

A G R E E M E N T

BETWEEN THE

**BOARD OF EDUCATION,
SCHOOL DISTRICT #70
MORTON GROVE, ILLINOIS**

AND THE

**PARK VIEW COUNCIL OF TEACHERS
LOCAL 1274, IFT/AFT, AFL-CIO**

2017 — 2022

TABLE OF CONTENTS

ARTICLE I – RECOGNITION OF THE UNION

1.1 Recognition of the Union 1
1.2 Definition of Employee 2

ARTICLE II – EMPLOYEE’S NON-SCHOOL WORK ACTIVITIES

2.1 Employee’s Non-School Activities 3

ARTICLE III – UNION RIGHTS

3.1 Use of Buildings 4
3.2 Use of Equipment 4
3.3 Distribution of Union Material 4
3.4 District Directory 4
3.5 Copy of Agreement 4
3.6 Union Dues Deduction 5
3.7 COPE Deduction 5
3.8 Fair Share 5-7
3.9 List of Employees 7
3.10 Availability of Financial Data 7
3.11 Board Policies 7
3.12 Board Agenda 8
3.13 Participation at Board Meetings 8
3.14 Union/Management Meetings 8
3.15 Union Leave 8

ARTICLE IV – PERSONNEL FILES

4.1 Personnel File 9
4.2 Right of Access 9
4.3 Placement of Material in File 9
4.4 Right of Copy 9
4.5 Right of Attachment 9
4.6 Privacy of Materials in File 10
4.7 Removal of Material from the File 10

ARTICLE V – TEACHER SENIORITY

5.1 Seniority Defined 11
5.2 Resolving Identical Seniority 11
5.3 Continuous Service Interruption 11
5.4 Seniority Accrual 11
5.5 Reduction-In-Force/Recall Rights 12

ARTICLE VI – TEACHER EVALUATION

6.1 Evaluators 13
6.2 Notification of Evaluators and Evaluation Procedures 13
6.3 Frequency of Evaluations 13

6.4	Advance Notice of Observation	13
6.5	Observation and Recordings of Teachers' Activities	13
6.6	Classroom Observations	14
6.7	Post-Observation and Evaluation Conferences.....	14
6.8	Observation Report and Summative Evaluation Rebuttals	14-15
6.9	Personnel File Copy.....	15
6.10	Non-Tenured Teachers.....	15
6.11	Summative Evaluation Rating	15
6.12	Professional Development Plan Following Rating a Tenured Teacher "Needs Improvement"	15-16
6.13	Remediation Plan (Tenured Teachers)	16
6.14	Consulting Teacher.....	17-18
6.15	Change in Law on Evaluation of Teachers	18
6.16	District Mentoring Program.....	18

ARTICLE VII – GRIEVANCE PROCEDURE

7.1	Definition	19
7.2	Grievance Process.....	19-20
7.3	Time Limits	20
7.4	General Provisions.....	20-21

ARTICLE VIII – DISCIPLINARY ACTION FOR TEACHERS

8.1	Complaints Against Teachers.....	22
8.2	Disciplinary Appearance	22
8.3	Disciplinary Procedure.....	22

ARTICLE IX – VACANCIES AND ASSIGNMENTS FOR TEACHERS

9.1	Posting of Vacancies	23
9.2	Interviews for Vacancies.....	23
9.3	Assignment	23

ARTICLE X – LEAVES

10.1	Sick Leave.....	24-25
10.2	Personal Leave	26
10.3	Bereavement Leave.....	27
10.4	Jury Duty Leave	27
10.5	Leave of Absence	27
10.6	Maternity/Child Rearing Leave of Absence.....	27-31

ARTICLE XI – TEACHER TRANSFERS

11.1	Arbitrary Transfers	32
11.2	Written Notice.....	32
11.3	Meeting with Administration.....	32
11.4	Support of Transferred Teacher	32

ARTICLE XII – TEACHER SCHOOL CALENDAR AND SCHOOL YEAR	
12.1 School Calendar	33
12.2 School Year.....	33
ARTICLE XIII – TEACHER SCHOOL DAY	34-35
ARTICLE XIV – CLASS SIZE AND TEACHER LOAD	36
ARTICLE XV – METHOD OF SALARY PAYMENT	
15.1 Basis of Payment	37
15.2 Paydays Falling on Holidays	37
15.3 Summer Salary Checks	37
ARTICLE XVI – NO STRIKE AND NO LOCKOUT	
16.1 No Strike.....	38
16.2 No Lockout	38
ARTICLE XVII – TEACHER COMPENSATION	39-42
ARTICLE XVIII – FRINGE BENEFITS FOR TEACHERS	
18.1 Hospitalization/Major Medical Insurance.....	43
18.2 Dental Insurance	43
18.3 Life Insurance.....	43
18.4 Tuition Reimbursement.....	44
18.5 Service Recognition Plan.....	45-46
18.6 Internal Substitution Pay	46
18.7 Part-Time Teachers	47
18.8 Salary Reduction Plan	47-48
ARTICLE XIX – EXTRA DUTY ASSIGNMENTS.....	49
ARTICLE XX – SENIORITY AND REDUCATION IN FORCE (RIF) OF CLASSIFIED PERSONNEL	
20.1 Classified Seniority Defined.....	50
20.2 Classified Personnel Seniority List	50
20.3 Reduction-In-Force (RIF)	51
20.4 Recall of RIF'd Classified Personnel.....	51
ARTICLE XXI – WORKING CONDITIONS – CLASSIFIED PERSONNEL	
21.1 Work Day.....	52-53
21.2 Overtime.....	53-54
21.3 Work Year	54
21.4 Vacations.....	54-55
21.5 Holidays.....	55
21.6 School Closing	55-56

ARTICLE I—RECOGNITION OF THE UNION

1.1 RECOGNITION OF THE UNION

The Board of Education of Morton Grove School District No. 70, Morton Grove, Illinois, hereinafter referred to as the "Board" hereby recognizes the Park View Council of Teachers, Local 1274, IFT/AFT, AFL-CIO, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative with respect to wages, hours and terms and conditions of employment as provided in Section 10 of the IELRA for all regularly employed full-time and part-time A) professional instructional personnel, including classroom teachers, special education teachers, librarians, social workers, school psychologist, the school nurse and reading specialists, (hereinafter "teachers"); and B) all full- and part-time secretaries, teacher aides, custodians, cafeteria workers, cafeteria/recess supervisors and non-certified school nurses, (hereinafter "classified personnel") and specifically excluding the school psychologist, the Superintendent, principals, assistant principals, the Director of Student Services, the Superintendent's secretary, the Confidential/Payroll Secretary, and any other confidential, managerial, supervisory or short term employees as defined by Section 2 of the IELRA.

The test of whether an employee is considered part of the classified personnel shall be his/her job function and not the possession of a teaching or other certificate. However, with the possession of a state issued school certified nursing certificate at the time of initial hire or upon certification and request of the district to work in such capacity, an employee will be treated as a teacher per the provisions of this agreement.

The parties recognize it is possible a single employee may be employed as a teacher and as a member of the classified personnel within the same work day or work week. In such event, only the applicable provisions of this Agreement shall apply to the employee as they function in either of the assigned positions.

1.2 DEFINITION OF EMPLOYEE

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

ARTICLE II—EMPLOYEE’S NON-SCHOOL WORK ACTIVITIES

2.1 EMPLOYEE’S NON-SCHOOL ACTIVITIES

The Board shall not adopt any regulation which restricts an employee’s non-school work activities, provided such non-school work activities do not adversely effect the ability of the employee to fulfill his/her responsibilities as an employee in the District.

ARTICLE III—UNION RIGHTS

3.1 USE OF BUILDINGS

The Union shall have the right to use school buildings for Union meetings of teachers covered by this Agreement provided such meetings do not interfere with the operation of the District. The Union shall schedule such meetings with the principal of the building or other appropriate administrator at least twenty-four (24) hours in advance of such meetings and reimburse the District for any damage which occurs as a result of such use.

3.2 USE OF EQUIPMENT

The Union shall have the right, with reasonable advance notice and provided such use does not interfere with the operation of the District, to use District typewriters and personal computers. The Union shall reimburse the Board for any damage occasioned by such use. The Union shall also have the right to have a reasonable number of copies of its materials duplicated.

3.3 DISTRIBUTION OF UNION MATERIAL

The Board shall provide the Union with bulletin board space for the posting of its materials. The Union shall have the right to communicate with members of the bargaining unit by means of teacher mailboxes and District email.

3.4 DISTRICT DIRECTORY

The names of Union officers shall be listed in the District #70 Personnel Directory in any year such Directory is published. Each employee shall receive a copy of the Directory via email or on the District's website.

3.5 COPY OF AGREEMENT

The District shall provide each employee with a copy of this Agreement via email or on the District's website.

3.6 UNION DUES DEDUCTION

The Board, upon receipt of a written authorization from an employee covered by this Agreement, shall deduct twice each month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made in accordance with the terms set forth in the authorization currently in use. The Union shall hold the Board harmless for all dues deductions made pursuant to this Section, provided the Board shall comply therewith.

3.7 COPE DEDUCTION

The Board, upon the receipt of a written authorization from an employee, shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made. The Union shall hold the Board harmless under the same terms as in Section 6 of this Article.

3.8 FAIR SHARE

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

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

- A. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
- B. The Union has annually certified in writing to the Board (1) the amount of such fair share fee and (2) the fact that the notice required in (A) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of employees to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should an employee file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member teacher

asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Union. If the employee and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

3.9 LIST OF EMPLOYEES

The Union shall be supplied with a list of all employees via email no later than August 1. Such list shall include each employee's home address unless an employee shall request that his/her address be excluded. The names and addresses of new employees shall be given to the Union President or designee within five (5) business days following Board action.

3.10 AVAILABILITY OF FINANCIAL DATA

The Union shall be supplied public information concerning the financial position of the District, including when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets. Said information may be supplied to the Union via email or on the District's website.

3.11 BOARD POLICIES

The Board shall provide via email or on the District's website one (1) electronic copy of its official policies, rules, regulations, and handbooks, and all subsequent additions, deletions, and amendments to the Union President or designee at such time as they become available.

3.12 BOARD AGENDA

The Board shall provide the Union via email or on the District's website a copy of the agenda, if any, of any regular or special meeting of the Board, including committee meetings. A copy of the minutes of such meeting shall likewise be provided to the Union promptly following their approval by the Board. The Board will provide the Union with a hard copy of the Board meeting packet (except for confidential materials) by the date of the meeting.

3.13 PARTICIPATION AT BOARD MEETINGS

The Union President or his/her designee shall have the right to address the Board at the scheduled intervals reserved on the agenda for comments by persons attending the meeting and in accordance with Board policy governing such public comment.

3.14 UNION/MANAGEMENT MEETINGS

The Union President or designee shall have the right to meet quarterly with the Superintendent or designee to discuss this Agreement or other matters of Union concern. Except by mutual agreement, such discussions shall not include any pending grievance or matters currently being negotiated by the parties. Any agreements reached at such meetings shall be consistent with the terms of this Agreement, unless the Union and Board mutually agree otherwise.

3.15 UNION LEAVE

The Union shall be entitled to five (5) work days of Union leave per year, without loss of pay or other leave days, for the purpose of conducting Union business, provided no more than two (2) employees shall be absent for such purpose on the same date. The Union President or designee shall notify the Superintendent two (2) days prior to the use of any such days.

ARTICLE IV—PERSONNEL FILES

4.1 PERSONNEL FILE

Only one official personnel file shall be maintained by the Board. However, all documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel file of the employee.

4.2 RIGHT OF ACCESS

Each employee shall have reasonable access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the Board prior to the teacher's first employment day with the District. The examination of the personnel file shall occur during normal business hours. The employee may be accompanied on such examination by a representative of the Union and such examination shall be conducted in the presence of a Board designated employee.

4.3 PLACEMENT OF MATERIAL IN FILE

Any material placed in the file shall be signed and dated, and a copy shall be given to the employee. Upon request, the employee shall acknowledge the receipt of such copy.

4.4 RIGHT OF COPY

Each employee shall have the right to be furnished with a copy of any or all file material, exclusive of confidential material named in Section 2.

4.5 RIGHT OF ATTACHMENT

Each employee shall have the right to have dissenting or explanatory material attached to any document on file with a note to "see attached material" on the original document.

4.6 PRIVACY OF MATERIALS IN FILE

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the employee provided, however, such file shall be available to the Board and its agents, the administration or as may be required by law, any court or other hearing.

4.7 REMOVAL OF MATERIAL FROM THE FILE

No employee or administrator shall permanently remove any material from the employee's file, except by mutual consent.

ARTICLE V—TEACHER SENIORITY

5.1 SENIORITY DEFINED

Seniority shall be defined as the length of continuous service as a teacher in this District, and all service as a District administrator. Any person accepting the terms of a multi-year administrative contract in District 70 shall not be entitled to seniority accrual and seniority rights under this Agreement for the full term of his/her employment as a District administrator.

5.2 RESOLVING IDENTICAL SENIORITY

- A. If total years of service referred to in Section 1 are equal between two (2) or more teachers then seniority shall be determined by total service with the District in any capacity.

- B. If total years of service referred to above are equal between two (2) or more teachers, then seniority shall be determined by lot witnessed by the Union President and the administration.

5.3 CONTINUOUS SERVICE INTERRUPTION

Continuous service shall be interrupted by resignation, retirement or termination.

5.4 SENIORITY ACCRUAL

Seniority shall not accrue during any unpaid leave of absence of thirty (30) consecutive days or more unless such leave of absence shall be due to a job related disability injury. Teachers who are transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of time previously worked in positions covered by this Agreement, except as provided in Section 1.

5.5 REDUCTION-IN-FORCE/RECALL RIGHTS

If there are layoffs of teachers covered by this Agreement, the Board shall comply with the requirements of the Illinois School Code (105 ILCS 5/24-12). Teachers so dismissed shall receive notices of honorable dismissal.

The Board will comply with the requirements of the Illinois School Code regarding the recall of teachers (105 ILCS 5/24-12). The teacher must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance or rejection of any vacant position offered to the teacher during the recall period. Any teacher who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the teacher did not work shall not be counted towards seniority.

ARTICLE VI—TEACHER EVALUATION

6.1 EVALUATORS

Evaluations of teachers shall be done by individuals who are legally qualified to do so. Such a qualified individual is hereinafter referred to as an "evaluator."

6.2 NOTIFICATION OF EVALUATORS AND EVALUATION PROCEDURES

Within the first four (4) weeks after the beginning of each school term, or date of hire, if later, the Superintendent or designee shall inform teachers of the evaluation procedures and the formal evaluation instrument(s) to be used as well as advising them as to who may formally evaluate their performance. If there is a change of a teacher's evaluator(s) during the school year, such teacher shall be notified in writing as to who the new evaluator(s) shall be at least five (5) school days prior to any formal observation.

6.3 FREQUENCY OF EVALUATIONS

Non-tenured teachers shall be formally evaluated at least once each school term. Tenured teachers shall be evaluated formally at least once biennially.

6.4 ADVANCE NOTICE OF OBSERVATION

When an evaluator plans to visit a teacher for the purpose of a formal observation, the evaluator shall make his/her presence known to the teacher upon entering the classroom or work area. Teachers shall be given at least one (1) day's notice by the evaluator before the first formal observation each year.

6.5 OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES

No person or agency shall, either in person, by photographic, electronic, or mechanical means, observe, monitor, or record classroom proceedings for evaluation purposes.

6.6 CLASSROOM OBSERVATIONS

Formal classroom observations should be no less than thirty (30) minutes in length and should commence at the beginning of a class period and end at a natural break in the observation. The Board shall make every reasonable effort to adhere to such schedule, provided minor deviations there from shall not invalidate an observation. Formal observations of teachers shall not be conducted the first three (3) or the last three (3) days of the school term or on the day preceding or following Thanksgiving, winter and spring vacation. Informal classroom observations of a teacher may take place at any time without advance notice. Verbal and written feedback will be provided to the teacher for any informal classroom observation that may be used in determining a teacher's performance evaluation or summative rating.

6.7 POST-OBSERVATION AND EVALUATION CONFERENCES

Following each formal observation, the evaluator shall complete a written report of the observation. Within ten (10) school days of the observation, the evaluator shall furnish the teacher with a copy of the written report and hold a conference with the teacher.

For each final summative evaluation there shall be an evaluation conference which shall include a discussion of the written evaluation including strengths and weaknesses, and the evaluator shall identify deficiencies, if any, in the teacher's performance and recommend and provide remedial help when feasible. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.

6.8 OBSERVATION REPORT AND SUMMATIVE EVALUATION REBUTTALS

If a teacher feels his/her observation report or written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The

signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the observation report or written evaluation, provided the teacher has submitted such objection to the evaluator within thirty (30) school days of the teacher's receipt of the report or evaluation.

6.9 PERSONNEL FILE COPY

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

6.10 NON-TENURED TEACHERS

The final summative evaluation conference each year for non-tenured teachers shall be held at least two (2) school days prior to any Board action to retain, dismiss or grant tenure to such teachers, except where termination is for cause. During the conference, the evaluator shall inform the teacher of his/her recommendation concerning his/her continued employment in the District.

6.11 SUMMATIVE EVALUATION RATING

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

6.12 PROFESSIONAL DEVELOPMENT PLAN FOLLOWING RATING A TENURED TEACHER "NEEDS IMPROVEMENT"

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

any support(s) that the District will provide to address the area(s) identified as needing improvement.

A tenured teacher who has received a “Needs Improvement” or “Unsatisfactory” rating will be evaluated in the next school year.

6.13 REMEDIATION PLAN (TENURED TEACHERS)

- A. Any tenured teacher who receives an overall evaluation composite rating of unsatisfactory shall be placed upon remediation status. Within thirty school (30) days of being placed upon remediation status, a remediation plan shall be developed for implementation to correct the remediable deficiencies cited. Participants in the development of the plan shall include the teacher, a qualified evaluator and a consulting teacher. The written remediation plan shall be dated and signed by all participants with one (1) copy placed in the teacher's official personnel file and one (1) copy sent to the Union.

- B. Any teacher on remediation status shall be formally evaluated at the mid-point and at the end during the ninety (90) school-day remediation period following receipt of an unsatisfactory rating. Each evaluation shall assess the teacher's performance during the time period since the prior evaluation; provided that the last evaluation shall also include an overall evaluation of the teacher's performance during the remediation period. While the consulting teacher shall participate in the drafting and implementation of the remediation plan and shall provide advice and counsel to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the teacher on remediation status is subsequently evaluated with an overall rating of proficient or better, the teacher shall be reinstated to a schedule of evaluation set forth in the District's Evaluation Plan.

6.14 CONSULTING TEACHER

- A. A teacher shall be eligible to work as a consulting teacher provided the teacher meets the following criteria:
1. Is a teacher as defined by this Agreement.
 2. Has at least five (5) years of teaching experience.
 3. Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant.
 4. Has received an “excellent” on his/her most recent evaluation.
- B. The Board shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, the Union shall submit to the Administration a roster of at least five (5) qualified teachers or all such qualified teachers if that number is less than five (5). The Administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit a roster within ten (10) school days of receipt of request for such roster, the Administration may select the consulting teacher. Any teacher may decline to serve as a consulting teacher. To the extent possible, consulting teachers shall be selected on a rotating basis.
- C. A consulting teacher in the District shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and/or shall receive a stipend which shall be acceptable to the Union and the consulting teacher.
- D. The consulting teacher shall not be required by the Board or Union to participate in any dismissal hearing. The Board shall hold harmless

consulting teachers from any liability arising from the performance of their duties as consulting teachers.

6.15 CHANGE IN LAW ON EVALUATION OF TEACHERS

If there is a change in the law on the evaluation of teachers, whether of statutory or judicial origin, which substantially affects any provision in this Article, such change in law shall automatically supersede and replace such provision to the extent such provision is substantially effected by the change in the law.

6.16 DISTRICT MENTORING PROGRAM

The Board and Union agree to the formation of a mentoring committee no later than the end of the 2008-2009 school term. The Superintendent and the Union will agree to compensation which will be adequate for the workload of the committee based upon mutual agreements of structure, function, and time commitment.

ARTICLE VII—GRIEVANCE PROCEDURE

7.1 DEFINITION

Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

7.2 GRIEVANCE PROCESS

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

STEP 1 — SUPERVISOR LEVEL

The employee and/or Union shall present the grievance in writing to the immediately involved supervisor within fifteen (15) days from the event giving rise to the grievance or within fifteen (15) days of the date when the grievant knew or should have reasonably known of such event, whichever is later. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Within seven (7) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

STEP 2 — SUPERINTENDENT LEVEL

If the grievance is not resolved at Step 1, the employee and/or the Union may refer the grievance in writing to the Superintendent within ten (10) days after receipt of the Step 1 answer. Within five (5) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

STEP 3 — ARBITRATION

If the Union is not satisfied with the decision at the Second Step, the Union may refer the grievance to binding arbitration within thirty (30) days after the decision has been provided at the Second Step. The American Arbitration Association shall act as the administrator of the proceedings. The arbitration hearing shall be scheduled at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall submit his/her decision in writing which shall be final and binding on the parties. The fees of the arbitrator and the American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. Nothing herein shall preclude the parties from agreeing to an alternate process for the selection of the arbitrator.

7.3 TIME LIMITS

- A. The term "days" as used herein shall mean days on which the District Business Office is open.
- B. The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next step.
- C. Time limits may be extended by mutual agreement.

7.4 GENERAL PROVISIONS

- A. Meetings, conferences and hearings under this procedure shall be conducted at a time and place which shall afford fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as feasible, after work hours. When such meetings, conferences

and hearings are held during work hours, all teachers whose presence is required shall be excused from work to the extent required without loss of pay or benefits.

- B. No employee shall be required to meet with an Administrator at any stage of the grievance procedure without Union representation.
- C. The parties may by mutual agreement agree to bypass any step of the grievance procedure.
- D. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- E. Employees shall be free to lodge and persevere in a grievance without interference or penalty.
- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings and of the resolution of the grievance at any level. However, in no event shall the grievance be resolved in a manner inconsistent with the terms of this Agreement.

ARTICLE VIII—DISCIPLINARY ACTION FOR TEACHERS

8.1 COMPLAINTS AGAINST TEACHERS

Any complaint regarding a teacher made to a Board member or administrator by a parent, student or teacher, which the Board member or administrator believes to be substantive and credible shall be promptly called to the attention through administrative channels unless otherwise mandated by law or unless unusual circumstances prevail. Typically, the complaining party should be asked to submit his/her complaint in writing and to discuss the matter with the teacher as part of an effort to resolve any differences before any action is taken.

8.2 DISCIPLINARY APPEARANCE

A teacher shall have the right to be accompanied by a Union representative at any meeting with the Board or an administrator, if at the time such meeting is called it is reasonably anticipated that disciplinary action against the teacher might occur at or as a direct consequence of such meeting. The affected teacher shall be given reasonable advance written notice of such meeting and the nature of the possible disciplinary action. In the event the representative chosen is other than a Union representative, the Union President shall be given notice of any disciplinary action taken or recommended within a reasonable time following such meeting unless otherwise mandated by law. Except where such delay shall possibly consequentially affect the investigation or possibly be detrimental to students or other employees, reasonable advance notice shall be at least twenty-four (24) hours.

8.3 DISCIPLINARY PROCEDURE

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

ARTICLE IX—VACANCIES AND ASSIGNMENTS FOR TEACHERS

9.1 POSTING OF VACANCIES

A vacancy is a position for which no teacher under contract is assigned. Prior to formally interviewing candidates for or filling a posted vacancy in a full-time teaching position for the forthcoming school term, bargaining unit members shall be informed of such vacancy through a timely all staff school side email notification, and a vacancy notice shall be posted on the bulletin board near the teacher mailboxes for at least five (5) workdays. Such vacancy notice shall include the qualifications required for the position. If such vacancy occurs during the summer vacation period, the notice of vacancy shall be sent via email to all staff members and posted on the District's website. The Union President shall receive a copy of all vacancy notices.

9.2 INTERVIEWS FOR VACANCIES

Any teacher who meets the job description and the qualifications for the position and who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice shall be given an interview for the vacant position.

9.3 ASSIGNMENT

Each teacher shall be notified in writing of his/her teaching assignment for the following school year at least two (2) weeks prior to the last day of the current school year. A teacher's assignment may be changed subsequent to such notification. However, if a teacher's assignment is to be changed, the teacher shall be informed as soon as practicable of the change and the reason(s) for the change and may discuss such change with the appropriate administrator.

ARTICLE X—LEAVES

10.1 SICK LEAVE

Each employee shall, without deduction in pay, be entitled to fourteen (14) days of sick leave per school year, subject to the provisions of the sick leave bank. Unused sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this Section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and partners in a civil union under Illinois law. (750 ILCS 75/20.)

The Board shall recognize a Sick Leave Bank established and administered by the Union. The Board shall provide the Union with all the assistance and data necessary for the proper administration of the Sick Leave Bank. At inception, each bargaining unit member shall contribute two days of his/her sick leave to the Sick Leave Bank; thereafter, each newly hired bargaining unit member shall contribute one day of sick leave to the Bank in each of his/her first two (2) years of employment.

The purpose of the Sick Leave Bank shall be to provide extended sick leave to bargaining unit members who incur major illness or disability. Bargaining unit members who wish to draw on the Sick Leave Bank shall be granted up to twenty (20) additional days of paid sick leave per school year upon written request to the Superintendent subject to the following conditions:

- A. At the time of request, the bargaining unit member shall present a doctor's certificate of continuing illness or disability, stating the anticipated period of time for which the extended sick leave would be required. The right of a teacher to draw from the Sick Leave Bank shall be limited to absences qualifying for sick leave as defined by the Illinois School Code.

- B. A bargaining unit member shall not be eligible to draw on the sick leave bank until all of his/her accumulated sick leave has been exhausted.
- C. The major illness or disability for which the sick leave draw is being requested shall be personal illness which has caused the bargaining unit member to have been absent for at least ten (10) consecutive school days.
- D. This request, and the Superintendent's concurrence that the employee's request meets the qualifications established for the use of the Sick Leave Bank shall be promptly forwarded to the bargaining unit for action.
- E. A bargaining unit member drawing on the Sick Leave Bank shall have deducted from his/her pay the cost of a substitute for the first three (3) days of such leave. There shall be no further deduction of pay for additional days drawn out of the Sick Leave Bank by the bargaining unit member.
- F. If a bargaining unit member returns to work prior to the exhaustion of the 20 days the balance of the 20 days may be used for a recurrence of the original illness or disability without regard to the requirements to 10.1C and 10.1E.

If the number of days in the Sick Leave Bank becomes less than twenty (20), each member of the bargaining unit shall be required to contribute one additional day of sick leave to the Bank. Bargaining unit members withdrawing days from the Sick Leave Bank shall not be required to replace those days except as a regular contributing member to the Bank. Nothing in this policy shall be construed as requiring any bargaining unit member to draw on the Sick Leave Bank unless he/she so requests.

10.2 PERSONAL LEAVE

- A. Each employee shall be granted four (4) personal leave days per school year, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during work hours. Unused personal leave shall accumulate as sick leave. Personal leave shall not be used the first three (3) and the last two (2) days of the school term or the days immediately preceding and following Thanksgiving Break, Winter Break and Spring Break except for an emergency or a recognized religious holiday. As used herein, "emergency" shall mean a sudden or unexpected event which poses a significant threat to the employee or the employee's immediate family and/or domicile. Written notice for personal leave shall be given to the building principal at least two (2) school days in advance, except for extraordinary circumstances beyond the employee's control which prevent such advance notice, in which case notice shall be given as soon as possible to the building principal. Employees shall not be required to disclose the reason for personal leave. In addition, transporting or accompanying the employee's child to his/her initial day of college shall be an appropriate use of personal leave during the first three (3) days of the school term but such leave shall be limited to three (3) employees in any school year. Application for leave to accompany an employee's child to college shall be made no later than July 1st, and in the event more than three (3) employees make such application, seniority shall govern.
- B. Employees shall be allowed to designate one sick leave day per year for religious leave. Religious leave may be utilized to observe a recognized religious holiday of the employee's faith. Religious leave designation shall be submitted to the Superintendent with the first five (5) days of the school term (or within five calendar days after initial employment by new employees).

10.3 BEREAVEMENT LEAVE

Each employee shall be entitled to five (5) bereavement days per year, without deduction in pay, for death in the immediate family or household as defined in Section 1 or for the death of an employee's aunt or uncle.

10.4 JURY DUTY LEAVE

An employee summoned for jury duty shall continue to receive his/her daily compensation from the District, provided the employee shall reimburse the District for all fees received for such jury duty other than expenses.

10.5 LEAVE OF ABSENCE

An employee may take an unpaid leave of absence approved by the Board. Such leave shall not exceed two (2) years. Sick leave shall not be applicable during the term of such leave. Each leave request shall be considered on its individual merit and the granting or denying of such request shall be without precedential effect.

10.6 MATERNITY/CHILD REARING LEAVE OF ABSENCE

A teacher who has entered upon contractual continued service shall be eligible for maternity/child rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Paragraph J which is applicable only to non-tenured teachers, and in Paragraphs K and L which are applicable to all teachers).

- A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the third month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her regular teaching duties during her pregnancy. From time to time the Superintendent or designee may request the teacher to furnish subsequent statements from the doctor indicating her

continued ability to perform her teaching duties. At the District's request and expense, the teacher may be required to have a physical examination by a physician of its choice.

- B. Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
- C. The teacher and the Superintendent or designee shall agree upon a tentative plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one additional school year. Such leave shall not commence after the date of the birth of the child. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
- D. Sick leave shall be applicable during the period of disability preceding the maternity/child rearing leave at the option of the teacher. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- E. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or pursuant to its direction.
- F. Any teacher who has been employed ninety (90) or more days, or two (2) full quarters of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted.

- G. In all instances where a teacher is granted a maternity/child rearing leave of eight (8) months or more, as a condition thereof she shall advise the Superintendent in writing at least one hundred twenty (120) calendar days prior to the termination of such leave that she intends to return to employment. Failure on the part of the teacher to provide written notice of intent to return, as prescribed above, shall be deemed a resignation on the part of the teacher.

- H. A teacher returning from maternity/child rearing leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties with her notice of intent to return. If such notice is not required by the preceding Paragraph, such evidence shall be submitted at least thirty (30) calendar days prior to the termination of the leave.

- I. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child. Paragraph H of this Section shall not be applicable to this paragraph.

- J. A maternity/child rearing leave may be granted to a non tenured teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have

commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.

- K. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a maternity/child rearing leave of absence shall not become eligible for a subsequent maternity/child rearing leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided under exceptional circumstances the Board of Education may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- L. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child rearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of such disability.
- M. A male teacher who has entered upon contractual continued service shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.

- N. The Board recognizes that unforeseen complications may necessitate a change in the tentative plan for commencement and/or termination of such leave. Each such instance shall be judged on its own merits, without establishing precedent, and the final decision for any change in the tentative plan shall be within the sole discretion of the Board.

- O. If a teacher shall seek a leave of absence pursuant to the Federal Family Medical Leave Act (FMLA) of 1993 in connection with the adoption of a child, such teacher, at his/her option, may utilize accumulated sick leave for the purpose of caring for such child during the period of the FMLA leave, with no more than thirty (30) paid days of sick leave being used during a forty-two (42) consecutive calendar day period if the child is less than 5 years of age on the date in which the child comes into the full time care of the parents, provided the Sick Leave Bank shall not be applicable to this subsection. If the child is 5 years or older, the teacher may utilize accumulated sick leave for the purpose of caring for such child during the period of the FMLA leave, with no more than twenty (20) paid days of sick leave being used during a twenty-eight (28) consecutive calendar day period, provided the Sick Leave Bank shall not be applicable to this subsection.

- P. If any of the foregoing provisions of this Section are in conflict with any requirement of the Family and Medical Leave Act of 1993 or any regulations thereunder, such Act and regulations shall prevail.

ARTICLE XI—TEACHER TRANSFERS

11.1 ARBITRARY TRANSFERS

Teachers shall not be transferred involuntarily for arbitrary reasons.

11.2 WRITTEN NOTICE

Any teacher who is involuntarily transferred shall, upon written request, be given the specific reason(s) for such transfer.

11.3 MEETING WITH ADMINISTRATION

Any teacher who is involuntarily transferred shall have the right, upon request, to a conference with the Superintendent or designee for the purpose of discussing such transfer. The teacher shall have a right to Union representation in this meeting.

11.4 SUPPORT OF TRANSFERRED TEACHER

Any teacher who is being involuntarily transferred to another grade level or another subject area shall be given up to seven and one half (7.5) hours of planning and preparation time. Such planning time may be given as a release time or as compensated time at the curriculum writing rate if it should occur during the summer, after school, at night or on weekends.

ARTICLE XII—TEACHER SCHOOL CALENDAR AND SCHOOL YEAR

12.1 SCHOOL CALENDAR

The Superintendent shall meet with the Union President prior to the development of the school calendar for the next school term and entertain any suggestions or comments about the calendar which the Union President may have. The Superintendent shall advise the Union President of any recommendations to be submitted to the Board regarding the establishment of the school calendar prior to the consideration of such by the Board.

12.2 SCHOOL YEAR

The annual school calendar shall provide for one hundred eighty-five (185) days including one hundred seventy-six (176) student attendance days, four (4) non-instructional days and five (5) emergency days. If up to five (5) of such emergency days are not used, the school year for teachers shall be shortened by the number of such unused emergency days. The total number of teacher work days in any school year shall not exceed one hundred eighty (180). Effective for the 1997-1998 school term, and for each subsequent thereafter, the Board shall have the option of adding one (1) additional teacher work day, not to exceed one hundred eighty-one (181) teacher work days per school year. The Board shall provide the Union written notice of its intent to exercise this option for the 1997-1998 school term by November 1, 1997. Thereafter, the Board shall provide the Union with written notice of its intent to exercise this option by March 1 of the school term preceding the school term to which the day is to be added. Should the Board exercise this option, the day added shall be a non-instructional day and shall be compensated at a rate of .45% of the scheduled salary for MA/36, Step 1.

ARTICLE XIII—TEACHER SCHOOL DAY

- A. The regular school day for teachers shall not exceed seven (7) hours and thirty (30) minutes. Each teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes each day.

- B. Teachers may be required to extend their school days to attend up to ten (10) faculty meetings per school term unless unusual circumstances shall otherwise require. Additionally, teachers may be required to attend up to five (5) meetings per month, outside of the regular school day. No teacher shall be required to attend more than two (2) meetings in total during a normal work week, and no more than one (1) meeting during a short week.

In addition, no teacher shall be required to attend more than four (4) meetings in the evening per school term.

In cases in which more than the prescribed number of weekly meetings are scheduled, administration may determine which meetings a teacher shall attend. However, if requested to do so by an administrator, a teacher who agrees to attend more than five (5) meetings per month or more than two meetings per week shall be compensated for those meetings in excess of five (5) at the curriculum writing rate found in Article XIX of this Agreement or in approved compensatory time.

Any of the foregoing activities scheduled on days when the teachers' schedules are shortened to reflect such activity shall not be included in calculating any of the limitations described above.

C. Compensatory Time for Certified Teachers

A teacher who agrees to lend additional services to the school district outside of the normal work day may be granted compensatory time upon agreement of the Board and the Union. Nothing herein precludes the teacher from earning additional pay for work outside the normal workday in accordance with the Collective Bargaining Agreement or agreement between the Board and the Union, provided nothing in this Article shall preclude any teacher from performing services for the Board in an emergency.

ARTICLE XIV—CLASS SIZE AND TEACHER LOAD

- A. The parties acknowledge that typically it is desirable in the interests of quality instruction to maintain reasonable class sizes within the District's financial circumstances and other applicable factors.

The Union may periodically submit a written commentary on class size to the Superintendent or designee and such report shall be given to the Board of Education in the next Board packet.

Middle school teachers who teach a departmentalized program (i.e., not self-contained classrooms) shall be scheduled to teach no more than six (6) periods per day (exclusive of lunchroom or other student supervision).

Except in an emergency, all other teachers including special education teaching positions, but excluding the speech pathologist, librarian, social worker, school nurse, ESL, reading and technology coordinators and other similarly situated future non-classroom positions, shall have an average minimum of two hundred (200) minutes of individual planning time per week (predicated upon five (5) days of full-time student attendance). Planning periods shall be computed in blocks of no less than twenty (20) minutes. Part-time teachers shall have their weekly planning time pro-rated.

B. Response to Intervention Team

The Union and Administration will work cooperatively and collaboratively on designing and implementing a district plan for a research based response to intervention. This plan shall be developed by a team of teachers, teacher assistants, administrators, and support services staff.

ARTICLE XV—METHOD OF SALARY PAYMENT FOR TEACHERS

15.1 BASIS OF PAYMENT

Each teacher shall have the option of receiving his/her salary payments bi-weekly on the basis of twenty-one (21) or twenty-six (26) pay periods. A teacher choosing the twenty-six (26) pay period option shall have the further option of receiving the remainder of his/her salary on the last day of school.

15.2 PAYDAYS FALLING ON HOLIDAYS

When a payday falls on a day observed as a holiday or on a day that is part of either the winter or spring break, paychecks shall be issued on the last school day prior to the holiday or vacation.

15.3 SUMMER SALARY CHECKS

Salary payments shall be mailed to the teacher's designated address when school is not in session during the summer months.

ARTICLE XVI—NO STRIKE AND NO LOCKOUT

16.1 NO STRIKE

The Union shall not call, engage in or authorize a strike during the term of this Agreement or any extension thereof.

16.2 NO LOCKOUT

The Board shall not lock out any employees covered by this Agreement during the term of this Agreement or any extension thereof.

ARTICLE XVII—TEACHER COMPENSATION

A. STARTING SALARY SYSTEM AND CHART

Beginning in the 2017-2018 school year, the base salary chart and system described in this Article will replace the teachers' salary schedule. This Agreement will have five (5) lanes as described below. Lane placement of each current teacher will be based on his or her lane placement on the 2016-2017 salary schedule. All lanes will have minimum values and newly hired employees cannot be paid less than the lane minimums. The lane minimums will increase as indicated in this Article.

- For the 2017-2018, 2018-2019, and 2019-2020 school years the BA starting salary will be \$51,629.00; the BA+18 starting salary will be \$56,129.00; the MA/BA+36 starting salary will be \$61,129.00; the MA+15 starting salary will be \$66,129.00; the MA+30 starting salary will be \$72,129.00.
- In the 2020-2021 school year the BA starting salary will increase by one-half (1/2) the general percentage across-the-board pay raise for the 2020-2021 school year and not increase in the 2021-2022 school year. The BA+18 starting salary will be \$4,500.00 greater than the BA starting salary; the MA/BA+36 starting salary will be \$5,000.00 greater than the BA+18 starting salary; the MA+15 starting salary will be \$5,000.00 greater than the MA/BA+36 starting salary; the MA+30 starting salary will be \$6,000.00 greater than the MA+15 starting salary.

B. CREDITABLE PRIOR EXPERIENCE

Newly hired employees may be credited with 1.0% above the base salary of the lane in which they are hired for each year of relevant teaching experience as determined by the Superintendent.

C. LANE PLACEMENT AND HORIZONTAL MOVEMENT

1. Notification of earned credits must be filed with the Superintendent or designee prior to the commencement of the school term in order to qualify for horizontal movement on the salary schedule. Official transcripts must be filed with the Superintendent or designee by October 1. Coursework must meet the same criteria set out in Section 18.4 "Tuition Reimbursement" to apply toward horizontal movement on the salary schedule.
2. Employees moving from the BA lane to the BA+18 lane will receive a \$4,500.00 increase on their base salaries. Employees moving from the BA+18 lane to the MA/BA+36 lane will receive a \$5,000.00 increase on their base salaries. Employees moving from the MA/BA+36 lane to the MA+15 lane will receive a \$5,000.00 increase on their base salaries. Employees moving from the MA+15 lane to the MA+30 lane will receive a \$6,000.00 increase on their base salaries.

Employees may move only one lane in a school year.

D. SALARY INCREASES – CURRENT EMPLOYEES

1. 2017-2018

Employees will receive a 2.5% pay increase over their 2016-2017 base salaries. In no event will an employee's salary exceed \$117,524.00.

2. 2018-2019

Employees will receive a 2.25% pay increase over their 2017-2018 base salaries. In no event will an employee's salary exceed \$120,168.00.

3. 2019-2020

Employees will receive pay increases equal to the CPI-U for January 1, 2017 through December 31, 2017 (tax cap CPI-U), not to exceed 3.0% and not to be less than 2.0%. In no event will an employee's salary exceed

\$120,168.00 plus one-half (1/2) the 2019-2020 general percentage across-the-board pay raise.

4. 2020-2021

Employees will receive pay increases equal to the CPI-U for January 1, 2018 through December 31, 2018 (tax cap CPI-U), not to exceed 3.0% and not to be less than 2.0%. In no event will an employee's salary exceed the 2019-2020 maximum salary plus one-half (1/2) the 2020-2021 general percentage across-the-board pay raise.

5. 2021-2022

Employees will receive pay increases equal to the CPI-U for January 1, 2019 through December 31, 2019 (tax cap CPI-U), not to exceed 3.0% and not to be less than 2.0%. In no event will an employee's salary exceed the 2020-2021 maximum salary plus one-half (1/2) the 2021-2022 general percentage across-the-board pay raise.

The maximum salaries above do not apply to teachers receiving the service recognition compensation set out in Section 18.5.

E. CALCULATING SALARY INCREASES

Employees moving horizontally will have the annual percentage pay raise added to their base salaries before adding the horizontal movement pay raise to determine their total pay raise.

EXAMPLE: The salary of an employee in the BA lane earning \$54,271.00 in 2016-2017 who will move into the BA+15 lane in 2017-2018, will be determined as follows:

- Salary increase of 2.5%
- $1.025 \times \$54,271 = \$55,628.00$

- Horizontal movement of \$4,500.00
- $\$55,628.00 + \$4,500.00 = \$60,128.00$ (2017-2018 salary)

F. STIPEND FOR NATIONAL BOARD CERTIFICATION

Any teacher who earns National Board Certification during his or her employment with the District will be paid a one-time, off schedule, stipend of three thousand dollars (\$3,000.00).

ARTICLE XVIII—FRINGE BENEFITS FOR TEACHERS

18.1 HOSPITALIZATION/MAJOR MEDICAL INSURANCE

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all teachers. Except as the Union shall otherwise specifically agree in writing, the benefits (i.e. co-pays, deductibles, prescription cards) shall be consistent with the 2017-2018 plan design summary attached as Exhibit C. Employees will pay the first \$750.00 of the deductible per covered individual and the District will pay the next \$1,750.00 of the deductible per covered individual. The Board will continue to offer an HMO group insurance plan.

For the 2017-2018 through the 2021-2022 school years, the Board shall pay seventy-seven percent (77%) of the premium for single and family HMO and PPO coverages for all teachers.

18.2 DENTAL INSURANCE

The Board shall pay ninety percent (90%) of the premium for single dental insurance coverage and eighty percent (80%) of the premium for family coverage for all teachers. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during April of the 2017-2018 school year.

18.3 LIFE INSURANCE

The Board shall pay the premium for term life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000.00) for each teacher. With the consent of the carrier, teachers may purchase additional life insurance at their own expense in blocks of ten thousand dollars (\$10,000.00) up to fifty thousand dollars (\$50,000.00).

18.4 TUITION REIMBURSEMENT

The Board shall reimburse each full-time teacher with at least three (3) years of full-time service in the district the amount of tuition (not including activities' fees, books, transportation, housing, meals or other costs) for all graduate courses taken from accredited institutions of higher learning provided such reimbursement shall not exceed nine thousand three hundred dollars (\$9,300.00) during the entire period of the teacher's employment in the District. Courses must be pre-approved by the Superintendent or designee. Approval shall be granted to any course which is part of an approved Master's degree program. Courses must be successfully completed and the teacher awarded a grade of "B" or higher. Teachers who voluntarily leave the District within one year of any reimbursement will pay back the amount reimbursed during that preceding fiscal year. Reimbursement must occur before the end of the following school term.

Course work must be graduate level and received from an accredited college or university and must receive prior approval of the Superintendent.

- A. Evidence of completion of the approved course work must be submitted to the District office and reflect a grade of "B" or better.

- B. The course work must be in a degreed program or directly related to:
 - 1. the District's Strategic Plan;
 - 2. areas of growth noted in the teacher's performance evaluation;
 - 3. a District area of need for additional certification;
 - 4. responsibilities related to newly assigned areas;
 - 5. the teacher's current teaching assignment;
 - 6. additional teaching skills/certification that may be used/applied in the District presently or in the future; or
 - 7. as otherwise may be mutually agreed between the District and the teacher.

18.5 SERVICE RECOGNITION PLAN

The Board shall recognize the services of those teachers who have rendered at least twenty (20) years of creditable service to District 70 immediately preceding retirement and are eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.

A. To be eligible, the teacher:

1. Must have rendered at least twenty (20) years of creditable service to the District immediately preceding his/her retirement.
2. Must be eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois.
3. Must give an irrevocable letter of resignation to the Board no later than October 1 of the school term in which the notice is given. Notice may be given as early as four school terms prior to the date of retirement and as late as during the school term he/she intends to retire.
4. Only teachers who are eligible at the time of retirement to receive pension benefits through the Teachers' Retirement System of the State of Illinois with no financial penalty to the Board are eligible for this benefit. (moved up from B.1)

B. Benefits and Payment Schedule:

1. 3 or 4 Year Notice

Teachers, who give notice in the third or fourth school term prior to the date of retirement, shall have a ten thousand dollar (\$10,000.00) benefit sum paid through out the remaining years of service. Such

payment shall be structured in such a way as not to exceed six percent (6%) over prior year's creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

2. 2 Year Notice

Teachers who give notice in the second school term prior to the date of retirement shall have up to an eight thousand dollar (\$8,000.00) benefit sum paid through out the remaining years, not to exceed six percent (6%) over prior year's total creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

3. 1 year Notice

Teachers who give notice in the school term in which they will retire shall have up to a two thousand five hundred dollar (\$2,500.00) benefit sum paid through out the remaining years, not to exceed six percent (6%) over prior year's total creditable earnings. Such payments will be paid in regular paychecks as creditable earnings.

18.6 INTERNAL SUBSTITUTION PAY

A teacher who gives up his/her preparation period to substitute for another teacher shall be compensated at the rate of twenty-four dollars (\$24.00) per class period for the life of this Agreement . Should the class period be more or less than the standard forty-two (42) minutes, internal substitution pay shall be pro-rated accordingly.

18.7 PART-TIME TEACHERS

The fringe benefits in this Article which apply to part-time or part-year teachers shall be pro-rated.

18.8 SALARY REDUCTION PLAN

(This section applies to both teachers and classified personnel)

The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code. Such plan shall be developed in consultation with the Union to allow employees to elect, via salary reduction, to pay for:

- a. The employee's share of the cost of group medical and/or dental insurance premiums and/or deductibles,
- b. Reimbursement for medical expenses as allowed by the Internal Revenue Code and Regulations,
- c. Reimbursement for dependent care assistance as allowed by the Internal Revenue Code,
- d. Employee paid premiums for group life insurance as allowed by the Internal Revenue Code.

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

The dollar total of the designated fringe benefits elected pursuant to the plan shall be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

The Board shall pay the initial set-up fee to a maximum of four hundred dollars (\$400.00). The Union shall pay any additional initial set-up fee to a maximum of four hundred dollars (\$400.00), and the Board shall pay any amount of such fee in excess of eight hundred dollars (\$800.00). The employee shall pay any required monthly fees.

ARTICLE XIX EXTRA DUTY ASSIGNMENTS

Administration shall be responsible for posting and filling, or not filling, all vacant extra duty positions, in accordance with the Extra Duty Stipend Schedule. All extra duty assignments shall be voluntary whenever possible; applicants shall be notified of their appointment prior to the commencement of the school term in which the extra duty position will occur.

Teachers shall have first access to filling extra duty positions and unfilled positions will then be open to classified personnel. For extra duty positions that are paid an annual stipend, both teachers and classified personnel shall be paid the amount listed in the Extra Duty Schedule for that year. For extra duty positions which are paid an hourly rate, classified personnel who hold teaching certificates shall be paid at the contractually agreed hourly stipend rates that appear in the extra duty schedules and classified staff who do not hold a teaching certificate will be paid at their regular hourly rate.

All extra duty applicants will be required to fill out an Extra Duty Stipend Approval Form prior to the commencement of the activity period. All forms must be signed by the applicant and approved by the administration prior to being processed by payroll.

The extra duty assignment rates will be increased by the same percent as the salary schedule percent increases set forth at Section 17.D "Salary Schedules."

ARTICLE XX—SENIORITY AND REDUCTION IN FORCE (RIF) OF CLASSIFIED PERSONNEL

20.1 CLASSIFIED SENIORITY DEFINED

Seniority shall be defined as the length of continuous service as an employee of the Board, including all paid leaves of absence, but excluding unpaid leaves of absence of ninety (90) or more consecutive employment days unless such leave of absence shall be due to a job-related disability or injury. Seniority shall be computed as employment days. (The parties shall make a good faith effort to calculate the seniority of all classified personnel upon the effective date of this Agreement, wherein the employee's initial employment date, if continuously employed, shall be accepted as the starting point of the seniority calculation without diminution, in the absence of clear evidence to the contrary). Seniority shall not accrue to any classified personnel for days worked outside the normal employment days of his/her classification. In addition, seniority shall accrue on a pro-rated basis if the hours worked are less than 70% of the average daily hours worked by other classified personnel in the same job classification for more than ninety (90) consecutive days.

20.2 CLASSIFIED PERSONNEL SENIORITY LIST

The Board shall furnish the Union with an annual classified seniority list by November 1 and such list shall show the names of classified employees in order of their District seniority. All employees covered by this Agreement shall be divided into six (6) categories: (1) secretarial/office personnel (2) non-certified nursing personnel (3) custodial personnel (4) food service personnel (5) lunch/recess supervision personnel and (6) teaching assistant personnel. An employee who moves from one category to another shall not suffer a loss in seniority. Certified teaching staff shall have a separate seniority list per Article V, Section 5 of this Agreement. Unless objected to in writing within sixty (60) calendar days following the Board's furnishing such seniority list, the calculations thereof shall be deemed conclusive and non-grievable upon the Board, the Union and all classified personnel.

20.3 REDUCTION-IN-FORCE (RIF)

For the purposes of reduction-in-force, the bargaining unit shall be divided among the classifications found in section 21.2 of this article.

Upon the decision of the School Board to reduce the number of employees, it shall designate such reduction by the job classification groupings as above. The employee with the least District seniority within the job classification grouping shall be dismissed.

20.4 RECALL OF RIF'D CLASSIFIED PERSONNEL

If positions become available for a period of one (1) year, recall rights shall be by seniority. No bargaining unit position from the classification of the RIF shall be posted while a recall list exists. If an employee is rehired within one (1) year of termination, it shall be without loss of past seniority, accumulated sick leave previously earned, vacation entitlement, longevity pay and shall return to work at a rate of pay not less than that rate of pay which was earned at the time of RIF unless the rate of pay of other classified personnel in his/her category had been reduced. A RIF'd employee who has maintained continuous insurance coverage will not have to prove insurability upon reinstatement, subject to approval of the insurance carrier.

ARTICLE XXI—WORKING CONDITIONS - CLASSIFIED PERSONNEL

21.1 WORK DAY

The normal work day for Classification 1 employees (secretarial and office workers) is eight and one half (8 ½) hours. Starting and ending times may be adjusted according to the needs of the District. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty free lunch. Nothing herein shall preclude agreement between the Board and the employee to combine breaks and/or lunch.

The normal workday for Classification 2 employees (non-certified nurses) is seven and one-half (7 ½) hours. Nurses shall receive a minimum thirty (30) minute paid duty free lunch, each normal workday. The nurse is not required to eat lunch in the nurse's office.

The normal workday for Classification 3 employees (custodial) is eight and one half (8 ½) hours. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty free lunch. Nothing herein shall preclude agreement between the Board and the employee to combine breaks and/or lunch.

The normal workday for Classification 4 employees (food service personnel) shall typically vary, as determined by the District. Except as circumstances shall clearly require, the District shall provide one (1) week written notice before changing any regular shift hours. Each work day shall contain one thirty (30) minute paid duty free lunch for employees regularly employed over five (5) hours per day. Other classification 4 employees may request an unpaid lunch period.

The normal work day for regular part-time Classification 5 (lunch/recess supervisory personnel) shall be flexible, as determined by the District. Lunch/recess supervisory personnel do not have a lunch period or breaks.

The normal workday for Classification 6 employees (teacher aides) is no less than six (6) hours, nor more than seven and one-half (7½) hours. Teacher aides shall receive a minimum thirty (30) minute duty-free paid lunch period and appropriate accommodations in their schedule to enhance appropriate collaboration with teachers they are assisting.

The above are applicable (except in emergencies) to the regular school term. Employees scheduled to work during summer recess shall work the days and hours designated by the District; the District shall provide one (1) week written notice before changing any regular shift hours, unless otherwise agreed to by the employee.

Each hourly classified employee shall maintain an accurate record of working time by means of a District provided timekeeping device or system.

No later than the first day of student attendance in a given school term, classified employees will be given a schedule of early release days for the current school term which will indicate a) when employees will be required to stay and will be paid until the end of the regular work day, b) when employees may choose to stay and will be paid until the end of the regular work day, and c) when employees will not be required to stay and may chose to stay but will not be paid until the end of the regular work day.

21.2 OVERTIME

All hourly employees shall be paid one and one-half (1-1/2) times their hourly rate for hours worked in excess of 40 hours per week. Any hours worked on Sunday shall be compensated at one and one-half (1-1/2) times the regular rate regardless

of the forty (40) hour rule. This section shall not be subject to the grievance procedure included in this Agreement.

In the event an employee works in more than one classification and is paid at different rates of pay, blended overtime shall be used in determining the overtime rate.

21.3 WORK YEAR

The Board shall make every effort to inform all regular full-time classified personnel who work least than a full calendar year of their anticipated work schedule for the following school term at least fifteen (15) calendar days prior to the start of such term.

21.4 VACATIONS

Each regular full-time twelve (12) month employees shall be entitled to vacation in accordance with the following provisions:

- (a) Quantity of Vacation:
 - (1) New hires through five (5) years of employment –ten (10) working days paid vacation
 - (2) Six (6) through twenty (20) years of employment – fifteen (15) working days paid vacation
 - (3) Twenty (20) years of employment or more: Twenty (20) working days paid vacation

- (b) Accrual and Availability for Use: Vacation shall accrue and be available for use upon employment and will accrue on July 1 thereafter. Vacation used but not yet earned upon voluntary or involuntary separation from the District shall be reimbursed to the District through a final paycheck adjustment.

- (c) Unused Vacation: Employees who terminate their employment prior to a full school year's service shall have their earned vacation pay prorated and payment shall be added to their final check. Employees may carry over up to ten (10) days vacation each year with a maximum accumulation of ten (10) days. An employee may choose to turn in unused vacation days for days of pay at the end of the year.

21.5. HOLIDAYS

All regular full-time twelve (12) month employees shall be granted the day off with pay for the Fourth of July and eleven (11) other school holidays designated by the Board at the time it establishes the school calendar.

Those employees who work an extended school year but are not considered twelve (12) month employees will be granted a paid holiday for those holidays encompassed in the above twelve days when such holidays fall within an assigned work period. For example, days off surrounding the Thanksgiving holiday will be paid holidays because they fall within an assigned work period, however those days off that fall within in the two week December/January holiday break would not be paid holidays if those two weeks are not an assigned work period.

When a holiday falls within a period of paid leave or vacation, the holiday shall not be deducted from such leave or vacation. An employee must have worked or been on authorized leave on the workday before and after the paid holiday to receive pay for the holiday.

21.6 SCHOOL CLOSING

When school is canceled or shortened due to inclement weather or other emergencies, regular full-time twelve month employees shall not be required to work and shall suffer no loss or reduction in pay, except that custodial employees may be required to report to work, if possible. In such event, they will be paid at time and a half (1 1/2) for the hours actually worked in addition to the pay they

receive for the school closing. If unable to report to work, custodial employees shall suffer no loss or reduction in pay.

ARTICLE XXII—CLASSIFIED PERSONNEL PERFORMANCE AND DUTIES

22.1 JOB DESCRIPTIONS

The duties of classified personnel shall be defined in accordance with their job descriptions. Job descriptions shall be developed by the Administration with timely input from the Union and/or the employee and approved by the Board. A copy of the applicable job description, once formulated and approved by the Board, shall be provided to that employee within a reasonable time and upon request thereafter.

22.2 DISCIPLINE

At any meeting with an administrator during which discipline may reasonably be anticipated to be considered, the employee shall have the right to Union representation. The employee may waive this right.

The Board recognizes the typical desirability of applying the principle of progressive discipline as an employment practice. The Union acknowledges the application of the principle is subject to the special facts which may pertain.

In situations involving conduct traditionally recognized as remediable, reasonable and prudent supervisory assistance shall be offered before any decision is made to dismiss an employee. Gross misbehavior, insubordination, or intimidation of any staff members, students, or parents are not deemed remediable behaviors.

22.3 EVALUATION

1. A common evaluation instrument will be used in the evaluation of employees. The Union may submit recommendations to the Administration concerning an evaluation instrument, but the content of the evaluation instrument shall be at the sole discretion of the Administration.

2. Within thirty (30) working days after employment or following a significant change in the evaluation instrument, employees shall be notified of the evaluation instrument in use and expectations for their job performance.
3. Work shall be formally evaluated by a certified evaluator and the evaluation document shall be prepared at least once during each two school years (or, where applicable, school terms) during which the classified personnel member shall be regularly and fully employed. In the case of teacher assistant evaluations, said evaluations may be completed with input from the classroom teacher.
4. Within ten (10) employee working days following the writing of the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation. At such conference, the evaluator shall give a copy of the evaluation to the employee and, thereafter, properly place the evaluation in the employee's personnel file. As part of such an evaluation, the evaluator shall seek to identify ways by which the employee may overcome deficiencies, which are noted. The employee shall acknowledge receipt of such copy by signing the evaluation. The signature of the employee does not necessarily indicate agreement with the evaluation. After the receipt of the evaluation, the employee may attach any rebuttal or comments. The attachment shall be placed in the personnel file.

22.4 JOB POSTINGS

Prior to formally interviewing candidates for or filling a posted vacancy in a classified position, bargaining unit members shall be informed of such vacancy through a timely all-staff school-wide email notification. In addition, any job vacancy shall be posted for a period of not less than five (5) working days before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to

the posted terms and conditions. If an employee is not selected, upon written request, the employee shall be given the reasons for the decision in writing. When deemed equally qualified, District employees shall be given preference for posted jobs. This section except for its procedural requirements, shall not be subject to the Grievance Procedure of this agreement.

22.5 EMPLOYEE HANDBOOK

During the term of this Agreement, the District, with timely input from the Union, shall develop and adopt a classified support personnel handbook, which shall contain evaluation forms, brief summaries of applicable Board policies, and other pertinent information. The content of the handbook shall be subject to periodic review. Each employee shall be provided with an employee handbook.

ARTICLE XXIII—CLASSIFIED PERSONNEL COMPENSATION AND FRINGE BENEFITS

23.1 COMPENSATION

In each year of this agreement, all classified personnel shall have salary increases equivalent to the following amounts over prior year's salary not including any incentives, extra duty payments, or stipends:

2017-2018: All 2016-2017 starting salaries will increase by \$1.00 in the 2017-2018 school year. All employees will receive an increase in their hourly rate of \$2.00.

2018-2019: Employees will receive an increase in their hourly rates equal to 2.25%.

2019-2020: Employees will receive an increase in their hourly rates equal to 2.25%.

2020-2021: Employees will receive an increase in their hourly rates equal to 2.25%.

2021-2022: Employees will receive an increase in their hourly rates equal to 2.25%.

23.2 HOSPITALIZATION/MAJOR MEDICAL INSURANCE

A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all qualified classified personnel. Except as the Union shall otherwise specifically agree in writing, the benefits shall be consistent with the 2017-2018 plan design summary attached as Exhibit C.

In the first and second year of this Agreement the Board will pay an amount equal to eighty percent (80%) of the cost of the premium for single PPO coverage for all classified personnel who elect to take Hospitalization/Major Medical Insurance. In the third, fourth, and fifth years of this Agreement the Board will pay an amount

equal to eighty-three percent (83%) of the cost of the premium for single PPO coverage for all classified personnel who elect to take hospitalization/major medical insurance. The Board's contribution toward single PPO premiums may be applied to single or family PPO or HMO premiums, but in no event will the Board pay more than ninety percent (90%) of the premium of any coverage selected.

23.3 DENTAL INSURANCE

The Board will pay ninety percent (90%) of the premium for single dental coverage and eighty percent (80%) of the premium for family dental insurance coverage for all qualified classified personnel who elect to take Dental Insurance. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force during April of the 2017-2018 school year.

23.4 INTERNAL SUBSTITUTION PAY

Classified employees holding a teaching or substitute certificate who substitute for a teacher shall be compensated at the rate of thirty-five dollars (\$35.00) per cumulative full day (6.5 hours) of substituting in addition to the regular hourly pay. Classified employees holding a teaching certificate and who hold a Master's degree in education who substitute for a teacher shall be compensated at the rate of sixty-five dollars (\$65.00) per cumulative full day (6.5 hours) of substituting in addition to the regular hourly pay. Less than fifteen (15) minutes per session of substitution shall not count in the accumulation of a full day unless done on a regular basis. If only part of a day is accumulated by the end of the school term, such accumulation may be carried over to the next school term. In order to ensure the continuity of the educational process, the District shall make every effort to ensure the use of classified personnel as internal substitutes shall be limited to an as needed basis.

23.5 PART-TIME CLASSIFIED PERSONNEL

The fringe benefits of Article 23.3 Hospitalization/Major Medical Insurance and Article 23.4 Dental Insurance, which apply to qualifying part-time classified staff

shall be pro-rated. Pro-ration shall be based on a full-time equivalent of 6.5 hours per day and 173 days per school term. Employees must regularly work at least twenty (20) hours a week to be eligible for benefits.

23.6 CLASSIFIED STAFF CONFERENCES AND WORKSHOPS

Classified staff will be reimbursed for the registration cost of their required or approved attendance at conferences and/or workshops which have been pre-approved by the school administration. Pre-approval shall also identify any travel, hotel, or meal expenses, if any, which are appropriate for reimbursement.

ARTICLE XXIV—REOPENERS

A. Reopener — Pension Cost Shift

If changes to the Teachers' Retirement System (TRS) increase the Board's costs or contribution levels, then the Board shall be entitled to reopen the economic terms of this agreement, including, but not limited to, Articles 17 and 22 (Compensation), Articles 17 and 22 (Insurance), Article 18.4 (Tuition Reimbursement) and Article 18.5 (Service Recognition Plan), for the remaining term of the agreement.

After notice has been given for reopening the contract, the Board and the Union will convene a negotiating committee to make recommendations with respect to any or all economic items. This negotiating committee's recommendation(s) will be made to the entire Board and Union no later than 60 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the Board and the Union each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

B. Reopener — ACA/Insurance or any Federal or State Law Regarding Insurance

If the implementation of the Affordable Care Act (ACA) or any federal or state law regarding insurance causes the Board to be required to pay avoidable penalties or additional monies, including, but not limited to, Articles 17 and 22 (Compensation), Articles 17 and 22 (Insurance), Article 18.4 (Tuition Reimbursement) and Article 18.5 (Service Recognition Plan), for the remaining term of the agreement.

After notice has been given for reopening the contract, the Board and the Union will convene a negotiating committee with respect to any or all economic items. The negotiating committee will consult the District's Benefits Committee. The negotiating committee's recommendation(s) will be made to the entire Board and Union no later than 60 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiation, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the Board and the Union each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

C. Reopener — Property Tax Freeze

If legislation is enacted that imposes a property tax freeze, then the Board shall be entitled to reopen the economic terms of this agreement, including, but not limited to, Articles 17 and 22 (Compensation), Articles 17 and 22 (Insurance), Article 18.4 (Tuition Reimbursement) and Article 18.5 (Service Recognition Plan), for the remaining term of the agreement.

After notice has been given for reopening the contract, the Board and the Union will convene a negotiating committee to make recommendations with respect to any or all items regarding all economic terms. This negotiating committee's recommendation(s) will be made to the entire Board and Union no later than 60 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the Board and the Union each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

D. Reopener

If the local, state or federal government enact any legislation, regulation or rule which, in the opinion of the Board of Education, could significantly negatively affect the financial condition of the District (including, but not limited to, reducing the District's general state aid, increasing the District's pension or insurance-related costs, or freezing or reducing property tax revenues), then the Board shall be entitled to reopen the economic terms of the Agreement, including, but not limited to, Articles 17 and 22 (Compensation), Articles 17 and 22 (Insurance), Article 18.4 (Tuition Reimbursement) and Article 18.5 (Service Recognition Plan), for the remaining term of the agreement.

After notice has been given for reopening the contract, the Board and the Union will convene a negotiating committee to make recommendations with respect to any or all items regarding all economic terms. This negotiating committee's recommendation(s) will be made to the entire Board and Union no later than 60 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations, with interest-based bargaining to be considered as the preferred option.

If the parties are unable to reach an agreement, the Board and the Union each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act.

ARTICLE XXIV—DURATION

This Agreement shall be in effect as of the date of its execution, and shall continue in effect until the day prior to the start of the 2022-2023 school term

This Agreement is signed and adopted this _____ day of _____, 2017.

IN WITNESS WHEREOF:

For the Park View Council
of Teachers, Local 1274,
IFT/AFT, AFL-CIO

For the Board of Education
Morton Grove School District 70,
Cook County, Illinois

President

President

Secretary

Secretary

APPENDIX A
STIPEND SCHEDULE
FALL 2017 - SPRING 2022

Extra Duty	Payment method	17-18	18-19	19-20	20-21	21-22
General Supervision*	Per hour	28.42	29.06	TBD	TBD	TBD
Approved Summer Curriculum	Per hour	42.71	43.67	TBD	TBD	TBD
Homebound Tutor	Per hour	42.71	43.67	TBD	TBD	TBD
Basketball Coach (Varsity/JV)	Per coach	2561.26	2618.89	TBD	TBD	TBD
Basketball 6th	Per coach	1224.52	1252.07	TBD	TBD	TBD
Head Cheer Coach	Per coach	1920.95	1964.17	TBD	TBD	TBD
Asst Cheer Coach	Per coach	960.48	982.09	TBD	TBD	TBD
Mentor Teacher	Per mentor	1283.16	1312.03	TBD	TBD	TBD
Music Rehearsal	Per hour	36.93	37.76	TBD	TBD	TBD
Overnight Supervision	Per night	134.31	137.33	TBD	TBD	TBD
Photography (for yearbook)	Per advisor	570.04	582.87	TBD	TBD	TBD
Science Olympiad Coordinator	1 person	2000	2045	TBD	TBD	TBD
Science Olympiad Coach	Stipend up to 8 coaches	447.49	457.56	TBD	TBD	TBD
Soccer-Varsity and JV	Per coach	2272.32	2323.45	TBD	TBD	TBD
Student Council Advisor (up to 2)	Per coordinator	1140.04	1165.69	TBD	TBD	TBD

Variety Show Coordinator (up to 2)	Per coordinator	384.94	393.60	TBD	TBD	TBD
Volleyball Varsity and JV	Per coach	2272.32	2323.45	TBD	TBD	TBD
6th Grade VB	Per Coach	1136.16	1161.72	TBD	TBD	TBD
Yearbook (up to 2)	Per advisor	1283.16	1312.03	TBD	TBD	TBD
Athletic Director	Per Director	\$2600	2658.50	TBD	TBD	TBD

*Includes the following supervision/duties: club sponsor, weekend supervision, game supervisor, scorekeeper, intramurals, lunchroom, detention,

Note : if a staff member shares any of the above positions (unless otherwise specified) they will split the stipend accordingly. For instance, if 2 staff members share the AD position they will each receive half of the stipend.

In the 2019-2020 through 2021-2022 school years the extra duty stipends will increase by the same percentages as the pay raises for each school year established in Article 17.D.

APPENDIX B

MORTON GROVE SCHOOL DISTRICT 70

2013-2017

CLASSIFIED PERSONNEL MINIMUM HOURLY RATES

Initial compensation rates for new employees shall be determined by the Board based upon the employee's prior experience and market conditions; provided, however, that such compensation meet or exceed the minimum hourly rates set forth in this Appendix. Further provided that no new employee be paid at a rate higher than those set forth below without verifiable relevant prior work experience. The beginning hourly rate of a new employee having such relevant prior work experience may be increased by up to one percent (1%) for each year of such work experience up to a maximum of two (2) years credit.

Classification	Job title	2017-2022
Class 1	Secretarial/Office Personnel	\$16.10
Class 2	Non-certified Nursing Personnel	\$27.00
Class 3	Custodial Personnel	\$15.10
Class 4	Food Service Personnel	\$11.10
Class 5	Lunch/Recess Supervisors	\$11.10
Class 6	Teacher Assistants-with Bachelors degree	\$13.10
Class 6	Teacher Assistants-without bachelors degree	\$12.10

Appendix C
MORTON GROVE SCHOOL DISTRICT #70

Plan Design Features

Effective Date

October 1, 2017

	CURRENT/RENEWAL		
	HMO H02	PPO MPPC2C26	
4 th Quarter Deduct Carryover	N/A	Yes	
	In Network Only	IN	OUT
Deductible – Single	\$0	\$2,500	\$5,000
Deductible - Family	\$0	\$7,500	\$15,000
OOP – Single	\$1,500	\$3,500	\$7,000
OOP – Family	\$3,000	\$10,200	\$20,400
Deduct Included in OOP	N/A	Yes	
RX Included in OOP		No, separate Rx OOP \$1,000 Single/\$3,000 Family	
Coinsurance	100%	90%	70%
In-Network PCP Visit	\$10	\$20	
In-Network Specialist Visit	\$30 (referral required)	\$40	
In-Network Urgent Care Visit	100%	90% after Deduct	
In-Network Hospital Benefit	100%	90% after Deduct	
In-Network Outpatient surgery	100%	90% after Deduct	
In-Network Chiro Visit	\$30 (referral required)	\$40	
In-Network Chiro Benefit	100%	90% after Deduct	
Chiro Annual Maximum	Based on medical necessity	30 visits	
Emergency Services	\$150	\$150	
Prescription PBM Carrier	Prime Therapeutics Generic/Form Brand/Non-Form Brand	Prime Therapeutics Generic/Form Brand/Non-Form Brand	
Retail	\$10/\$20/\$35	\$10/\$40/\$60	
Mail Order	\$20/\$40/\$70	\$20/\$80/\$120	