

AGREEMENT

Between

THE BOARD OF EDUCATION, SCHOOL DISTRICT 123

OAK LAWN-HOMETOWN, ILLINOIS

and

DISTRICT 123 TEACHERS' COUNCIL

for the

SOUTHWEST SUBURBAN FEDERATION OF TEACHERS

AFT LOCAL 943

2008-2009

2009-2010

2010-2011

2011-2012

2012-2013

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PREAMBLE

This Agreement is made and entered into this 16th day of August, 2008, by the Board of Education, Oak Lawn-Hometown School District Number 123, Cook County, Illinois, hereinafter referred to as the "BOARD" and District 123 Teachers' Council for the Southwest Suburban Federation of Teachers, AFT, Local 943, hereinafter referred to as the "UNION" for the purpose of setting salaries, wages, working conditions, and fringe benefits of the bargaining unit defined herein.

ARTICLE I. RECOGNITION AND JURISDICTION

Section 1. **Recognition**

The Board recognizes the Union as the sole and exclusive bargaining agent with regard to salaries, wages, working conditions and fringe benefits for all contractually employed certified personnel of District 123 (hereinafter referred to as “employees”), but specifically excluding central office personnel, principals, assistant principals, psychologists, substitute teachers, all supervisors, managerial employees and confidential employees as those terms are defined in the Illinois Educational Labor Relations Act, all short-term employees of the Board and all non-certificated personnel employed by the Board.

Section 2. **Board Policy**

Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

Section 3. **Savings**

Should any article, section or clause of this Agreement be in conflict with any State or Federal law, rule or regulation, or declared illegal by a court of competent jurisdiction, said articles, sections or clauses, as may be the case, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.

Section 4. **Effect of Agreement**

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 waive any right, which might otherwise exist under law, practice or custom, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, 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. This Agreement may only be amended during its term by the parties’ mutual agreement in writing.

ARTICLE II. WORKING CONDITIONS

Section 1. **Building Policies**

Building policies shall not contravene the terms of this contract.

Section 2. **Reinstatement of Tenure Teachers**

A tenure teacher who resigns with the approval of the Board, effective the end of the school year, may seek reinstatement in writing before the beginning of the next school year following his or her resignation, but the determination of the Board shall be final.

If such teacher is re-employed, he/she shall be placed on the same salary step where he/she was at the time of resignation and shall maintain leave rights and other benefits, if any, held at the time of resignation.

Section 3. **Teacher Facilities**

Each teacher shall have a room in which to carry out his duties; provided, however, that said room shall not be required to be assigned, on a permanent basis. Each teacher shall be assigned a desk and filing cabinet which need not be located in the room to which the teacher is assigned. Teachers shall receive their tentative room assignments by August 15 each year. Each teacher shall have access to a computer.

Section 4. **Health and Safety**

- A. The Board acknowledges that it has a responsibility to provide safe and healthful conditions of employment under the applicable law, and the teachers acknowledge that they are jointly responsible for the safety and health of the children entrusted to their care.
- B. Each building will have a sign indicating that all visitors will report to the office before entering the classrooms.

Section 5. **Standardized Tests/Exit Tests**

Teachers shall not be required to score those sections of the annual district achievement and/or aptitude (I.Q.) tests that are normally machine scorable (i.e., multiple choice, true-false). Those portions of the yearly exit test that can be formatted to be machine scored will be corrected in this manner.

ARTICLE II. WORKING CONDITIONS

Section 6. **Classroom Interruptions**

Except in cases of emergency, the intercom shall be used at regularly scheduled times as established by the administration at each building.

Section 7. **Assignment of Grades**

The responsibility and prerogative for assigning grades to students rests primarily with the classroom teacher. If a change is made in any grade recorded by a teacher, a record will be made of who caused the change to be made. The teacher whose grade has been changed will be notified of the nature and reasons for such change.

Section 8. **Substitutes**

Whenever possible, the Board shall employ substitutes in the special subject areas of music, physical education, art, library and foreign language. If no substitutes are available, the Board may solicit certified teacher volunteers to serve as a substitute. When there are no volunteers, the principal may assign personnel on a rotating basis. A classroom teacher who surrenders his/her individual planning period to serve as a substitute shall be compensated at the internal substitution rate, prorated based on the class period. A special area teacher who surrenders his/her individual planning period to serve as a substitute and whose individual planning time for the week thereby falls below 350 minutes shall be compensated at the internal substitution rate, prorated based on the class period..

Section 9. **Substitutes for Staffings**

Staffings shall be held during the day. In the event that a staffing is held during the normal duty-free lunch period, the staff member involved will be assigned an amount of time equal to the normal duty-free lunch period at some other time during that day.

Section 10. **School Day, Year and Calendar**

- A. The normal work day for full-time employees shall not exceed 425 minutes and shall include a duty-free lunch period of at least forty-five (45) minutes. Time spent in extended service positions shall not be counted for purposes of computing the maximum 425 minutes. The teacher's day will begin 5 minutes before the student's day.
- B. Although the school calendar must provide for at least 185 days, sufficient holidays will be given, unless required for emergency closings, to insure that a total of 182 work days

ARTICLE II. WORKING CONDITIONS

will not be exceeded. The Union shall make recommendations as to the calendar for the following school year prior to March 15. Such recommendations shall be advisory only.

- C. During each school year of this Agreement, K-5 grade centers shall have the number of common student lunches equal to the number of late starts at the middle school that are used for faculty/staff meetings. Those common student lunches at the K-5 grade centers shall be used for faculty/staff meetings.
- D. If a currently-employed District teacher is assigned to a different classroom or teaching site for the upcoming school year for any reason, that teacher will qualify for two full days of compensation at the full-day workshop rate for room maintenance purposes. The teacher will provide the Principal with a timesheet for the work performed during these two days. A teacher who is “new” to the District is ineligible for this benefit.

Section 10.5 **Class Size**

When there is an indication that individual class size problems exist, these will be brought to the attention of the administration for its consideration. Administrative decisions regarding class size will take into account such factors as, but not limited to, the composition of the class, number of students and the special educational needs of the students.

As may be required by law and the Illinois State Board of Education, the Administration and the Union will cooperate in the development of the District’s Response to Intervention Plan.

Section 11. **Planning Periods**

- A. All full-time teachers shall have a minimum of 200 minutes of planning time during a normal work week.
- B. Planning time need not be evenly distributed throughout the week. Planning periods shall be determined by the administration and may consist of periods during which a teacher’s class is scheduled to receive instruction in special subject areas such as music, physical education, art and library. Provided, however, nothing in this Agreement shall be construed as a guarantee of a certain number of special subject periods or that any special subjects will be scheduled.

ARTICLE II. WORKING CONDITIONS

- C. The planning time minimums provided herein for the following employees will be scheduled by the employee with the approval of the administration: resource learning disabilities teachers, speech pathologists, school social workers, nurses, Reading Improvement program teachers and Chapter I teachers.
- D. Upon the teacher's request and with the approval of the building principal, teachers may be allowed to leave the building during their planning period.
- E. Middle school teachers will have an instructional load not to exceed six (6) instructional periods per day.
- F. With consideration of parent schedules, a reasonable effort will be made to schedule IEP meetings and meetings with parents to begin at a time that will not overlap with a teacher's duty-free lunch period.
- G. If the schedule does not allow a K-5 classroom teacher to meet his/her plan time requirements, a K-5 classroom teacher will not be required to remain in the library when the certified teacher librarian is present.

Section 11.5 **Collaboration/Common Plan Time**

- A. During the month of September, each curriculum facilitator shall develop a schedule to meet with grade level teams during collaboration time. The schedule may include up to two (2) meetings total per year with grade level teams at the Science Center, not to exceed two-hours for each meeting. Staff may request additional collaboration meetings with the facilitator at any time. Principals retain the right to schedule additional collaboration sessions for individual teachers or grade levels.
- B. Teachers may use assigned collaboration time for one (1) week and one (1) science center visit to prepare report cards prior to the report card due date.
- C. Unless building SIP activities demand the presence of the entire faculty as determined by the building principal, special area teachers (art, library, music, P.E., speech, TPI, social workers, resource teachers, nurses, PTP, etc.) shall collaborate with their special area colleagues during half-day in-service days for the entire half-day.

Section 12. **Teacher Lounges**

The School shall provide lounges for staff use which shall be cleaned by the District once each school day. The teachers shall be responsible for maintaining the cleanliness of the lounges thereafter.

ARTICLE II. WORKING CONDITIONS

Section 13. **Vending Machines**

- A. Subject to the approval of the Board as to numbers, types and locations, vending machines will be available to teachers in all schools. The Union shall hold the Board harmless as to any liability in connection therewith.
- B. Profits of vending machines shall be used as the teachers in the building deem fit.

Section 14. **Copiers**

The Board will schedule clerical help to assist teachers in making copies for instructional purposes.

Section 15. **Keys to Facilities**

A set of keys to exterior doors shall be maintained in the principal's office. Teachers may request the use of an exterior door key from the principal. Such requests may be granted by the principal should he determine such request is warranted. Such keys will be returned at a time specified by the principal. Such key shall not be issued during times the building is covered by the security system.

Each teacher will be provided with a key to his/her interior classroom door.

Section 16. **Extended Service Positions**

- A. The Union president shall be notified of all vacant extended service positions and such vacancies shall be posted on the Union bulletin boards in each school. Teachers interested in such positions shall submit application in writing to the Superintendent or designee. In the event the administration cannot obtain qualified teachers to accept such positions, the administration may require any qualified teacher to fill such positions. The Union president shall be notified as such appointments are made.
- B. Individual teachers who have positions which provide compensation in addition to the rates provided in the basic salary schedule shall be relieved of them only for just cause.
- C. Teachers alleging a violation of this Section 16 shall have the right to invoke the grievance procedure but not beyond the Board level thereof.

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Section 17. **Student Teachers**

Teachers desiring student teachers must request teachers for the following school year between May 1st and May 30th of the year preceding the year the student teacher will be available. Assignment of the student teacher will be determined by the Board of Education. Any stipend received from the student teacher's college or university will be paid to the supervising teacher.

Section 18. **Assault/Battery**

- A. "Assault" is an unlawful attempt or threat to injure another physically.
"Battery" is the actual non-permitted, offensive physical contact with another.
"Harassment" is intentional and unreasonable conduct by a parent, guardian or nonemployee of the District that substantially interferes with the teacher's performance of his/her required duties.
- B. In the event a principal is notified that a teacher has been assaulted in the course of his/her employment, the principal shall notify the Superintendent and the parent or guardian of the child (if applicable).
- C. The Superintendent, or designee, shall, upon the request of the teacher, immediately notify the proper person or agency of the assault.
- D. The Superintendent, or designee, upon receipt of a written complaint from a teacher, will report all incidents of battery to the local law enforcement authorities immediately after the occurrence of the attack.
- E. In the event that a teacher notifies the principal that s/he is the subject of harassment, the principal shall investigate the teacher's complaint and take such action as the principal deems appropriate.

Section 19. **Educational Development Committee**

Section I - Concept: The parties recognize their dual responsibility to provide the best possible educational experience for the students of this district within the available resources. To promote that purpose, the parties recognize the potential value of Educational Development.

Section II - Types of Committees: The parties recognize and intend to establish two categories of Committees - Building Level EDC and District Level EDC.

- A. Building Level EDC: Within the first two weeks of each school year an Educational Development Committee (EDC) will be established in each school. The committee shall

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be composed of the building principal or his/her representative, and a maximum of four (4) teachers selected by the faculty of each building.

- B. District Level EDC: District level EDC meetings will be scheduled on at least a bi-monthly basis. A calendar of meeting dates will be agreed upon during the first 30 days of the school year. The district level committee shall be convened to investigate areas related to the instructional program, working conditions, and to the improvement of education in District 123. Such committee shall be composed of one (1) elected member from each school, three (3) administrators, the Union president, and the superintendent, or designee. The superintendent or his/her designee shall chair the district level meetings.

Section III - Functions and Purposes:

- A. Each Committee shall report in writing and shall:
1. Identify the problem
 2. Present the essential facts
 3. Develop the alternative solutions
 4. Recommend a course of action
- B. Recommendations made by such Committees shall be forwarded to the Superintendent for consideration and review by the Board.
- C. A building principal will notify a building EDC representative designated by the Union regarding action taken by the Administration or the Board. The principal will provide such notice by the end of the second school day that the principal is in the building following the action.
- D. The chairperson of each building EDC shall provide copies of building minutes to the Superintendent and the Union president. The minutes of the district level EDC meetings will be provided to all staff in the district.

Section 20. School Discipline

The responsibility of maintaining discipline shall rest with the parents, teachers and administration. Repeated violators of school disciplinary policy shall be referred to the proper administrative office with a report of the reasons therefor. The teacher shall be notified of action taken by the administrative office. The Board agrees to review the discipline policy at least every two years or more often at the request of the Union.

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Section 21. **Building Budget**

The teachers in each building may make recommendations, advisory only in nature, as to how the available funds in that building will be spent. If and when an annual building allocation budget has been prepared, a copy shall be posted in each building.

Section 22. **Supplies**

The teachers of each school shall make recommendations on the types and amounts of instructional supplies ordered for that school.

Section 23. **Head Teachers**

A. Duties and Responsibilities

1. K-5 Head Teacher.

Duties will include:

- a. textbook inventory and distribution;
- b. management of ISAT materials distribution;
- c. to act in the principal's place when the principal is out of the building;
- d. registration; and
- e. present in the building at 8:15 a.m. and available for necessary Head Teacher duties and responsibilities. Morning supervision/bus duty only when principal is not available.

2. Middle School Team Leader. The duties and responsibilities of the Middle School Team Leader include the following:

- a. membership on the building leadership team;
- b. preparation for and facilitation of daily team meetings;
- c. management of team resources necessary to meet instructional needs of the team;
- d. liaison with Administration and outside groups; and
- e. assisting their team in establishing and articulating the team's purpose and focus throughout the year.

B. When a vacancy occurs, the extended service position procedure will be followed.

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- C. The position of head teacher is a position designated at the sole discretion of the Superintendent, as are the appointments made to these positions. The Board agrees that the Superintendent will strongly consider the recommendation of the principal from each building for that building's head teacher. The listing of these positions contained in this section is not a guarantee that these positions will be established or continued.

Section 24. **Summer Work Contracts**

Teachers interested in summer employment in the district shall make written application by March 1. Preference shall be given to District 123 teachers with consideration given, but not limited, to qualifications such as: degrees, hours of credit, publications, references, recommendations, evaluations, experience and service to the district. Assuming positions do not require specialized training and/or experience, appointments will be rotated. Those applicants who are not chosen in a given year will be accorded priority consideration the following year. However, the determination of the Board shall be final.

Section 25. **Part-time Teachers**

- A. Part-time teachers who are in the bargaining unit shall receive added compensation equivalent to the time spent in attending institutes or inservice workshops beyond their contractual hours.
- B. If a teacher requests to work part-time, the following shall be in effect:
1. The teacher shall receive prorated salary and fringe benefits.
 2. The teacher's tenure status shall not be affected by the part-time status.
 3. Seniority shall accrue in the following manner:
 - a. 120 days of work shall be equivalent to one full year of service.
 - b. .3 or .4 (1-1/2 or 2 days per week) shall not be counted as any credit until three continuous years have been worked and thereafter one year of service shall be credited for the prior three years of part-time service, as the teacher starts his/her fourth year of part-time service.
 - c. .5 or .6 (2-1/2 or 3 days per week) shall give the teacher one-half year of credit after the year in which they complete the part-time schedule.

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- d. .7, .8, or .9 (3-1/2, 4, or 4-1/2 days per week) shall give the teacher one year of credit which shall be earned after completing the part-time schedule.

Section 26. **Academic Freedom**

- A. Teachers shall be free to use and discuss materials, methods and issues relevant to the educational objectives of the instructional program adopted and approved by the Board of Education of District 123.
- B. In the event of adverse criticism by third persons of teaching methods or materials used by the teacher, the following procedures shall be applied in all cases.
 1. Objections and complaints regarding the use of any instructional methods or materials must be in writing, signed by complainant.
 2. Written objections and complaints will be reviewed by a committee composed of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent.
 3. After careful investigation, the committee shall reach a decision and make a recommendation to the Board for final disposition, which recommendation shall be advisory.

The Union and the Superintendent agree that the respective parties will attempt, to the extent that it is possible, appoint members to the committee who are knowledgeable in the field of study to which the committee is addressing itself.

Section 27. **Evaluation of Teachers - Procedures**

- A. General Provisions
 1. Non-tenured teachers shall be evaluated by the building principal, the Superintendent or his designee. Within the first month of school, all non-tenured teachers will be informed of the evaluation procedures employed in District 123.
 2. A conference between a non-tenured teacher and his/her evaluator shall be held within ten (10) school days after each evaluation unless mutually extended. The teacher shall receive a written summary of the conference within ten (10) days after it has been held.

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3. When it is determined that a non-tenured teacher should be dismissed or that his/her contract will not be renewed, s/he shall be informed in writing at least forty-five (45) days prior to the end of the current school year. The reason for the dismissal or nonrenewal must be given only to a non-tenured teacher in his/her final probationary year. No reason for the dismissal or nonrenewal need be given at the end of the first, second or third probationary year.
4. If a non-tenure teacher feels his/her termination at the end of his/her last probationary year is unjustified, he/she may file a grievance and have a review of his case through no further than the Board level of the grievance procedure.
5. For the purposes of evaluation, the evaluator may not by mechanical means observe, listen to or record classroom proceedings or other activities conducted with students or other persons (i.e. parents, other teachers, etc.) unless the concerned teacher has given his/her permission in writing.
6. Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work.
7. For those non-tenured teachers working in more than one building, the Superintendent shall designate the home school principal to be responsible for planning evaluations of that teacher and coordinating the evaluation with all other evaluators.

B. Procedures for Non-tenured Visitation and Evaluation

1. There shall be at least two (2) evaluations by February 1 during the first and second years of the four-year probationary period. One of the evaluations shall be made prior to December 31, and the other shall be made before February 15.
2. There shall be at least (1) evaluation by February 1 during the third and fourth year of the four-year probationary period.
3. The written evaluation will be signed by both the evaluator and the non-tenured teacher during the above conference.
4. The signature of the teacher does not imply agreement or disagreement with the report. A space for teacher comment shall be provided on the written evaluation.
5. The evaluator shall furnish the teacher with a copy of the evaluation.

ARTICLE II. WORKING CONDITIONS

C. Teacher Evaluation Plan

The Board of Education agrees to comply with and follow the provisions of the Illinois School Code relative to the evaluation of tenured teachers 105 ILCS 5/24A-1 through 8.

Section 28. **Personnel File**

- A. Only one official file shall be kept for each teacher in the district. Such file shall be in the Administration Center, and except for confidential communications, shall be available to the teacher.
- B. Each teacher shall have reasonable access to his/her file and shall have the right to insert materials relevant to his/her service in the district or his/her qualifications in general.
- C. Teachers shall have the right to have photo copies of any non-confidential material in his/her file at the district's cost.
- D. No derogatory material shall be added to a teacher's file unless the actual copy to be filed has been signed and dated by the teacher. The signature indicates that the teacher has read the materials, however, it does not imply agreement with its content. Nothing is to be deleted from the teacher's personnel folder. If a teacher refuses to sign and date the copy, a notation to that effect will be placed in the teacher's file.
- E. The teacher shall have the right to attach dissenting material to any non-confidential item in his/her file.
- F. A teacher shall be advised in writing whenever a request is made for information from the teacher's personnel file and be advised as to who made the request and the date of the request.

Section 29. **Teacher Assignments, Transfers and Notification of Vacancies**

A. Teacher Assignments

Teachers shall be notified in writing no later than May 15 of their tentative assignment for the following school term, as to grade level, school and/or subject area.

B. Teachers Right to Transfer

Teachers may request transfer to another building or re-assignment to teach a different grade level or subject. The Board agrees that, whenever possible, it will honor such requests when the position becomes available. The assignment of the teacher shall be

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determined with consideration given but not limited to qualifications such as degrees, hours of credit, publications, references, recommendations, evaluations, experience and service to the district.

The administration, however, will make the final determination in regard to all transfers. The request for transfer for the following school year shall be submitted in writing to the Superintendent no later than March 15. When an assignment is made, all applicants for the position will be notified.

C. Notification of Vacancies

The Union president shall be notified by e-mail of all teaching and administrative vacancies new and existing in the district. Teachers interested in such positions shall apply in writing to the Superintendent or designee. The names of the successful applicants shall also be posted by the Union president on the Union bulletin board.

D. No provision in this Section 29 shall be subject to the grievance procedure.

Section 30. **Reduction in Staff**

Whenever the Board determines that a reduction in the number of teachers to be employed in the district is necessary, such reductions will be made in compliance with all pertinent requirements of law and after consideration of certification and length of experience in teaching in District 123.

If a teacher in contractual continued service is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given the teacher by certified mail at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reason therefor, and in all such cases the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. If the Board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions.

Teachers alleging a violation of this Section 30 shall have the right to invoke the grievance procedure but only at the Board level thereof.

The Board's determination shall be final in all cases except for legal recourse, and the provisions of this section shall be non-arbitrable and otherwise non-reviewable.

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Reduction in force must be in compliance with all pertinent requirements of law and is subject to legal recourse.

Section 31. **Parking Conditions**

All parking lots in District 123 shall be posted with signs stating that these lots are for authorized use only.

Section 32. **Professional Courtesy**

The staff shall, at all times, treat each other with courtesy and respect.

If a parent makes a complaint regarding a teacher to an Administrator, the teacher will be notified regarding the complaint. Either the teacher or the Administrator may request to meet with the parent to discuss a complaint. If a meeting with the parent is requested, the Administrator will be present at such meeting at the request of the Administrator, teacher or the parent. A teacher may not refuse to be present at a meeting with the parent unless an Administrator approves the teacher's request not to be present. Nothing herein shall prevent an Administrator from hearing a parent complaint. Nothing herein shall prevent a parent from refusing to meet with a teacher to discuss a complaint.

Section 33. **Professional Development Days**

Employees in their first and second year of District employment shall attend up to three (3) professional development days to be scheduled in August prior to the first District institute day for the school term. Such attendance shall be without additional compensation.

ARTICLE III. GRIEVANCE PROCEDURE

Section 1. **Definition**

A grievance is defined as, and limited to, a written complaint alleging that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

Section 2. **Presentation of Grievance**

Individual employees shall have the right to present grievances. The appropriate Union representative shall be afforded the opportunity to be present and to represent the grievant, if the grievant so desires, at any stage of the grievance procedure, and any settlement reached must not be inconsistent with the provisions of this Agreement.

Section 3. **General Provisions**

- A. All grievances must be presented promptly and in no event any later than twenty-five (25) working days from the date of the condition or action giving rise to the complaint.
- B. Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place and the specific section or sections of the agreement involved.
- C. The grievance shall be presented to the immediate supervisor involved, in triplicate, and signed and dated by the grievant.
- D. By agreement of the grievant and the administration, the grievance will be filed with the Superintendent or the Board of Education instead of with the immediate supervisor in any appropriate case.
- E. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being of the essence, and, in the event the time limits are not observed, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by mutual agreement.

ARTICLE III. GRIEVANCE PROCEDURE

- G. Proceedings held under this Article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Section 4. **Procedure for Adjustment of Grievances**

Informal Conference

1. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
2. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the president of the Union or designee of the adjustment.

Formal Procedure

1. Principal Level: In the event the grievance is not resolved informally, the principal or designee shall meet and confer with the grievant within five (5) working days after it is filed with a view to adjusting the grievance. Within three (3) working days thereafter, the principal or designee will furnish his decision to the grievant.
2. Superintendent Level: Within five (5) working days after the principal renders a decision, an appeal therefrom may be taken by the grievant to the Superintendent. The Superintendent or designee shall meet and confer with the grievant within five (5) working days with a view to adjusting the grievance, and within three (3) working days thereafter the Superintendent or designee shall render his decision to the grievant.
3. Board Level: Within five (5) working days after the Superintendent or designee renders his decision, an appeal may be taken by the grievant from that decision to the Board. Within thirty (30) working days after the appeal is filed, the Board will hold a hearing on the grievance. The hearing will be informal, but the parties will be allowed to state their views fully. The parties shall be entitled to present witnesses. Within ten (10) working days after the hearing on appeal, the Board will communicate its decision in writing to the grievant.
4. Arbitration: If the decision at Step 3 is not satisfactory to the grievant, there shall be available a 4th and final step of impartial arbitration. The grievant must submit in writing, within ten (10) school days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within the above ten day period, the American Arbitration Association will immediately be requested to provide an

ARTICLE III. GRIEVANCE PROCEDURE

arbitrator in accordance with the voluntary labor arbitration rules of said arbitration. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with or which modifies or varies the terms of this Agreement; or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement and rendered consistent with the terms of this Agreement, shall be binding upon the parties. Expenses for the arbitrator's service and expenses which are common to both parties shall be borne equally by the Board and the Union.

ARTICLE IV. SALARY AND FRINGE BENEFITS

Section 1. Payroll

A. Procedures

1. A teacher who received his/her salary for the 2004-2005 school year prorated for payment on a ten (10) month basis may elect to continue to be paid on such basis for the term of this Agreement.

The annual salaries for all other teachers shall be prorated for payment on a twelve (12) month basis. Such teachers shall have the option of receiving their salaries over ten (10) or twelve (12) months. A teacher who elects to receive his/her salary over ten (10) months shall receive his/her salary for the summer with the last pay period in June. Such election must be made in writing by May 1.

Provided they have submitted all required payroll information to the Board on time, teachers shall be paid every Friday beginning the second Friday of the school year and every other Friday thereafter.

The provisions of this subsection are subject to the approval of the Township Treasurer.

2. Teachers' salary checks shall be sent to the buildings in closed envelopes. Checks shall be distributed before the start of the lunch hour, if delivered in time by the Township Treasurer.
3. Each teacher shall designate a bank or other institution for purposes of direct deposit.
4. Teachers whose resignation is accepted by the Board during the year shall be paid for the period of actual employment and shall have their salaries prorated on the basis of the number of teacher attendance days in the school calendar. The amount due the teacher shall be paid not more than thirty (30) days after termination of employment.

B. Deductions

Pursuant to applicable law and upon written request of the employee, salary deductions shall be made for:

1. District 123 Teachers' Council for the Southwest Suburban Federation of Teachers, AFT Local 943
2. Credit Union

ARTICLE IV. SALARY AND FRINGE BENEFITS

3. Tax sheltered annuities in a Board approved company

Maximum list of annuity companies cannot exceed 10, provided at least five teachers request access to the new companies.

4. United Way/Crusade of Mercy
5. The Oak Lawn-Hometown School District 123 Educational Foundation
6. AFT Local 943 Political Action Contribution (PAC)

All items shall be deducted throughout the year or until written notice to the contrary. Additional sums will be deducted for income tax upon request of the employee.

The provisions of this section are subject to the approval of the Township Treasurer.

Section 2. **Medical Examination**

The cost of any physical examination which the Board requires other than that required by Section 24-5 of the Illinois School Code shall be paid in full by the Board of Education.

Section 3. **Mileage Allowance**

Teachers who are required by the administration to use their automobiles in servicing more than one building during the school day are to be reimbursed at the rate established annually by the Internal Revenue Service. Teachers required to use their automobile carrying out extended service position duties, as indicated in Section 11, or attending district approved workshops will keep logs and submit them to the district for reimbursement.

On the first day of each school term and on the first day of the second semester, any teacher required to use his/her vehicle for school business will provide the District Business Office with a copy of their valid driver's license and current evidence of insurance coverage that is in compliance with the minimum insurance coverages required by the state of Illinois. If a teacher's license is thereafter limited, suspended or revoked, or insurance coverage is cancelled or changed to another carrier, the teacher will notify the District Business Office immediately and provide a copy of the information pertinent thereto.

ARTICLE IV. SALARY AND FRINGE BENEFITS

Section 4. **Internal Substitution**

- A. If the minimum planning time as defined in Article II, Section 11, is reduced because of internal substitution, the teacher shall be reimbursed for such time at the rate established for student instruction in Article IV., Section 22.
- B. All internal substitution shall be on a voluntary basis, rotating when possible, with those teachers at that grade level being requested first; however, if no volunteers are available, the administration may require such substitution.

Section 5. **Health Insurance**

A. Coverage

Group hospitalization and medical insurance is to be offered to each teacher as permitted by the insurance provider(s). The provider of this coverage shall be Blue Cross Blue Shield.

In the event that the State of Illinois mandates that the insurance program provide additional coverages, such coverages will be added at the beginning of the next plan year.

As permitted by the insurance provider(s), employees shall have the choice of:

- 1) the HMO plan or the PPO plan
- 2) the single or family coverage

For all employees, the Board will pay the cost of the annual premiums up to the following amounts towards the employee's choice of coverage:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
HMO Single	All	All	All	All	All
HMO Family	\$12,500	\$13,000	\$13,750	\$14,500	\$15,250
PPO Single	All	All	All	All	All
PPO Family	\$12,250	\$13,000	\$13,750	\$14,500	\$15,250

For the 2008-2009 school year only, the Board will pay \$2,000.00 of the employee contribution for the PPO family rate for an employee who must change from PPO 1+1 to PPO Family.

If the cost of HMO Family increases more than nine percent (9%) for a school year, the Board and the employee shall share the amount in excess of nine percent (9%). If the

ARTICLE IV. SALARY AND FRINGE BENEFITS

cost of PPO Family increases more than nine percent (9%) for a school year, the Board and the employee shall share the amount in excess of nine percent (9%).

An employee who received a annual salary bonus as a result of his/her enrollment in the HMO single or family plan during the 2004-05 school year will receive an annual salary bonus in the amount of \$600.00 for single coverage or \$1,600.00 for family coverage as long as s/he stays enrolled in the HMO plan.

B. Cash Options

In the event any teacher does not enroll in such individual (or single) plan or family plan as heretofore mentioned, s/he shall receive an amount up to the cost of the single HMO coverage but not to exceed in any event, however, the sum of \$2,000.00 annually.

It is understood that teachers shall have the option of participating in a tax sheltered annuity under the applicable provisions of the *Internal Revenue Code*.

Section 6. **Group Life Insurance**

Group life insurance is to be provided in the amount of \$30,000 for each teacher, with both the company and term and conditions of the policy to be approved by the Board.

Section 7. **Protection from Suit**

The Board will, in accordance with Section 5/10-20.20 of the *Illinois School Code* (105 ILCS 5/10-20.20), indemnify and protect members of the bargaining unit against civil rights damage claims and suits, constitutional rights damage claims and suits and death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

Section 8. **Credit for Teaching Experience**

Effective September 1987, newly employed teachers may be awarded full credit on the salary schedule for teaching experience outside of the district, provided that said service was rendered after the attainment of a bachelor's degree.

Section 9. **Salary Changes - Post Graduate College/University Work**

A. Changes in salary shall become effective on the first day of the semester following receipt and approval by the Board, of certification from the college or university that the

ARTICLE IV. SALARY AND FRINGE BENEFITS

additional credits have been earned or the higher degree has been awarded. For the purpose of this section, each semester shall be held to begin September 1 and February 1 of each year. Increases are limited to payment for fifteen (15) semester hours beyond the bachelor's degree unless a master's degree is achieved. Further salary changes will occur after each group of fifteen (15) semester hours has been achieved and verified beyond the master's degree, up to a limit of forty-five (45) semester hours.

- B. All hours of college, university or in-district credit acquired after granting of a bachelor's or master's degree in their teaching or related field of education which may benefit the district and is approved by the Board, in advance, shall apply toward salary advancement.

In-district credit shall be given on the basis of ten (10) hours of class work to be equal to one hour of credit on the salary schedule. A maximum of fifteen (15) hours of in-district credit can be applied toward salary advancement.

- C. Teachers will be moved to the appropriate step on the salary schedule at the beginning of each school year. Lane changes will be made as soon as possible following the documentation deadlines of September 1st and February 1st. If a teacher has been "frozen" on a step during a previous school year(s) and qualifies to move across the salary schedule to another lane by September 1st, movement will be restricted to one step down regardless of number of years "frozen". Teachers who change lanes in February will only move across the schedule.

Section 10. **Salary**

- A. The Salary Schedules for each school year of this Agreement are attached as Appendices A, B, C, D and E.
- B. Pick-Up of Employee's Contribution to Teacher Retirement System
 1. From each teacher's salary amount as reflected on the salary schedule, and not in addition to said amount, the Board shall remit to the Teachers' Retirement System the amount of 9.4% of said amount. It is the intention of the parties to qualify such payments as picked up and paid by the Board, on the teachers' behalf, as employer payments pursuant to Section 414(h) of the *Internal Revenue Code*. The Board does not warrant that the deduction made from teachers' salaries pursuant to the paragraph are deemed excludable from teachers' gross wages.
 2. Should the procedure specified in the above paragraph (1) be declared illegal by a court of law, or should the procedure be disapproved by the Internal Revenue Service as an unlawful method for deferring taxation of income under the *Internal*

ARTICLE IV. SALARY AND FRINGE BENEFITS

Revenue Code, the procedures will be void and unenforceable and the Southwest Suburban Federation of Teachers, AFT Local 943 and individual members of the bargaining unit hereby agree to indemnify the Board of Education for any income tax withholding or other liability which results from the implementation of procedures specified in paragraph (1) above.

3. The Southwest Suburban Federation of Teachers, AFT Local 943, agrees that it is in the intent of the parties that the indemnification provision contained above in paragraph (2) is a commitment upon the part of the Southwest Suburban Federation of Teachers, AFT Local 943 and that the individual members of the bargaining unit are ultimately liable to the Board of Education for any liability incurred by virtue of implementing the Teacher Retirement Contribution section. Therefore, the indemnification contained in paragraph (2) may at the option of the Board be effected by recouping any withholding tax liability from the individually responsible teachers rather than resorting to the Southwest Federation of Teachers, AFT Local 943 for indemnification.

Section 11. **Extended Service Salary Schedule**

If, during the term of this Agreement, the Board shall create any additional extended service positions or incorporate any of the duties of any existing extended service positions into the regular work day, then the rate of pay for such positions shall be subject to negotiations between the Board and the Union, the provisions of Article I, Section 4, to the contrary notwithstanding. The listing of positions contained in this section is not a guarantee that each activity will be conducted or continued.

The Extended Service Salary Schedule is attached as Appendix F.

Section 12. **Group Dental Plan**

The Board shall make available to all full-time employees a Group Dental Plan to be provided by an insurance company or companies to be selected by the Board. Said Plan shall provide employees with the option of selecting either single or family coverage.

Employees who enroll in said Plan shall pay the applicable monthly premium for the coverage selected by authorizing a payroll deduction. The Board shall contribute \$400.00 annually, prorated on a monthly basis, toward the monthly premium cost for each enrolled employee. However, in no event shall the Board's contribution exceed the actual cost of the employee's monthly premium.

Employees on unpaid leave may continue, at their own expense, to be enrolled in said Dental Plan providing that there is agreement upon the part of the Board approved insurance company

ARTICLE IV. SALARY AND FRINGE BENEFITS

and provided that the premium costs are in the business office thirty (30) days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.

Section 13. **Early Retirement Incentive Option**

- A. To be eligible to participate in the Early Retirement Incentive Option (a/k/a “Modified ERO” under TRS rules), an employee must meet the following criteria:
1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of teaching for which retirement contributions were required (per P.A. 94-0004 or amendments thereto).
 2. Must have completed at least fifteen (15) years of full-time employment in District 123, including final year.
 3. Must have completed twenty (20) years of creditable service under the Illinois Teachers’ Retirement System and meet all other requirements for retirement set forth by said System.
 4. Must retire by June 30 of the final year of this Agreement.
- B. At the discretion of the Board, the number of employees under age 60 who may elect to participate in the Early Retirement Incentive Option may be limited to ten percent (10%) of the employees under age 60 who are eligible for participation with the right to participate to be allocated among those applying on the basis of seniority in service to the District.
- C. Requests to participate in the Early Retirement Incentive Option shall be submitted in writing no later than February 1 of the final year of employment. In the event the number of requesting employees exceeds the limitations specified above, priority shall be given on the basis of the number of years of service in the district.
- D. Employees who participate in the Early Retirement Incentive Option shall be entitled to the following:

The Board shall pay the “one-time employer contribution” if any, which may be required to be paid to the Teachers’ Retirement System pursuant to the provisions of 40 ILCS 5/16-133.2. In addition to this amount, the Board will pay eight and one-half percent (8.5%) of the “one-time employee lump-sum contribution/buy out obligation” for the lesser of the following two periods: (1) for each year that the teacher is under age 60; or (2) for each year that the teacher’s creditable service is less than thirty-five (35) years. The teacher will be responsible for the remaining “one-time employee lump-sum contribution/buy out obligation” required by TRS.

ARTICLE IV. SALARY AND FRINGE BENEFITS

- E. Notwithstanding any of the provisions of this Section 13, the Board shall not be required to (1) pay any benefit under Section D that would subject the Board to any additional payment to TRS under P.A. 94-0004, subsequent amendments to the Pension Code or TRS rules; or (2) pay any benefit under Section D if the teacher has received any increase in TRS creditable earnings in excess of 6% for any school year used to calculate the teacher's TRS pension that would require a payment by the Board to TRS.
- F. If this option is selected, the Early Retirement Program of Article IV, Section 14 will not apply.

Section 14. **Early Retirement Program**

- A. To be eligible to participate in the District 123 Early Retirement Program, an employee must meet the following criteria:
 - 1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of teaching for which retirement contributions were required (per P.A. 94-004. amendments thereto, or TRS rules);
 - 2. Must have completed at least fifteen (15) years of full-time employment as a teacher in District 123, including final year;
 - 3. Must meet all eligibility requirements for the receipt of a retirement annuity under the Illinois Teachers' Retirement System ("TRS");
 - 4. Must submit in writing an irrevocable statement of intent to retire to the Superintendent by May 1 prior to the school year in which benefits are to begin.
 - 5. Must not require the use of the Early Retirement Option under P.A. 94-0004, or amendments thereto, to retire; and
 - 6. Must retire by June 30 of the final year of this Agreement.
- B. Employees who participate in the District 123 Early Retirement Program shall be entitled to the following:

For each of up to four (4) school years of the employee's plan until the employee's retirement (not later than the final year of this Agreement), the Board shall provide the employee with a 6% increase in TRS creditable earnings. In order for the annual increase to include an increase in creditable earnings not paid under the Salary Schedule (e.g., Extended Service Schedule duties and responsibilities), the employee must continue to perform all of such duties for each of the years following the written notice of the election to participate. If the

ARTICLE IV. SALARY AND FRINGE BENEFITS

employee does not continue to perform duties not compensated on the Salary Schedule, the amount paid for such duties in the previous school year shall be deducted from the total creditable earnings for that year before the 6% increase is applied.

- C. Notwithstanding any of the provisions of this Section 14, the Board shall not be required to (1) pay any benefit under Section B that would subject the Board to any additional payment to TRS under P.A. 94-0004, subsequent amendments to the Pension Code or TRS rules; or (2) pay any benefit under Section B if the employee has received an increase in TRS creditable earnings in excess of 6% for any school year used to calculate the Teacher's TRS pension that would require a payment by the Board to TRS.
- D. Health Insurance

The Board will pay the actual cost of the retired teacher's single health insurance premium in the Teachers' Retirement System's health insurance program for those teachers who elect to retire for sixty (60) consecutive months following the teacher's retirement from the District or until the retired teacher reaches age sixty-five (65), whichever first occurs. Teachers eligible for such continued insurance coverage must be at least 55 years of age. Date of eligibility is to be determined as of June 30 of any year.

Section 15. **Tuition Reimbursement**

- A. Establishment of Fund

The Board shall establish a fund for tuition reimbursement in the amount of \$40,000.00 and shall reimburse a maximum of \$150 per course hour during the term of this Agreement.

If all requests for reimbursements do not exceed the sum indicated above, then and only then shall all teachers submitting reimbursement requests receive the actual cost of tuition. The difference between the fund maximum of \$40,000.00 and the total of all requests made and validated will be divided by the total number of semester hours for which the \$150 per hour maximum was insufficient to cover the actual tuition paid. That amount will be paid, in addition to the per course maximum, until the fund is depleted or until all actual costs have been reimbursed. In no case, will requests be reimbursed in excess of actual tuition paid.

If, however, the sum total of reimbursement requests exceeds the sum indicated above, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sum.

ARTICLE IV. SALARY AND FRINGE BENEFITS

This maximum fund amount shall be available annually to reimburse tuition for graduate-level course work completed each year during the term of this Agreement. Actual payment of the reimbursement shall not occur, however, until after September 30 of the following school year in accordance with the procedure set forth below.

If undergraduate courses are specifically required by the administration or by the college or university for admission into or completion of an advanced degree program, they will be included in the pool.

B. Eligibility

All full-time employees are eligible to participate in the Tuition Reimbursement Plan. Such employees shall be entitled to reimbursement for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

1. The graduate-level course was approved by the Superintendent within two (2) weeks of enrollment in the course.
2. The employee attained a grade of "C" or better in the course (or a grade of "passing" in the event no letter grades were assigned).
3. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
4. The employee requested reimbursement in accordance with the procedures set forth below.

Notwithstanding the foregoing, no teacher shall receive reimbursement for the completion of greater than sixteen (16) hours of course work during any given school year.

C. Reimbursement Procedure

Teachers requesting reimbursement must submit suitable evidence of successful course completion for the same before September 30 of the school year following completion of the graduate course work. Failure to submit the request for reimbursement by September 30 will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement, the teacher must return as a regular employee of School District 123 the September following completion of their course work. Failure to submit official transcripts by December 31 of each year shall result, without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board.

ARTICLE IV. SALARY AND FRINGE BENEFITS

Section 16. **Vision Fund**

The district shall establish a reserve based upon a \$100 reimbursement per qualified employee, per school year, toward the cost of eye examination, prescription eyeglasses or prescription contact lenses. Evidence of such examination or purchase of corrective lenses shall be by submission of a Request For Reimbursement Form and accompanied by a receipt from a duly qualified, licensed, eye care professional. Such reimbursement shall be made in October and May of each year.

Section 17. **Compensation for Expanded Service Role**

When teachers' job descriptions change to require them to assume responsibilities in addition to their regular classroom duties and to those associated with carrying out those duties, they will be paid an amount in addition to the salary scheduled for those regular teaching responsibilities. The additional remuneration will be paid only when such changes constitute an expanded service role (i.e., coordinator, facilitator, director, consultant, etc.) that requires work beyond the normal school day and year as defined in Article II, Section 10. Such compensation will be agreed upon by the administration and the staff member and will be based upon the rate provided in the Extended Service Salary Schedule.

Section 18. **Tax Sheltering of Health and Dental Teacher Payments**

The District will implement an IRS 125 Flexible Benefit Plan. The "125 Plan" will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying premium health and dental insurance payments and any other benefits as determined by the district.

Section 19. **Salary Schedule Movement for Part-time Employees**

If part-time employees work for a full year, they will advance a full year on the salary schedule but will receive the percentage of that step they work.

Part-time employees who begin employment after January 1 will remain on their initial step for the second school term of part-time employment. After that they will advance one year for each year of service. Salary will be calculated by using the percentage of the step they work.

Section 20. **Flexible Spending Accounts**

Through an appropriate salary reduction agreement, interested employees may establish a dependent care flexible spending account to reimburse themselves for the cost of child care and dependent care. Employees may also establish medical flexible spending accounts to reimburse

ARTICLE IV. SALARY AND FRINGE BENEFITS

themselves for medical, dental, or vision expenses not covered by insurance. This program will begin as soon as possible or no later than September 1, 2001.

Section 21. **Compensation for Attendance at Staff Development Activities and Participation in District-Level Committee Work--Post School Day**

- A. When a teacher enrolls in a district-approved staff development activity conducted before or after the normal teacher work day, he/she may choose one of the following:
1. to be compensated at the rates established below
 2. to be awarded credit toward movement on the salary schedule per Article IV, Section 9
 3. to be awarded credit toward movement on the salary schedule, per Article IV, Section 9, in addition to the accumulation of Continuing Professional Development Units (CPDU's) and/or Continuing Education Units (CEU's) as defined by the Illinois State Board of Education for the purpose of certificate renewal.
- B. When a teacher participates as a member of a district-level committee which is scheduled to be conducted exclusive of the normal teacher work day, he/she may choose one of the following:
1. to be compensated at the rates established below
 2. to accumulate Continuing Professional Development Units (CPDU's) and/or Continuing Education Units (CEU's) as defined by the Illinois State Board of Education for the purpose of certificate renewal.
- C. Building-level committee work may qualify for this compensation if the following criteria is met:
1. the focus of the building-based committee is clearly defined and has a direct connection to the building's school improvement plan;
 2. the committee is scheduled to meet exclusive of the normal teacher work day with meeting time of 1 hour or longer;
 3. a formal request for the establishment of a committee is jointly made by the building principal and the building staff to the Superintendent/designee prior to the tentative committee "start" date.

ARTICLE IV. SALARY AND FRINGE BENEFITS

- D. The Superintendent's decision will be final regarding the establishment of all compensated committee activities.
- E. Compensation shall be at the rate provided in the Extended Service Salary Schedule.

Section 22. **Compensation for Student Instruction – Pre/Post School Day**

When teachers agree to provide student instruction or instructional support beyond the established school day, they will be compensated at the rates established on the Extended Service Schedule. For the purposes of this agreement, student instruction activities that qualify for this compensation are as follows: summer school; preschool screening; kindergarten screening; tutorial; Power Hour; Study Buddies; Homework Help; and Homework Club.

Section 23. **Staff Development Instruction/Teaching Community Classes**

Staff development instructors will be paid at the rate shall be at the rate provided in the Extended Service Salary Schedule for classes taught outside of the regular teacher work day that have been pre-approved by the Superintendent or designee.

Those teachers involved in teaching community classes, approved by the superintendent, shall be paid at the same rate. Examples of community classes are Family Math and computer classes for parents and community members.

For those classes involving more than one instructor, the instructors shall submit to the Superintendent or designee for approval an outline of the course and the reasons for the need of more than one instructor.

Section 24 **Master Teacher Certificate -- One Time Monetary Award Recognition**

When a teacher, through participation in the certificate renewal process, has received a Master Certificate or becomes National Board Certified and is also employed in a position that legally requires certification, he/she will receive a "one-time" monetary award at the beginning of the next school year in the amount of 5% of the salary listed on the salary schedule for that year.

ARTICLE V. PAID LEAVES

Section 1. Sick Leave

- A. Full-time employees who report for duty or are on paid sick leave on the first day of a school year shall be credited with fourteen (14) days of paid sick leave three (3) of which may be used for personal business/emergency leave (see Article V, Section 3). Full-time employees who are hired or return from an unpaid leave after the first school day of a school year shall be credited with a pro-rata share of such paid sick leave based on the portion of the year for which they are employed. Provided, however, if such an employee is hired or returns to duty after the close of the second marking period, he/she shall receive a total of one day of sick leave per month for each full calendar month worked.

A teacher who uses three (3) or fewer sick leave days in a school year will be awarded an additional day of personal business leave upon his/her return to work for the next school year. The teacher may accumulate no more than two (2) such days based on this provision. All other provisions of Section 3 Personal Business/Emergency Leave shall also apply to these good attendance personal business days.

- B. Part-time employees who are scheduled to work the equivalent of at least one-half day each day of the week throughout the school year shall be entitled to a pro-rata share of such paid sick leave based on the portion of a full day's equivalency for which they are employed. Such part-time employees who report for duty or are paid sick leave the first school day of a school year shall be credited with a pro-rata share of said entitlement based on the portion of the year for which they are employed.
- C. A teacher must continue the practice of contacting his/her principal in a timely manner relative to the use of sick leave. However, an automated recording system for teacher absences will be established at the district-level to facilitate the hiring of substitutes. A teacher who will be absent will call the designated substitute call-in number and leave a message on the principal's school voice mail number by 6:00 a.m. on the day of the absence. The teacher will then contact and attempt to speak with the principal by noon.
- D. Unused sick leave days shall accumulate without limit. The teacher will be paid \$30.00 per unused day if not used for TRS purposes. Payment shall be made to the teacher as a lump sum severance payment during the month of August following the end of the school year of the teacher's retirement.
- E. Accumulated paid sick leave days may be used in cases of personal illness, quarantine at home or serious illness or death of anyone residing in the employee's household or immediate family. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.

ARTICLE V. PAID LEAVES

- F. An employee who is eligible to receive worker's compensation temporary disability benefits for a period of absence during which he/she also receives paid sick leave shall be required to turn over to the district the amount of such worker's compensation benefits. Provided, however, such an employee's sick leave accumulation shall only be reduced in proportion to the amount of salary received in excess of the worker's compensation benefits. An employee who has exhausted his/her sick leave accumulation shall not receive full salary and shall not be required to turn over any worker's compensation benefits which he/she receives.

Section 2. Sick Leave Bank

- A. Eligible employees as defined below may voluntarily participate in a Sick Leave Bank (Bank) which shall be administered by a Sick Leave Bank Committee (Committee) composed of seven (7) participating employees who shall be appointed by the Union. Said Committee shall adopt and/or amend rules and regulations for administering the Bank in accordance with the terms of this Agreement.

The president of the council shall act as an ex-officio member of the Committee and shall vote in place of any Committee member when said Committee member makes application to withdraw days from the Sick Leave Bank.

- B. All tenured employees who carry forward at least fourteen (14) sick leave days from the prior school year shall be eligible to join the Bank during the month of September.
- C. To join the Bank, an eligible employee must submit to the Superintendent and the Committee, during the month of September, a written application on the form attached hereto as Exhibit 1. Upon being determined to be eligible by the Superintendent, such employee shall have two (2) sick days deducted from his/her personal accumulation and irrevocably transferred to the Bank. Membership in the Bank shall remain in effect until a member resigns or until such time as a member refuses to contribute additional sick days as may be required by the Committee. Resignation must be made in writing and directed to the chairperson of the Sick Leave Bank.

A person who cancels his/her membership must, to again become a member in good standing, contribute to the Bank the number of days assessed on the members for contribution to the Sick Leave Bank during the period of time of the cancellation plus the normal contribution required for membership.

A Sick Leave Bank member who is on an authorized, unpaid leave from the district shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such employees shall be required to contribute to the Sick Leave Bank any days assessed on members during the time of the unpaid leave at the time of return to active membership.

ARTICLE V. LEAVES

- D. The maximum number of sick days which may be accumulated in the Sick Leave Bank is twice the number of members. If the number of sick days in the Bank is depleted to an amount less than thirty percent (30%) of the number of members, the Committee may request each member to donate one (1) sick day to the Bank. If a member refuses to donate said additional sick day, his/her membership in the Bank shall be cancelled. Any member who is unable to contribute said additional sick day because he/she has exhausted his/her personal accumulation shall be required to make such contribution at such time as he/she is credited with additional sick leave days. Failure to make such a contribution shall result in cancellation of membership in the Bank.
- E. Members of the Bank may draw on the accumulation of the Bank as follows:
1. A Bank member who has first exhausted his/her personal accumulation of sick leave days and who has been absent without pay for two (2) consecutive days due to personal illness shall be eligible to apply to the Committee for authority to withdraw and use sick days from the Bank.
 2. Application shall be made by such Bank member in writing to the Committee and shall be accompanied by written verification of the illness by a licensed physician.
 3. Authority to withdraw sick days from the Bank shall be made only upon the approval of a majority of the members of the Committee. If the Committee grants authority to withdraw, it shall notify the Superintendent in writing as to the number of days authorized for withdrawal. Upon receipt of such authority, granted in accordance with this Section, the accumulation of the Bank shall be reduced by the number of authorized sick days withdrawn which shall then be credited to said member's personal accumulation. A Bank member shall have no right to grieve or arbitrate the Committee's decision of whether or not to approve his/her application. No withdrawals may be authorized and made if there is not a sufficient accumulation in the Bank to cover the sick leave requested.
 4. The maximum number of Bank sick days which a member may withdraw is sixty (60) during the life of this contract (August 29, 2000 through August 26, 2005).
- F. The Bank shall be automatically terminated in any year in which membership is less than fifteen (15) employees. In the event the Bank is terminated, the available Bank accumulation will be equally divided by the Committee among the remaining Bank members with the remaining dollar value being converted to sick days as determined by the prorated average annual salary of said members. However, no members will receive more than the total number of days he/she has contributed and no distribution will be made of less than half-day increments.
- G. Membership in the Bank shall be voluntary. The Union agrees on behalf of itself and on behalf of all members of the bargaining unit that it shall indemnify and hold harmless

ARTICLE V. LEAVES

Cook County District 123, the Board of Education, its members, officers, employees and/or agents from and against any and all claims, demands, actions, suits or other forms of liability, including the costs of defense thereof, that shall arise from the existence and/or administration of the Sick Leave Bank and the provisions of this Article.

- H. Any Bank member who is receiving benefits under the Teachers' Retirement System or Worker's Compensation Act may not avail himself/herself of any benefits of the Bank.
- I. Any costs and labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union.

Section 3. **Personal Business/Emergency Leave**

Each teacher will be entitled to three (3) days of personal business/emergency leave. If not used, such days will revert back to and become part of accumulative sick leave. (See also Sick Leave Section 1.A.) The purpose of such leave will be to attend to those matters which may not be taken care of during other than school time. Examples of such leave will be legal business, attendance in Court, graduation, ceremonial occurrences or religious holidays, and personal business. Such leave may not be used to extend a holiday or vacation period, travel or for outside employment.

Whenever possible, application for such leave will be made to the principal, with the approval of the Superintendent, at least two (2) days in advance of taking such leave.

Days may not be taken during the first or last week of school or before or after a school holiday or vacation period.

At the sole judgment of the Superintendent, the requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

Section 4. **Sabbatical Leave**

A teacher shall be eligible to apply for sabbatical leave of absence of one year, after six (6) years of service in District 123, for the purpose of: a) study and scholarly pursuits, and b) travel as approved.

- A. The cost to the Board for teachers granted such leave, for salary, pension and fringe benefits, shall be 75% of the basic salary as if the teacher were in actual service, or as provided by the School Code, whichever is larger. The teachers on sabbatical leave shall continue to progress on the salary schedule as a teacher in service.

ARTICLE V. LEAVES

- B. A teacher must agree to return to District 123 to teach for one year or refund salary paid unless such return is prevented by illness or incapacity.
- C. Two teachers may be granted leaves concurrently in any one year.
- D. A joint Administrative-Union Committee shall make recommendations to the Board on applicants for sabbatical. In cases of equal merit, consideration will be given to applicants' experience in District 123. In all cases, however, the decision of the Board shall be final.

Section 5. **Professional Meeting Leaves**

- A. Upon approval of the Superintendent, whose decision shall be final, professional personnel may be released from their teaching duties to attend professional meetings without loss of pay or personal leave.
- B. In the event the teacher is required by the administration to attend professional meetings on school time such leave will be at no expense to the teacher and the time spent will not be deducted from personal leave. Legitimate expenses incurred by the teacher in attending such meetings will be reimbursed following the submission of proper documentation.

Section 6. **Union Leave**

A cumulative maximum of five (5) days of Union Leave shall be granted each year for the purpose of allowing Council representatives to attend local, state or national conferences or other business pertinent to Council affairs without loss of pay. The Union shall reimburse the District for its costs in providing a substitute for each day of Union Leave taken by an employee. Employee requests for Union Leave must be made to the Superintendent at least forty-eight (48) hours in advance.

Section 7. **Bereavement Leave**

A teacher may use up to five (5) days bereavement leave without salary deduction or reduction in sick leave reserve when the teacher's absence is the result of the death of the teacher's parent, spouse, domestic partner, or child.

A teacher may use up to two (2) days bereavement leave without salary deduction or reduction in sick leave reserve when the teacher's absence is the result of the death of the teacher's sibling, grandparent, parent-in-law or sibling-in-law.

ARTICLE V. LEAVES

To be eligible for use of bereavement leave for a domestic partner, a teacher must complete and file with the Superintendent an affidavit of domestic partnership wherein s/he attests:

1. They are each other's sole domestic partner, responsible for each other's common welfare;
2. Neither partner is legally married to another individual;
3. The partners are not related by blood or any closer than would bar marriage under Illinois law;
4. Each partner resides at the same residence;
5. Two of the following conditions exist for the partners:
 - a. The partners have been residing together for at least twelve (12) months prior to filing the affidavit of domestic partnership;
 - b. The partners have common joint ownership of a residence;
 - c. The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will;
 - d. The partners have at least two of the following: (1) joint ownership of a vehicle, (2) joint credit account, (3) joint checking account, and (4) lease for a residence identifying both domestic partners as tenants.

Section 8. **Court Appearances**

An employee who is required to serve on jury duty or receives a subpoena to serve as a witness during his/her workday shall receive his/her full salary without loss of sick leave or personal leave if he/she surrenders the fee received for jury duty or the subpoena appearance, less the allotted travel allowance.

ARTICLE VI. UNPAID LEAVES

Section 1. **Extended Personal Leave**

- A. All tenured employees may apply for an unpaid Extended Personal Leave for the purposes set forth below by making a written request to the Board. Except in cases of emergency, such application must be made to the Board by March 1, prior to the start of the school year for which leave is sought. The granting or denial of such request shall be at the sole and exclusive discretion of the Board and shall not be subject to the grievance and arbitration procedures of this Agreement.
- B. Such requests for Extended Personal Leave may be granted for the following purposes:
 - 1. Illness in the applicant's immediate family as that term is defined in Article V, Section 1, of this Agreement.
 - 2. Additional education, travel, study or other career alternatives.
- C. Except in cases of emergency, Extended Personal Leave may only be granted for a full school year. If an emergency Extended Personal Leave is approved by the Board to commence during a school year, it shall extend for the duration of the full school year during which it commenced.
- D. All employees on Extended Personal Leave as of March 1 of each year shall, before said date, provide the Board with written notice as to whether or not they will be returning to the District at the beginning of the next school year. All employees who commence an emergency Extended Personal Leave after March 1 of each year shall provide the Board with written notice by the end of the school year as to whether or not they will be returning to the District for the beginning of the next school year. Failure to so notify the Board as herein required shall constitute a resignation from the District.

Section 2. **Temporary Disability Leave**

- A. All employees who are unable to perform their duties due to a temporary illness or incapacity shall first be required to exhaust all paid leave benefits to which they are entitled before they apply for an unpaid Temporary Disability Leave.

A temporary illness or incapacity is defined as any physical or mental condition which prevents the performance of an employee's duties for a period of not more than twenty-four (24) months following the last day for which said employee was entitled to receive pay.

ARTICLE VI. UNPAID LEAVES

- B. A request for such leave shall be made in writing to the Board and shall be accompanied by a certificate from the applicant's physician verifying that he/she is unable to perform his/her assigned duties due to a temporary illness or incapacity as herein defined.

An employee who makes application in accordance with this Section shall be entitled to unpaid Temporary Disability Leave for a maximum duration of twenty-four (24) months following the last day for which he/she was entitled to receive pay.

- C. Before terminating a teacher's employment on the grounds that he/she is "permanently disabled," the Board will obtain verification or certification from a licensed physician as to whether the individual is able to return to work with or without reasonable accommodation. If a physician verifies that an employee may not return to work with or without reasonable accommodation, the Board may then deem the employee permanently disabled and may commence dismissal proceedings subject to the provision of the School Code and the ADA.

Section 3. Parental Leave

- A. A tenured employee who is pregnant shall be entitled to unpaid Parental Leave which may commence before and/or after the delivery of the child or any period of disability associated with the pregnancy. Such teacher who does not avail herself of the Parental Leave provisions herein shall be limited to the Sick Leave and Temporary Disability Leave provisions of this Agreement.

Except in cases of emergency, such an employee who seeks a Parental Leave prior to delivery shall so notify the Superintendent in writing at least sixty (60) days prior to the date on which she requests such leave to begin. She shall include with such notice a physician's statement certifying her pregnancy and the expected date of delivery. The employee and the Superintendent shall determine the commencement of such leave after taking into consideration such factors as continuity of instruction and the expected date of delivery.

Except in cases of emergency, such an employee who seeks a Parental Leave to commence at such time after delivery when she is physically able to return to work shall so notify the Superintendent in writing no later than sixty (60) days prior to the anticipated commencement of the leave.

- B. A male tenured employee shall be entitled to an unpaid Parental Leave which may commence at any time during the semester in which his child is born. Except in cases of emergency, such an employee shall notify the Superintendent of his desire to take such leave at least sixty (60) days prior to the date on which he requests his leave to begin. The employee and the Superintendent shall determine the commencement of such leave taking into consideration the continuity of instruction.

ARTICLE VI. UNPAID LEAVES

- C. A tenured employee adopting a child shall be entitled to an unpaid Parental Leave which may commence at any time during the semester in which such employee receives actual custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Said employee shall notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least sixty (60) days prior to the date on which his/her leave is to begin. The employee and the Superintendent shall determine the commencement of such leave taking into consideration the continuity of instruction.
- D. Parental Leave shall extend to the last school day of the school year during which the leave commenced, the school year being defined as the period from July 1 to the following June 30. If such leave amounts to less than four (4) months, such an employee shall be entitled to Parental Leave for an additional school year if requested. Additional Parental Leave for less than a full school year shall not be granted.

A teacher may request a Parental Leave that will begin during the first semester and end at the beginning of the second semester where the teacher's remaining FMLA leave will not cover the first semester.

- E. An employee on Parental Leave shall notify the Board in writing of his/her intention of whether or not to return to work the following school year no later than March 1 before the close of school in the year the leave expires. Failure to so notify the Board shall constitute a resignation from the District.
- F. In its sole and nonreviewable discretion, the Board may allow a Parental Leave to a nontenured teacher. When such nontenured teacher returns from his/her Parental Leave, s/he will begin a new probationary period.

Section 4. **Effects of Unpaid Leaves**

Unless specifically provided otherwise in the preceding Sections of this Article, the effects of taking unpaid leave shall be as follows:

- A. An employee's tenure (if any) and accumulated sick leave (if any) shall not be lost as a result of taking an approved unpaid leave.
- B. For purposes of advancing a full step on the salary schedule or determining years of service with the District, service credit shall only accumulate for an employee on unpaid leave if the employee actually works at least ninety (91) days for the school year.
- C. Upon application, employees on unpaid leave shall be eligible for employment as substitutes.

ARTICLE VI. UNPAID LEAVES

- D. Employees on unpaid leave may continue, at their own expense, to be enrolled in the district's health insurance program providing that there is agreement upon the part of the Board approved insurance company and provided that the premium costs are in the business office 30 days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.
- E. Employees on unpaid leave whose reason(s) for such leave changes shall be eligible to apply for employment if positions for which they are qualified should become available during such leave.
- F. Employees on unpaid leave shall be subject to honorable dismissal from the district to the same extent as are active employees.
- G. Upon the expiration of his/her unpaid leave, an employee who has not resigned or otherwise been terminated shall be assigned to any position for which he/she is qualified and need not be assigned to the same position held at the time leave was granted.

Section 5. **Family and Medical Leave Act Leave**

A. Eligibility

A teacher who has been employed by the Board for at least twelve (12) months, and is either a full-time teacher or has worked at least 1,250 hours during the preceding twelve (12) months, is eligible for medical and/or family leave in accordance with the *Family and Medical Leave Act* (FMLA). FMLA Leave is unpaid unless either the Board or the teacher elects to substitute up to twelve (12) weeks accumulated sick or Personal Business/Emergency Leave for FMLA Leave. In this event, paid leave (i.e., sick or personal) shall run concurrently with FMLA Leave. The total FMLA Leave shall not exceed twelve (12) weeks during a twelve (12) month period. For purposes of FMLA Leave, the twelve (12) month period begins on the first day of the school term during which the leave is requested to begin and ends on the day prior to the beginning of the next school term. For purposes of this paragraph, "school term" shall be deemed to include any orientation or institute days prior to the first day of student attendance.

B. Purpose of Leave

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than 12 months after the birth of the child;
2. The placement of a child with the employee for adoption or foster care provided the leave is taken no later than twelve (12) months after the placement of the child;

ARTICLE VI. UNPAID LEAVES

3. The care of the teacher's spouse, parent, or child with a serious health condition;
or
4. The treatment of a teacher's own serious health condition that makes the teacher unable to perform the functions of the job.

C. Failure to Return

If the teacher fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition or other conditions beyond the control of the teacher, premiums paid for coverage during the leave may be recovered from the teacher.

D. Verification

Within fifteen (15) calendar days after the Superintendent/designee makes a request, a teacher must support a request for a family and medical leave, when the reason for the leave is covered under B.3. or B.4. above, with a certificate completed by the teacher's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

E. Notice

If possible, a teacher must provide at least 30 days' notice to the district of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within two (2) business days of when the need becomes known to the teacher. A teacher shall provide at least verbal notice sufficient to make the district aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the teacher provides notice.

F. Return to Work

A teacher returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the district's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

ARTICLE VI. UNPAID LEAVES

G. Intermittent Leave

Leave under this provision may be taken intermittently under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently only if approved by the Superintendent.

H. Continuation of Insurance Coverage During Leave

The employee may continue insurance coverage while on leave with the employee and the employer paying their premium shares according to the collective bargaining agreement.

I. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this Section of this Article shall, as of the date of the repeal, no longer be in force and effect.

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

Section 1. **Board Rights**

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- F. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

Section 2. **No Strike**

The Union agrees not to strike, not to engage in any work stoppages, and not to picket, any of which of the foregoing in any manner would tend to disrupt the operation of any public school in School District 123, or the Administration offices of the Board of Education of School District 123.

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

Section 3. **Equal Representation**

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment and the settlement of grievances.

Section 4. **Use of School Facilities**

The Union shall have the use of a room in a school for meetings in accordance with district room utilization procedures.

Section 5. **Union Right to Address Faculty**

- A. The Union shall be allotted a brief time during the workshop for orientation of new staff.
- B. The Union president or his designee shall have the right to briefly address the faculty on the first institute day of the school year.
- C. After the close of each regular faculty meeting, the Union shall have the right to make announcements and give brief reports.

Section 6. **Union Right to Information**

The Board shall furnish the Union president with the following documents and kinds of information as they are received, completed, or compiled or as otherwise indicated:

- a. Board agenda
- b. Official minutes of Board meetings
- c. Board Policy manual and revisions
- d. Current fiscal year budget
- e. Faculty directory including home address and telephones listed
- f. The Board and the Union shall make available to each other upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this agreement, provided that neither party shall be required to research or compile information especially for the other.

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

Section 7. **Union Right to meet with the Superintendent**

The Superintendent shall meet, as needed with the President of the Union, or his designee, to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

Section 8. **Deduction of Union Dues**

- A. In accordance with applicable law, the Board will deduct from the pay of members of the bargaining unit, from whom it receives written authorization, the required amount of Union dues and contributions. The dues payments and the list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than thirty (30) days after such deductions were made.
- B. The Board shall deduct said annual union contributions from such employees earnings in eighteen (18) bi-weekly installments over the course of the school year, each in approximately uniform amounts equal to the annual charge divided by eighteen (18).
- C. The Board shall commence such deduction beginning with the first payroll period through the 18th payroll period of the school year. Employees who authorize such deductions after the start of school year shall only have deducted from the earnings the installments remaining due generally during the remainder of the school year, commencing with the first payroll period which begins on or after the receipt of said written authorization.

Section 9. **Deduction of Non-member Fair Share Fee**

- A. Establishment of Fair Share Fee

Every employee who is hired by the Board after August 27, 1984, and who is not a member of the Union, shall be required to pay their fair share of the cost of the services rendered by the Union that are chargeable to non-members under State and Federal law.

All employees who are members of the Union on or after the effective date of this Agreement shall maintain their membership in said Union during the duration of the agreement or shall pay a fair share fee to the union for the cost of the services rendered by the Union that are chargeable to non-union members under state law. Such charges will be effective sixty (60) days after the date of hire.

The Union shall submit written notice to the Board by August 15 of each year which specifies the annual amount of the Fair Share fee and must certify that the fee constitutes

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

the fair share and does not exceed the dues uniformly required of members of the the Union.

B. Deduction of Fair Share

The Board shall deduct said annual Fair Share Fee from such employees's earnings in eighteen (18) bi-weekly installments over the course of the school year, each in an approximately uniform amount equal to the annual Fair Share Fee divided by eighteen (18).

Such employees who are hired after the start of the school year shall only have deducted from their earnings the installments remaining due generally during the remainder of the school year. The Fair Share fee payments and a list of employees and the amount deducted from each shall be forwarded to the union treasurer not later than thirty (30) days after such deductions are made.

C Right to Object/Religious Exemption

Non-members have the right, under the *Illinois Educational Labor Relations Act*, to object to the amount of the fee and may do so by filing with the Illinois Educational Labor Relations Board, at 320 West Washington, 2nd Floor, Springfield, Illinois 62701-1135 or 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. The necessary forms and other additional information are available from the Illinois Educational Labor Relations Board.

Also, non-members who may object to payment of a Fair Share fee because of bonafide religious tenets or teachings of a church or religious body of which such employees are members, may, upon approval of their objection by the Illinois Educational Labor Relations Board, pay an amount equal to their fair share fee to a non-religious charitable organization.

Such payments shall be deducted and transmitted to the charitable organization in the same manner as prescribed in Section B.

The charitable organization shall be designated by mutual agreement between the Union and the objecting employee. Failing mutual agreement, the Board shall transmit the deducted amount to one of the charitable organizations on the list maintained for such purposes by the Illinois Educational Labor Relations Board.

D. Indemnify and Hold Harmless

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof that

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

shall arise out of complying with the above provisions of this article, or reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

Section 10. **Printing and Distribution of Agreement**

The Board and the Union shall share the expenses for the printing of one copy each of the Agreement for School District 123 bargaining unit personnel. The Board shall determine the method of printing.

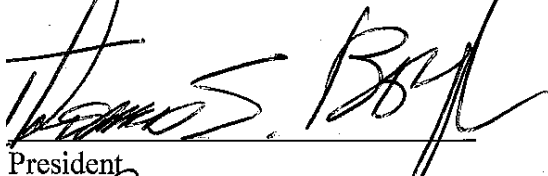
Section 11. **Duration**

- A. This Agreement shall be effective on August 16, 2008, and shall remain in full force and effect until August 15, 2013. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than January 14, 2013 that it desires to modify, change, amend or terminate this Agreement.
- B. In the event of such notice to modify, change, amend or terminate this Agreement, negotiations shall begin no later than February 15, 2013 or until such further date as the parties may jointly agree.

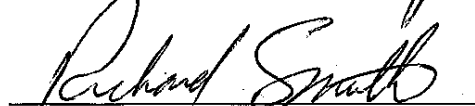
Dated this 25th day of August, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For the Board of Education
School District Number 123

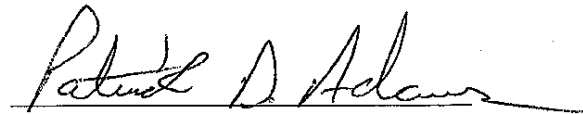


President



Secretary

For the District 123 Teachers' Council
for the Southwest Suburban Federation
of Teachers, AFT Local 943



Appendix A

2008/09 Salary Schedule

Salaries include TRS Contribution

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$38,168	\$41,031	\$45,339	\$47,497	\$49,658	\$52,533
1	\$39,234	\$42,097	\$46,405	\$48,563	\$50,724	\$53,599
2	\$40,300	\$43,163	\$47,471	\$49,629	\$51,790	\$54,665
3	\$41,366	\$44,229	\$48,537	\$50,695	\$52,856	\$55,731
4	\$42,432	\$45,295	\$49,603	\$51,761	\$53,922	\$56,797
5	\$43,498	\$46,361	\$50,669	\$52,827	\$54,988	\$57,863
6	\$44,564	\$47,427	\$51,735	\$53,893	\$56,054	\$58,929
7	\$45,630	\$48,493	\$52,801	\$54,959	\$57,120	\$59,995
8	\$46,696	\$49,559	\$53,867	\$56,025	\$58,186	\$61,061
9	\$47,762	\$50,625	\$54,933	\$57,091	\$59,252	\$62,127
10	\$48,828	\$51,691	\$55,999	\$58,157	\$60,318	\$63,193
11		\$52,757	\$57,065	\$59,223	\$61,384	\$64,259
12		\$53,823	\$58,131	\$60,289	\$62,450	\$65,325
13		\$54,889	\$59,197	\$61,355	\$63,516	\$66,391
14		\$55,955	\$60,263	\$62,421	\$64,582	\$67,457
15		\$57,021	\$61,329	\$63,487	\$65,648	\$68,523
16			\$62,395	\$64,553	\$66,714	\$69,589
17			\$63,461	\$65,619	\$67,780	\$70,655
18			\$64,527	\$66,685	\$68,846	\$71,721
19			\$65,593	\$67,751	\$69,912	\$72,787
20			\$66,659	\$68,817	\$70,978	\$73,853
21			\$67,725	\$69,883	\$72,044	\$74,919
22			\$68,791	\$70,949	\$73,110	\$75,985
23			\$69,857	\$72,015	\$74,176	\$77,051
24			\$70,923	\$73,081	\$75,242	\$78,117
25			\$71,989	\$74,147	\$76,308	\$79,183
26			\$73,055	\$75,213	\$77,374	\$80,249
27			\$74,121	\$76,279	\$78,440	\$81,315
28			\$75,187	\$77,345	\$79,506	\$82,381
29			\$76,253	\$78,411	\$80,572	\$83,447
30			\$77,319	\$79,477	\$81,638	\$84,513
31			\$78,385	\$80,543	\$82,704	\$85,579
32			\$79,451	\$81,609	\$83,770	\$86,645
33			\$80,517	\$82,675	\$84,836	\$87,711
34			\$81,583	\$83,741	\$85,902	\$88,777

Those individuals who were frozen on the BA and BA+15 lanes during the 2007-2008 school year shall receive for their salary \$1,500 over their 2007-2008 salary.

Those individuals who are on the top step of the master's lanes and have been on the top step for one year shall receive an increase of 5.81% over their 2007-2008 salary.

Appendix B

2009/10 Salary Schedule

Salaries include TRS Contribution

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$39,408	\$42,364	\$46,812	\$49,041	\$51,272	\$54,241
1	\$40,509	\$43,465	\$47,913	\$50,141	\$52,373	\$55,341
2	\$41,610	\$44,565	\$49,014	\$51,242	\$53,473	\$56,442
3	\$42,710	\$45,666	\$50,114	\$52,343	\$54,574	\$57,543
4	\$43,811	\$46,767	\$51,215	\$53,443	\$55,675	\$58,643
5	\$44,912	\$47,867	\$52,316	\$54,544	\$56,775	\$59,744
6	\$46,012	\$48,968	\$53,416	\$55,644	\$57,876	\$60,844
7	\$47,113	\$50,069	\$54,517	\$56,745	\$58,976	\$61,945
8	\$48,214	\$51,169	\$55,617	\$57,846	\$60,077	\$63,046
9	\$49,314	\$52,270	\$56,718	\$58,946	\$61,178	\$64,146
10	\$50,415	\$53,371	\$57,819	\$60,047	\$62,278	\$65,247
11		\$54,471	\$58,919	\$61,148	\$63,379	\$66,348
12		\$55,572	\$60,020	\$62,248	\$64,480	\$67,448
13		\$56,672	\$61,121	\$63,349	\$65,580	\$68,549
14		\$57,773	\$62,221	\$64,450	\$66,681	\$69,650
15		\$58,874	\$63,322	\$65,550	\$67,782	\$70,750
16			\$64,423	\$66,651	\$68,882	\$71,851
17			\$65,523	\$67,752	\$69,983	\$72,952
18			\$66,624	\$68,852	\$71,084	\$74,052
19			\$67,725	\$69,953	\$72,184	\$75,153
20			\$68,825	\$71,053	\$73,285	\$76,253
21			\$69,926	\$72,154	\$74,385	\$77,354
22			\$71,027	\$73,255	\$75,486	\$78,455
23			\$72,127	\$74,355	\$76,587	\$79,555
24			\$73,228	\$75,456	\$77,687	\$80,656
25			\$74,328	\$76,557	\$78,788	\$81,757
26			\$75,429	\$77,657	\$79,889	\$82,857
27			\$76,530	\$78,758	\$80,989	\$83,958
28			\$77,630	\$79,859	\$82,090	\$85,059
29			\$78,731	\$80,959	\$83,191	\$86,159
30			\$79,832	\$82,060	\$84,291	\$87,260
31			\$80,932	\$83,161	\$85,392	\$88,361
32			\$82,033	\$84,261	\$86,493	\$89,461
33			\$83,134	\$85,362	\$87,593	\$90,562
34			\$84,234	\$86,463	\$88,694	\$91,663

Those individuals who were frozen on the BA and BA+15 lanes during the 2008-2009 school year shall receive for their salary \$1,500 over their 2008-2009 salary.

Those individuals who are on the top step of the master's lanes and have been on the top step for one year shall receive an increase of 5.09% over their 2008-2009 salary.

Appendix C

2010/11 Salary Schedule

Salaries include TRS Contribution

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$40,689	\$43,741	\$48,334	\$50,634	\$52,938	\$56,003
1	\$41,826	\$44,877	\$49,470	\$51,771	\$54,075	\$57,140
2	\$42,962	\$46,014	\$50,607	\$52,907	\$55,211	\$58,276
3	\$44,098	\$47,150	\$51,743	\$54,044	\$56,348	\$59,413
4	\$45,235	\$48,287	\$52,879	\$55,180	\$57,484	\$60,549
5	\$46,371	\$49,423	\$54,016	\$56,316	\$58,620	\$61,685
6	\$47,508	\$50,559	\$55,152	\$57,453	\$59,757	\$62,822
7	\$48,644	\$51,696	\$56,289	\$58,589	\$60,893	\$63,958
8	\$49,781	\$52,832	\$57,425	\$59,726	\$62,030	\$65,095
9	\$50,917	\$53,969	\$58,561	\$60,862	\$63,166	\$66,231
10	\$52,053	\$55,105	\$59,698	\$61,999	\$64,302	\$67,368
11		\$56,242	\$60,834	\$63,135	\$65,439	\$68,504
12		\$57,378	\$61,971	\$64,271	\$66,575	\$69,640
13		\$58,514	\$63,107	\$65,408	\$67,712	\$70,777
14		\$59,651	\$64,244	\$66,544	\$68,848	\$71,913
15		\$60,787	\$65,380	\$67,681	\$69,985	\$73,050
16			\$66,516	\$68,817	\$71,121	\$74,186
17			\$67,653	\$69,953	\$72,257	\$75,322
18			\$68,789	\$71,090	\$73,394	\$76,459
19			\$69,926	\$72,226	\$74,530	\$77,595
20			\$71,062	\$73,363	\$75,667	\$78,732
21			\$72,198	\$74,499	\$76,803	\$79,868
22			\$73,335	\$75,636	\$77,939	\$81,005
23			\$74,471	\$76,772	\$79,076	\$82,141
24			\$75,608	\$77,908	\$80,212	\$83,277
25			\$76,744	\$79,045	\$81,349	\$84,414
26			\$77,881	\$80,181	\$82,485	\$85,550
27			\$79,017	\$81,318	\$83,622	\$86,687
28			\$80,153	\$82,454	\$84,758	\$87,823
29			\$81,290	\$83,590	\$85,894	\$88,959
30			\$82,426	\$84,727	\$87,031	\$90,096
31			\$83,563	\$85,863	\$88,167	\$91,232
32			\$84,699	\$87,000	\$89,304	\$92,369
33			\$85,835	\$88,136	\$90,440	\$93,505
34			\$86,972	\$89,273	\$91,576	\$94,642

Those individuals who were frozen on the BA and BA+15 lanes during the 2009-2010 school year shall receive for their salary \$1,500 over their 2009-2010 salary.

Those individuals who are on the top step of the master's lanes and have been on the top step for one year shall receive an increase of 4.79% over their 2009-2010 salary.

Appendix D

2011/12 Salary Schedule

Salaries include TRS Contribution

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$42,012	\$45,163	\$49,905	\$52,280	\$54,659	\$57,824
1	\$43,185	\$46,336	\$51,078	\$53,453	\$55,832	\$58,997
2	\$44,358	\$47,509	\$52,251	\$54,627	\$57,005	\$60,170
3	\$45,532	\$48,683	\$53,425	\$55,800	\$58,179	\$61,344
4	\$46,705	\$49,856	\$54,598	\$56,973	\$59,352	\$62,517
5	\$47,878	\$51,029	\$55,771	\$58,147	\$60,526	\$63,690
6	\$49,052	\$52,203	\$56,945	\$59,320	\$61,699	\$64,864
7	\$50,225	\$53,376	\$58,118	\$60,493	\$62,872	\$66,037
8	\$51,398	\$54,549	\$59,291	\$61,667	\$64,046	\$67,210
9	\$52,572	\$55,723	\$60,465	\$62,840	\$65,219	\$68,384
10	\$53,745	\$56,896	\$61,638	\$64,014	\$66,392	\$69,557
11		\$58,069	\$62,811	\$65,187	\$67,566	\$70,730
12		\$59,243	\$63,985	\$66,360	\$68,739	\$71,904
13		\$60,416	\$65,158	\$67,534	\$69,912	\$73,077
14		\$61,589	\$66,331	\$68,707	\$71,086	\$74,250
15		\$62,763	\$67,505	\$69,880	\$72,259	\$75,424
16			\$68,678	\$71,054	\$73,432	\$76,597
17			\$69,852	\$72,227	\$74,606	\$77,770
18			\$71,025	\$73,400	\$75,779	\$78,944
19			\$72,198	\$74,574	\$76,952	\$80,117
20			\$73,372	\$75,747	\$78,126	\$81,291
21			\$74,545	\$76,920	\$79,299	\$82,464
22			\$75,718	\$78,094	\$80,472	\$83,637
23			\$76,892	\$79,267	\$81,646	\$84,811
24			\$78,065	\$80,440	\$82,819	\$85,984
25			\$79,238	\$81,614	\$83,993	\$87,157
26			\$80,412	\$82,787	\$85,166	\$88,331
27			\$81,585	\$83,960	\$86,339	\$89,504
28			\$82,758	\$85,134	\$87,513	\$90,677
29			\$83,932	\$86,307	\$88,686	\$91,851
30			\$85,105	\$87,481	\$89,859	\$93,024
31			\$86,278	\$88,654	\$91,033	\$94,197
32			\$87,452	\$89,827	\$92,206	\$95,371
33			\$88,625	\$91,001	\$93,379	\$96,544
34			\$89,798	\$92,174	\$94,553	\$97,717

Those individuals who were frozen on the BA and BA+15 lanes during the 2010-2011 school year shall receive for their salary \$1,500 over their 2010-2011 salary.

Those individuals who are on the top step of the master's lanes and have been on the top step for one year shall receive an increase of 4.65% over their 2010-2011 salary.

Appendix E

2012/13 Salary Schedule

Salaries include TRS Contribution

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$43,692	\$46,969	\$51,901	\$54,371	\$56,845	\$60,136
1	\$44,912	\$48,189	\$53,121	\$55,592	\$58,065	\$61,357
2	\$46,133	\$49,410	\$54,341	\$56,812	\$59,286	\$62,577
3	\$47,353	\$50,630	\$55,562	\$58,032	\$60,506	\$63,797
4	\$48,573	\$51,850	\$56,782	\$59,252	\$61,726	\$65,018
5	\$49,794	\$53,070	\$58,002	\$60,473	\$62,947	\$66,238
6	\$51,014	\$54,291	\$59,222	\$61,693	\$64,167	\$67,458
7	\$52,234	\$55,511	\$60,443	\$62,913	\$65,387	\$68,678
8	\$53,454	\$56,731	\$61,663	\$64,133	\$66,607	\$69,899
9	\$54,675	\$57,952	\$62,883	\$65,354	\$67,828	\$71,119
10	\$55,895	\$59,172	\$64,104	\$66,574	\$69,048	\$72,339
11		\$60,392	\$65,324	\$67,794	\$70,268	\$73,560
12		\$61,612	\$66,544	\$69,015	\$71,489	\$74,780
13		\$62,833	\$67,764	\$70,235	\$72,709	\$76,000
14		\$64,053	\$68,985	\$71,455	\$73,929	\$77,220
15		\$65,273	\$70,205	\$72,675	\$75,149	\$78,441
16			\$71,425	\$73,896	\$76,370	\$79,661
17			\$72,646	\$75,116	\$77,590	\$80,881
18			\$73,866	\$76,336	\$78,810	\$82,102
19			\$75,086	\$77,557	\$80,031	\$83,322
20			\$76,306	\$78,777	\$81,251	\$84,542
21			\$77,527	\$79,997	\$82,471	\$85,762
22			\$78,747	\$81,217	\$83,691	\$86,983
23			\$79,967	\$82,438	\$84,912	\$88,203
24			\$81,188	\$83,658	\$86,132	\$89,423
25			\$82,408	\$84,878	\$87,352	\$90,644
26			\$83,628	\$86,099	\$88,572	\$91,864
27			\$84,848	\$87,319	\$89,793	\$93,084
28			\$86,069	\$88,539	\$91,013	\$94,304
29			\$87,289	\$89,759	\$92,233	\$95,525
30			\$88,509	\$90,980	\$93,454	\$96,745
31			\$89,730	\$92,200	\$94,674	\$97,965
32			\$90,950	\$93,420	\$95,894	\$99,186
33			\$92,170	\$94,641	\$97,114	\$100,406
34			\$93,390	\$95,861	\$98,335	\$101,626

Those individuals who were frozen on the BA and BA+15 lanes during the 2011-2012 school year shall receive for their salary \$1,500 over their 2011-2012 salary.

Those individuals who are on the top step of the master's lanes and have been on the top step for one year shall receive an increase of 5.32% over their 2011-2012 salary.

Appendix F

Extended Service Salary Schedule

Position	08-09	09-10	10-11	11-12	12-13
Clubs	\$870	\$905	\$941	\$979	\$1,018
Dept. Head	\$260	\$270	\$281	\$292	\$304
K-5 Student Council (each –2 max)	\$750	\$780	\$811	\$844	\$877
MS Student Council (each–3 max.)	\$1,000	\$1,040	\$1,082	\$1,125	\$1,170
Mentor-Yr.1	\$900	\$936	\$973	\$1,012	\$1,053
Mentor-Yr.2	\$700	\$728	\$757	\$787	\$819
K-5 Yearbook (split)	\$1,575	\$1,638	\$1,704	\$1,772	\$1,843
MS Yearbook (split)	\$1,750	\$1,820	\$1,893	\$1,969	\$2,047
Declamation	\$1,152	\$1,198	\$1,246	\$1,296	\$1,348
MS Chorus	\$5,615	\$5,839	\$6,073	\$6,316	\$6,569
Band (each)	\$5,615	\$5,839	\$6,073	\$6,316	\$6,569
MS Team Leader	\$2,750	\$2,860	\$2,974	\$3,093	\$3,217
MS Newspaper (each-2 max.)	\$850	\$884	\$919	\$956	\$994
NJHS (each-2 max.)	\$850	\$884	\$919	\$956	\$994
Mathletes	\$1,152	\$1,198	\$1,246	\$1,296	\$1,348
Curriculum Facilitator	\$3,625	\$3,770	\$3,921	\$4,078	\$4,241
Head Teacher	\$3,000	\$3,120	\$3,245	\$3,375	\$3,510
Patrol (split)	\$900	\$936	\$973	\$1,012	\$1,053
K-5 Chorus (50 min/wk)*	\$905	\$942	\$979	\$1,019	\$1,059
K-5 Chorus (100 min/wk)*	\$1,810	\$1,884	\$1,958	\$2,038	\$2,118
Cross Country	\$1,595	\$1,659	\$1,725	\$1,794	\$1,866
Softball	\$2,127	\$2,212	\$2,300	\$2,393	\$2,488
Volleyball-Girls	\$3,721	\$3,870	\$4,024	\$4,185	\$4,353
Volleyball-Boys	\$2,747	\$2,857	\$2,971	\$3,090	\$3,213
Basketball-Girls	\$2,747	\$2,857	\$2,971	\$3,090	\$3,213
Basketball-Boys	\$3,721	\$3,870	\$4,024	\$4,185	\$4,353
Cheerleading	\$1,773	\$1,844	\$1,918	\$1,994	\$2,074
Track**	\$1,950	\$2,028	\$2,109	\$2,193	\$2,281
Athletic Director	\$3,050	\$3,172	\$3,299	\$3,431	\$3,568

Professional Development–Post School Day \$21/22/22.50/23/24 per hour

District-Level Committee-Post School Day (Sec. 21) \$21/22/22.50/23/24 per hour

Pre/Post School Day Student Instruction (Sec. 22) \$26/27/28/29/30 per hour

Staff Development–Presenter (Sec. 23) \$37 per hour (all years)

Expanded Service Role (Sec. 17) \$26 per hour (all years)

Summer School \$36/37/38/39/40 per hour

Full Day School Improvement/Inservice/ Collaboration Activities/Registration	\$110/day (all years)
Supervision—After School Day (detention, dances, home games)	\$20/21/22/22.50/23 per hour
Fall Play	\$5,040

*When elementary chorus meets during the teacher's lunch hour, therefore, eliminating the teacher's duty free lunch.

**If the number of boy and/or girl track participants is sufficiently large at the seventh and/or eighth grade level and the number of meets warrants, as determined by the administration, coaches will be added, but in no event will the number of coaches exceed four (4) total.