



# DISTRICT 69

Board of Education and  
Skokie Education Association

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**AGREEMENT**  
**2016 - 2019**

**EFFECTIVE AUGUST 21, 2016**

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## **ARTICLE I - PREAMBLE AND PHILOSOPHY**

- A. Attainment of objectives of the education program of the District requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations and good faith negotiations leading to the determination of matters defined as negotiable.
- B. It is recognized that teaching is a profession requiring specialized and educational qualifications, and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.
- C. It is recognized that the legal and final responsibility for education is vested in the local board. However, the Board agrees to participate in good faith negotiations as provided herein. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and the management of the schools, and the direction of employees are vested exclusively in the Board.

## **ARTICLE II – RECOGNITION**

- A. The Board of Education of Skokie School District 69, hereafter referred to as the Board, and the Skokie 69 Education Association, hereafter referred to as the Association, recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District.
- B. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel.
- C. The Board recognizes the Association as the sole negotiating agent for the certificated employees of the District for the purpose of discussion and reaching mutually satisfactory agreements on salary, economic fringe benefits, working conditions, grievance procedure, and negotiating procedures, except for the following classifications: Superintendent, principals, other central office professional staff, and all other administrative or supervisory personnel with responsibilities with regard to the employment, assignment, discipline, or dismissal of other certificated personnel.
- D. The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.

### **ARTICLE III - ASSIGNMENT, PROMOTION AND TRANSFER**

#### **A. Notice**

Certificated staff members will receive annual notice by June 1 of contract, which will include the position (grade, subject and building assignment) to which the staff member will be assigned for the next school year. All such assignments shall be subject to change if conditions in the District should so require it and teachers affected by the change will be notified immediately.

#### **B. Vacancies**

Vacancies within the District will be announced through the District website when they are official. Vacancy notices will be emailed to all teachers. Any teacher who qualifies for such a position may apply and will be considered along with other applicants. The District's selection of a candidate to fill a position will be based on certification, qualifications, merit and ability (including performance evaluations if available) and relevant experience to comply with Section 5/24-1.5 of the School Code as it may be amended from time to time. Seniority shall be considered as a factor only if two candidates are equal in all other factors. The District's decision to select a particular candidate is not subject to the grievance process although procedural violations of this section may be grieved. All members of the bargaining unit shall be given an interview for any vacancy in the District for which they apply and are qualified. Temporary appointments shall not extend beyond the school semester in which they are made.

The parties agree that a vacancy under this Paragraph of the Agreement is an opening which occurs when the District adds a position or when there is a retirement or resignation of a faculty member and no reduction in the total number of District positions. Vacancies will be posted on the District 69 web page and emailed to all teachers. Such vacancy notices shall be dated.

#### **C. Transfers**

Transfers and assignments to grade levels, subjects and buildings will at times be necessary. While the right to assign or transfer a teacher is vested in the Board, the Board/ Superintendent will not assign or transfer a teacher without prior discussion with the teacher. The teacher may bring a Union representative to such meeting if he/she so desires. In making such assignments, the Board/Superintendent shall consider the teacher's certifications, qualifications, merit and ability, background, preparation and special interests. Such transfers will be made on a voluntary basis whenever possible. If an involuntary assignment must be made, the interest of the individual teacher will be considered to the extent that these considerations do not conflict with instructional requirements and best interest of the District and the pupils. A teacher who is to have his/her assignment changed during the current school year or for the next school year shall receive written notice of the pending assignment change.

If a choice must be made between two or more teachers of equal skill, ability, competence and qualifications relative to the job to be filled in naming an involuntary transfer, the teacher with the least full-time, continuous length of service in School District 69 will be transferred. Any teacher affected by an involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract if he/she so requests. Any teacher transferred without request shall receive first consideration in any requested transfer into future vacancies. If the Superintendent denies the request for transfer, he/she shall set forth his/her reasons for the denial in writing.

The Board shall notify the Association president when any member is to be transferred or assigned to another grade level, subject or building.

D. Promotions

The Board will give consideration regarding the filling of vacancies in promotional positions from its present staff. Promotional positions are defined as those positions paying a salary differential, or those which are of an administrative or supervisory nature, or both.

E. Extra Duties

Any assignments in addition to the normal teaching duties during the regular school term shall not be obligatory, but shall be with the consent of the teacher.

When there are insufficient volunteers, the administration shall have the right to assign teachers to essential extra duties. Necessary involuntary assignments to these duties will be rotated as equitably as possible. First year teachers shall be excluded from involuntary assignments.

Tenured teachers who satisfactorily fulfill an extra duty position, whether voluntarily or involuntarily, shall be offered the same position for the following school year, provided that the position continues to exist.

The principal in each building shall announce all new or vacant extra duty positions. Teachers may apply for these positions within 10 working days after posting. The parties recognize that the principal may not be aware of all vacancies for the next school year by May 15; however, he/she shall post all vacancies of which he/she is aware by May 15 of the current school year.



## **ARTICLE IV - TEACHER EVALUATION**

- A. The Board will comply with the School Code as it may be amended from time to time with respect to developing and implementing teacher evaluation plans, procedures for remediation of teachers and use of consulting teachers.

The Board and the Association's Joint Evaluation Committee have developed a teacher evaluation instrument for all teachers. The Joint Evaluation Committee will continue to collaborate to ensure the teacher evaluation instrument is consistent with the requirement of the Illinois School Code. Teacher performance evaluations will be conducted pursuant to the evaluation procedures listed in the teacher evaluation plan. The parties understand that the substantive aspects of the teacher evaluation instrument are matters of inherent managerial policy and the Board has not waived any rights with regard to those aspects of the teacher evaluation plan.

Annually, the superintendent and the Association President will meet to assess the effectiveness of the current teacher evaluation instrument and determine whether the Joint Evaluation Committee shall convene.

- B. The participation of the consulting teacher in the remediation process shall be voluntary.

As monitored by the building principal, a consulting teacher shall be released from teaching duties and a substitute provided by the district, for the time needed from the school day. Consulting teachers shall be paid an hourly rate commensurate with their salaries for all time spent outside the normal school day with the teacher under remediation. Any such time must be approved, in advance, by the evaluator.

The consulting teacher shall not participate in any of the required quarterly evaluations, nor be engaged to evaluate the performance of the teacher under remediation. The consulting teacher shall not be required to testify in any dismissal proceeding pursuant to the Illinois School Code concerning the teacher in whose plan the consulting teacher participated.

## **ARTICLE V - EDUCATION MATERIALS AND SUPPLIES**

The Board agrees to maintain high purchasing practices and distribution standards. To this end the Superintendent or designee will seek recommendations from the teaching staff regarding the quality of supplies and the extent of their use at least once per year in advance of ordering. The district will inform teachers of the process for requesting supplies and materials in a timely manner.

## ARTICLE VI - JOINT COMMITTEES

- A. Joint Board-Administration-Association committees may be established from time to time upon mutual consent of the parties to deliberate on matters assigned to them. The joint committee shall be given a written directive outlining the area of its study by the parties agreeing to such committee.

The joint committee shall mutually agree upon a specific deadline to have its report finalized.

- B. Teacher representatives to joint committees shall be appointed by the Association. The committee shall not exceed eight in number, including four representatives appointed by the Board and administration and four teacher representatives.
- C. This article shall not prohibit the Board and the administration from engaging in discussions of such matters it deems pertinent with any professional employees in the District in any framework it deems suitable.
- D. If necessary, the Board shall take action on the joint committee's written report not later than the second regular Board meeting after its submission.
- E. The Board shall further provide a written response to the chairman of the joint committee and the Association President which shall indicate the nature of the Board's action (if any).
- F. The parties agree to the formation of a joint committee to consider issues raised by inclusion including, for example, in-servicing of teachers on special education requirements, student needs and development of appropriate teaching strategies for mainstreamed students.

## **ARTICLE VII - STUDENT TEACHER PROGRAM**

- A. Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedure and assistance for student teachers.
- B. Only tenure teachers or teachers with equivalent service will be requested to serve as cooperating teachers. Acceptance of student teacher supervision shall be voluntary.
- C. The supervising teacher shall work within the guidelines provided by the college or university which prescribe the kinds of experiences and activities in which the students should participate.
- D. The supervising teacher shall have the option of receiving the monies made available to the District by the placing university or college, or accepting credit hour equivalency as in Article XX, Section J Supervision of Student Teachers. Payment of monies will be included in the first full pay period following receipt of these monies by the District.

## **ARTICLE VIII - STUDENT DISCIPLINE AND WELFARE**

Although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, the Board recognizes its responsibility to continue to give administrative support and/or advice to teachers in all matters of student behavior.

In the event that student behavior has created an unsafe environment, administration will provide support in accordance with the procedures that are developed as a result of the district strategic plan regarding discipline.

## ARTICLE IX - ASSOCIATION AND TEACHER RIGHTS

- A. As a duly elected body exercising governmental power under the law of the State of Illinois, the Board shall continue not to directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Constitution of the United States, the Constitution of the State of Illinois, and the laws of Illinois. The Board shall continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or in negotiations with the Board nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. Notices of regular or special Board meetings, the agenda, the Board packet, and the Board minutes are available on the District website. The Association President or his/her designee shall be notified of the documents' availability via email which shall include a link to said materials.
- C. The Association and its duly authorized representatives shall have the privilege of using the school premises for meetings and the use of school equipment normally available to teachers at such time and place as the administration deems reasonable so as not to interfere with, or disrupt normal school operation. Requests for the use of school premises and school equipment shall be directed to the Superintendent or his/her designee.
- D. Expenses incurred by the District because of the use of the District's facilities and equipment by the Association may be charged to the Association at unit cost.
- E. Teachers shall not engage in Association activities during teaching hours without approval of the Board or its designee. Nothing herein shall limit the regular Association activities of Association officers, building representatives, or committee chairs in their respective buildings during working hours, provided that such activities do not interfere with their teaching responsibilities and provided that such activities do not interfere with the responsibilities of any other teacher.
- F. The regular intra-district delivery service and teachers' mailboxes shall be made available to the Association for communications to teachers unless such use interferes with the normal school operations.
- G. The Association may use up to one-half of the area of the bulletin boards in the teachers' lounges for posting notices of activities and other official organization materials.
- H. The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students nor shall questions or discussion be encouraged.
- I. Upon request to the Superintendent, each teacher shall be granted an appointment for the purpose of reviewing the contents of his/her own personnel file, except that he/she may not review placement credentials which include evaluations and letters of recommendation. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Any material placed in a teacher's personnel file shall be provided to the teacher within five (5) calendar days of such placement. Within thirty (30) calendar days after receiving any material placed in a teacher's personnel file, the teacher shall have the right to file a written response and have such response placed in his/her personnel file.

- J. Upon ratification of this Agreement, the Board will prepare copies and distribute to all Association members. Additional copies requested by the Association will be provided to the Association at unit cost.
- K. Nothing contained herein shall be construed to deny any teacher rights he/she may have under the School Code of the State of Illinois.
- L. Teachers shall have the right to organize and join professional employee organizations and to participate individually or in concert in all activities of such organizations. This shall include participation in professional negotiations with the Board through representatives of their own choosing.
- Teachers shall also have the right to refrain from joining or participating in any or all such activities or organizations.
- M. The parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory.
- N. In the event that the Association desires to send representatives to local, state or national conferences, or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute. The Association shall not use more than an aggregate of ten (10) days in any given school year, provided that no individual shall use more than two (2) consecutive days and no one individual shall use more than eight (8) days in total.
- O. The Superintendent or his/her designee shall provide to the Association President the names and addresses of newly hired faculty members no later than three (3) calendar days after their contracts have been approved by the Board.
- P. The Board will update the online Policy Manual within ten (10) calendar days of the Board's approval.
- Q. The Board agrees to reserve one Wednesday per month for Association meetings. In May of each year, the Association and District will coordinate the scheduling of these meetings. The Board and its designees will make every reasonable effort to avoid scheduling committee meetings or any other meetings which may interfere with a teacher's right to participate in the scheduled, monthly Association meetings.
- R. A certified sick leave report shall be available to each employee through the District website portal throughout the school year. This report shall include:
1. sick leave accumulation as to the beginning of the previous school year
  2. the record of days deducted the previous year
  3. the days advanced for the current school year
  4. the total number of days credited and applicable for the current school year.

## ARTICLE X - TEACHER PROTECTION

### A. Complaints

Any serious complaints directed toward a teacher shall be called to the teacher's attention if considered serious by the appropriate administrator. In case of a serious complaint and if appropriate given the nature of the complaint, administrator shall arrange and participate in conference with the concerned parties. No disciplinary action may be taken until a conference has been held, or until the teacher has been notified of the complaint and given an opportunity to respond. The teacher involved, at his/her request, may have a representative of the Association at any meeting regarding the complaint. If the complaining party refuses to meet with the teacher, the administrator will inform the teacher and no such conference is required for the Board to investigate. In processing any complaint, the Board shall follow due process to ensure fairness to the teacher, and a copy or summary of the complaint shall be furnished to the teacher.

### B. Assault Upon a Teacher

Any case of school centered assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

### C. Battery Against a Teacher

If a teacher is the victim of a battery that occurs while performing duties, the teacher will promptly file an incident report with the principal's office. If an absence occurs as a result of the battery, the teacher will not have any loss of pay, sick leave, or personal leave for up to the first three days following the incident.

### D. Suspension Without Pay

Other than teachers who have been suspended pending the outcome of a termination hearing, the Board shall not suspend a teacher without pay without just cause.

### E. Dismissal for Cause

In the event that the School Code of Illinois is modified to eliminate cause as a standard of dismissal, the Superintendent will meet with representatives of the Association to meet and confer concerning standards for the dismissal of teachers with four or more years of experience.

### F. FOIA – Personnel File

The Superintendent or his/her designee shall notify the Association President and the member if a request for information contained in any members' personnel file is made under the Freedom of Information Act, prior to the release of said information.



#### G. Administering Medication to Students

Only employees permitted by law to administer medication to students may be required to do so. This provision shall apply to field trips and overnight trips, as well as the regular school day. Administration will alert all members involved with any student who has an extraordinary health or safety concern.

## **ARTICLE XI - TEACHING HOURS AND TEACHING LOAD**

### **A. School Year**

The Board agrees to continue to maintain the legally required school calendar. If the Board finds it necessary to increase the work year beyond 180 days plus one-half day of three hours or less, teachers shall be paid their daily rate of pay for each additional day up to a maximum of 185 days. Prior to recommending the school calendar for the following school term, the Superintendent shall meet with the Association representatives to seek the Association's input.

### **B. Teacher Workday**

1. The Board agrees not to change the length of the teachers' workday during the life of this contract unless required to do so by law.
2. Teachers shall be expected to spend the amount of time necessary to fulfill normal teaching duties. The teachers' minimum working day shall begin 15 minutes before and continue until 5 minutes after the end of the pupils' attendance hours as determined by the Board, except that teachers will be expected to remain longer to participate in regularly scheduled faculty or in-service meetings, or to hold consultations with parents when scheduled directly with the teacher.
3. Early Release/Inservice Days will end no later than one hour after the end of a regular school day.
4. Every teacher shall be allowed a duty-free lunch period as required in Section 24-9 of the School Code of Illinois.

### **C. Teaching Load**

1. The teaching load for elementary teachers will include a lunch requirement as specified by the School Code and an average of 150 minutes per week for use as planning and preparation time. Reasonable efforts shall be made to administratively program a minimum of 25 consecutive minutes per day of planning and preparation time. Planning and preparation time is defined as time where teachers are planning for instruction, co-teaching responsibilities and individual student needs. During this time, there are no supervisory responsibilities. Planning and preparation time may be used for other purposes in an emergency situation when deemed necessary in the judgment of the principal. Common Planning Time (CPT) meetings will be scheduled outside of this 150 minute planning and preparation time.
2. The teaching load for junior high teachers will include a lunch requirement as specified by the School Code and the equivalent of one-fourth of the total instructional time unassigned for use as preparation periods.
3. A junior high teacher will be considered as having an extra load when he/she does not have an average of one-fourth of the total instructional time unassigned. Acceptance of a substitute assignment shall not constitute an extra load according to this provision.

4. When deemed necessary by the principal and/or the special education coordinator, special education teachers may receive release time to prepare mandated documentation related to student services.

#### D. Assignment as a Substitute

Assignment as a substitute teacher during unassigned periods will be limited to emergency situations and after consultation with the teacher to be assigned. In no case will there be emergency assignments unless reasonable efforts are made to obtain qualified substitutes. In the event any teacher accepts a class which requires him/her to forfeit his/her preparation period, he/she shall be compensated at the rate of \$40.00 per hour or major portion thereof. For each assignment of less than 30 minutes, the compensation shall be \$20.00. Elementary teachers who must remain with their class in the absence of teaching specialists, including but not limited to art, music and physical education, will qualify for extra compensation under this article. Teachers must submit a timesheet for reimbursement.

#### E. Job Sharing

Definition: Job-sharing is a one-year voluntary agreement by two tenured teachers “sharing” the duties of one full-time teaching assignment. The participating teachers shall agree to fulfill all duties required by any regular full-time teacher filling a similar assignment. A schedule of how the duties are to be fulfilled must be approved by the Board or its designee.

##### 1. Job-sharing proposals shall be governed by the following provisions:

- a. Purpose. Job-sharing as defined in this article is a voluntary program providing two (2) currently employed teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job-sharing positions.
- b. Application Procedure. Teachers who wish to “job-share” shall submit an application and proposed plan for job-sharing leave to the Superintendent by February 15<sup>th</sup> of the year preceding the school year for which the leave is requested. The responsibilities of the assignment will be divided according to a plan designed by the participants, with the concurrence of the building principal. The job-sharing plan shall include, but not be limited to:
  - 1) Teaching responsibilities
  - 2) Subject integration
  - 3) Schedule of work hours and/or days
  - 4) Communication plan including communication with partner, grade level colleagues, team/department, and with building administrator
  - 5) Parent communication
  - 6) Progress reports
  - 7) Special class schedules
  - 8) Attendance
  - 9) Faculty meetings

The Board of Education, at its discretion, may approve the job-sharing application upon the recommendation of the Superintendent. The job-sharing

plan shall be for one year. Participants may re-apply, on an annual basis, for a one-year extension. Extensions of job-sharing proposals are not guaranteed and are subject to administrative review and approval on an annual basis.

- c. **Salary Credit Allowable.** Participants in job-sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers' Retirement System shall be prorated according to the time worked and salary earned. Participants in job sharing positions shall receive pro-rated salary step advancement. All tenured teachers participating in job-sharing will retain their tenure status and may return full-time at the beginning of the next school year.
- d. **Fringe Benefits.** Approved job-sharing teachers who work half-time or more shall receive fringe benefits as approved by the various insurance carriers prorated to correspond with their percentage of employment. The cost to the Board for both participants shall not exceed one Full-Time Equivalent (FTE) teacher. Salary, sick leave and personal leave shall be prorated based on this agreement and the benefits set forth therein.
- e. **Length of Leave.** The length of a job-sharing leave shall be for one (1) school year and may be extended for additional years by the Board if another request to renew is made by the participants in accordance with Paragraph B. Participants in job-sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job-sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year. If the job-sharing member is absent without pay (for example: FMLA or Leave of Absence), the remaining job-sharing partner, upon assumption of the duties of the full assignment, will be compensated at his/her per diem rate (pro-rated) for the duration of said unpaid absence.
- f. **Attendance at Required Meetings.** Both participants must attend institute days, parent-teacher conferences and open houses. Job-sharing participants must arrange to split attendance at staff meetings and early release days. The attending participant must then communicate all information to the other job-sharing participant.
- g. **Seniority.** Teachers participating in the job-sharing program, as set forth in this section, shall accrue seniority in proportion to the time worked. The parties agree that a tenured teacher's participation in an approved job-sharing program will not affect the teacher's tenure status.
- h. **Return from Leave.** Participants in a job-sharing program shall submit written notice of their intent to return to full-time employment by February 15<sup>th</sup>. Upon return to full-time employment, the teacher(s) shall be returned to his/her former position, seniority permitting, if the position still exists, or to a comparable position.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **A. Grievance – Definition**

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision in the Agreement negotiated by the Board of Education and the Skokie Education Association. For the purposes of this article a school day terminates at 4:00 p.m. Chicago time.

### **B. Procedure**

#### **1. First Level - Informal**

If a teacher believes that there is a basis for a grievance, he/she may first discuss the alleged grievance with his/her building principal either personally or in the company of an officer of the Association.

#### **2. Second Level - Formal**

If the grievance is not resolved informally, the Association or the teacher may file a formal written grievance. The formal grievance should state the nature of the grievance, the section of the Agreement alleged to have been violated, and the remedy requested. The formal written grievance must be filed within twenty (20) school days from the date of the event giving rise to the grievance. If a written grievance is not filed within twenty (20) school days from the date of the event, the grievance shall be considered waived. Upon receipt of a written grievance, the principal shall within ten (10) school days give in writing his/her decision and the reasons thereto to the aggrieved person and the Association. If the administrator fails to give a decision within the time limits, the grievant may proceed to the next step.

#### **3. Third Level - Superintendent**

If the Association is not satisfied with the results of Level 2, or if no decision has been rendered within the prescribed time period, it may file a written appeal with the Superintendent within twenty (20) school days of completing the procedure at Level 2. The written appeal may be presented and discussed in person with the Superintendent.

The Superintendent shall render a decision in writing to the teacher and the Association within twenty (20) school days. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn. If the administrator fails to give a decision within the time limits, the grievant may proceed to the next step.

#### **4. Fourth Level - Board of Education**

If the Association is not satisfied with the results of Level 3, it may file a written appeal with the Board of Education. Such a written appeal shall be filed with the Board of Education through the Superintendent within ten (10) school days. If the appeal is not filed in the prescribed time, the grievance shall be considered as withdrawn.

If such appeal is filed twenty-one (21) or more days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration as it may deem appropriate at the first Board meeting following the filing of the appeal.

If such appeal is filed less than twenty-one (21) days before the next regular Board meeting, the Board shall review the grievance in executive session or give other such consideration it may deem appropriate within thirty (30) calendar days of the filing of the appeal.

5. Fifth Level - Impartial Arbitration

If the grievance is not resolved at Level 4, or the Board fails to issue its written response within the prescribed period of time, the Association may submit the grievance to final and binding arbitration within fifteen (15) days from the day of receipt of the Board's written decision or the day the Board's written decision was due. The parties agree to use the services of the American Arbitration Association which shall act as the administrator of the proceedings.

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

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

5. Waiver of Time Limitations

The time limitations provided in these procedures should be strictly adhered to by all parties. The limits may be extended by written agreement of the parties.

If a grievance is filed after May 15 of any year, a time schedule should be worked out by the Superintendent and the President of the Association that will allow the grievance to be processed before the close of the school year, or as soon thereafter as possible.

If the Superintendent and President of the Association fail to reach agreement on a schedule for processing the grievance, the grievance shall be processed according to the schedule set forth in Section 3 of this Article except that, if school is not in session the term "business day(s)" should be substituted for the term "school day(s)."

C. Other Provisions

Up to two (2) Association representatives shall be released, if needed, without loss of salary or benefits, to participate in arbitration hearings provided that the Association shall pay the cost of any necessary substitutes.

No reprisals of any kind will be taken by the Board of Education or the school administration against any teacher because of his/her participation in this grievance procedure. The teacher shall not be required to discuss any grievance if the Association representative is not present.

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested for the processing of any grievance.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

If the Association and the Superintendent agree, Steps 1 and 2 of the grievance may be bypassed and the grievance brought directly to Level 3.

While the withdrawal of a grievance terminates the action on that grievance, a subsequent similar grievance will receive consideration as provided in this Article XII without reference to the withdrawn grievance.

### **ARTICLE XIII - ACADEMIC FREEDOM**

- A. The Board and the Association agree that in performance of their teaching functions, teachers shall be responsible to provide students with an opportunity to investigate all facets, sides and/or opinions of and about any and all topics and materials introduced or presented and shall have special responsibility with regard to those which are or may be of a controversial nature.
- B. Such material presented to students must be relevant to the established basic content of the course and appropriate to the maturity level and intellectual ability of the students.
- C. Teachers shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold different views and opinions. The basic content of the course and the provisions for its implementation and all supervision shall be the responsibility of the Board.



#### **ARTICLE XIV - REDUCTIONS IN PERSONNEL**

A. Annually, a joint committee shall convene no later than December 1 to address the matters within its authority under Section 24-12 of the School Code as it may be amended from time to time. The joint committee shall be composed of 8 members, 4 members to be appointed by the Superintendent and 4 members to be appointed by the Association. Any agreements reached by the joint committee must be approved by at least five members and shall be communicated to the Superintendent and the Association on or before February 1 each year. If the joint committee fails to reach agreement, the default rules established under Section 5/24-12(c) of the School Code or the joint committee's prior agreement shall apply.

B. When the Board deems it necessary to undertake a reduction-in-force (RIF) of teachers, the Superintendent shall give the Association President written notice of such determination at least 30 calendar days before the Board takes final action on such reductions.

The Board shall, in consultation with the Association, establish a sequence of honorable dismissal list. A copy of the list, showing each teacher by name and categorized by positions and the groupings as defined in Section 24-12(b), must be distributed to the Association each year at least 75 days before the end of the school year, providing that the Board may, with notice to the Association, move teachers from grouping one into another grouping during the period of time from 75 days until 45 days before the end of the school year.

In addition, each year, the Board shall also establish, in consultation with the Association, a list showing the length of continuing service of each teacher. A copy of the list must be distributed to the Association at least 75 days before the end of the school year.

Teachers dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by certified mail, return receipt requested, to the last known address contained in the teacher's personnel file. A copy of all such recall notices shall be sent to the Association President. Failure of the teacher to respond to the recall notice within fifteen (15) days of receipt of the certified letter shall automatically terminate the teacher's right of recall.

C. Tenured teachers reduced to less than full-time service as part of a RIF shall retain their tenure and accrue seniority on a pro-rata basis. Acceptance of part-time employment by such teachers shall in no way affect their right to return to a full-time position in accordance with the School Code as it may be amended from time to time.

Teachers honorably dismissed due to a RIF and reinstated within the recall period specified in Section F of this Article will retain tenure, if applicable, and previously accrued seniority. Such teachers will also be credited with sick leave benefits and salary placement accrued prior to dismissal.

D. The District shall comply with the School Code as it may be amended from time to time with respect to notification of dismissal.

E. If the Board, within two (2) calendar years after the honorable dismissal of any teachers resulting from the decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered

to the honorably dismissed teachers in groups 3 or 4 in order of recall as required by Section 24-12(b) of the School Code so far as they are legally qualified to hold such positions.

In addition, if the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term that are not filled by teachers with recall rights in groups 3 and 4, the positions thereby becoming available must be tendered to the teachers who were honorably dismissed from group 2 due to one "needs improvement" rating on either of the teacher's last 2 performance evaluation ratings, provided that, if 2 ratings are available, the other performance evaluation rating must be at least proficient, and who are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a district job description, on or before the May 10 prior to the date of the positions becoming available.

#### F. Seniority

1. Seniority shall be defined as the length of continuous service as a teacher in the District beginning with the first day of employment (i.e. the actual date of beginning work). Where the length of service is equal among employees, seniority shall be determined by the following tie-breakers, in order:
  - a. Prior teaching experience
  - b. Advanced degree of Master's or greater
  - c. Lottery
2. Seniority shall be terminated if a teacher:
  - a) resigns his/her position in the bargaining unit;
  - b) is terminated for cause or non-renewed as a probationary teacher;
  - c) retires;
  - d) is not recalled during the period of recall described in Section F of this Article following a reduction in force;
  - e) fails to affirmatively respond to a notification of recall within the applicable time period specified in Section B of this Article; or
  - f) fails to return from an approved leave of absence upon its expiration.
3. While the seniority of any teacher who is reduced in force shall not be terminated if the teacher is recalled within the recall period described in Section F of this Article, seniority shall not accrue during the period of the reduction in force.
4. Part-time teachers will accrue seniority on a pro-rata basis. Leaves of less than ninety school days will not affect seniority accrual; teachers on leaves of ninety school days or more will have their seniority prorated.

## **ARTICLE XV - PROFESSIONAL DUES DEDUCTION**

- A. Under the direction of the Association Treasurer, local dues will be deducted prior to professional dues in the Illinois Education Association (IEA) and the National Education Association (NEA). Both IEA and NEA dues will be pro-rated and deducted from salary checks if the teacher authorizes the Business Office to do so. All sums deducted by the Board pursuant to the employee authorization will be remitted before the end of each calendar month to the treasurer of the Association.
- B. Fair Share
1. It is recognized that the negotiation and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. If a teacher does not join the Association or execute a dues deduction authorization mutually agreed upon by the parties thereto, such teacher will:
    - a. Execute an authorization for the deduction of a sum equal to the cost of services rendered by the Association that are chargeable to non-members under state or federal law; or
    - b. Pay directly to the Association a like sum.
  2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Section B, whichever is later, the Board will deduct from the regular salary check of the teacher the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
    - a. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
    - b. The Association has annually certified in writing to the Board the amount of such fair share fee -- which amount must not exceed that permitted by applicable law -  
- and has annually certified in writing to the Board that such notice has been posted.
  3. In no event shall the Board begin such fair share fee deduction earlier than fourteen (14) days (or any later period as required by the rules and regulations of the IELRB) after certification by the Association.
  4. The provisions of this Section shall not apply to any teacher employed after the start of the second semester for the remainder of that year only.
  5. The parties expressly recognize the right of employees to challenge the amount of fair share fees. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
  6. In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IEA which shall hold the fee in escrow in an account established for that purpose. The Board shall

continue to transmit all such fees to the IEA until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to then applicable IELRB procedures.

7. If, for any reason, during the term of this Agreement, the IELRB ceases to hear fair share cases, the parties agree to meet promptly for the sole purpose of negotiating an alternate procedure for resolution of fair share disputes.
8. If a non-member teacher declares the right of non-association based upon bona fide religious tenets, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.
9. The Association, the Illinois Education Association and the National Education Association agree to indemnify and hold the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
10. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section 9 above, and if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

## ARTICLE XVI – LEAVES

### A. Sick Leave

The Board of Education will provide 15 days leave per school year with full pay, accumulative to 355 days, for absence resulting from personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. In the event of long-term disability, a teacher may not use accumulated sick leave beyond the day upon which long-term disability insurance coverage commences. See also Article XXI - C.

Except as provided in Section B below, sick leave is available only to teachers who are actually disabled by illness, accident or disabilities resulting from pregnancy or childbirth. The District may require teachers to submit to an examination by a physician chosen by the District.

Where a teacher has a disabling or potentially disabling condition, the Superintendent may require a doctor's certificate affirming that the teacher is able to continue to teach.

The Board shall pay \$50.00 for each day of accumulated and unused sick leave which a teacher has above 170 at the time of retirement and which the teacher has not used to obtain TRS service credit up to a maximum of 105 days.

The immediate family for purposes of this Article shall be defined as parents, spouse, civil union partner, brothers, sisters and children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law and legal guardians.

Whenever the Board requires a teacher to submit to an examination by a physician, the Board shall pay for the costs of that examination, in conformity with the School Code.

### B. Personal Leave

1. Each full-time teacher shall be granted three (3) personal leave days per school year for personal business which cannot be conducted during non-school hours. Such leaves shall be deducted from the fifteen (15) days sick leave herein before provided. Teachers shall not be obliged to disclose the nature or the details of the personal business involved in the leave, but shall advise his or her supervisor that the leave is for necessary personal business.
2. Except in cases of emergency, written advance notice of the necessity for personal leave shall be submitted to the Superintendent or his/her designee forty-eight (48) hours prior to the commencement of the leave.
3. Personal days shall not be used in the first or last week of the school year, or on the school day before or after a legal holiday or school recess. However, for unique and non-recurring circumstances outside of the employee's control, the Superintendent may approve requests to use personal leave on one of these black-out days at his/her discretion. If a teacher requests to use a personal day on a black-out day, he or she will be required to disclose the reason for the leave. The Superintendent's decision shall not be subject to the grievance process.

### C. Bereavement Leave

In the case of the death of a close personal friend or a family member not included in the definition of immediate family, up to two (2) days leave per school year shall be granted with pay and be deducted, at the teacher's discretion, from accumulated sick leave or personal leave. If required, additional days of bereavement leave may be applied for to the Superintendent or designee, and these days, if granted, shall be deducted, at the teacher's discretion, from accumulated sick leave or personal leave. If sick leave and personal leave are exhausted, additional bereavement days may be applied for to the Superintendent or designee as leave without pay.

### D. Professional Meetings and Workshops

Faculty members may be granted release time without loss of pay to attend such professional meetings, conventions or workshops as occur on school days. These meetings, conventions or workshops must be endorsed by the principal and approved in advance by the Superintendent or his/her designee. Any teacher granted release time at less than full pay under this paragraph shall be notified in writing prior to the released time.

### E. Visiting Days

Teachers may be allowed one day each school year for visiting other schools, providing such visitation is for some specific purpose and is approved in advance by the principal. A written or oral report of such observation will be made to the principal on his/her request. Additional days may be granted with the approval of the principal and Superintendent.

### F. Family and Medical Leave Act

The Family and Medical Leave Act applies to the District. Under the Act, eligible employees may be entitled up to twelve weeks of unpaid leave for the birth or adoption of a child, to care for certain family members with a serious health condition or for the employee's own serious health condition. Employees may also be eligible for unpaid leave due to a qualifying exigency for a military member or to care for a covered service member. Employees wishing to obtain information about leaves under the Act should consult the District's policy 5:185, and the Illinois School Code.

### G. Child Rearing Leave of Absence

1. A child-rearing leave of absence is a leave taken by a teacher who is physically able to work for the purpose of caring for his/her newborn or newly adopted child. Absences due to disability resulting from pregnancy or childbirth are covered by the District's Sick Leave and Family and Medical Leave Act ("FMLA") policies. Child-rearing leaves of absence of up to twelve weeks are available in accordance with the Family and Medical Leave Act. Tenured teachers who are not eligible for an FMLA leave or who wish to take child-rearing leaves of longer than twelve (12) weeks shall have the option of being on leave until:
  - a. the beginning of the first school year following the birth or placement in the home of the child; or

- b. the beginning of the second school year following the birth or placement in the home of the child.

The first twelve (12) weeks of a leave under either Paragraph (a) or (b) shall be considered FMLA leave for eligible teachers.

Probationary teachers are not eligible for child-rearing leaves of absence except as provided for by the FMLA.

2. A teacher who wishes to take a child-rearing leave of absence shall notify the Superintendent of his/her desire to take such a leave. If the teacher intends to take a longer leave than is available under the FMLA, he/she shall advise the Superintendent which of the two options listed under Paragraph 1 he/she has selected. Such notice shall be given in writing at least thirty (30) days prior to commencement of the leave unless the teacher and Board mutually agree to a different notice date.
3. Teachers who take leaves pursuant to Paragraph 1 (a) or (b) shall give the Superintendent notice of his/her intent to resume teaching duties by January 15 of the year in which the leave terminates. If the teacher fails to give notice of intent to return by January 15, all employment and tenure rights of the teacher in the District shall cease.
4. Upon returning, the teacher shall receive the same salary which he/she was paid before commencement of his/her leave plus any increases which he/she would have received had he/she not taken the leave.
5. Insurance coverage during the first twelve (12) weeks of a child-rearing leave shall be as provided by the FMLA for eligible teachers. After twelve (12) weeks, the teacher may continue insurance coverage in the school insurance program to the extent permitted by the carrier during his/her leave but will be required to pay all premiums connected with the coverage. Teachers who are not eligible for FMLA leave must pay all premiums during their leave. All premiums must be paid in advance of the month due.
6. Should there be an unsuccessful pregnancy or other extenuating circumstances, these procedures may be modified by mutual agreement of the teacher and the Board.
7. Child-rearing leave is granted on the condition that the teacher taking the leave will not utilize it to engage in alternative employment which is in any way substantially equivalent in either income or career potential to the teacher's teaching position in the District.

#### H. Leaves for Professional Growth (Sabbatical Leave)

1. The School Board may grant a sabbatical leave of absence to a teacher, performing contractual continued service, for a period of at least four (4) school months but not in excess of one school term, for resident study, research, travel or other purposes designed to improve the school system. The grant of a sabbatical leave by a School Board shall constitute a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.
2. This leave may be granted after completion of at least six (6) years of satisfactory service as a full-time teacher, and may again be granted after completion of a subsequent period

of six (6) years of such service. A leave granted for a period of one school year or less shall bar a further sabbatical leave until completion of six (6) years additional satisfactory service. The leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the school system, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

3. Before a leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the District for at least one school year after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.
4. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary, after deduction for substitute service, shall in no case be less than the minimum provided by Section 24-8 of the School Code or 1/2 of the basic salary, whichever is greater. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this Section to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from teaching service.
5. Upon expiration of a leave granted pursuant to this Article, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall return to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.
6. Absence during a leave granted pursuant to this Section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the District. The Board shall pay the contributions to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of sabbatical leave credit.



## **ARTICLE XVII - STAFF FACILITIES AND EQUIPMENT**

### A. Communication Facilities

Telephone, internet and other District-wide technologies shall be made available to teachers for school business.

### B. Teacher Lounges

Teacher lounges will be provided and maintained in a clean and neat manner in each building.

### C. Locked Facilities

The Board shall provide locked facilities for teachers. These facilities shall be large enough to accommodate coats and briefcases. A desk or workspace shall be provided for all regularly employed teachers who do not have an assigned classroom.

### D. Teaching/Learning Environment

The goal of maintaining a safe and healthy teaching and learning environment in the schools, including good housekeeping and an appropriate level of cleanliness, temperature, ventilation and lighting will benefit students and district staff alike. A teacher or the Association may bring any concern regarding the teaching/learning environment to the Principal, Business Manager or Superintendent. The administrator involved shall respond promptly and initiate corrective action, if practicable and appropriate, regarding the classroom health and safety conditions which are of concern, including the temporary relocation of the teacher's classroom.

The administration will communicate via email, by the first Friday of August each year, the dates and hours when buildings will be available for teacher access prior to the start of school year.

**ARTICLE XVIII - CLASS SIZE**

The parties agree that the following limits on class size represent desired objectives. Attainment of these objectives shall be subject to space availability, installation of experimental or innovative programs, budgetary limitations, and availability of teachers or necessary funds. All decisions on class size will be made by the Board acting in the best interests of the pupils and the community at large.

<u>Grade or class</u>	<u>Maximum number of pupils</u>
Kindergarten	23
Grades 1-2	23
Grades 3-5	25
Grades 6-8	28
Physical Education	
Elementary	30
Junior High	35

Laboratory (Art, STEM, Science, etc.) not to exceed number of work stations or safety level.

Within a building, students shall be equally distributed among the homeroom/advisory teachers assigned to a grade level as determined by the enrollment on the sixth attendance day. New students will be assigned by the building principal in a manner which attempts to maintain the equal distribution based on student needs.

Classroom enrollment totals reported to the Superintendent will include all students on the attendance roster.

Where the class size objectives are exceeded, the Superintendent will meet with representatives of the Association at the Association's request to discuss possible alternatives or ways to alleviate the situation.

If, following such meeting(s), the Association believes the District has not made reasonable efforts to discuss possible alternatives or ways to alleviate the situation, it may meet directly with the Board or submit a written communication to the Board.

## **ARTICLE XIX - NEGOTIATIONS PROCEDURES**

### **A. Committee Membership**

Designated representatives of the Board, provided that the Board shall not select a teacher as herein defined as its representative, will meet with the representatives of the Association for the purpose of discussion and reaching mutually satisfactory agreements on salary, economic fringe benefits, working conditions, grievance procedure and negotiating procedures.

### **B. Meetings**

Meetings composed of designated representatives of the Association and designated representatives of the Board shall begin no later than March 15 of the calendar year in which this Agreement expires, unless both parties agree to an alternate date, with meetings to be held as necessary at times and places agreed upon by the parties. A request for a meeting should contain a specific statement as to the reason for the request.

### **C. Directing Requests**

Requests from the Association to the Board shall be made in writing through the Superintendent or his/her designated representative. Requests from the Board will be made in writing to the President of the Association through the Superintendent or his/her designated representative. If the request is for a meeting, a mutually convenient date will be set within a reasonable period.

### **D. Exchange of Facts and Views**

It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power to make proposals, consider proposals and make counter-proposals in an effort to reach mutual agreement on matters defined as negotiable in Article II.

### **E. Information**

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

The Association will furnish copies of any pertinent information as reasonably requested by the Board of Education.

### **F. Requests for Assistance**

The participants may call upon professional and/or lay representatives to consider the matters under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

G. Agreements

During negotiations, tentatively agreed upon items shall be reduced to writing and copies for each of the parties shall be signed by both parties prior to the adjournment of the meeting at which the tentative agreement was reached.

When tentative agreement is reached on all matters being negotiated, the items will be reduced to writing and submitted to the membership of the Association for ratification and to the Board for approval.

H. Mediation

The parties will comply with the mediation and impasse resolution procedures set forth in the Illinois Educational Labor Relations Act as it may be amended from time to time.

Attendant costs for consultants chosen by any party shall be paid for by that party.

**ARTICLE XX - PROFESSIONAL COMPENSATION  
AND RELATED PROVISIONS**

A. Statement of Policy

The wage agreement shall be reopened if the General Assembly changes funding for the Teachers' Retirement System so as to increase the cost of paying for teacher pensions or amends the Property Tax Extension Limitation Law (PTELL), 35 ILCS 200/18-185 so as to limit the District's taxing ability.

B. Payment of Teachers

Teachers will receive their compensation bi-weekly in twenty-six (26) installments. However, a teacher may, if he/she so requests by March 1, receive his/her compensation for June, July and August on the last day of school.

All teachers will be offered the option of having their paychecks directly deposited into a checking or savings account.

C. Compensation

For each year of the contract teachers shall receive salary increases equal to the percentage change in the Consumer Price Index (CPI-U) for Urban Consumers annualized rate for December of the prior school year, which is published by the United States Department of Labor. The minimum percent increase shall not be less than 1.5% (floor) or more than 4.5% (ceiling).

For the 2016-2017 school year, teachers shall also receive additional compensation as is shown in Exhibit 1. (BOE salary adjustment chart)

For the 2016-2017 school year, teachers shall receive the percentage change in CPI (.7%) plus 2.3%, for a total increase of 3.0%.

For the 2017-2018 school year, teachers shall receive the percentage change in CPI plus an amount to be determined once CPI is known for a total increase of 3.0%

For the 2018-2019 school year, teachers shall receive the percentage change in CPI plus an amount to be determined once CPI is known for a total increase of 3.0%

D. New Hire Salary Determination

An annual new hire grid shall be created by February 1 of each year and provided to the Association for the sole purpose of initial salary determination for new hires. The new hire grid will increase annually by the CPI-U annualized rate for December of the prior school year and the minimum percent increase shall not be less than 1.5% (floor) or more than 4.5% (ceiling). The new hire grid will contain salaries for Bachelor's Degree and Master's Degree with up to 12 years of experience. New hires who have a Master's Degree plus 15 semester hours of graduate credit will receive \$1,500 in addition to the amount for a Master's Degree. The salary for first year teachers without experience will be calculated as 50% of the CPI increase.

Experienced teachers will receive credit for their prior service as determined by the Superintendent at the time of their employment according to the following:

**Years of Prior Experience**

Up to five years

More than five years

**Prior Experience Credit**

Full Credit

One year of credit for each two years of experience with a cap at 12 years of credit

However, the Board may award full credit for prior experience in instructional areas of critical need as defined by the Board or the Illinois State Board of Education, provided that the Superintendent will review with the Association President prior to the awarding of such credit.

E. Educational Achievement and Graduate Hours

1. Educational Advancement Salary Increase

Teachers shall receive a salary increase for achieving the following educational advancements after their initial hire.

- a. 15 hours of graduate credit in an area related to the teacher's assignment as pre-approved by the Superintendent - \$1,000
- b. Master's degree in an area related to the teacher's assignment as pre-approved by the Superintendent - \$3,500
- c. 15 hours of graduate credit after completion of the Master's degree in an area related to the teacher's assignment as pre-approved by the Superintendent - \$2,000

2. Eligibility

To be eligible for the educational advancement salary increase:

- a. the course must be graduate level work at a college or university that relates to the teachers' teaching assignment or leads to an additional endorsement;
- b. the course must be pre-approved by the Superintendent; and
- c. the teacher must have earned a grade of "B" or higher. Hours of credit must be certified to the Superintendent as early as possible. Transcripts will be required for all college or university credits.

3. Timing

The application and the official transcript for any college/university credits must be submitted to the Superintendent by November 1. In the event, through no fault of his/her own, the teacher is unable to present transcripts for work completed before November 1, other reasonable verification will be accepted in lieu of transcripts, pending their arrival. Provided the application and official transcript or other reasonable verification are submitted by November 1, the increase shall be retroactive to the start of the school year.

F. Tuition Reimbursement

Each fiscal year, the Board will set aside \$30,000 to reimburse teachers for tuition for graduate courses needed for recertification and for graduate hours in the subject area in which they are currently teaching, in a subject area that is a critical need for the District, or as approved by the

Superintendent, earned through enrollment in an approved graduate program of an accredited school or college up to a maximum of \$2,000.00 per person per fiscal year. Applications for tuition reimbursement shall be considered on a first-come, first-served basis. No tuition reimbursement shall be available when the \$30,000 pool has been exhausted. Prior to July 1<sup>st</sup>, the Superintendent will provide the Association President a report of requests, denials, and approvals for tuition reimbursement. In limited circumstances, non-graduate courses may be reimbursed if, in the judgment of the Superintendent, such courses meet a particular District need. In order to obtain tuition reimbursement, the teacher must obtain the Superintendent's approval prior to enrolling in the course and must agree in writing to repay 100% of tuition received if they voluntarily leave the employ of the District within one year after receipt of reimbursement, 50% of tuition received if they voluntarily leave the employ of the District within two years.

Payment shall be made after evidence of the satisfactory completion of the course or courses has been certified to the Superintendent or his/her designee.

Satisfactory completion shall mean a grade of not less than "B" or its equivalent. Courses taken to remove deficiencies for full certification shall not be subject to reimbursement.

#### G. Stipends

Compensation for extra duty stipends is set forth in Appendix A. Student activities will be paid at a unit rate. Each unit is intended to cover an 8-12 week period, with meetings once per week. Activities must be pre-approved by the principal or designee.

#### H. Extra Compensation

1. Additional Instruction – A teacher conducting academic programs for students outside his/her contractual time will receive compensation based on an hourly rate commensurate with his/her salary for 12 one-hour sessions. Written proposals must be submitted to the building principal for approval.
2. Junior High School Extra Load – When a Junior High teacher has an extra load as defined in Article XI, C. 3. Teaching Load, extra compensation will be based on an hourly rate commensurate with his/her salary.
3. Application to Contract – The provisions of this Section and any additional assignments made there under are not part of the normal teaching duties or compensation payable to the teacher and are not part of the ordinary teaching duties or compensation to which contractual continued service benefits shall flow from any of the provisions of this Section.

#### I. Study Group

Certified staff shall be encouraged to participate in study groups as a matter of curricular and staff development and shall be compensated for their participation. The duration of study group shall be one semester.

Application procedure: An application to form a study group shall be made to the building principal six weeks prior to the start of a semester for which it is requested and shall include but not be limited to:

- The participant's, experience, grade level, subject area
- Schedule (days and hours to be worked)
- Intended outcomes of the study group (relationship to school improvement goals or areas of curricular focus)
- Communication plan related to the findings

The Board of Education, at its discretion, may approve the study group application upon the recommendation of the Superintendent. Participants will be paid a stipend of \$1,500.00 at the completion of the study group experience and with approval of the building principal, signifying substantial completion of the intended outcomes. Such stipends shall not become a part of the teacher's base salary.

J. Supervision of Student Teachers

Two hours of graduate credit will be granted for each semester where the student teacher spends the entire day; one hour graduate credit for one-half day. A maximum of twelve (12) hours credit may be earned during the tenure of the teacher. Where applicable, stipend from college or university may be accepted in lieu of credit.

K. National Board Certification

1. Upon successful completion and certification, the District will provide a one-time stipend of \$1,500.00.
2. The Board agrees to reimburse teachers having or pursuing National Board Certification for application and renewal fees.

L. Mentoring Program Responsibilities and Stipend

1. Mentors will be selected to work with newly certificated teachers and teachers new to District 69. Teachers will not be required to serve as mentors.
2. The mentors who participate and fulfill the responsibilities of the mentoring program will be paid a stipend based on the following criteria:
  - a. Mentors working with teachers having "new teacher" status according to 105 ILCS 21-2, will receive a stipend of \$875.00 over the course of two years for completing duties required by the mentoring program, with \$600.00 to be paid in the first year and \$275.00 to be paid in the second year.
  - b. Mentors working with teachers new to District 69, but not having the "new teacher" status according to 105 ILCS 21-2, will receive a stipend of \$600.00 over the course of one year for completing duties required by the mentoring program.



## ARTICLE XXI - FRINGE BENEFITS

### A. Major-Medical Hospitalization Insurance

1. The Board agrees to provide a group health plan for each year of the contract, which will include major medical insurance. The Board retains the right to change insurance carriers to save costs providing the same benefits shall be provided. No insurance benefits shall be provided part-time teaching personnel who work less than a .5 FTE schedule.
2. Teachers may elect the following level of coverage:
  - Single
  - Single + spouse
  - Single + child
  - Family
3. The teachers who work the number of hours necessary to qualify for coverage will share the cost of single coverage with the Board in the District's Group Major-Medical Hospitalization Insurance Plans according to the following breakdown:
  - a. The Board will pay 90% of the premiums for individual coverage for the PPO 700, HDHP, or HMO plus applied to any level of coverage elected.
  - b. If an employee chooses the PPO 200 plan, 90% of the premium for individual coverage for the PPO700 plan will be paid by the Board for any level of coverage.
  - c. Teachers who elect to participate in the PPO 700 plan will receive an additional \$500 annually in an HRA.
  - d. The Board will offer an HDHP (high deductible health plan) connected to an HSA (health savings account). Any employee who chooses the HSA plan shall be entitled to a one-time contribution from the Board of \$1,000.
4. Any employee who elects to waive district health coverage and shows proof of coverage for the employee and dependents under a group plan within the requirements of the Affordable Care Act shall receive \$1,000 for each year for which he/she waives coverage.

In addition, the parties agree to renegotiate the amount of the opt-out payment for employees who do not enroll in the health insurance plans should the payment expose the Board to a potential ACA penalty.

5. All insurance premium deductions paid by the teachers will be treated as pretax payments unless a teacher notifies the business office in writing that they do not want the premium deduction to be pretax. Such notice must be provided to the business office before the start of a school year to be effective for the school year or at such other time as may be permitted or required by law.

6. The Board agrees that during the life of the contract, a joint committee will be established for the purpose of reviewing avenues and options for decreasing the cost of current and future health insurance. The joint committee will meet as necessary, but at least annually. In addition, the Board agrees to provide committee members with all materials necessary to fulfill their duties. Should the total insurance premium increase 15% or more in any given year, the joint committee shall convene in order to review the plan structure and develop cost savings measures to present to the membership/board for acceptance.
7. The District shall have the right to change insurance carriers, but if it changes carriers, it shall maintain comparable benefits so long as the cost of such benefits does not increase more than 35% in any policy year. The Board would review the proposed change in carriers with the joint committee before making any such changes.
8. As provided by law, a health maintenance organization alternative to the present group plan will be made available by the Board to the teachers desiring same. A preferred provider option plan also will be made available. Any sum paid on behalf of the teacher electing the HMO or the PPO shall not exceed the single person coverage premium presently paid by the Board to the group plan.

B. Dental Insurance

The Board will pay the cost of employee coverage at a cost not to exceed \$30.00 per month.

C. Income Protection Insurance

The Board will provide an Income Protection Plan for each teacher whose benefits would commence after 90 school days of disability or when the teacher's sick leave has been exhausted, whichever is later. The District's plan shall pay a maximum benefit of \$2,000 per month in order that the teacher shall receive a total combined benefit of up to 67% of salary from the Illinois Teachers' Retirement System Plan and the District's plan.

D. Term Life Insurance

The Board will provide Term Life Insurance for each teacher at a face value equal to the teacher's annual salary rounded to the nearest \$1,000, up to a maximum of \$50,000.

E. Mileage

The Board will pay mileage at the IRS maximum guideline per mile for travel between schools during a day for teachers when teaching assignments so require and approval therefore has been secured from an administrator in advance.

F. Workers' Compensation

Workers' Compensation will be provided by the Board of Education for all teachers. A teacher may elect to coordinate accumulated sick leave with Workers' Compensation in order to attain full salary. Such coordination shall be accomplished by providing the teacher with one (1) full

day of sick pay for each three (3) days that the teacher receives Workers' Compensation. Teachers will be permitted to coordinate only full days of accumulated sick leave with Workers' Compensation and may not use portions of sick leave days for the purpose of coordination with Workers' Compensation.

G. Liability Insurance

The Board will provide Liability Insurance coverage for each teacher.

H. Salary Reduction/Sheltering Program for Certain Expenses

The Board will establish as soon as practical, and at Board expense, a salary reduction/sheltering program. This plan will permit teachers to eliminate Federal income taxation of all group insurance premiums not reimbursed by the District, most other non-reimbursed medical expenses of teachers and their dependents, and up to \$5,000 of annual child care expenses to the extent permitted by law.

## ARTICLE XXII - RETIREMENT

### A. Retirement Incentive Plan

#### 1. Eligibility

An eligible teacher is a teacher who has ten years of creditable service in School District No. 69 at the time he/she submits his/her irrevocable resignation.

#### 2. Notice

In order to receive the benefits provided for in Section 3, an eligible teacher must submit, in writing, his/her irrevocable resignation no later than:

June 15, 2017, for retirement at the end of the 2017-2018, 2018-2019, 2019-2020, 2020-2021 school years;

June 15, 2018, for retirement at the end of the 2018-2019, 2019-2020, 2020-2021, 2021-2022 school years;

June 15, 2019, for retirement at the end of the 2019-2020, 2020-2021, 2021-2022, 2022-2023 school years;

The teacher's notice to the Board and the Board's approval of the request shall constitute an irrevocable commitment by both parties, except that at the Board's discretion, the teacher may be permitted to continue in employment beyond the agreed-upon date of retirement in emergency circumstances (e.g. catastrophic illness incurred by the teacher or spouse, death of spouse or calamitous event incurred by teacher or spouse). As a condition of continuing in employment beyond the agreed-upon retirement date, the teacher shall reimburse the Board for the full cost of the retirement benefit.

#### 3. Benefits

Eligible teachers who submit a timely irrevocable letter of resignation will be paid a salary increase in their last year(s) of service equal to 6% over their previous year's TRS creditable earnings. The 6% increase includes all compensation paid to the teacher, including scheduled salary, stipends and professional development compensation. Eligible teachers may receive this 6% increase for up to four years if appropriate notice is given. If a teacher has provided a letter of resignation and is to receive a 6% salary increase pursuant to this provision, the teacher shall continue to perform the same extracurricular assignments that resulted in the total previous year's creditable earnings upon which the 6% increase is based. If the teacher does not continue to perform the same extracurricular assignments, then the 6% increase will be reduced proportionately.

In the event the 6% increases shall result in the Board of Education being required to pay an actuarial cost or some other additional payment, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board of Education. For teachers that have already submitted their irrevocable letter of resignation, the

amount by which the benefit is to be limited shall be paid to the teacher post-retirement, allowing the teacher the option to accept the amount as a tax-sheltered contribution.

The benefits shall be granted to any eligible employee who gives timely notice of retirement during the term of this contract, if the actual retirement will occur by the end of the 2022-2023 school year.

4. Conditions

If, during the term of this contract, any law is enacted that results in a greater cost to the District for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this contract is entered into, the parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The Board will not be obligated to pay amounts in excess of those provided in this Article, unless otherwise agreed.

No bargaining unit member should rely upon the continuance of the retirement provision in a subsequent collective bargaining agreement. However, the parties recognize that either may propose and negotiate regarding this provision's continuance. The benefits provided for in this Article will not be available to any teacher who retires after June 30, 2023.

5. Letter of Intent

I hereby resign from employment by the Board of Education effective \_\_\_\_\_, \_\_\_\_\_, in order to participate in the retirement incentive program set forth in Article XXII of the District's collective bargaining agreement with the Skokie Education Association. I understand that I cannot revoke my resignation once it has been accepted by the Board.

I agree that I may continue to work beyond the retirement date stated in this letter only under emergency circumstances and at the discretion of the Board. If I do continue to work beyond the retirement date set forth in this letter, I agree that the Board may make deductions from my paychecks until I have made full repayment of that difference between the salary increase I received pursuant to the District's retirement incentive program and the increase which I would otherwise have received.

## **ARTICLE XXIII - REPRESENTATION CHALLENGE**

An organization challenging the Association's right to exclusive representation of the existing negotiating unit shall follow the procedures as required by the Illinois Educational Labor Relations Act.

#### **ARTICLE XXIV - EFFECT OF AGREEMENT**

- A. This Agreement shall be incorporated into the School Board Policies of Skokie School District 69 and shall be part of said policies during the duration of this Agreement. When necessary, the provisions in the Agreement shall be reflected in the individual teacher's contract.
  
- B. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

## **ARTICLE XXV - STRIKE PROHIBITION**

The Association hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete service in the School District, or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the duration of this Agreement.

The Board hereby agrees not to lock out employees covered by this Agreement during the duration of this Agreement.



**ARTICLE XXVI - DURATION AND ACCEPTANCE OF AGREEMENT**

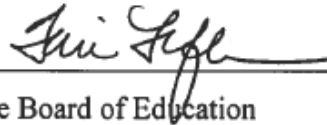
- A. The Agreement shall be effective August 21, 2016 and shall continue in effect without modification until August 20, 2019.
- B. This Agreement is signed this February 21, 2017.

IN WITNESS THEREOF:



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For the Skokie (District 69)  
Education Association



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For the Board of Education  
Skokie School District 69

**EXHIBIT 1: 2016-2017 SALARY GRID**

The grid below represents the BOE salary adjustment plus the 3% increase  
for the experience and education as listed

Members not on this grid received a 3% increase over their 2015-16 salary

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA + 15</b>
<b>1</b>	\$45,711.54	\$47,628.35	\$51,023.04	\$54,395.88
<b>2</b>	\$46,387.08	\$48,332.22	\$51,777.07	\$55,199.76
<b>3</b>	\$48,059.80	\$50,023.85	\$52,136.59	\$56,888.96
<b>4</b>	\$48,393.88	\$51,774.68	\$55,155.47	\$58,578.16
<b>5</b>	\$52,284.86	\$55,269.80	\$58,254.74	\$61,963.77
<b>6</b>	\$52,490.86	\$55,475.80	\$58,460.74	\$62,094.24
<b>7</b>	\$52,569.58	\$55,954.51	\$60,921.51	\$65,404.31
<b>8</b>	\$52,648.30	\$56,433.21	\$65,006.39	\$68,714.39
<b>9</b>	\$54,628.99	\$56,911.92	\$67,251.79	\$68,920.39
<b>10</b>	\$56,609.68	\$58,886.73	\$69,504.40	\$69,768.54
<b>11</b>	\$58,590.38	\$61,427.16	\$69,986.60	\$70,616.71
<b>12</b>		\$63,408.44	\$70,192.44	\$71,464.86
<b>13</b>		\$65,391.33	\$70,398.44	\$73,731.13
<b>14</b>		\$67,374.23	\$72,257.28	\$75,994.14
<b>15</b>		\$69,361.97	\$74,523.20	\$78,267.96
<b>16</b>			\$76,789.11	\$80,536.38
<b>17</b>			\$79,055.02	\$82,798.31
<b>18</b>			\$81,322.74	\$85,639.77
<b>19</b>			\$83,590.45	\$87,906.04

**APPENDIX A  
EXTRA COMPENSATION**

Leadership	Stipend	Athletics	Stipend
K-5 Grade Level/Team Rep	\$2,500.00	Athletic Director	\$2,850.00
6-8 Grade Level/Team Rep	\$1,250.00	JV/Varsity Sports	\$2,260.00
6-8 Department	\$1,250.00	6th Grade Sports	\$1,120.00
Curriculum Initiatives (e.g., STEM Leaders)	\$2,500.00	CrossCountry	\$892.00
		Track	\$940.00
		Cheer	\$1,350.00
		Poms	\$1,350.00
Hourly Curriculum Rate		Student Activities	Stipend
After school committee meetings	\$35.00	Unit Clubs	\$825.00
Summer Curriculum work	\$35.00	Patrol	\$2,000.00
After school meetings and PD	\$35.00	Student Ambassador	\$1,020.00
		Play	\$1,053.00
Hourly supervision Rate		The duration of the clubs is intended to be 8-12 weeks in length, meeting once per week, as able to be scheduled and in agreement with the club sponsors.	
AM/PM Supervision (15 min)	\$28.00		
Student Bus Rider (Regular and Special Education)	\$28.00		
Lunch supervision (30 min)	\$28.00		
After school detention (60 min)	\$28.00		
After School Events (varies)	\$28.00		
Special Events		Special events are events when there is significant preparation involved. It may or may not involve regular meetings with students. These include but are not limited to: Student of the month, science fair, chess tournament, spelling bee	
Sponsor Event- prepare and execute	\$28.00/hr		
Additional Competition & Supervision of special events	\$28.00/hr		
Any additional supervisory, curricular, leadership, or athletic positions will be paid according to the appropriate category			
These stipend amounts are in effect for the life of the contract.			