

AGREEMENT

BETWEEN THE

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

COOK COUNTY, ILLINOIS

AND THE

HIGHLANDS ASSOCIATION OF TEACHERS COUNCIL

AFT-LOCAL 604, AFL-CIO

AUGUST 16, 2015 - AUGUST 15, 2019

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ARTICLE I - INTRODUCTION

A. RECOGNITION

This Agreement is entered into this 21st day of July 2015, by and between the Board of Education of LaGrange Highlands School District 106, Cook County, Illinois, hereinafter referred to as the “Board” and the Highlands Association of Teachers Council of AFT-Local 604, AFL-CIO, hereinafter referred to as the “Union” which is hereby recognized as the sole and exclusive bargaining agent of all full and part-time regularly employed certified personnel (including teachers, social workers, school certified nurses, librarians, permanent substitutes and speech and language pathologists), hereinafter referred to as “teachers”, with regard to wages, hours, and terms and conditions of employment, except for the Superintendent, building principal(s), substitute teachers, all non-certified personnel and educational support employees, as well as other employees who are supervisory, managerial, and/or confidential and as determined by Public Act 83-1014 and its subsequent rulings.

B. SCOPE

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, or contrary to statutory law, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law and that provision shall be subject of negotiation with the Union in successor Agreements. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

The Board and the Union agree that in successor agreements to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, which do not compel either party to agree to a proposal or require the making of a concession.

It is agreed that the Union will not require the Board to bargain over matters of inherent managerial policy e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees. Any appendices that are noted as integral parts of this Agreement will be considered part of this Agreement and by this reference are incorporated herein.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and serves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and the Constitution of the State and of the United States. These powers and rights shall include but not be limited to:

- a. To direct the work of its employees and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- b. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment;

- c. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- d. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; to determine the methods of raising revenue; and take action on any matter in the event of an emergency.

This above list is not meant to be exclusive or to at all suggest the limitation of the Board's powers but merely an illustration of the Board's management abilities and rights.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the constitution and laws of the United States.

ARTICLE II – UNION RIGHTS AND RESPONSIBILITIES

A. UNION AND SUPERINTENDENT MEETINGS

The Superintendent or his/her designee shall meet at least every two months or as needed with the union leadership at mutually agreeable times during the school term to discuss the operation of this Agreement and matters of mutual concern.

No meeting requiring teachers' attendance shall be called for after school on the third Monday of each month, which is the scheduled Highland Association of Teachers' Union meeting night.

B. USE OF SCHOOL FACILITIES

The Union may hold meetings on District property subsequent to advance notice and approval of the Superintendent.

The Union shall pay for any unusual costs associated with these meetings and such meetings shall not interfere with any aspect of the school programs.

The Union shall have the right to use district mailboxes, e-mail, telephones, and bulletin boards during non-instructional time and e-mail usage subject to the Board Internet Policy. Open Union materials shall be identified as Union publications when distributed throughout the district, and a copy shall be furnished to the Superintendent and appropriate building principal.

C. STATISTICAL DATA

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school district including an annual financial statement, and adopted budget and salary placement for new hires. The Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the administration staff to research and assemble information. At no time will confidential information regarding any employee be shared with the Union.

The Union shall be furnished a copy of the notice of any regular or special meeting of the Board.

D. PRINTING

The Union agrees to pay for the cost of typing this Agreement from a mutually agreed upon copy. A copy ready document will be provided to the administration for reproduction of a reasonable number of copies for dissemination.

E. FAIR SHARE

1. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if an employee hired does not join the Union, such employee shall:
 - a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 - b. Pay directly to the Union a like sum.
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the employee or the effective date of this Section, whichever is later, the Board will deduct from the regular salary check of the employee the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
 - 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 that amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.

3. The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenge will be handled pursuant to rules adopted by the IELRB.
4. In the event an employee objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the 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.
5. The parties expressly recognize their obligations to and 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 IELRB. If a non-member employee declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.
6. The Union agrees to indemnify and save the Board harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith. If an incorrect deduction is made, the association shall refund any such amount directly to the involved employee.
7. The Board agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the Section E above, and if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.

ARTICLE III - GENERAL CONDITIONS

A. PERSONNEL FILES

There shall be only one official file for each teacher. This file shall be maintained by the Superintendent or his/her designee and housed in a central file in the administrative office.

All materials relating to professional performance to be placed in a teacher's official file must be inserted in a timely fashion. Teachers shall be notified when materials are inserted in their files.

Teachers shall have access to all non-confidential information in their file. This access shall occur at a time and in a manner mutually acceptable to the teacher and administration. Clerical persons shall have access to these files only upon the direction of the Superintendent. In all cases, the Superintendent or his/her designee shall be present when a file is being inspected by a teacher.

Pre-employment information not subject to inspection under the Illinois Access to Personnel Records Act shall not be subject to inspection or copying.

Teachers shall have the right to add any material relating to professional performance to his/her official file and to attach dissenting or explanatory material to any document or other piece of material in the file, but within twenty (20) days of notification that materials were inserted.

No person shall remove any material from a teacher's official file without the mutual consent of the teacher and the Superintendent or his/her designee, unless otherwise required by law. The teacher shall be notified of all requests for file materials.

All materials in the teacher's official file shall be respected by the teacher, the administration, and the Board as confidential vis-à-vis students and the general public except as may be required by the Union or the teacher for purposes of representation of the teacher in the implementation of this Agreement, or by the Board in implementing the administration of its personnel.

B. ACADEMIC FREEDOM

Academic freedom shall mean that teachers are free to present instructional materials that are pertinent to the subject and level taught, within the maturity level of students and within the outlines of the District-wide curriculum and curriculum guides. Teachers shall have the right to use learning materials, methods of instruction and grading procedures within the instructional program according to their best judgment and the accepted guidelines of the District. Teachers shall ensure that all materials and methods are consistent with the approved curriculum guides content and course content. Any deviation from the curriculum guides or course content as described in appropriate Board policy and/or administrative regulations shall have **prior approval** of the respective school principal. Teachers shall ensure that all materials and methods of teaching match the maturity of the learner age group.

C. MEETINGS

Teachers are required to attend faculty, departmental, or other District meetings, called by the Superintendent or his/her designee. The principal and building teachers will work together to minimize the number of required meetings, taking into consideration the ability of teachers to coordinate required functions without the need to convene a required meeting.

The length of voluntary District committee meetings held beyond the regular workday shall not exceed ninety (90) minutes, unless otherwise determined by the committee.

No meeting requiring teachers' attendance shall be called for after school on the third Monday of each month, which is the scheduled Highland Association of Teachers' Union meeting night.

D. TEACHING ASSIGNMENTS

Two weeks prior to the beginning of the school term or as soon as practicable, teachers shall be notified in writing of change in their teaching assignments for the following school term as to grade level, school, and/or subject area.

E. POSTING

The Superintendent shall distribute electronically to staff via District email, a notice of all open teaching and extra duty positions as they occur. Such posting shall contain a description of job duties and shall be posted for five (5) work days. If in the opinion of the Superintendent, an emergency exists, then the position may be filled sooner as indicated on the posting. Vacancies that occur over the summer shall be made known to the staff via District email and not filled, unless an emergency situation exists, as determined by the Superintendent, for at least five (5) work days after the posting.

In the event that a teacher vacates his/her teaching position during the school year, it is not necessary to post this vacancy if it is filled by another staff member from within the District. The last opening created by internal transfers, however, shall be posted.

Teachers applying for such openings, and not appointed, shall be notified in writing.

F. SENIORITY

Seniority is defined as that principle of employment which accords certain benefits and privileges among employees on the basis of length of service.

District seniority is defined as the length of continuous service as a teacher in the District and shall begin on the date that the teacher was officially hired by the Board of Education at an official Board meeting. If two or more teachers have the same seniority, the determining factor will be total certified teaching experience in the District. If a tie still remains, the determining factor will be total certified teaching experience outside the District. If a tie still remains, the teachers will draw lots.

G. TEACHER EVALUATION

The evaluation of professional staff in LaGrange Highlands School District 106 has as a primary objective the improvement of instruction. Teacher evaluation shall be conducted in accordance with the requirements set forth in Section 24A of the Illinois School Code

and the District's teacher evaluation plan. The Administration will develop, through collaboration with the Union, the evaluation plan. The Joint Committee will work cooperatively to meet its responsibility to incorporate data and indicators of student growth as a significant factor in rating teacher performance. Classroom teaching performance of regular full-time first and second year classroom teachers will be formally evaluated a minimum of twice each school year. Classroom teaching performance of regular third and fourth year classroom teachers will be formally evaluated once or twice a year, as decided by the administrator. Beyond their fourth year of service, classroom teachers, as a minimum, will be formally evaluated biennially by the administration. Evaluation is an ongoing process, which provides for the examination of specific instruction skills and a general evaluation of overall performance.

In order to assess the quality of the teacher's professional practice, the evaluation plan shall include an instructional framework developed or adopted by the school district that is based upon research regarding effective instruction; addresses at least planning, instructional delivery, and classroom management; and aligns to the Illinois Professional Teaching Standards. The evaluation process shall identify the teacher's strengths and weaknesses, with supporting reasons.

The final summative evaluation shall provide for a rating of each teacher's performance as "excellent", "proficient", "needs improvement" or "unsatisfactory".

H. COMPLAINTS

When an administrator receives a complaint regarding a teacher, the complainant will be encouraged to discuss the complaint with the teacher. In the event the complainant is unwilling to do so, no later than five (5) school days after receipt of the complaint, the teacher will be advised of the complaint and will meet with the administrator to discuss the nature of the complaint. The teacher has the right to ask a union representative to attend this meeting. After giving the teacher an opportunity to respond to the complaint, the administrator will determine if an investigation is warranted. The investigation, if any, will be professional, confidential, and conducted in a discreet manner. The administrator may invite the complainant and the teacher to attend a meeting to discuss the complaint. The teacher will be notified of the action taken based upon the complaint. Should any written record, evaluation, or reprimand result from such a complaint, the teacher shall have the right to attach written comments thereto. The timelines in this section may be extended whenever circumstances dictate.

I. RIGHT TO REPRESENTATION

When a teacher is required to appear before the Board or the administration concerning any matter which could result in discipline, the teacher will be entitled to have a representative of the Union present. Prior to the meeting, the teacher will be advised of the reasons for the required appearance. The teacher's right to representation shall not apply to regular evaluation conferences, impromptu meetings and/or conversations relative to regular daily performance.

ARTICLE IV - LEAVES

A. **SICK LEAVE**

1. Teachers shall be granted sick leave based upon the teacher’s accumulated sick leave prior to the first work day annually as noted below:

No. of Accumulated Sick Days	Annual Teacher Allocation
Less than 100	15
100 to 200	17
More than 200	20

Three (3) sick leave days per year may be used as personal leave days, according to Section “C” Personal Leave.

Accumulation of sick leave shall be without limitation.

Teachers not employed for a full school year will receive one sick day per each month of service.

Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to 30 days. Immediate family includes: parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardian or others at the discretion of the Superintendent. Those days the Superintendent approves/disapproves at his/her discretion shall not be considered precedent setting.

2. Sick Leave Bank

The Board, in cooperation with the Union, shall maintain a Sick Leave Bank for tenured teachers, who may voluntarily participate. The Union shall be responsible for the administration of the Bank and shall develop rules for implementation of the Bank. A copy of these rules shall be on file in the Superintendent’s Office, as well as electronically for access to each member of the Bank. The Union will immediately give notice to the Superintendent of any approved charges against the Bank. The Union agrees to hold harmless and indemnify the Board, its members and employees for any claims, damages or other legal actions initiated pursuant to the paragraph.

B. BEREAVEMENT LEAVE

Up to two (2) paid bereavement leave days will be granted, per occurrence, for the death of parents-in-law, brothers-in-law, sisters-in-law, or others at the discretion of the Superintendent. Those days the Superintendent approves/disapproves shall not be considered precedent setting.

Up to five (5) paid bereavement leave days will be granted for the death of parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, and legal guardian.

Any additional days requested will be deducted from sick leave as per individual request to the Superintendent.

C. PERSONAL LEAVE

Each teacher in District 106 will be eligible to use three (3) sick leave days annually as paid personal leave days. No reason shall be required for the personal leave day use except as noted below:

A school day prior to or following a vacation or school holiday, days when parent-teacher conferences have been scheduled, the first two weeks or last two weeks of school, days on which formal testing has been scheduled, institute days, or early dismissal days. In case of an emergency or other extenuating circumstances beyond the teacher's control, the Superintendent may grant personal leave days during these times based on his/her absolute non-reviewable discretion, however, the granting or not granting shall not be precedent setting for future requests. In these situations, a reason for the leave request is required.

If two or more consecutive days are requested, or if more than two teachers request the same leave day then approval must be obtained by the affected teacher(s) from the Superintendent. In these situations, a reason for the leave request is required.

Application for a personal leave day shall be made on the appropriate form and submitted to the Superintendent or designee five (5) school days **prior** to the personal leave day.

If a teacher has exhausted his/her three (3) personal leave days, the Superintendent may allow the teacher to convert one additional sick leave day to a fourth (4th) personal leave day in case of an emergency or other extenuating circumstances beyond the teacher's control. In these situations, a reason for the leave request is required. Requests for a fourth (4th) personal leave day are subject to the Superintendent's absolute non-reviewable discretion and shall not be precedent setting.

Teachers who begin service in District 106 after the 91st day of the school term shall be eligible to use one and one-half sick leave days as a personal leave day.

Unused personal days shall not accumulate from year to year, but revert back to sick leave days.

D. JURY DUTY LEAVE

A teacher will be excused at full pay for the purpose of fulfilling jury duty. The teacher shall refund to the District any monies received for jury duty less travel allowance allowed.

E. MILITARY LEAVE

Military leave shall be granted for National Guard or Reserve duty or other active duty over which the teacher has no control. During the teacher's absence, the salary will be reduced by the amount of base salary the teacher receives for his/her duties.

F. FMLA (see chart)

Eligible Teachers are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

1. "Eligible Teacher" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve months preceding the period of the requested leave.
2. Eligible teachers will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
 - a. The birth of a child, and to care for the newborn child.
 - b. The placement with the teacher of a child for adoption or foster care, and to care for the newly placed child.
 - c. To care for the teacher's spouse (or partner in a legally recognized civil union), child, or parent with a serious health condition.
 - d. A serious health condition that makes the teacher unable to perform one or more of the essential functions of his or her job.
 - e. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

FMLA leave shall be extended for up to a total of twenty-six (26) weeks per twelve (12) month period to care for a spouse (or partner in a legally recognized civil union), son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active

duty.

3. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date a teacher uses any FMLA leave. Under this method, each time a teacher takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
4. While FMLA leave is normally unpaid, the District will substitute/apply a teacher's accrued paid personal leave or sick leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted/applied for unpaid FMLA leave. Any substitution/application of paid leave for unpaid FMLA leave will count against the teacher's FMLA leave entitlement. After all available accrued paid personal or sick leave has been expended, the remaining FMLA leave will be unpaid. For example, teachers taking FMLA leave to care for a family member, a member of the teacher's household, or the teacher's own serious health condition must use accrued paid sick leave days concurrently with the running of the period of FMLA leave. Additionally, a teacher can only use the 30 days of sick leave for birth, adoption or placement for adoption concurrent with FMLA leave, unless the other conditions for which sick leave is available apply.
5. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the teacher, family member, or member of the teacher's household, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable. Whenever feasible, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of intent to return from the leave.
6. FMLA leaves will be governed by the terms of the Family and Medical Leave Act and the regulations issued by the U.S. Department of Labor, including continuation of insurance and reinstatement to an equivalent position, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

G. COORDINATION OF LEAVES

When a teacher contemplates leave in connection with the birth or adoption of a child, the following provisions will apply:

1. For that portion of the pregnancy and recovery period where the teacher is unable to perform the functions of his or her job due to a medical condition, the teacher

will be required to use paid accumulated sick and personal leave. During this time of disability, the leave will also be considered qualifying FMLA leave.

2. Beginning with the period of disability preceding the birth of the child, or when the adopted child is received, the teacher may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the teacher has used in the twelve months preceding the start of the requested leave. During the period of FMLA leave in which the teacher is unable to perform the functions of her job, the teacher may use any accumulated sick and personal leave (for conditions for which sick and/or personal leave is applicable). Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid. The teacher will be allowed to continue in the District's health insurance program provided the teacher pays her required share of the monthly premium.
3. A teacher may elect to take parental leave pursuant to Article IV (H) in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article IV (H). While sick leave is not available for use during the period of parental leave, any portion of the leave that qualifies for FMLA leave will be deducted from the teacher's remaining allotment of FMLA leave. Subject to the approval of the District's insurance provider, a teacher on parental leave may continue to participate in the District's health insurance plan by paying all of the required premiums once all FMLA leave is depleted.

H. PARENTAL LEAVE (see chart)

1. A tenured teacher shall be eligible for a parental leave subject to the following:
 - a. The teacher shall advise the Superintendent of the fact of pregnancy and anticipated leave plans no later than sixty (60) calendar days before the expected start of the leave. The teacher shall also provide a written statement from her physician indicating the expected date of delivery and his opinion that the teacher may continue in her employment, including the performance of all regular duties.
 - b. The teacher and the Superintendent shall agree upon a plan for the start and end of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave exceed the balance of the school year in which it begins, plus one (1) additional school year.
 - c. Sick leave shall not be earned during the period of leave, but any accumulated sick leave available at the time of the start of the leave shall be available upon termination of such leave and return to employment in

the District.

- d. For purposes of advancement on the salary schedule, and seniority credit, a teacher who is employed ninety (90) work days or more shall be entitled to advancement as though the entire year has been completed.
 - e. The period of leave shall be without salary.
2. Under special circumstances, a parental leave may be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing and to further agreement of the teacher that the period of time of the leave and of any year of employment which shall be less than an entire school term, shall not constitute any of the time necessary for employment prior to achieving tenure. The granting of parental leave to one non-tenure teacher shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.
 3. Any tenured teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceeding. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It is the responsibility of the applicant to keep the Superintendent informed of the proceeding and, as soon as known the expected date of the delivery to the adoptive parent(s) of the child.
 4. Written notice of intent to return to teaching in the system shall be made to the Superintendent by the teacher by February 1st of the final school year of the leave. Failure to so advise the Superintendent shall be treated as notification of election not to return to employment and as a resignation from the District.
 5. A teacher on leave may continue insurance coverage at his/her own expense once all FMLA leave is depleted.
 6. Upon return to employment at the end of the leave, the teacher will be assigned to a position for which the teacher is qualified. Every consideration shall be given to returning the teacher to his/her former position.
 7. Teachers on leave will be subject to the same non-renewal or reduction-in-force displacements as any other teacher.
 8. In order to be eligible for additional parental leave(s), the teacher must return to District employment for a period of one full school year prior to being granted the successor parental leave.
 9. Acceptance of employment elsewhere during the term of the leave cancels the leave and terminates employment unless the employment is agreed upon in advance by the Board.

I. UNPAID LEAVES (see chart)

Unpaid leaves of absence may be granted to teachers. Applications for such leaves must be made to the Superintendent of Schools in writing at least ninety (90) days before such leaves are to begin. The application must state the period of requested leave and describe such activity as is contemplated during the period of absence. The decision to grant or deny such leaves shall not be precedential with respect to future requests for such leaves.

1. Sick leave shall not be earned during the period of leave, but any accumulated sick leave available at the time of the start of the leave shall be available upon termination of such leave and return to employment in the district.
2. For purposes of advancement on the salary schedule, and seniority credit, a teacher who is employed ninety (90) work days or more shall be entitled to advancement as though the entire year has been completed.
3. The period of leave shall be without salary.
4. A teacher on leave may continue insurance coverage at his/her own expense.
5. Upon return to employment at the end of the leave, the teacher will be assigned to a position for which the teacher is qualified. Every consideration shall be given to returning the teacher to his/her former position.
6. Teachers on leave will be subject to the same non-renewal or reduction-in-force displacements as any other teacher.
7. Acceptance of employment elsewhere during the term of the leave cancels the leave and terminates employment unless the employment is agreed upon in advance by the Board.
8. An unpaid leave may be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing. Further, in granting such leave, the teacher granted leave will not receive credit toward the acquisition of tenure, seniority or benefits for the period of the leave. The granting of such unpaid leave to a non-tenured teacher shall not constitute a precedent for the granting of the leave to any other non-tenured teacher; each case will be judged upon its own merits.
9. In order to be eligible for additional leave(s), the teacher must return to District employment for a period of one full school year prior to being granted the successor leave.

SHORT TERM AND PARENTAL LEAVE OPTIONS *

	SICK LEAVE (ARTICLE IV-A)	FAMILY AND MEDICAL LEAVE ACT (ARTICLE IV-F)	PARENTAL LEAVE (ARTICLE IV-H)
Eligibility	All teachers	All teachers employed at least one year and who have worked at least 1250 hours during the 12 months preceding the start of the leave	Tenured teachers Non-tenured teachers subject to Board approval
Maximum Length	Until sick leave is exhausted	12 Weeks During any 12-month rolling period	Remainder of school year plus one additional school year
Application Date	As soon as need for sick leave is known	Foreseeable: 30 days prior to start of leave Unforeseeable: as soon as practical after leave begins	No later than 60 calendar days before the expected start of the leave
Return to Work	When sick leave is exhausted or need for leave is removed	Notify District in writing of intent to return 30 calendar days prior to end of leave	Notify District in writing by February 1st of final school years of leave of intent to return
Insurance	Premiums paid as though teacher was working	Premiums paid as though teacher was working	Premiums paid by teacher unless part of an FMLA leave
Paid/Unpaid	Paid	Paid if teacher has sick leave available and leave would qualify for sick leave use. Otherwise, unpaid.	Unpaid.

*** This chart is provided for convenience and as a reference, but shall not supersede the contract language.**

J. FLEXTIME

A flextime absence is any absence from work for forty-one (41) minutes or less not including the teacher’s lunch break. Flextime absences may be used for the same purposes as set forth above for sick leave (Article IV, Section A) and personal leave (Article IV, Section C).

Before using flextime, teachers must notify the Superintendent or designee and the building principal when they will be using flextime and who will be covering their classroom and other duties.

The District will maintain a record of the number of flextime absences used by each teacher. For every five (5) flextime absences a teacher uses each school year, he/she will be charged one half-day of sick leave.

ARTICLE V - WORKING CONDITIONS

A. SCHOOL CALENDAR

The annual school calendar shall consist of one hundred and eighty-two (182) work days. The Board shall designate two (2) evening conferences, each counting as one-half (1/2) workday.

In addition, five (5) days shall be designated as snow or emergency days, which will be used in lieu of days lost from the stated above because of an emergency school closing and which, if not used, at the Board's discretion may be declared non student attendance days at spring vacation or the end of the school term.

This calendar shall be established by the Board in the spring of each year for the following school year. Times for vacations, length of vacations, starting date and closing date, will be determined by the Board after the Union provides advisory input to the Superintendent.

B. NONSCHOOL EMPLOYMENT

No staff member shall accept non-school employment which conflicts with his/her ability to carry out the responsibilities and duties of his/her employment and contractual status with District 106.

C. PAYROLL DEDUCTIONS

Upon the request of a teacher, the business office shall make deductions from the teacher's paycheck for:

1. Membership dues and fair share contributions to the Highlands Council, A.F.T. - Local 604;
2. Current tax sheltered annuity plans, 457 deferred compensation plans, or others, as approved by the Board;
3. Current payroll savings plans, i.e. Western Springs, Federal Credit Union, U.S. Government Savings Bonds, or others, as approved by the Board;
4. Premium for approved medical/surgical/life insurance or other plans;
5. Others that are mutually agreeable or required by law.

D. TEACHER PAYMENT PLANS

Teachers may select the following payment plans:

1. Twenty (20) equal semi-monthly installments;

2. Twenty-four (24) equal semi-monthly installments - all summer paychecks received on the last day of school.

These semi-monthly salary payments will be on the 15th and each final day of the month. When the 15th or final day of the month falls on a weekend or holiday, payment shall be made on the preceding weekday. After initial election of a payment plan at the end of the school year no change can be made for the following school year.

E. MILEAGE REIMBURSEMENT

Teachers are allowed to claim mileage reimbursement in the performance of their duties when personal automobiles are used.

Mileage to and from work at the beginning and end of a school day is not claimable.

All mileage claims must be filed in accordance with District regulations on forms provided by the District.

The rate of reimbursement will be determined annually by the Board of Education based on IRS guidelines.

F. TEACHER ABSENCES

Teachers who will be absent shall call the substitute coordinator between 6:00 a.m. and 6:30 a.m. to report that they will not be reporting for work and state the reason for the absence. It is desirable to call the night before if it is possible.

G. LESSON PLANS

Each teacher shall have complete lesson plans for each day's work and have them available in the classroom at all times. These plans would include specific page numbers and sufficient information for a substitute teacher to carry on with the regular lesson.

H. CREDIT ALLOWANCE FOR RECOGNIZED TRAVEL

Credit allowance for recognized travel shall be at the discretion of the Superintendent.

Permission for credit allowance for any trip shall be **requested of the Superintendent in advance and in writing**. Depending on the length of the trip and the anticipated educational benefits, the Superintendent may or may not grant credit.

Following the trip and before credit can be rendered, a written report shall be submitted in duplicate to the Superintendent of schools.

I. PROFESSIONAL CONFERENCES AND VISITATIONS

The Board of Education recognizes the benefits to the District derived by staff members from educational visitations and attendance at professional conferences.

When funds are available and have been budgeted for this purpose, the Board of Education will reimburse staff members for expenses incurred while attending approved professional conferences or approved educational visitations.

J. SELECTION OF SUMMER SCHOOL TEACHERS

Notice of summer school teaching positions will be electronically distributed to staff via District email annually. The authority to fill such positions shall rest with the designated summer school supervisor who shall select the best-qualified applicant for each position. District 106 teachers shall have preference to these positions over outside applicants. In determining each selection the designated summer school supervisor shall consider each applicant's relevant summer school and teaching experience, skills, abilities, interests, and education.

Tentative notice of summer school assignments will be provided by April 1, annually. Applicants who are not selected will receive written notice and may request that the reason(s) for the decision be provided.

K. SUMMER SCHOOL PLANNING TIME

It is agreed by both parties that the paid planning time for summer school shall be based upon the minutes of instructional time per class multiplied by the number of weeks the class is in session as illustrated in the chart below:

Minutes per class/Weeks in session	1 Week	2 Weeks	3 Weeks	4 Weeks	5 Weeks
45 minutes	.75 hr	1.5 hrs	2.25 hrs	3 hrs	3.75 hrs
One hour	1 hr	2 hrs	3 hrs	4 hrs	5 hrs
One and one-half hours	1.5 hrs	3 hrs	4.5 hrs	6 hrs	7.5 hrs
Two hours	2 hrs	4 hrs	6 hrs	8 hrs	10 hrs

If an additional session of a class is taught using the same curriculum, one week's additional planning time will be paid based on the minutes the additional class is in session.

If an additional class is taught requiring a different curriculum, additional planning time will be paid based on the minutes of the additional class for each week the class is taught as noted above in the chart.

For each new class taught, one additional hour of pay will be given for new curriculum

development.

L. TEACHERS WORK DAY

The length of the regular workday is 7 hours and 25 minutes, including lunch. Teachers are expected to arrive at least 20 minutes before the regular start of the student day (the time when the students are expected to enter the building). Teachers may depart 10 minutes after the end of the regular student day unless the teacher is involved in an extra duty assignment, parent or student conference, or has not completed other teaching duties. On professional growth days, teachers are expected to arrive at least 35 minutes before the start of the regular student day, and they will attend 75 minutes of professional growth before the start of the student day. There will be no more than two professional growth days during any single month. On occasion, this time may be used for faculty meetings.

The Board retains the right to adjust the working hours of the employees as a result of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent or designee and is expressly excluded from the provisions of the grievance procedure.

The Board reserves the right to adjust working hours as a result in a change of student attendance hours.

M. TEACHER INFORMATION

Annually, no later than August 1, each teacher shall receive notice of his/her accumulated sick leave, previous year's base salary, current salary paid and degree and graduate hours earned through the end of the next school year, provided that the employee provide the appropriate transcripts to the administration no later than June 30th of the previous school year. Any transcript submitted after that date will not be considered until the next window period.

N. PLANNING TIME

It is the intent of the parties that the plan time for all teachers shall be in a range of 310 minutes to 480 minutes per regular workweek. Part-time teachers shall receive prorated planning time. Plan time for all teachers shall be scheduled in segments of no less than ten (10) minutes.

If a teacher participates in a staffing or professional meeting during planning time that results in the teacher having less than 20 minutes of planning time for that day, the teacher will be compensated for the loss of the planning time at the contractual Professional Rate or receive equivalent alternative planning time within the same week, if possible. The choice of pay or alternative plan time will be made by the Superintendent or designee. When a teacher substitutes during his/her planning time, the time will be compensated at the contractual Professional Rate.

O. CLASS SIZE AND COMPOSITION

The Board and the Union recognize the importance of class size and composition on teacher productivity and student achievement. The parties also recognize the challenges and limitations created by space and financial considerations when attempting to create optimal class groupings.

When attempting to balance class size or compositions at all levels, including subject areas, the following factors will be taken into consideration: students' age, gender, student ability levels and needs, and teachers' skills, experience and abilities.

Any teacher who has concerns about the composition of a class to which the teacher is assigned may request and will receive an opportunity for a review of the situation. This review will initially be conducted by the Principal. In attendances at each level of the review process at the elementary school level will be the affected teacher, a Union representative, and the other grade level teachers. At the middle school level, participants in the review process will be the affected teacher, the subject area team, and a Union representative. The decision of the Principal may be appealed by the teacher to the Superintendent and the Board for a final determination.

When student enrollment at an elementary grade level exceeds an average of 25 per section, the Principal will automatically convene a meeting of the affected teacher, a Union representative, and the other grade level teachers to discuss the situation. A similar review process will be convened when a middle school class size exceeds 25. The participants in the middle school process will be the affected teacher, the subject area team, and a Union representative. The decision of the Principal may be appealed by the teacher to the Superintendent and the Board for a final determination.

P. TEACHER INDUCTION/MENTORING

The Superintendent has instituted an induction/mentoring program to assist newly-hired teachers ("protégé") in their transition to teaching in the District. Each protégé will be paired with a mentor teacher, who will provide advice and assistance to the protégé.

The participation of the mentor shall be voluntary. Teachers may volunteer to serve as mentors. In the event an insufficient number of volunteers are available or the volunteers available would not be an appropriate match for the protégé, the principal may personally solicit specific individuals to serve as mentors. The final decision on the selection of the mentors rests with the principal. Mentors will be paid the stipend listed in the Extra Duty Schedule.

The induction/mentoring program will be evaluated annually by the Superintendent, who will solicit input from mentors and protégés. The program model endorsed by the Illinois State Board of Education will be reviewed by the Administration and Union to determine its usefulness, if any, for the District model.

ARTICLE VI - GRIEVANCE PROCEDURE (see chart)

A. DEFINITIONS

1. **GRIEVANCE:** A grievance shall be defined as a complaint that there has been an alleged violation, misapplication, or misinterpretation of any of the specific provisions of this Agreement, any subsequent Memorandums of Understanding or Letters of Agreement.
2. **TIME LIMITS:** All time limits consist of school days. When school is not in session, time limits will be defined as days when the District business office is open. Official school holidays shall not be counted as part of this time limit.

The failure of a teacher or the Union to act within the time limit will act as a bar to any further appeal and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Union to proceed to the next step. Time limits may be extended only by mutual agreement.

3. **STATEMENT OF BASIC PRINCIPLES:** At least one (1) Union representative and one (1) representative of the Administration shall be present at any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. The teacher or group of teachers involved in the grievance have the right to be present at the meeting and to be represented by the Union. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the teacher's supervisor and having the grievance adjusted without intervention of the Union provided that the Union President will be notified of the final disposition of the grievance and the adjustment is not inconsistent with the terms of this Agreement.

B. PROCEDURE

Hearings and conferences held under this procedure shall be conducted at a time and place determined by mutual agreement which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend.

C. INFORMAL STEP

Before a grievance is filed, a sincere attempt should be made to resolve any differences informally between the aggrieved and the principal or whomever the grievance is against. At a minimum at this meeting, a Union representative(s) is entitled to be present if requested by the teacher(s).

The informal step as well as the other grievance stages may be bypassed to arbitration upon mutual agreement between the Board and the Union.

D. STEP ONE

The filing of the grievance must be within twenty (20) school days of either the first occurrence of the grievance or the Union and/or grievant becoming aware of the grievance. The aggrieved teacher or the Union shall present the grievance in writing to the appropriate administrator who will arrange for a meeting to take place within five (5) school days after receipt of the written grievance. The administrator shall respond in writing within five (5) school days after the meeting to the teacher, Superintendent, and the Union President.

E. STEP TWO

In the event the grievance has not been satisfactorily resolved in step one, the aggrieved teacher or his/her union designee, will file in writing, within five (5) school days of the receipt of the administrator's written response, a letter to the Superintendent requesting a meeting.

Within five (5) school days, after such written grievance is received by the Superintendent, the aggrieved, the Union representatives not to exceed four (4), the appropriate administrator, and the Superintendent will meet to resolve the grievance. The Superintendent will respond in writing within five (5) school days of step two's grievance meeting to the teacher, administrator, and Union President.

F. STEP THREE

In the event the grievance has not been satisfactorily resolved in STEP TWO, the Union will submit in writing the grievance to the Board of Education. If the appeal to the Board is submitted at least five (5) school days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than five (5) school days' notice before the Board's regularly scheduled meeting, then the grievance meeting may be scheduled for the following regular Board meeting, or the Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting. The grievance appeal will be heard during executive session. The Board will provide a written response within ten (10) school days of the grievance appeal. The ten (10) –day period may be extended by mutual agreement.

G. STEP FOUR

If the grievance is not resolved satisfactorily to the union in STEP THREE there shall be a fourth step of impartial arbitration. The Union may submit in writing within ten (10) school days of the Board of Education's decision a request to enter into such arbitration. The parties shall jointly request the American Arbitration Association to submit to them a list of five arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list the party requesting arbitration shall strike two names and the other party shall then strike two names. The

person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and the Union. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred will be paid for by the party engaging the legal counsel.

The arbitrator is limited solely and simply to interpretation and implementation of the terms of this contract; both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

GRIEVANCE PROCEDURE		WHO'S INVOLVED	PAPERWORK	TIME LIMITS	UNION
INFORMAL STEP		The aggrieved teacher an/or Union, principal or whomever the grievance is against	None	1) Within 20 school days of the first occurrence of the grievance OR the Union and/or the grievant becoming aware of the grievance	If desired
STEP ONE	FILING	Teacher OR Union	Submitted in writing to appropriate administrator	1) Within 20 school days of the first occurrence of the grievance OR the Union and/or the grievant becoming aware of the grievance	YES
	MEETING	Administrator will arrange meeting: Appropriate Administrator, Teacher and/or Union Representative(s)		Within 5 school days after receipt of written grievance	YES
	RESPONSE	Administrator	Response in writing to: the teacher, Superintendent and Union President	Within 5 school days after the meeting	YES
STEP TWO	AGGRIEVED RESPONSE	The aggrieved teacher OR Union Designee	Letter to Superintendent requesting a meeting	Within 5 school days after receiving administrator's response	YES
	MEETING	The aggrieved, Union Representatives (not to exceed 4 reps), Appropriate Administrator, Superintendent		Within 5 school days after receiving administrator's response	YES
	RESPONSE	Superintendent	Response in writing to: Teacher, Administrator, and Union President	Within 5 school days of grievance meeting	YES

GRIEVANCE PROCEDURE		WHO'S INVOLVED	PAPERWORK	TIME LIMITS	UNION
STEP THREE	AGGRIEVED RESPONSE	The aggrieved teacher OR Union Designee	Letter to Board of Education requesting a grievance appeal meeting (executive session)	At least 5 days prior to a regular Board meeting for that Board meeting; if not at least 5 days prior to a regular Board meeting, may be scheduled for next regular meeting; OR at Board sole discretion, Board may schedule a special meeting	YES
	MEETING	The aggrieved, Union Representatives (not to exceed 4 reps), Appropriate Administrator, Superintendent, Board of Education		At least 5 days prior to a regular Board meeting for that Board meeting; if not at least 5 days prior to a regular Board meeting, may be scheduled for next regular meeting; OR at Board sole discretion, Board may schedule a special meeting	YES
	RESPONSE	Board of Education	Response in writing to: Teacher, Administrator, and Union President	Within 10 school days of the grievance appeal meeting (may be extended by mutual agreement)	YES
STEP FOUR	Impartial Arbitration Request	Union	Request for arbitration in writing	Within 10 school days of Board of Education's decision	YES
	American Arbitration Assoc.	Administration, Union	Request jointly list of 5 arbitrator's names and qualifications		YES
	Procedure	Administration, Union	Either party may reject one entire list. Another list is submitted by the AAA. Party requesting arbitration will strike 2 names. Other party will strike 2 names. Remaining name shall be arbitrator.		YES

* This chart is provided for convenience and as a reference but shall not supercede the contract language.

ARTICLE VII – RETIREMENT

A. ELIGIBILITY

A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria:

1. Completed at least 15 years of full time service (or equivalent thereof) in the District; and
2. Are considered by the Illinois Teachers' Retirement System ("TRS") to be age 55 on the date of the teacher's retirement; and
3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2022. Provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the

Modified Early Retirement Option, or this District program, but not both.

4. Submitted a Letter of Intent to Retire as required below.

B. PROCEDURES

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2022. This letter of intent to retire must be received by the Superintendent by February 1st of any year of this agreement. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

The Board shall grant a number of requests for this district plan of not less than ten percent (10%) of those teachers eligible to retire in any one year. All requests will be granted according to seniority. Seniority will be determined by the date the teacher was officially hired by the Board. However, upon the sole discretion of the Board, it may grant more than ten percent (10%) of those teachers eligible to retire in any one year. The Board's decision to allow more than 10% of those eligible to retire will be non-precedential and its decision to grant or deny such will not be subject to review.

C. BENEFIT

1. STIPEND

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 5% over the teacher's prior year's reported TRS creditable earnings beginning with the school year in which notice is given in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program (5% paid by the Board and an optional 1% deducted from the teacher's service stipend as set forth below). The number of increases a teacher will be eligible for will be determined by the following:

- a. Any current teacher who has completed enough service to be eligible for a full TRS pension as of June 30, 2019 or sooner, may do so with the 2015-16 school year as the first of four (4) years of retirement increases.
- b. Notwithstanding the exception listed in #1 above, in order to receive all four years of retirement increases a teacher must submit, by February 1, his/her Letter of Intent to Retire during the school year in which he/she is first eligible to retire in four years with a full TRS pension. For each school year that a teacher delays submitting his/her Letter of Intent to Retire, beyond the year in which he/she was first eligible to put in for the four increases, the number of

retirement increases will be reduced by one.

Examples:

Teacher A is eligible to retire in four years with a full TRS pension. She submits to the superintendent prior to February 1 a Letter of Intent to Retire in four years. She will receive four years of retirement increases.

Teacher B is eligible to retire in four years with a full TRS pension. She does not feel ready to retire, so she does not submit a Letter of Intent to Retire. Two years later she decides to retire, so she submits a Letter of Intent to Retire. Therefore, she would receive retirement increases for two years only.

Teacher C is eligible to retire in four years with a full TRS pension. She does not wish to retire in four years. She retires in 10 years. Because she has passed the four-year window of being eligible for retirement increases, she will receive no retirement increases during her last years of teaching.

A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increase provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive creditable earnings increase for more than 6% over the teacher's prior year's creditable earnings.

2. SERVICE STIPEND

The Board of Education shall additionally pay to each eligible retiree a post-retirement service stipend for each year of full-time teacher service (or equivalent thereof) in District 106 of \$550 per year of service, up to \$20,000. This service stipend will not be due, owing or payable until after the teacher has retired and received his or her final paycheck for regular earnings.

A retiring teacher may elect to increase his/her TRS creditable earnings by an additional 1% over the teacher's prior year's reported TRS creditable earnings, for a total of 6% over the teacher's prior year's reported TRS creditable earnings, for each remaining year of the teacher's employment in the District beginning with the school year in which notice is given by deducting sufficient dollars to raise his/her creditable earnings by 1% from this service stipend. Any such deductions will be added together and the sum will be subtracted from the applicable service stipend to determine the final amount of the service stipend. Any dollars remaining from the service stipend calculation thereafter, shall be the property of the teacher and paid as a post-retirement bonus as noted above.

D. DURATION

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond February 1, 2019, nor shall the same be regarded as a policy, custom,

practice, or contractual agreement between the parties beyond such date. Nothing in this Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this agreement during or after June 30, 2019. Persons submitting notice of intent to retire under this program on or before February 1, 2019 will continue to receive benefits of this program, despite the expiration of this program on June 30, 2019.

In the event there are changes to the Teacher's Retirement System laws or regulations that would result in the District having to pay a penalty or make an additional contribution because of the benefits provided herein, the District and the Association will negotiate changes to this plan to eliminate the factor(s) that would cause a penalty or contribution to be assessed.

ARTICLE VIII - SALARY PROVISIONS

A. LIFE INSURANCE

The Board will provide group term life insurance for all teachers covered by this Agreement. The amount of coverage shall be \$50,000.

B. HEALTH INSURANCE

The Board will offer a health insurance program for teachers. Starting July 1, 2015, teachers will pay twenty-five dollars (\$25) per pay period towards the PPO single coverage premium and seventeen dollars and fifty cents (\$17.50) per pay period towards the HMO single coverage premium, and the Board will pay the remainder of the PPO and HMO single coverage premiums. Per check amounts listed are based on 24 pays. Amounts will be adjusted to the same overall total if 20 pays is selected. The Board will pay sixty-five percent (65%) of the family coverage premium. A teacher who elects not to take health insurance coverage from the District program will be paid an insurance waiver stipend of \$1,000 each year of such election.

Any teacher who retires after the 2014-15 school year and beyond will be eligible to participate in the District health insurance program. Retired teachers will be required to pay 100% of the premium.

C. EXTRA DUTY

ACTIVITY	WHEN PAID	AMOUNT		ACTIVITY	WHEN PAID	AMOUNT
SPORTS				ACADEMIC & NON-ACADEMIC ENRICHMENT		
Athletic Director	Quarterly	\$1,315		Art Club	End of Activity	\$1,350
Basketball-Boys (7,8)	End of Activity	\$4,919		Business Club & School Store (E)	Quarterly	\$1,215
Basketball-Girls (7,8)	End of Activity	\$4,919		Business Club (MS)	Quarterly	\$1,520
Bowling	End of Activity	\$1,097		Cardio Club	End of Activity	\$1,013
Cheerleading (7,8)	End of Activity	\$2,803		Chess Club	End of Activity	\$675
Cross Country (3 coaches)	End of Activity	\$2,675		Computer Club (E)	End of Activity	\$2,919
Dance Team	End of Activity	\$1,625		Fitness Club	End of Activity	\$1,393
Intramurals	End of Each of 4 Sports	\$3,234		Game Club	End of Activity	\$1,102
Softball-Boys (7,8)	End of Activity	\$2,675		Guitar Club	End of Activity	\$548
Softball-Girls (7,8)	End of Activity	\$2,675		Homework Club	Per Hour	\$42.22
Soccer (Blue, White)	End of Activity	\$2,675		Math Team	Quarterly	\$1,520
Volleyball-Boys (7,8)	End of Activity	\$2,675		Newspaper (MS)	Quarterly	\$3,799
Volleyball-Girls (7,8)	End of Activity	\$3,672		Pep Club	End of Activity	\$971
FINE ARTS				Rainbows	End of Activity	\$710
Accompanist ¹	Per Hour	\$51.78		Recycling Club	Quarterly	\$1,108
Art Fair (E)	End of Activity	\$296		Science Club	End of Activity	\$675
Art Fair (MS)	End of Activity	\$148		Service Club (MS)	Quarterly	\$2,412
Band	Quarterly	\$5,749		Store Supervision (MS)	Quarterly	\$1,136
Chorus (E)	End of Activity	\$754		Student Council	Quarterly	\$4,222
Musical Director	End of Activity	\$1,478		Tech Club (MS)	Quarterly	\$2,280
Musical Set Design	End of Activity	\$1,055		Writing Talent	End of Activity	\$610
Musical Supervisors	Per Session+	\$31.91		Yearbook (E)	Quarterly	\$4,862
Orchestra	Quarterly	\$5,470		Yearbook (MS)	Quarterly	\$4,249
Pep Band	End of Activity	\$1,875		Young Authors	End of Activity	\$610
Show Choir	Quarterly	\$4,254				
SUPERVISORY/OTHER				SUPERVISOR/OTHER (CONTINUED)		
Lunchroom Supervision	Per Hour	\$35.37		Summer School	Per Hour	\$51.78
Mentor (new teacher has 0-2 yrs. exper.)	Quarterly	\$1,519		Supervisory**	Per Hour	\$30.63
Mentor (new teacher has 3 or more yrs. exper.)	Quarterly	\$1,000		Team Leaders	Quarterly	\$2,837
Professional*	Per Hour	\$42.22				
Scorekeeper/timer	Per Event	\$56.28		¹ (all events-time sheets – summer school rate)		

Academic and Non-academic Enrichment proposal(s) may be submitted to Building Principal. Any stipend for approved activities will be negotiated by the Superintendent and the Union.

This listing in no way is to be considered as a minimum listing, and the Board reserves the right to delete or add to this listing as it determines to be in the best interest of the district.

By October 15, the teacher will receive an extra duty letter separate from his/her salary letter.

For those activities which are paid upon completion of an activity, the teacher is responsible for submitting a form for approval to the principal who will then forward it to the district office.

Payments for stipends paid quarterly shall be paid in the 5th, 10th, 15th, and 20th paycheck of the teacher pay schedule.

Teachers will be paid for lunchroom, playground, outdoor supervision, and crossing duty for only those days when supervision was provided, unless the supervision was missed due to the teacher(s) being required by the Administration to attend school-related functions. Timesheets should be filled out to receive compensation for these extra duties.

If the teacher does not wish to sponsor an extra duty, he/she must submit a letter of resignation for that particular extra duty to the building principal so that the position is posted for the entire staff to apply.

In the event no qualified bargaining unit members elects to accept an extra duty position, the Board may staff the extra duty with a non-bargaining unit member at a rate of pay, if any, not to exceed the contract stipend(s). If any extra duty position is filled by a non-bargaining unit member, it must be reposted the following school year.

*Professional assignments/activities need to be pre-approved by Administration. This includes activities which support professional development, curriculum development, or are an extension of the regular classroom curriculum and are beyond the regular work day/assignment. This does not include homebound tutoring for students who cannot attend school for health reasons, as it is understood that such students may require services during the regular school day. However, if a member of the collective bargaining unit is hired to be a homebound tutor, compensation will be the hourly professional rate. Other activities may include but not limited to: Celebration of Learning and evening presentations/programs.

**Supervisory assignments need to be pre-approved by Administration. This includes assignments which are supervisory in nature and any required supervision of students. Supervisory assignments may include but not limited to: am/pm supervision, lunchroom supervision, concerts, dances, trial court, evening extended programs, extended day study hall, and extended day field trips.

+With a maximum total of \$3,190 for all participants per musical in each school year.

D. SALARY PROVISIONS

1. Annual increments are not automatic and may be withheld, through Board action, if the most recent summative evaluation rating was "Unsatisfactory." The Superintendent will consult with Union leadership before making a recommendation regarding the annual increment to the Board of Education.
2. Full credit for applicable previous teaching experience of up to six (6) years may be given on the salary matrix. However, for initial placement, teachers will only receive \$100 per graduate hour for initial placement on the salary matrix. Such experience must be applicable to the teaching assignment offered and must include full time teaching. The Board reserves the right to judge quality of experience to be counted on this schedule and make adjustment in new teacher placement as deemed necessary according to the District's need.
3. The Board will shelter the entire retirement contribution of the State Teachers' Retirement System of Illinois within the compensation schedule.

4. Credit shall be allowed for military service when the service term follows full-time employment in District #106. This credit shall not exceed two (2) years.
5. All graduate course work will be reported to the Superintendent in an official transcript form. For preapproval of graduate credit hours, teachers must submit comprehensive information about the coursework. All **preapproved** graduate credit hours will count toward salary advancement, subject to the following:
 - a. For a teacher whose highest degree earned is a Bachelor’s, the coursework must be part of an approved Master’s program or a program or area of focus that meets a specific district need; and
 - b. For all teachers, the coursework shall be applicable to the teacher’s professional assignment or otherwise be of value to the District; and
 - i. If the applicability of the coursework is questionable, the Superintendent will notify the teacher and withhold approval of the coursework until after completion of the course and submission of the reflection statement required below.
 - ii. If the degree program was preapproved, the required coursework for the degree program will be approved, but elective coursework may not be preapproved.
 - c. The course credit shall be issued by an entity that is an Illinois-approved institution/professional development provider, as determined by the Illinois State Board of Education; and
 - d. The coursework must be completed with a grade of “B” or better, not B- (or “Pass” in a “Pass/Fail” course); and
 - e. Following the completion of the coursework, the teacher will submit to the Superintendent a reflection statement evaluating the coursework and assessing the applicability of the coursework to the teacher’s assignment. For preapproved coursework, the reflection statement will not impact salary advancement.
6. Salary adjustment for degrees and **preapproved** courses successfully completed shall be effective as follows:

<u>Transcript Submitted by</u>	<u>Salary Adjustment Effective</u>
October 15	Retroactive to Start of School Year
February 15	Retroactive to Start of Second Semester*
	*paid as lump sum

Full (non-prorated) salary, divided among pay periods, based on the pre-approved graduate credit hours earned, will begin at the start of the following Highlands school

year for those whose initial increase (as noted above) takes effect at the start of the second semester.

7. A teacher who earns a Master's Degree and has not received a master's adjustment in prior years shall receive \$1500 added to the base salary.
8. Following initial hire and placement on the salary matrix, teachers shall be paid \$150 for each new graduate hour earned.
9. Teachers may receive credit for up to and including 36 graduate hours after a BA, and up to and including 50 graduate hours after a M.A. Teachers may only receive credit for up to 18 graduate hours per school year.
10. A teacher who has obtained a Masters+50 and is no longer eligible for salary advancement through the completion of graduate coursework will be eligible for tuition reimbursement according to the formula below for up to three (3) preapproved graduate hours every three (3) years. In order to be eligible for tuition reimbursement, the course(s) must be completed with a grade of "B" or better (or "Pass" in a Pass/Fail class) and appropriate evidence of the tuition payment made must be submitted. For purposes of determining when a teacher is eligible for tuition reimbursement, a three-year measurement window will be utilized. For teachers who have attained MA+50 as of July 1, 2015, their first three-year window starts effective September 1, 2015. For a teacher who has not attained MA+50 as of July 1, 2015, the first three-year window will begin on the following September 1st after the attainment of MA+50. During each three-year window, a teacher will be eligible for reimbursement for up to 3 credit hours. Each teacher's individual measurement window will restart every three years.

Tuition Reimbursement Formula:

\$0-400 = 100% paid

\$401-800 = \$400 + 75% of the cost of tuition over \$400

\$801-1,200 = \$700 + 50% of the cost of tuition over \$800

\$1,201-1,600 = \$900 + 25% of the cost of tuition over \$1,200

E. SALARY SCHEDULE

For the 2015-16, 2016-17, 2017-18 and 2018-19 school years, salaries shall increase three percent (3%) over the previous year subject to graduate credit adjustments.

Salary includes base salary, master's adjustment (if applicable), and graduate credit hour compensation.

SALARY MATRIX

LA GRANGE HIGHLANDS 106 SALARY MATRIX				
<u>Years</u>	<u>BA</u>	<u>MA</u>		
1	36,682	43,919	<u>Graduate Hour = \$100</u>	
2	37,712	44,949		
3	38,794	46,032		
4	39,929	47,167		
5	41,121	48,360		
6	42,373	49,612		
7	43,687	50,926		

Base salary shall always reflect degrees(s) and previous hours earned. Only new hours earned during the current year shall be reflected by the graduate hour rate for that year.

ARTICLE IX - GENERAL

A. DURATION

This Agreement shall be effective as of August 16, 2015 and shall continue in full force and effect through August 15, 2019.

B. NO STRIKE

During the life of this Agreement the Union and the employees covered by this Agreement recognize and agree that the rendering of instructional services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued.

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Section and the above paragraphs to return to work.

C. EFFECT OF AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to, or covered by this Agreement or discussed through negotiations leading to this Agreement including the impact of the Board's exercise of its rights as set forth herein on wages, hours, and terms and conditions of employment, nor will negotiations be reopened on the impact of a decision by the Board on an inherent managerial policy, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. There may be a reopener of Article VII or VIII should there be changes relative to pension reform, TRS cost shift, local tax freeze, Cadillac Tax, or school funding reform that would impact the district financially. Good faith bargaining would be required of both parties if the contract reopener clause is utilized. One party would be required to notify the other party in writing that the reopener clause is being invoked. Negotiations shall commence within 15 business days of notification. This contract provision shall expire at the conclusion of the contract unless extended by mutual agreement. Therefore, this Agreement between the District and the employee's representative expresses full and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before the signing of this Agreement are not subject to this Agreement.

D. RATIFICATION OF AGREEMENT

This Agreement will not be considered binding until such time as the Union has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

E. EXECUTION OF AGREEMENT

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated the 21st day of July, 2015.

For the Board of Education of
District #106

For the Highlands Council,
AFT-Local 604, AFL-CIO

President

President

Secretary

Secretary

Attest:

Superintendent of Schools

APPENDIX A – LETTERS OF AGREEMENT

A. SEVENTH AND EIGHTH GRADE TRIP MEETINGS

Annually, the 7th and 8th grade teams will meet with the Middle School Principal to make recommendations for the annual year-end student trips.

1. Grade level teachers will make every effort to attend field trips.
2. A teacher is not required to attend a field trip that extends beyond the school day.
3. Teachers attending field trips that extend beyond the contractual school day will be compensated at a rate to be determined by the Board of Education, the Superintendent, and the Union.
4. Those teachers not attending the field trip will provide substitute coverage for teachers who are on the field trip.

B. INSURANCE COMMITTEE

Insurance Committee

The Administration will convene an insurance advisory committee upon the recommendation of the Superintendent or the Union Executive Board, which will investigate cost containment and/or cost reduction relating to the teacher's insurance program. Operating in an unpaid advisory capacity, this committee will be composed of three (3) teachers selected by the Superintendent. Committee recommendations will be given to the Board and Union Executive Board for consideration. No Changes will be made in the existing insurance program unless approved by both the Board and the Union Executive Board.