/her designee, attend professional conferences, meetings, or workshops. Teachers authorized to attend such programs shall, in addition to their regular salary, be reimbursed for reasonable expenses incurred. Mileage will be reimbursed at the current IRS rate for miles incurred beyond the teacher's normal daily commute. At the administrator's request, the teacher will give a brief synopsis of the workshop attended.

6.10 Names and Addresses of New Teachers

Names and addresses of newly hired teachers shall be provided to the Association within fourteen (14) days upon individual written request of the Association President or designee filed with the Superintendent or designee.

6.11 Building Advisory Committees

The teacher representatives defined in Section 6.12 shall meet as needed with their Administrator to discuss building level concerns prior to such concerns being brought to the District Advisory Committee. No discussions, resolutions, understandings, or agreements reached by the Building Advisory Committee shall be subject to the grievance procedure or binding arbitration under this Agreement.

6.12 District Advisory Committee

The Teacher-Administration Advisory Committee shall be established to discuss any matters concerning educational policies and developments or any other problem or subject of interest or concern, except personnel issues that may impact the evaluation of a teacher, administrator or other member of the district staff. No discussions, resolutions, understandings, or agreements reached by the District Advisory Committee shall be subject to the grievance procedure or binding arbitration under this Agreement.

A. Membership

1. Two (2) members from each attendance center elected by the teacher members of the attendance center.
2. One (1) member from the Special Education Group elected by the teacher members of the Special Education Group.
3. The Association President or designee.

4. The Superintendent.

B. Meetings – The Superintendent shall be the chairperson; appoint the recording secretary; and set the time, date and place of the meetings.

1. Agenda items may be submitted by any committee member.

2. Meetings will be held no less than twice each school year. One meeting shall occur before the end of the first quarter and the second before the end of the third quarter.

3. Whenever possible, notice of the meeting will be distributed at least five (5) days prior to the meeting date.

C. Limitation – The Committee shall not have any power to negotiate changes in this Agreement.

6.13 Association Rights Exclusive

The rights granted herein to the Association shall not be granted nor extended to any other teacher organization for the term of this Agreement.

ARTICLE VII – LEAVES

7.1 Sick Leave

- A. Definition** – Each probationary teacher shall be allowed thirteen (13) days of sick leave each school year without loss of pay. Eight (8) of these days shall be credited as of the third teacher attendance day of each school term. The remaining five (5) days shall be credited as of November 1st of each school term. Up to three (3) days sick leave may be used as Personal Business Leave as provided in Section 7.4.

Upon acquiring tenure and/or his/her fifth year of employment, a teacher shall be allowed sixteen (16) days of sick leave each school year without loss of pay. Eight (8) of these days shall be credited as of the third teacher attendance day of each school term. The remaining days shall be credited as of November 1st of each school term. Up to three (3) days sick leave may be used as Personal Business Leave as provided in Section 7.4.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Should the Board require a teacher to submit to examination by a physician of the Board's choosing, then the Board shall pay the full cost of that examination. The immediate family for the purpose of this Section shall be the teacher's parents, step parents, spouse (includes a party to a civil union), parents-in-law, step parents-in-law, sisters, step sisters, sisters-in-law, daughters-in-law, brothers, step brothers, brothers-in-law, sons-in-law, children, step children, grandparents, grandparents-in-law, step grandparents, grandchildren, step grandchildren, legal guardians and IRS dependents and/or sole next of kin.

- B. Accumulation** – All teachers shall be awarded sick leave days in accordance with Section 7.1.A above but days in excess of three hundred eighty (380) days may not be carried over to the following school year.

A teacher in his/her last year of employment prior to retirement under TRS and who has accumulated in excess of three hundred eighty (380) days may donate up to ten (10) days to the sick leave bank prior to the last week of the school term.

- C. Temporary Disability** – A teacher who is absent because of temporary disability or incapacity after using all accumulated sick days to which he/she is entitled shall be deemed eligible for the benefits provided under this paragraph upon presentation of the certificate of two licensed

physicians that s/he is unable to return to work or when determined eligible for temporary disability payments under the Illinois Teachers' Retirement System. The Board shall grant said teacher an unpaid leave of absence and shall pay for the teacher's health insurance, as provided in Section 12.3 as follows: for first and second year teachers, for the first thirty (30) days (one month) of the absence; and for all other teachers, one month for every two (2) years of service, not to exceed twelve (12) months (one year) in total during a teacher's employment in the District. Any entitlement to leave and/or continued Board-paid insurance under the Family and Medical Leave Act shall run concurrently with the benefits provided under this paragraph.

- D. Use of Sick Leave** – Sick leave may be taken in full-day or half-day increments.
- E. School Closing** – Sick day leave shall not be charged to a teacher when the school officially closes.

7.2 Sick Leave Bank

The Association shall maintain a Sick Leave Bank for the Bargaining Unit members. A Sick Leave Bank Committee will be established which will consist of 1 member from each building and two (2) additional members and one (1) alternate appointed by the Association's Executive Board.

- A.** All Bargaining Unit members shall be eligible to participate in a Sick Leave Bank program on a voluntary basis, provided that the member:
 - 1. Has contributed a sick leave day (the day is non-returnable).
 - 2. Agrees to the rules and regulations of the Sick Leave Bank.
 - 3. Makes application on the provided form by October 1 of any school year. Bargaining Unit members hired after October 1st must apply within ten (10) business days of their hire.
- B.** If the member fails to join the Sick Leave Bank by October 1 of the given year, then the member is not eligible to withdraw days from the Sick Leave Bank.
- C.** If a member of the Sick Leave Bank resigns membership, all days are forfeited. If that member wants to rejoin in a future year, he/she must contribute two (2) days to reinstate their membership.
- D.** The Sick Leave Bank Committee shall notify the Business Manager within five (5) business days of October 1st as to the enrollment of the Sick Leave

Bank.

- E.** Membership contributions will consist of one (1) sick day for the first two (2) years; future contributions will be based on criteria established by the Committee. The Sick Leave Bank Committee will not call for additional donations to the bank unless the accumulated balance of days falls below ninety (90).
- F.** Days withdrawn from the Sick Leave Bank by a given member will be limited to a maximum of sixty (60) days per school year.
- G.** Resignation or dismissal from the school district shall terminate Sick Leave Bank membership. A resigned or terminated member shall not be entitled to claim days contributed to the Sick Leave Bank, nor shall such resigned or terminated member be eligible for any benefits of membership after the effective date of resignation or termination.
- H.** 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 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.
- I.** All withdrawals from the Sick Leave Bank shall be authorized solely by the Sick Leave Bank Committee. Authorized withdrawal by participating members from the Sick Leave Bank must be accompanied by:

 - 1. A written application for benefits which shall have reasonable documentation, as may be required, evidencing a legitimate need for Sick Leave Bank days.
 - 2. An individual must exhaust all sick and personal days which he/she has accumulated and have three non-paid days before accessing Sick Leave Bank days.
- J.** Sick Leave Bank benefits are limited to instances of personal illness of the Bargaining Unit member, the Bargaining Unit member's spouse (includes party to a civil union) and/or dependent child, based on criteria set by the Sick Leave Bank Committee.
- K.** Any member who is receiving disability benefits from the Teachers' Retirement System, or who is absent for illness due to a work-related injury (which is covered under the Illinois Workers' Compensation Act), is not eligible for Sick Leave Bank benefits.

- L. All decisions made by the Sick Leave Bank Committee are final.
- M. The Association shall hold harmless the School Board and the Administration for decisions made by the Sick Leave Bank Committee.

7.3 Accident and Injury Leave

In case of any accident or injury arising out of and in the course of employment, the involved teacher shall make every effort to report to said teacher's principal or immediate supervisor as promptly as possible.

The Board shall continue the teacher's wages in full until Workers' Compensation payments begin. After such payments begin, the Board shall pay the difference between Workers' Compensation payments and the contractual salary of the teacher for a period of time not to exceed the balance of the school year or ninety (90) calendar days, whichever shall be the longer, provided such payments by the Board shall in no instance extend beyond the date when the teacher shall qualify for permanent disability under the Illinois Teachers Retirement System. All such payments shall be without reduction of the accumulated sick leave of the teacher. (See also Section 4.13 of the Agreement for accident or injury leave arising from an assault.)

7.4 Personal Business Leave

- A. **Days** – Each teacher shall be entitled to use up to (3) three days of sick leave annually as personal business leave without loss of pay. No reason for such leave need be given.

Such leave shall not be accumulative as personal business leave days but shall accumulate as unused sick leave. Written application for personal business leave shall be made to the Superintendent or his/her designee at least two (2) teacher employment days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency. Such leave may not be used for purposes of vacation. Except in the sole and nonreviewable discretion of the Superintendent, such leave may not be granted during the first five (5) and last five (5) teacher employment days, nor the day immediately preceding or the day following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays nor an emergency which shall be explained.

- B. **Purpose** – Personal business leave days for matters which cannot be handled during non-school days or hours shall not be denied arbitrarily nor be available during a work stoppage of any kind.

- C. **School Closing** – Personal business leave days shall not be charged to a teacher when the school officially closes.
- D. **Use of Personal Business Leave** – Personal business leave may be taken in full-day or half-day increments.

7.5 **Jury Duty**

A teacher who serves jury duty will receive full pay so long as s/he submits a copy of the jury payment check to the business office. The teacher shall retain the check received from the court for jury service.

7.6 **Bereavement Leave**

Upon request, a teacher will be granted up to three (3) days off, to be used in the same school year, without loss of pay to attend the funeral of his/her immediate family as defined in Section 7.1.A above, or household. In the event that the funeral is more than two hundred fifty (250) miles from the teacher's residence, the teacher shall be entitled to an additional two (2) days funeral leave which shall also be used in the same school year.

Upon request, a teacher will be granted one (1) day off, to be used in the same school year, without loss of pay to attend the funeral of his/her aunt or uncle (and in-laws of such relationships), niece or nephew.

7.7 **Educational Improvement Leave**

Tenured teachers may be granted an unpaid leave of absence for professional study, upon application to the Superintendent, for the purpose of engaging in study reasonably related to his/her professional responsibilities in an accredited college or university. Such leave shall be in accordance with the general terms and conditions applicable to all leaves as set forth in Section 7.8 below.

7.8 **Leave of Absence**

In the sole discretion of the Board, a teacher may be granted a leave of absence without pay for medical or disability reasons, educational improvement, or other appropriate reasons. The granting of leave in one instance shall not constitute a precedent for any other applicant. Unless otherwise set forth in Article VII, any leave of absence afforded by the Board is subject to the following general terms and conditions:

- A. **Time Lines for Requesting Leaves** – Application for an unpaid leave shall be made in writing to the Superintendent or designee 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 1 of the preceding year. An emergency request for an unpaid 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.

- B. Medical Substantiation** – Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any teacher on an unpaid leave for personal medical reasons. From time to time during the leave, the Board may request additional physician's statements from a teacher.
- C. Structuring of Leave** – After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and three pertinent time factors related thereto. An unpaid leave shall not exceed the balance of the school year in which it commences, and one (1) additional school year if approved by the Board. Every effort shall be made to have such leave terminate immediately prior to the start of the new school year
- D. Insurance Benefits** – With the consent of the carrier, a teacher on any unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the business office or elsewhere pursuant to its direction. On the last day of the month following the commencement of a leave of absence for non-disability related reasons, the Board will discontinue payment of premiums for insurance benefits. Insurance benefits for teachers on disability-related leaves shall be paid in accordance with Section 7.1. C (Temporary Disability) of this Agreement.
- E. Salary Schedule Advancement/Seniority Effect** – A teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time in which the teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a teacher may be entitled to advancement on the salary schedule and may be afforded pro-rata seniority credit provided the teacher has taught a minimum of one hundred (100) working days (ten of which may be current sick leave days).
- F. Notice of Intent to Return** – Any teacher granted leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than March 1 prior to the termination of such leave that he/she intends to return to employment.

Failure to advise the Superintendent or designee of intent to return as required by this provision shall be treated as an election not to return to employment and as a resignation from the District.

- G. Position Upon Return** – A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is legally qualified.
- H. Eligibility for Further Leaves** – Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not generally become eligible for a subsequent leave for a non-disability related reason unless and until such teacher has returned to full-time service for at least one (1) complete school term. Such leaves shall be at the Board's discretion.
- I. Early Return from Leave** – A teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting teacher the first available vacancy for which the teacher is qualified, provided the Board is not under contractual or other obligations to any other teachers.

7.9 Child Rearing Leave

A tenured teacher shall be eligible for child-rearing leave without pay or other benefits subject to the following conditions and to the general conditions for unpaid leaves set forth in Section 7.8 of this Article:

- A. Application and Duration** – A teacher who desires a child-rearing leave shall request approval for such leave in accordance with Section 7.8 of this Article. The effective dates of the leave shall be determined pursuant to Section 7.8, except that a child-rearing leave shall extend for one additional school year beyond the balance of the year in which it commences, provided that the request for the additional year shall be made by March 1 of the year in which the leave commences. A child-rearing leave must begin no later than the actual date of delivery of the child.
- B. Use of Sick Leave** – Sick leave shall not be applicable during the period of the child-rearing leave, except for that period of disability immediately following (or preceding, if required) the birth of the child. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment by the District.
- C. Non-Tenured Teachers** – A child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board,

subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.

- D. Disability Leave Alternative** – Nothing in this Section shall be construed as requiring any teacher to apply for a child-rearing leave. A teacher not eligible for or not desiring child-rearing leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during the period of disability due to pregnancy in accordance with Section 7.8 (i.e., the contract's sick leave/disability provisions) of this Article. Such teacher shall return to employment immediately following the termination of her disability.
- E. Adoptive Leave** – Any teacher desiring adoptive leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon initiation of such adoptive proceedings. Leave shall be granted upon notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed as to the status of the proceedings and, as soon as known, the expected date of delivery of the child. In addition, leaves shall be granted at any time during the first year after receiving de facto custody of a child.
- F. Substitution** – A teacher on paternity or maternity leave of absence shall not be denied the opportunity to substitute in the District by reason of the fact the teacher is on such a leave of absence.

7.10 Family and Medical Leave

The Board and the Association agree to comply with the provisions of the Family and Medical Leave Act (FMLA), subject to the following stipulations:

- A.** Employees covered by this Agreement who have been employed for at least twelve (12) months are eligible for leave under the FMLA.

B. Family and Medical Leave shall be limited to a total of twelve (12) weeks in any fiscal year, and shall be available to an eligible employee for the following purposes:

1. Birth and care of a child for the first year following birth;
2. Adoption or placement of foster children in the employee's home;
3. The employee's own serious medical condition;
4. The serious medical condition of an employee's spouse (includes a party to a civil union), child or parent;
5. Any other purpose allowed by the FMLA.

The employee may elect to use available paid leave time for all or part of this leave as appropriate, but the total amount of leave available under this section shall be limited to a total of twelve (12) workweeks in any fiscal year.

C. During a Family and Medical Leave, an employee will continue to be covered under the Board's group health insurance plan under the same conditions as if the employee had worked continuously during the leave period.

D. The Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.

ARTICLE VIII – GRIEVANCE PROCEDURE

8.1 Definition and Time Limits

- A. **Definition of Grievance** – A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.
- B. **Definition of Days** – All time limits shall consist of teacher and/or administrator employment days. During the summer recess, days shall mean Monday through Friday, exclusive of legal holidays.
- C. **Scope** – Every teacher covered by this Agreement shall have the right to present grievances in accordance with this provision. The Association shall also have this right. The Board shall not discriminate against any teacher for the initiation or participation in any grievance.
- D. **Concurrence with Limits** – Failure of a teacher or the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- E. **Extension of Time Limits** – Any time limits may be extended by mutual agreement.

8.2 Procedure

The parties hereto acknowledge that it is desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communication. Therefore, the Association and the Board would prefer the informal resolution of alleged contract violations. The option of informal resolution or formal filing remains with the teacher and/or Association.

A. **Informal Process – Step I**

The initiation of the Informal process shall begin by the teacher and/or Association requesting a meeting with the immediately involved supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the occurrence may reasonably have been ascertained.

1. The teacher may have an Association representative to assist in the informal resolution of the grievance.
2. The supervisor shall respond in writing to the alleged contract violation within five (5) days.

3. If the informal process fails to satisfy the teacher or the Association, a formal grievance must be filed within ten (10) days of the supervisor's response.

B. Formal Grievance Procedure – Step II

Initial Filing and Conference – If the informal procedure is not utilized, the affected teacher or the Association may present a grievance in writing to the immediately involved supervisor within ten (10) days of the occurrence of the event giving rise to the grievance or within ten (10) days of when the occurrence may reasonably have been ascertained.

1. The supervisor will arrange a meeting to take place within ten (10) days of receipt of the grievance. The grievant, his/her chosen Association representative and the immediately involved supervisor may be present for the meeting.
2. Within ten (10) days of the meeting, the grievant and the Association President shall be provided with the supervisor's written response, including the reasons therefore.

C. Superintendent Level – Step III

If Step II is not utilized (or the grievance is not resolved), then the grievant may refer the grievance to the Superintendent in writing within ten (10) days of receipt of the Step II response. If the grievance is filed at Step III, the grievance must be filed within ten (10) days of the occurrence of the event giving rise to the grievance or within ten (10) days of when the occurrence may reasonably have been ascertained.

1. The Superintendent shall arrange a meeting within ten (10) days of receipt of the appeal. Each party shall have the right of representation, including witnesses and/or counselors, as it deems necessary.
2. Within ten (10) days of the meeting the grievant, the Association President and the Board President shall be provided with the Superintendent's written response, including the reasons therefore.

D. Board Level – Step IV

If the grievance is not resolved in Step III, then the grievant may refer the grievance to the Board of Education in writing within ten (10) days of receipt of the Step III response.

1. The Board of Education shall arrange a meeting within thirty (30)

days of receipt of the appeal. Each party shall have the right of representation, including witnesses and/or counselors, as it deems necessary.

2. Within ten (10) days of the meeting, the grievant, the Association President and the Superintendent shall be provided with the Board of Education's written response, including the reasons therefore.

E. Mediation Level – Step V

If the grievance is not resolved in Step IV, then the Association shall request a Grievance Mediation session through the Federal Mediation and Conciliation Service (FMCS) within ten (10) days after receiving the Step IV decision of the Board of Education. Upon receipt of written notification of intent, the Board of Education or their designee shall submit the request to FMCS.

Grievance mediation is an informal and confidential process. It is understood by both parties that the mediator has no authority to compel the resolution of the grievance. Procedures to be utilized during the mediation process are within the domain of the FMCS mediator and cannot be mandated by either party.

All statements by the parties, participants or the mediator shall not be used for any purpose whatsoever in any pending or subsequent proceedings on the matter. If the grievance is not resolved at Step V, the Association may proceed to Step VI.

F. Binding Arbitration – Step VI

If the Association is not satisfied with the disposition of the grievance in Step V, or the time limits have expired without issuance of the Superintendent's written response, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the receipt of the Step V answer, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Board and the Association, and his/her decision shall be based only on the

interpretation of the meaning or the application of the expressed relevant language of the Agreement.

3. The fees and expenses of the arbitrator and the cost of the written transcript shall be divided equally between the Board and the Association provided that each party shall be responsible for compensating its own representatives and witnesses.
 4. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript is furnished to the arbitrator, the cost of such transcript shall be divided equally between the parties.
- G. Conflict** – If the Association or any teacher files any claim or complaint in any court of law or appropriate government agency other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.
- H. Non-interruption of Work** – Any investigation, handling or processing of any grievance by the grieving teacher, other than the formal arbitration hearing shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff. Arbitration hearings shall be scheduled insofar as possible after school hours or on days when school is not in session. If the District requests meetings to process grievances during the regular school day neither the grievant nor the Association representatives, if any, shall suffer any loss of pay. If an arbitration is held during the normal school hours, the grievant, the Association representative and any subpoenaed witnesses shall be excused and shall not suffer any loss of pay.
- H. Withdrawal** – A grievance may be withdrawn at any level without establishing precedent, and if withdrawn at any level shall be treated as never having been filed. Notification of the withdrawal of a grievance shall be in writing.
- J. By-Pass of Steps** – If the Association and the Superintendent agree, Step I of the grievance procedure may be by-passed and the grievance brought directly to Step II. Grievances involving an administrator above the building level may be initially filed at Step II.
- K. Multiple Grievances** – If the parties agree, more than one grievance may be submitted to the same arbitrator.

- L. **No Reprisals: Records** – No record pertaining to any grievance shall be entered in the personnel or anecdotal file of any teacher.
- M. **Joint Statement** – The Association and the Superintendent will issue a statement to the school community regarding the resolution of the grievance.

ARTICLE IX – FORMAL OBSERVATION AND EVALUATION

This Article shall apply to the formal observations of tenured and non-tenured teachers.

9.1 Evaluator(s)

The observation and evaluation of teachers shall ordinarily be done by the building principal, provided that other administrative personnel may perform evaluations. Teachers shall be advised of any observations and/or evaluations that are to be made by District administrative personnel other than the building principal or immediate supervisor prior to the occurrence of the observation and/or evaluation.

9.2 Initial Conference

Prior to the evaluation, the building principal and/or special education administrator, shall hold a meeting and acquaint each teacher under his/her supervision with the teacher evaluation procedure and criteria, including the areas of evaluation. None of the required evaluations shall take place until such pre-observation conference has been completed.

9.3 Frequency

Teachers who have not entered into continued contractual service shall be evaluated a minimum of once each semester. Upon entering into their initial year of continued contractual service, teachers shall be evaluated a minimum of one time during the school term. All other teachers who have entered into continued contractual service with the Board of Education and have received an overall rating of Proficient on their most recent evaluation shall be evaluated a minimum of one time every two school terms. Nothing in this section shall preclude a teacher from requesting an evaluation yearly. Teachers who travel from building to building for instructional purposes will be evaluated by one principal to fulfill the evaluation requirements.

9.4 Length of Observation

All such required observations shall be one class period in length and shall be done with the person making the evaluation in the teacher's classroom or work area. Upon teacher request, such observations shall be consecutive minutes. The length of all other observations will be determined in each case by the person making the evaluation.

9.5 Areas of Evaluation

Areas of evaluation shall be related to the teacher's duties and responsibilities as a teacher. Areas to be evaluated shall include those in the current evaluation plan.

9.6 Evaluation Documentation – Administrators shall keep a file for formal evaluation.

- A.** Any evaluation documentation that may affect a teacher’s evaluation will be provided to the teacher within five (5) workdays of the administrator’s knowledge of the occurrence which is recorded thereon. If either the administrator or the teacher is absent from school on the fifth workday, the above time line shall be extended as necessary.

Evaluation documentation may be retained for up to thirty (30) teacher employment days after the completion of the summative evaluation. However, if the overall rating of the summative evaluation is “Needs Improvement” or “Unsatisfactory”, the evaluation documentation may be maintained as follows:

1. Where the overall rating was “Needs Improvement”, for up to thirty (30) teacher employment days after the next summative evaluation with an overall rating of at least “Proficient”.
2. Where the overall rating was “Unsatisfactory”, for up to thirty (30) teacher employment days after the final evaluation at the end of the remediation period, provided that such overall rating is at least “Proficient”.

- B. Rebuttal** – The provisions under Section 6.1 C shall also be applicable to evaluation documentation.

9.7 Summative Evaluations

All summative evaluations shall be in writing and on the form developed from the Evaluation Plan including comments. The summative evaluation shall be presented in a conference within fifteen (15) school days of the required observation. Each teacher shall be given a copy of the evaluation. The teacher shall acknowledge its receipt; such acknowledgment shall not imply concurrence with the contents.

9.8 Rebuttal

If the teacher feels his/her formal written evaluation is incomplete, inaccurate or unjust, he/she may put his/her objections in writing within fifteen (15) teacher employment days and have them attached to the evaluation report.

9.9 Evaluation Committee

The Evaluation Committee as described by the Evaluation Plan will meet when necessary for the purposes of reviewing and suggesting revisions to criteria and

procedures of the instrument and/or to review and revise the current evaluation instrument and procedures for implementation. During the review process, the Committee will discuss the effective use and implementation of technology, with regard to the evaluation process. The Committee will consist of two (2) teacher representatives and the principal (and/or assistant principal) from each building and the Superintendent of Schools. The Association and the Administration may each have a representative present during the committee meetings.

ARTICLE X – REDUCTION IN FORCE

According to the agreement reached by the RIF Joint Committee and in compliance with the Education Reform Act, teachers shall be ranked into Groupings based on evaluations and qualifications.

If the Board deems it necessary to decrease the number of teachers employed by the District or to discontinue some type of teaching service, written notice shall be given to the teacher(s) as required by the School Code of Illinois. In all such cases the Board shall first remove or dismiss all teachers.

10.1 Order of Dismissal

- A. **Definition of Seniority** – Unless otherwise provided in this Agreement, seniority for the purpose of this Agreement shall be based on the date of beginning continuous employment as a teacher covered by this Agreement.

- B. **Termination of Seniority** – Seniority shall be terminated if a teacher:
 - 1. quits or resigns;
 - 2. is terminated;
 - 3. retires or is retired;
 - 4. fails to respond to a notification of recall within fifteen (15) calendar days of its receipt or twenty (20) calendar days of its mailing, whichever is less. Notification of recall of a teacher shall be by certified mail, return receipt requested addressed to the most recent address provided by the teacher. It shall be the responsibility of the teachers laid off to advise the District in writing of their latest address;
 - 5. fails to return from an approved leave of absence at its expiration, except in cases of proven emergency.

- C. **Tie Breakers** – If the Groupings and qualifications of two or more teachers are equal, then the sequence of honorable dismissal will be determined by length of continuing service within the school district. If the length of continuing service within the school district is equal, then the sequence of honorable dismissal will be determined by total years teaching experience in an accredited institution; then if conditions remain equal, the sequence of honorable of dismissal will be determined by the number of hours beyond the BA on file with the District at the time of RIF;

then if conditions remain equal, the tie will be broken by lottery.

- D. **Transfers** – In order to maintain the principle that the highest ranked/qualified teachers are retained, the Board may implement necessary transfers within the District to achieve this end.

10.2 Order of Recall

- A. A teacher ranked in Grouping 3 or 4 who is honorably dismissed has recall rights.
- B. If a full-time position becomes available within the recall period provided in the School Code of Illinois, said position shall be tendered to a teacher so honorably dismissed in the reverse order of his/her honorable dismissal within his/her Grouping so far as the teacher is certified to hold such positions and in accordance with Section 10.1.C of this Article.
- C. Notice of recall shall be sent to a teacher by registered mail, return receipt requested, to the last address submitted to the Board by the teacher. Failure of the teacher to affirmatively respond to such notice within fifteen (15) calendar days of its receipt or twenty (20) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article. The Board shall notify the Association President or designee at the same time as the teacher(s) being recalled.
- D. **Part-Time Employment** – A teacher in Grouping 3 or 4 who has been honorably dismissed for reasons of RIF may accept or reject part-time employment without waiving subsequent recall rights to full-time employment.

10.3 Notification of Association President

In the event of a reduction in force, the Superintendent or designee shall submit the names of all teachers recommended for dismissal to the Association President or designee prior to any Board action. The Association President or designee shall receive such notice on the same day notification is sent to the members of the Board of Education. In the event that the Board determines to dismiss a teacher whose name was not submitted to the Association by the Superintendent or designee prior to Board action, the Superintendent or designee shall provide the name(s) of the teacher(s) dismissed to the Association President or designee within twenty-four (24) hours following the close of the Board meeting at which such dismissal occurred.

10.4 Seniority List

A seniority list of all teachers covered by this Agreement in accordance with Section 10.1, shall be compiled and presented to the Association President or designee prior to February 1 of each year of this Agreement. Seniority lists will be corrected and posted in each building's teacher's lounge.

ARTICLE XI – RETIREMENT INCENTIVE

- 11.1** It shall be a goal of the Board to provide an incentive for eligible, senior teachers to retire if, at the sole and non-reviewable discretion of the Board, said retirement would be in the best interest of the Board. The Board's exercise of discretion under this Section shall be subject to Section 11.5.
- 11.2** Upon reaching 55 years of age in the calendar year of employment by June 30 of the school year of retirement, and completing eighteen (18) years of full-time employment with the Board, and qualifying for retirement under the Pension Code and the rules and regulations of the Illinois Teachers' Retirement System ("TRS"), a teacher may elect to retire, effective at the end of a school year, and request that the Board approve the payment of a retirement incentive. The Board may approve such request. A teacher requesting a retirement incentive shall submit his/her written request to the Board not later than February 1 prior to the last year of employment.
- 11.3** For a retiring teacher for whom the provisions of law require a payment to be made by the Board in order to avoid an early retirement penalty, and is eligible for a retirement incentive under Section 11.2., the Board shall pay the lesser of the following sums:
- A.** the teacher's one-time early retirement option contribution; or
 - B.** a portion of the teacher's one-time early retirement option contribution computed at a rate of one-half percent (1/2) of the teacher's last full-time salary rate as a teacher for each full year of consecutive full-time employment by the Board.

Notwithstanding the foregoing provisions of Section 11.3, the Board may, in its sole and non-reviewable discretion, pay the teacher's entire one-time early retirement option contribution.

Any payment hereunder shall be regarded, in all instances, as an Employer payment made to a qualified non-contributory retirement plan and, as such, qualify pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended.

- 11.4** For a retiring teacher for whom the provisions of law do not require a payment to be made by the Board in order to avoid an early retirement penalty, and is eligible for a retirement incentive under Section 11.2, the Board shall provide one of the following options, provided further, except as otherwise permitted below, that the teacher has not received an increase in his/her total TRS creditable earnings in excess of 6% for any school year used to calculate the teacher's TRS pension and the teacher retires by the end of the first school year s/he completes thirty-five years of TRS creditable service or by the end of the second school

year s/he exceeds sixty (60) years of age and has completed eighteen (18) years of full-time employment with the Board, whichever shall first occur:

A. For teachers giving 1 year notice:

A salary increase for the teacher's last year of Board employment in an amount six percent (6%) greater than his/her previous year's Board salary (i.e., the teacher shall receive said increase in lieu of the increase that would otherwise be provided under this Agreement for his/her final year of Board employment).

B. For teachers giving 2 years notice:

A salary increase in the year prior to the teacher's last year of Board employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last year of Board employment, in an amount six percent (6%) greater than the previous year. The teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.

C. For teachers giving 3 years notice:

A salary increase in the third to last year of the teacher's employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last two (2) years of Board employment, in an amount six percent (6%) greater than the previous year. The teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.

D. For teachers giving 4 years notice:

A salary increase in the fourth to last year of the teacher's employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last three (3) years of Board employment, in an amount six percent (6%) greater than the previous year. The teacher shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final years of Board employment.

In order for a teacher to participate in the retirement incentive options described above (11.4A. through 11.4D), the teacher shall submit his/her written request to the Board not later than February 1 prior to the first year for which the teacher is requesting the payment of a retirement incentive.

The teacher's written request shall identify the retirement option (A, B, C, or D above) requested by the teacher. The request shall also include the teacher's resignation from employment by the Board, effective at the end of the school term consistent with the selected option. It is understood and agreed that such resignation shall be contingent upon the Board's approval of the request.

E. In addition to options 11.4A., 11.4B., 11.4.C. or 11.4.D. above, the Board shall also pay to the retiring teacher as a severance payment by August 1 following the school year wherein the teacher's retirement is effective:

1. A payment of \$30.00 for each unused sick leave day not used for TRS credit, up to a maximum of \$5,100.00;
2. A lump sum of \$10,000.00 in lieu of health insurance. In the alternative, at the teacher's election, the Board will contribute towards the cost of TRS major medical health insurance (single coverage) for the retiring teacher at 90% of the managed care rate for the school year, not to exceed a Board contribution of \$170.00 per month, one year of insurance for every seven (7) years of full-time service in the District. The retiring teacher shall indicate his/her choice of benefit by May 1 prior to retirement; and
3. a lump sum based on the retiring teacher's salary in his/her last year of employment in the District as follows:

Years	Amount
18	14%
23	16%
28	18%
33	20%

The lump sum payments provided above are not intended by the Association or the Board to result in additional creditable earnings for the retiring teacher.

Notwithstanding the provisions of A. through E. above, in no event shall the Board provide any increase or make any payment to a teacher that will require the Board to make any payment to the Illinois Teachers' Retirement System in addition to the amount paid to the teacher. However, a teacher may receive an increase in creditable earnings in excess of six percent (6%) for a school year used to calculate the teacher's pension if s/he was required by the District to provide an additional service that generated the excess. In such event, the teacher will remain eligible for a retirement incentive.

11.5 A teacher whose request for a retirement incentive is approved by the Board shall retire under the terms and conditions of the collective bargaining agreement

in effect when the Board approved the request, irrespective of any change in the retirement provisions of the collective bargaining agreement in effect on the date of retirement.

11.6 Conditions for withdrawal of retirement:

The teacher's request for the approval of a retirement incentive shall be deemed to constitute an irrevocable resignation from employment, effective on said date, once the request is approved by the Board. However, the teacher may request to withdraw his/her retirement request for the following reasons that arise after the Board approved the request:

- A.** diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
- B.** total disability of the retiree's spouse;
- C.** serious illness of a medically and financially dependent child or parent; or
- D.** legal action for the dissolution of the teacher's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement incentive.

In any of the above events, the teacher will tender a written proposal for the withdrawal of his/her retirement request. As a condition of the Board's consideration of the request, the teacher will agree to a wage deduction that will repay the Board any retirement incentives paid to the teacher to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept the request to withdraw the resignation in its discretion.

11.7 The number of teachers who may be awarded a retirement incentive under Section 11.3 in any year may be limited at the Board's option to ten percent (10%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in Board employment. The number of teachers who may be awarded a retirement incentive under Section 11.4 in any year may be limited at the Board's option to thirty percent (30%) of those eligible, with the right to participate to be allocated among those applying on the basis of seniority in Board employment. In the event of a tie in seniority in Board employment, the order of seniority shall be determined in favor of the employee with the earliest birth date. If a teacher is unable to retire in the first year eligible under Section 11.4 due to the Board's exercise of the thirty percent (30%) option provided in this Section, the teacher will have priority to retire at the end of the following school year without losing the retirement incentive.

- 11.8** In the event that there are further amendments to Pension Code or TRS Rules following the parties' agreement to this Article XI, either the Association or the Board may request to bargain regarding the changes.
- 11.9** The Association acknowledges that the terms contained in this Agreement with respect to Article 11, RETIREMENT INCENTIVE, are the result of full, frank and arms-length negotiations between the parties. Accordingly, the Association accepts equal responsibility for the provisions of this Section.

ARTICLE XII – COMPENSATION AND FRINGE BENEFITS

12.1 Compensation Schedule

- A. Compensation Schedule** – The Compensation Schedules for teachers covered by this Agreement for each school year of this Agreement are attached hereto as Appendices.
- B. Teachers' Retirement System**
- 1. Payments** – From the annual salaries stated in the Compensation Schedule for each year of this Agreement, the Board shall make a contribution on behalf of the teachers to the State of Illinois Teachers' Retirement System in the amount equal to nine and four tenths percent (9.4%) of the teachers' salaries, in lieu of the teachers' required contributions to said amount. The teachers shall have no right or claim to the funds so remitted except as such funds may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the teachers did not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to the State of Illinois Teachers' Retirement System, and such contributions are made as a condition of employment to secure the teachers' future services, knowledge and experience.
 - 2. Hold Harmless** – The Association and each teacher will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this section. No such claim, demand, action, or suit may be settled or compromised by the Association without the written consent of the Board if such claims, demands, actions, or suits adversely affect the Board, its members, its agents and/or its employees.
- C. Advancement** – Teachers who are in a graduate program or who take courses related to the District's teaching program shall be eligible to advance in the lanes as set forth in the Compensation Schedule, including teachers who receive longevity payment(s). In order for coursework to apply towards advancement on the salary schedule, the teacher must obtain the written pre-approval of the Superintendent or designee. In addition, teachers enrolled in a cohort or graduate program may have all required course work pre-approved at the beginning of the program by the Superintendent or designee. Pre-approval of coursework shall be at the

sole and non-reviewable discretion of the Superintendent or designee. Official transcripts must be received in the Superintendent's office no later than the close of business on the last Friday in October for retroactive credit to the first day of the school term.

If the official transcripts are not received in the Superintendent's office by the close of business on the last Friday in October, advancement will not be provided until the following school year.

No more than six semester hours of undergraduate course credit related to the District's curriculum may be submitted for advancement on the District's salary schedule.

Salary schedule advancement shall not exceed twelve (12) credit hours in a school year unless the teacher is enrolled in a NCATE-approved program, or other program approved by the Superintendent in his/her discretion, leading to a Masters degree in which case advancement will be limited to eighteen (18) hours per year.

Only coursework approved and taken after ratification of the 2009-2013 Agreement will count towards movement to the MA + 45 salary lane.

- D. Longevity** – A bargaining unit member who has achieved the BA + 30 lane or higher, or currently has thirty (30) or more years of teaching service, and repeating the final step of his/her lane will receive a longevity payment.

12.2 Life and Accidental Death and Dismemberment Insurance

The Board shall provide at its expense for each full-time teacher covered by this Agreement term life insurance and accidental death and dismemberment insurance in the amount of \$40,000. Life insurance will terminate at the end of the month in which termination of employment occurs.

12.3 Group Hospitalization and Major Medical Insurance

- A. Board Contribution** – The Board shall provide at its expense for each full-time teacher covered by this Agreement, health insurance coverage as offered under the Lincolnway Area Benefits Option, or offered outside the Lincolnway Area Benefits Cooperative if recommended by the Insurance Committee and agreed by the Association and the Board, including a deductible per person of \$500.00 per calendar year and Prescription Medicine Card as provided in Section 12.5 below.

Teachers have the option to purchase at their own expense dependent health coverage. Teachers who leave the District will receive all group insurance benefits until the end of the month following the month in which termination occurs.

If an employee participates in the HMO-Blue Advantage plan, the following benefits will apply:

1. A flexible spending plan.
2. The Board will pay the annual plan administrative fee (now \$500.00 per year). Each employee who elects to participate will be responsible for his/her account fee (now \$5.50 per month).
3. The Board will contribute \$200.00 towards the flexible spending account of an employee who elects HMO coverage for the school year. Any teacher may contribute to a flexible spending account up to a maximum as provided by law. For an employee who chooses to move from the HMO-Illinois Plan to the HMO-Blue Advantage Plan on September 1, 2013, the Board shall make a one-time contribution of \$100.00 to the employee's flexible spending account during January 2014.
4. The Board will maintain a pool to contribute towards the cost of health insurance premiums for teachers who elect family coverage. The pool will be determined by multiplying the number of teachers who elect HMO coverage for the school year by \$100.00. The aggregate pool amount will be divided by the number of teachers who elect family coverage, and the Board will contribute the amount so prorated towards the cost of each such teacher's family coverage.

However, a teacher hired after August 25, 2009 and electing PPO coverage will contribute 37% of the difference in the premium cost between the HMO plan available to all employees and the PPO plan.

B. Insurance Committee

The District and the Association shall establish a joint insurance committee to review the current insurance plans including coverage, benefits, timely payment of claims and other service issues, and cost containment measures.

The Insurance Committee shall consist of three (3) bargaining unit members and three Administrative representatives. 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 Association 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 Association and the Board regarding possible changes in benefits or insurance carriers. In the event of a recommendation, the Association 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 Association and the Board before implementation.

This Section shall not be deemed to prevent or require further negotiations by agreement of the parties 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 Association agree that the parties will meet to negotiate the specifics of the plan.

12.4 Dental Insurance

The Board and the teacher shall share equally in the cost of such individual dental insurance. Teachers have the option to decline individual coverage or to purchase at their own expense dependent dental coverage.

12.5 PPO Plan Prescription Medicine Card

The District shall provide, at its expense, a Prescription Medicine Card for each of its teachers who elect PPO coverage. The co-payment will be \$10.00 generic/\$25.00 preferred/\$40.00 name brand/\$50.00 injectable depending on generic/name brand.

12.6 Optical Insurance

Teachers have the option to decline or to purchase at their own expense individual and/or dependent optical insurance coverage under the District's optical insurance plan.

12.7 Shelter of Teacher Contributions Towards Insurance

Teachers may elect to reduce their salaries for dependent health insurance premiums as well as individual and/or dependent dental and optical insurance premiums in accordance with the provisions of Section 125 of the *Internal Revenue Code*.

12.8 Insurance Policies

The Association and each teacher covered by this Agreement shall be provided with a copy of the insurance policies in effect in the District covered by Article XII.

12.9 Pay Days

Pay day shall be every two (2) weeks on Friday. If pay day falls on a holiday or during a vacation, teachers shall be given their paychecks on the last day of school before the holiday and/or vacation.

12.10 Compensation Payment

A. Teachers shall have the option to be paid with twenty-two (22) or twenty-six (26) annual paychecks. The option shall be exercised prior to the first pay period of each school term. If the teacher fails to exercise the option, the teacher will be paid twenty-six (26) annual paychecks. In addition, teachers receiving twenty-six (26) paychecks shall have the option to be paid all forthcoming paychecks after the close of the school year on or before June 30. Such option must be exercised by notifying the Business Office by January 15.

B. Annuity payments shall be sent to companies when billed.

12.11 Internal Substitutes

A. Definition and Compensation – In the event that a substitute teacher is unavailable and a teacher is required to forego his/her normal preparation time, then the teacher shall be paid as stated on the Stipend Schedule. For the remaining years of this Agreement, the rate per period will increase by the percentage increase in the base step on the Compensation Schedule.

In the event that a teacher is assigned to a class or portion of a class other than his/her own, the District's minimum substitute rate for the year shall be proportionately divided among all teachers involved and for that portion of the school day involved.

In the event that a teacher in a co-taught class cannot be present, the bargaining unit member(s) assigned to a class or portion of a class other than his/her own, shall be compensated at the District's minimum substitute rate for the year and it shall be proportionately divided among all teachers involved and for that portion of the school day involved.

- B. Class Cancellation/Substitution** – In the event that one class is canceled and the teacher takes another class in its place, there shall be no additional remuneration.

12.12 Direct Deposit

The service of direct deposit for payroll checks will be offered to bargaining unit members on a voluntary basis.

- A.** The Board will provide all teachers with the necessary form(s) to establish the service of direct deposit for payroll payment.
- B.** A teacher who elects to use the service of direct deposit for payroll payment must complete the necessary form(s) and return them to the designated School District employee for processing.
- C.** It is the teacher's responsibility to notify School District 127.5 of any account and/or bank change that would affect the direct deposit transaction of his/her payroll payment.
- D.** A teacher who elects not to participate in the service of direct deposit will continue to receive his/her paychecks on the established paydays.
- E.** A teacher who elects to have direct deposit will have his/her account credited on established paydays.
- F.** Payroll will be deposited every two weeks throughout the summer for a teacher who elects direct deposit / 26 pays. In order for a teacher to receive all remaining checks after 22 pays, a teacher must elect to discontinue direct deposit over the summer by completing the necessary form(s) by the required date and returning them to the District Office.

ARTICLE XIII – EFFECT AND TERM OF THE AGREEMENT

13.1 Precedence of Agreement

If there is any conflict between the terms and provisions of this Agreement and the terms and conditions of individual teacher contracts or agreements, the terms and provisions of this Agreement shall prevail.

13.2 Complete Understandings

The terms and conditions set forth in this Agreement represent the full and complete understandings and commitment between the parties, canceling any and all prior commitments, written and oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition or deletion only through the voluntary, mutual consent of the parties in a written amendment.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

13.3 Contract Modifications

Nothing herein shall prevent the Board and Association from mutually agreeing in writing to modify this Agreement pursuant to Section 13.2 above.

13.4 Savings Provision

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then the article, section, or clause shall be deleted from the Agreement to the extent that it has violated the law. The remaining article, sections, and clauses shall remain in full force and effect for the duration of this Agreement is not affected by the deleted article, section, or clause.

13.5 Non-Interruption of Work

For the duration of this Agreement neither the Association nor any of the teachers covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other interruption of the operations of District 127.5 regardless of the reason for so doing. Any and all teachers who violate this provision may be terminated or otherwise disciplined by the Board.

13.6 Term of Agreement

This Agreement shall take effect on August 16, 2013. This Agreement shall continue in effect until August 15, 2017. The Board and the Association shall commence negotiations by no later than March 1, 2015 to determine salary, stipends, insurance and retirement for the 2015-2016 and 2016-2017 school years.

IN WITNESS THEREOF, this Agreement is signed this ____day of _____, 2013.

CHICAGO RIDGE EDUCATION
ASSOCIATION, IEA-NEA

BOARD OF EDUCATION
CHICAGO RIDGE SCHOOL DISTRICT 127.5
COOK COUNTY, ILLINOIS

Co President's

President

Secretary

Secretary

MEMORANDUM OF UNDERSTANDING

RE: BA + 6, BA + 12, BA + 18 and BA + 24 lanes

In furtherance of the Collective Bargaining Agreement for 2013-2017 (“CBA”), it is agreed by the Chicago Ridge Education Association, IEA-NEA (“the Association”), and the Board of Education of Chicago Ridge School District 127 ½ (“the Board”) as follows:

1. In the CBA, the Board and the Association agreed that the BA + 6, BA + 12, BA + 18 and BA + 24 lanes on the Salary Schedule are eliminated beginning with the 2013-2014 Salary Schedule. However, it is agreed that the salary for employees who were in the BA + 6, BA + 12, BA + 18 and BA + 24 lanes during the 2012-2013 school year, or employees who establish eligibility to move to one of those lanes by October 25, 2013, will continue to be compensated as provided in Attachments A (2013-2014) and B (2014-2015) hereto and will have until the 2015-2016 school year to move to the next lane on the Salary Schedule (i.e., for an employee in or eligible for the BA + 6 and BA + 12 lanes by October 25, 2013, to BA + 15; for employees in or eligible for the BA +18 and BA + 24 lanes by October 25, 2013, to BA + 30).

2. This MOU shall expire at the end of the 2014-2015 school year. An employee who is compensated at the BA + 6 or BA + 12 lanes during 2014-2015 who has not completed the necessary coursework to move to the BA + 15 lane for the 2015-2016 school year will be placed at his/her appropriate step in the BA lane for the 2015-2016 school year. An employee who is compensated at the BA +18 or BA + 24 lanes during 2014-2015 who has not completed the necessary coursework to move to the BA + 30 lane for the 2015-2016 school year will be placed at his/her appropriate step in the BA + 15 lane for the 2015-2016 school year.

3. No Violation of Agreement/Application of Grievance Procedures. The Association agrees that the implementation of this MOU shall not be deemed a violation of the CBA. Further, the terms and provisions of this MOU shall not be considered as setting precedent or past practice that would constitute a basis for a grievance by the Association or any employee of the Board. Except in the case of an alleged violation of this MOU, neither bargaining unit employees nor the Association shall present or raise, for any reason, this MOU or its terms or conditions in any subsequent grievance, arbitration or other proceeding regarding the interpretation, application or implementation of the CBA.

CHICAGO RIDGE EDUCATION
ASSOCIATION, IEA-NEA

BOARD OF EDUCATION OF
CHICAGO RIDGE SCHOOL DISTRICT 127.5

Co-President

President

Co-President

Attest: _____
Secretary

Date: _____

Date: _____

APPENDICES

Appendix C Extra Duty Compensation Schedule		
Finley Junior High	2013-2014	2014-2015
Girls Volleyball	\$ 1,481	\$ 1,511
Boys Volleyball	\$ 1,481	\$ 1,511
Student Council	\$ 2,378	\$ 2,425
Cheerleading Advisor	\$ 4,144	\$ 4,227
7th Gr. Girls Basketball	\$ 3,363	\$ 3,430
7th Gr. Boys Basketball	\$ 3,363	\$ 3,430
8th Gr. Girls Basketball	\$ 3,363	\$ 3,430
8th Gr. Boys Basketball	\$ 3,363	\$ 3,430
Girls Track	\$ 1,481	\$ 1,511
Boys Track	\$ 1,481	\$ 1,511
Yearbook	\$ 1,579	\$ 1,611
Banquet	\$ 1,179	\$ 1,203
Graduation Trip		
Coordinator	\$ 496	\$ 506
Chaperones	\$ 100	\$ 102
Band	\$ 4,372	\$ 4,459
Science Fair/Academic Fair	\$ 592	\$ 603
Math Coach - 7th Gr.	\$ 225	\$ 230
Math Coach - 8th Gr.	\$ 225	\$ 230
Spelling Bee	\$ 191	\$ 195
Scholastic Bowl	\$ 387	\$ 394
Chorus	\$ 592	\$ 603
NJHS	\$ 1,326	\$ 1,353
Outdoor Ed. Coordinator - 2 days	\$ 989	\$ 1,009
Outdoor Ed. each - 2 days	\$ 191	\$ 195
Outdoor Ed. Coordinator - 1 day	\$ 496	\$ 506
Outdoor Ed. each - 1 day	\$ 100	\$ 102
Art Show	\$ 562	\$ 573
Gifted Building Facilitator	\$ 957	\$ 976
Mentor	\$ 263	\$ 268
Special Ed. Building Facilitator	\$ 4,283	\$ 4,369
Team Leaders	\$ 1,656	\$ 1,690
Lunchroom Supervision per day	\$ 21.62	\$ 22.05
Extended Detention	\$ 41.38	\$ 42.21
Game Chaperones		
15 games, 2 per date		
per person per date VB	\$ 41.38	\$ 42.21
per person per date BB	\$ 41.38	\$ 42.21

<u>Ridge Central/Ridge Lawn</u>		
Music	\$ 590	\$ 601
Science Fair/Academic Fair	\$ 590	\$ 601
Art Fair	\$ 590	\$ 601
Head Teacher	\$ 2,952	\$ 3,011
Rainbow Coordinators	\$ 590	\$ 601
Rainbow Facilitators	\$ 220	\$ 225
Jump Rope for Heart Coordinator	\$ 191	\$ 195
Gifted Buidling Facilitator	\$ 957	\$ 976
Mentor	\$ 263	\$ 268
Team Leaders	\$ 1,656	\$ 1,690
Special Ed. Building Facilitator	\$ 4,283	\$ 4,369
Lunchroom supervision per day	\$ 21.62	\$ 22.05
Extended Detention	\$ 41.38	\$ 42.21
<u>District</u>		
Gifted District Coordinator	\$ 3,990	\$ 4,070
Internal Sub	\$ 24.61	\$ 25.35
Hourly extra duty not specified above	\$ 36.95	\$ 37.69

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