



Governing Documents

between

**The Community Consolidated School
District 89 Board of Education**

and

**The Community Consolidated School
District 89 Education Association**

August 2017 – August 2022

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GOVERNANCE

Site-Based School Improvement Team Guidelines

Mission Statement

The mission of each site-based school improvement team is to involve all constituents in the process of making decisions for the school. This process prepares our students for a successful future through continuous improvement aligned with District 89 goals of Student Achievement, Satisfaction, and Resource Utilization.

Beliefs/Core Values

- All decisions that are made shall be consistent with the District 89 Educational Philosophy, Policies, Mission Statement, and district goals.
- The continued success of our students requires the shared vision and commitment of educators, parents, students, and community.
- Effective decisions can best be made when those responsible for implementation of those decisions are actively and legitimately involved in making them.
- Accountability and the authority to make decisions go hand in hand.
- Every school community is unique and shall capitalize on its diversity.

Aim

- It is the aim to have all students learn to the best of their ability, have strong feelings of self-worth and enjoy their educational experience.
- It is the aim to have the educational experience of each student be challenging, rewarding, and result in high levels of student, staff, parent, and community satisfaction.
- It is the aim to utilize resources toward student, staff, parent, and community satisfaction.

Goals and Measures

- Each school shall have in place a site-based school improvement team that:
 - develops and monitors a school improvement plan (SIP),
 - plans and facilitates building professional development
 - establishes and designates extra duty assignments
 - and serves as a building communication vehicle.
- The site-based school improvement team will also provide input on student and school issues.

Results

An annual school improvement plan shall be developed by each school that is aligned to state expectations, school and student needs, and the district strategic plan.

Processes

- Each site-based school improvement team develops and monitors a school improvement plan annually.
- Each site-based school improvement team is responsible for determining the selection and level of compensation for extra duty assignments within the limits of the budget provided by the district.
- Decisions at the site may be made in a variety of ways: shared decision making by the

site-based school improvement team, administrator decision, administrator decision with input from the entire staff, teams, and/or individual staff members.

Membership

Each site-based school improvement team shall include Association representative members, classified staff, an administrator(s), and parents selected by the constituent groups. Exceptions in representation must be agreed to by the building administration and Association leadership. Each site-based school improvement team shall determine operations, i.e. terms of office, meeting times, selection of members, and number of members. The site-based school improvement team holds authority for the responsibilities assigned to it and may delegate tasks to others.

The recommended composition of the site-based school improvement team is:

PreK-5 Buildings

- 6 teachers
- 1-2 noncertified staff
- building principal
- 2-3 parents (1 from PTC board)

Middle School

- department heads, exploratory team representative, or designee for teachers
- 2 noncertified staff
- all building administrators
- 2-4 parents (1 from PTC board)

Building Level Assigned Responsibilities

I. Responsibilities of the Site-Based School Improvement Team

It is the responsibility of the building's site-based school improvement team to determine how the decisions will be made for each of these areas of shared decision-making.

School Improvement Plan

All schools are required to have a school improvement plan. The site-based school improvement team is responsible for this activity (or may designate another representative(s)/ group)

- Participate in a data retreat.
- Develop and write the school improvement plan.
- Receive training in continuous school improvement.
- Align the school improvement plan with state and federal expectations and District goals.
- Present the school improvement plan to the staff for input and approval.
- Present the school improvement plan to the Board of Education.
- Implement and review the school improvement plan.
- Oversee the school improvement activities or designate appropriate staff to oversee the activities.
- Conduct the assessments of the school improvement plan either directly or through designees.
- Revise the school improvement plan as needed.

Professional Development

- Conduct a needs assessment.
- Offer professional development programs through in-service and school improvement days, classes, workshops, meetings, and release time.
- Decide how to spend building professional development funds.
- Evaluate building professional development program.
- Complete all related documentation required.
- Report professional development goals, program offerings, and evaluations (as applicable).

Extra-Duty

The Site-Based School Improvement Team shall be the sole vehicle for individual or group requests concerning extra-duty activities.

- Determine which extra-duty activities, other than those related to student safety, (i.e. bus duty, safety patrol, and lunch duty) will operate within the building.
- Consider proposals for inclusion of new extra-duty activities.
- Develop and approve a minimum job description for each extra-duty activity.
- Determine appropriate stipends for each extra-duty activity within the building budget set by the District.
- Determine the process for filling positions.

Satisfaction and Communications:

- Develop parent and community partnership plan.
- Provide input on issues brought forth for the benefit of the students, staff, parents, and school.
- Provide communication links among all the constituent groups and the District.

II. Responsibilities of Building Administrators with input from constituents

Curriculum and Learning

- Scheduling:
 - Specials
 - Instructional blocks
 - Student schedules
 - Certified and non-certified staff
- Class lists
- Purchasing of instructional materials outside of the district adopted textbooks
- Monitor assessment data
- Acquire district adopted instructional materials
- Develop and implement school wide behavior management plan.

Building Budget

- Review budget history and determine building needs.
- Establish dollar amounts for each line item.
- Establish priority lists for spending and long range spending goals.
- Complete all required paperwork and reports.

- Communicate, monitor, and adjust the annual budget.

Personnel

- Assignment of teachers will be the responsibility of the building administrator.
- Teacher input is encouraged when applicable and possible:
 - Hiring of teachers
 - Request for teacher grade level transfers within a building
 - Allocation of aide hours

III. Responsibilities of Building Administrators

Physical Operations (shared with District)

- Capital improvements
- Building usage
- Classroom assignments
- Certified and non-certified staff evaluations
- Furniture
- Building and grounds
- School operations and building procedures
- Use of equipment
- Monitor school wide behavior management plan and administer related district policies
- Schedule and format of Curriculum Night
- Schedule school-site programs
- Initiate and maintain school partnerships and community organization involvement

NEGOTIATED AGREEMENT

Preamble:

This agreement is entered into between the Community Consolidated School District 89 Board of Education and the District 89 Education Association with the intent of establishing and sustaining school environments that will attain organizational goals. The school district's Board of Education and the Association understand the necessity to forge and maintain a cooperative problem-solving atmosphere and demonstrate that a highly productive school district is predicated on strong commitments to one another. Our partnership starts with trust and requires our shared leadership. It is with a spirit of mutual respect and recognition of one another's interests that this agreement has been formulated.

Recognition:

The Board of Education of Community Consolidated School District 89, DuPage County, Illinois, hereafter referred to as the "Board," hereby recognizes the District 89 Education Association, hereafter referred to as the "Association," as the sole and exclusive negotiating agent for all regularly employed full and part-time certified personnel, excluding: district office administrative personnel, principals, assistant principals, directors, deans, retired teachers, substitute teachers, and other administrative and supervisory personnel. The term "teacher" as used hereafter in this agreement shall refer to all certified personnel covered by this agreement.

The board agrees not to negotiate individually with any teacher on matters covered by this agreement unless otherwise allowed in a specific section of the contract.

Learning for Life Philosophy in District 89:

It is District 89's mission to prepare students for a successful future through continuous improvement of learning, satisfaction, and resource utilization. Together, the District 89 Education Association, Board of Education, and Administration embrace and strive to work in collaboration to fulfill this mission with the highest level of rigor and integrity.

The following Beliefs and Commitments align to the District's Mission and Motto.

Our Beliefs	Aligned Commitments
To Develop and Value the relationships between all people involved in our charge to educate District 89 students	Interact with each other in a proactive, respectful and positive manner in all settings, acknowledging that people are our most valuable resource.
To Foster and Participate in shared decision making centering on the goal of continuous improvement of learning	Ensure continued growth through ongoing communication and planning with the Board of Education, administration, colleagues, parents and the community.
To Work Collaboratively in order to support continuous improvement	Embrace change that enables growth and leads to new opportunities. We promise to recognize each other's strengths and talents, always supporting the potential in all.
To Support an ongoing, shared commitment to School Improvement Plans and district goals.	Work together in the development, implementation, review/revision of these plans, and remain committed to the goals set within.

Shared Commitment:

We pledge ourselves to improving the educational environment for students and teachers of Community Consolidated School District 89. We recognize that caring for and promoting the education of students is a very important responsibility. It is only by ensuring that district educators are fairly compensated, adequately trained and highly motivated that we can hope to attain an environment where all can reach their highest potential.

The teachers, through the District 89 Education Association, the administrators and the Board of Education of Community Consolidated School District 89 pledge to work constructively and collaboratively to ensure that performance levels meet the highest standards. To this end, we commit ourselves to operate based on the following principles:

1. The District 89 Board of Education and District 89 Education Association recognize and value the need for teachers to have a voice in determining the conditions of work. Furthermore, they recognize that employee satisfaction is a major element to ensuring high quality instruction and to building relationships of trust. To enhance the school district, we pledge a long-term commitment to attain high student achievement, high levels of stakeholder satisfaction, and maximum use of resources. The Board of Education and District 89 Education Association appreciate the importance of fostering such a commitment.

2. Teachers shall have a voice in the decisions that affect the quality of education for students. The District Leadership Council (DLC) has been formed as a forum to discuss operational conditions and school improvement initiatives. District Leadership Council serves as a conduit for discussion of operational conditions affecting the schools such as, but not limited to: student-teacher ratios, school calendar, aide allocation, curriculum, instructional strategies, and best practices. District school improvement discussions may include state and federal mandated educational reform initiatives, district and building school improvement goals, and locally developed initiatives affecting the district's schools. The District Leadership Council shall be comprised of the Association President/Co-Presidents, a school board member, the Superintendent and superintendent designee, two teacher representatives from each school with at least one representative from the Site-Based School Improvement Team, and one administrator from each building. Meetings shall be conducted periodically throughout the school year. The District Leadership Council may choose to create sub-committees to assist in the work that needs to be accomplished. Teacher representatives to the District Leadership Council and DLC subcommittees will be Association members selected by Association leadership or building members as needed. Exceptions in representation must be agreed to by the Superintendent or designee and Association leadership.

3. School district teachers have a right to receive compensation, based on education level attained and years of experience. Teachers' wages and benefits shall be set forth in Appendix A of the Negotiated Agreement.

4. School district teachers need to be able to reasonably and responsibly balance work and family commitments. Through their Association, teachers may negotiate other important aspects of the work day, such as: extra duty assignments, sickness and leaves, issues concerning hours of work, and conditions of employment as allowed by law.

5. School district teachers deserve an environment that meets the highest standards of health and safety, and which does not represent undue risk of harm. To this end, the Association and the Board of Education will work together to ensure that any violations of codes or standards are promptly corrected.

6. To deliver high quality instruction, teachers need professional development at the start of employment as well as on-going support. The Board of Education agrees to secure the necessary resources so that professional development can be provided.

7. In the event alleged violations of established policies or procedures are found, attempts shall be made to counsel with the Association and teacher prior to the imposition of disciplinary measures. Any measures taken by the Board of Education will be fairly and uniformly administered in accordance with Illinois School Code and the Illinois State Board of Education and will only be for just cause. Due process is guaranteed throughout the process.

In order for disciplinary or any other material regarding complaints made against a teacher to be placed in a personnel file, such material must be verified with dates, times, places, supporting documentation or other supporting evidence confirming the accuracy of such complaint(s). The name(s) in support of the complaint, as well as the names of all other parties involved, must also

be included, to the extent permitted by law. The parties acknowledge that a mere presumption of guilt does not constitute a verified complaint in the absence of supporting documentation.

8. If the Association alleges the Board of Education, or administration, has violated established policies or procedures, attempts shall be made to counsel with the Board, or administration, prior to filing a grievance or pursuing a legal remedy. The Board of Education or administration will address and seek a remedy for a perceived violation in a timely manner.

9. Teachers have a right to a full and fair hearing of their concerns - whether they pertain to appropriate provision of services to students, objections to specific work practices, or disagreements regarding imposition of discipline. To this end, the Association and Board of Education will jointly develop a procedure for assuring teachers the opportunity for a prompt resolution of disagreements. The parties are committed to resolving any differences in a fair and timely manner.

10. The Board of Education and the Association will provide a procedure for dues to be directly deducted from paychecks for all teachers represented by the Association.

Governance Structure:

The continued success of the school district requires the shared vision and commitment of educators, administrators, Board of Education, parents, students, and the community.

Teachers at the school building level should be actively involved in decision making in order to sustain continuous improvement of learning and attainment of school district goals. Each District 89 school is unique, and therefore, staff shall capitalize on its diversity by working together to make responsible educational decisions.

Results

Desired results from each school shall focus on the following: student achievement, learning conditions, family and community engagement, staff, and effective use of resources.

Site-Based School Improvement Teams

The Site-Based School Improvement Team shall consist of representatives of parents, teachers, non-certified staff and the principal, selected by constituent groups.

Site-Based Decisions

It is the belief of the school district and Teacher's Association that effective decisions are made at the location closest to implementation. Areas for school sites to explore should include: professional development, budget, instructional improvements, personnel selection, extra-duty positions, facility or operational improvements, and contract and Board policy waivers. More

specific information pertaining to the roles and responsibilities of Site-Based decisions are set forth in the governance structure.

Consensus Guidelines

The parties agree that the consensus process, as outlined below, is the primary method for making decisions and solving problems. The following guidelines apply:

- Resolution is achieved through the joint efforts of the parties in discovering the “best” solution for the problem.
- Once agreement is reached, the parties must be committed to the solution.
- Any party can disagree to a potential decision. The party not in agreement of the decision must search for alternatives of mutual benefits.

Conflict Resolution Procedures:

Conflicts that are not resolved promptly have a detrimental effect on organizational vitality and success. Therefore, conflicts must be resolved in an expedient manner. Accordingly, the following process shall be in effect:

- Parties affected by the conflict shall come together to share information related to the cause(s) of the conflict, impacts on the organization and mutually beneficial remedies for consideration. Parties must want to find a solution to the conflict. Upon conclusion of the above, the parties shall determine the best solution for the conflict that shall, first and foremost, resolve the conflict and bring progress toward attainment of District 89 priorities and goals.
- In the event the parties cannot remedy the conflict as detailed above, the Association President and/or Co-Presidents and Superintendent shall come together for the purpose of establishing a remedy for the conflict. Once a remedy is agreed upon, the Association President and/or Co-Presidents must communicate the remedy to the affected member(s).
- In the event the above process is found unsatisfactory to one of the parties, the Grievance Procedure may be pursued.

Grievance Procedure:

A. Definitions

1. Grievance

Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of the terms of this agreement.

2. Days

School days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher attendance days.

B. Right to Representation

An Association representative may be present, if requested by the aggrieved, at any meeting, hearing, appeal or other proceeding relating to a grievance that has been formally presented beyond Step One. No teacher shall be required to discuss any grievance if a District 89 Education Association representative is not present as requested. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided that such an adjustment is not inconsistent with the terms of this Agreement and that the Association is notified of and has a right to be present at such adjustment.

C. Procedure

The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. If however, such informal processes and the Conflict Resolution Procedure outlined above fail to satisfy the teacher and/or Association, a grievance may be processed as follows:

- **Initiation of Grievance**

A grievance must be filed in writing within fifteen (15) days of the occurrence of the event that initiated the grievance or within fifteen (15) days of the time a reasonably alert person would become aware of such event. In no event shall a grievance be initiated more than thirty (30) days after the occurrence of the event giving rise to the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.

- **Step One**

The teacher shall present the grievance in writing to the supervisor immediately involved who will then arrange for a meeting to take place within five (5) days after the receipt of the written grievance. The supervisor shall provide the aggrieved teacher and the Association with a written answer to the grievance within five (5) days after the meeting. This written answer shall include the reasons for the decision.

- Step Two

If the grievance is not resolved in Step One, the aggrieved may appeal the grievance to the Superintendent or his/her official designee within seven (7) days of the Step One answer or within seven (7) days of the date the Step One answer was due, whichever is earlier. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved to take place within seven (7) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the Superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the grievant and the Association.

- Step Three

If the grievance is not resolved at Step Two, the grievant, with the Association, may appeal the grievance to the Board within seven (7) days of the Step Two answer or within seven (7) days of the date the Step Two answer was due, whichever is earlier. The President of the Board shall arrange for a meeting to take place with the aggrieved and the Board within twenty-five (25) days of receiving the appeal at a mutually agreed upon time. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the pertinent facts to the grievance. Upon conclusion of the hearing the President of the Board shall have seven (7) days in which to provide a written decision with reasons to the grievant and the Association.

- Step Four

If the grievance is not resolved at Step Three, the Association and grievant jointly may submit the grievance to binding arbitration within fifteen (15) days of the Step Three response. The American Arbitration Association (AAA) shall be requested to submit a list of arbitrators from which the parties shall mutually select an arbitrator.

- a. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

- b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties.

- c. It shall be the function of the Arbitrator and the Arbitrator shall be empowered, except as those powers are limited by law, to make a recommendation in cases of alleged violations of specific articles and sections of this agreement.

- d. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator that was not previously disclosed to the other party at least forty-eight (48) hours before the hearing.

e. The Arbitrator shall have no power to alter or add to the terms of this Agreement. The Arbitrator's authority shall be strictly limited to deciding only the grievance filed at the Step One level. The Arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement.

D. Other Conditions

1. Bypass to Superintendent

If the Association and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

2. Class Grievance

Class grievance involving one or more teachers or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step Two.

3. Board - Administration Cooperation

The Board and the Administration shall cooperate with the Association in its investigation of any grievance. Cooperation does not imply released time for investigating grievances unless approved by the Administration.

4. Released Time

Should attendance at a grievance hearing require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. Notification of such release time must be given to the Superintendent in advance.

5. Filing of Materials

Any records related to a grievance shall be filed separately from the personnel files of the participants.

6. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

7. Alternative Process

The Association will make every reasonable effort to encourage teachers to exhaust this grievance procedure before commencing any proceeding in the state or federal court or

administrative agency when charging the Board and/or Administration with an act that reasonably could also be claimed to be a violation of this Agreement.

8. Discipline/Reprisal Consequences

A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. In turn, the Administration or immediate supervisor shall not be subjected to reprisal or harassment as a result of a grievance decision or hearing.

Training and New Teacher Staff Development:

The success of the school district is incontrovertibly connected to improvement of systems and practices that positively impact the district. It is expected that staff will make every effort to attend, learn and share methodologies, strategies, technology and the like, which positively affect systemic improvements. The Board of Education will make every effort to assist staff to learn and share expertise as time and resources allow. It is understood that learning and sharing take place on a continuous basis and not necessarily confined to the regular school day.

All teachers newly employed shall be required to attend a maximum of five (5) days of staff development activities outside of the regular school calendar (or in addition to the regularly scheduled days of teacher attendance). The district shall, in consultation with the Association, schedule a maximum of one half day of this time which may include, but is not limited to, providing information about the Association, review of this agreement and selected board policies. Teachers returning from an approved leave of one (1) or more years may be required to attend a maximum of three (3) days of staff development, with such days to be agreed upon by the District 89 Education Association and District Administration. There shall be no additional compensation for those days.

Teacher and Association Rights:

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board of Education. The Association will be granted Association Days for Association business not to exceed twenty (20) days total with the prior approval from the Association President/Co-Presidents and notification to the Superintendent. Should the requested day fall on a district professional development day, prior approval from the Superintendent is required.

The Association shall have the right to use the district mail service, teacher mailboxes, faculty center bulletin boards and internet for the following purposes: all Association business including, but not limited to, notices of Association meetings, minutes, elections, results of elections, appointment of officers and committees; and social, educational, and recreational activities of the Association. Any use will be in accordance with Board Policy, 400.120 – Ethics Act and Regulations as of the date of this Agreement and the law.

The Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business. The use of school facilities shall be permitted, provided that such use shall not interfere with nor interrupt normal school operations.

No later than August 1st of each school year, the District will provide the Association President/Co-Presidents a list of all new teachers, teachers returning from a leave of absence and the current staffing plan for each building. Updates will be provided weekly through the tenth day of school and as they occur thereafter.

Negotiations Procedure:

A. Representation

The parties agree that their duly designated representatives shall negotiate. Each party shall select its own representatives.

B. Ratification of the Negotiated Agreement

At a cost of 1 cent per page, the Association will be allowed to use district printers to prepare the necessary materials for ratification of the agreement.

C. Mediation

When mediation is appropriate, the parties shall mutually agree upon the selection of a mediator, or should such agreement not be reached, they shall jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. In the event a mediator is not available within a reasonable amount of time, the parties shall notify the Illinois Educational Labor Relations Board for a list of available mediators, with the selection of the mediator being in accordance with the rules and regulations of the IELRB. The mediator shall meet as soon as possible with the parties or the representatives of both, either jointly or separately, and shall take such steps, as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact, nor recommend terms of settlement. Any cost of the mediator services shall be shared equally by the District and the Association.

Contract Waiver Process:

Site-based school improvement teams may, on occasion, determine more effective and efficient school operations can result from a unique practice that may be in conflict with the contract or contract related Board Policy. In such cases, the teams may request waivers for time periods not exceeding one year as indicated:

- The group shall produce documentation that would include a rationale, research, a program plan, a time-line for implementation, staff development plan, budget considerations and evaluation plan; and forward it to the District Leadership Council.
- After considering all data, the District Leadership Council will deny the waiver request or forward a recommendation to approve the waiver to the Association President and/or Co-Presidents and the Board President.

- After consultation with their respective constituent groups, the Association President and/or Co-Presidents and the Board President shall issue a joint letter either approving or denying the waiver request.

Working Conditions:

A. Seniority

Seniority (length of continuing service) means the total period of continuous full-time employment from the date of hire in a certified staff position. Less than full-time service shall be counted pro rata.

Full-time teachers hired before November 1 of any school year shall be given credit for one (1) full year of continuous service. Full-time teachers hired on or after November 1, will receive pro rata seniority credit.

Teachers using their accrued sick and/or personal leave days or taking leave under the Family and Medical Leave Act (FMLA) do not lose seniority during leave.

If certified teachers are using days from the Sick Leave Bank, they will continue to accrue seniority if the number of days used do not exceed the number of work days from the start of the school year to November 1 of that current school year. If a certified teacher using days from the Sick Leave Bank exceeds the aforementioned days, credit towards seniority will be counted pro rata. This will not, however, constitute a break in continuous service.

Teachers granted a sabbatical leave do not lose seniority during the leave.

Teachers granted a non-paid leave of absence for any other purpose shall lose seniority credit that would have normally accrued during the length of the leave. However, this will not constitute a break in continuous service.

B. Assignments

The Board shall inform teachers of their tentative assignments for the following school year prior to the end of the school year. Assignments are defined as grade levels and location of room in PreK-5. In grades 6-8 assignments are subject areas and/or preparations and location of room. Changes in the sequence of the daily schedule, and number of like preparations are not changes in assignment. Teachers desiring a change of assignment within the building in which they are teaching shall apply to the Principal of that building. The Principal will interview all such qualified applicants. The final decision shall remain with the Administration. Should changes in assignment be necessary after the end of the school year, the teacher will be notified in writing and by district email and/or telephone as promptly as circumstances permit in order that the teacher may prepare for such assignment.

C. Plan Time

1. A teacher's preparation time is considered to be part of the normal school work day. Therefore, a teacher shall be able to devote this time to the many requirements necessary to make a student's school day successful. The Board, Administration, and Association

recognize the need for adequate Individual Plan Time. It is the intent that 200 minutes of Individual Plan Time each typical five-day week will be provided for all certified full time staff, if scheduling and resources permit. If a situation arises in which a schedule will not permit for 200 minutes of Individual Plan Time within a typical five-day week, a conversation will be held between the affected teacher(s), his/her association representative and the building principal. Together, they will attempt to develop a reasonable solution.

2. Plan time shall consist of discrete blocks of not less than twenty minutes.

3. Collaboration time at the elementary level shall include three, all day, grade-level/job alike meetings at the district office. A maximum of one half of each day shall be utilized at the discretion of District Administration. An agenda for the remainder of the workday shall be determined by the grade level team in collaboration with the District Administration.

4. In addition, four half-day collaboration sessions will be scheduled at each elementary building consisting of ninety minutes of professional development to be determined by administration, and ninety minutes to be used at the discretion of the grade level teachers.

D. Teachers Assigned To More Than One School

Any teacher, who is assigned to more than one school, shall have his or her schedule arranged so that travel time does not infringe upon the teacher's duty free lunch period or plan period.

Any teacher, who is assigned to both an elementary school and the middle school, shall not have the instructional minutes in his/her day exceed that of other full time teachers assigned to only one elementary school or the middle school. If such an event occurs, additional compensation shall be bargained between the District and the Association on behalf of the teacher.

E. Administrative Vacancies

1. Every reasonable effort will be made to post in each building full-time vacancies in administrative positions during the school year.

2. Teachers may apply in writing for administrative positions and will be informed in writing of the receipt and disposition of their application. Unsuccessful applicants, upon written request, will be scheduled for a conference regarding said decision.

F. Teaching Vacancies

1. By May 1 of each year, the Superintendent or his/her designee will post in each building all known full-time vacancies for the forthcoming school year and will update the list from time to time thereafter.

2. Full-time teaching vacancies, as they occur during the school year, will be posted internally for five school days if internal building assignments or temporary assignments are not possible as determined by the Superintendent or his/her designee.

3. Recall due to Reduction in Force must occur before any vacant positions can be posted. If the vacancy occurs the following term, or within one calendar year from the beginning of the following school term following a reduction in force, a vacant position will be tendered to teachers who were in Groups 3 and 4 who are qualified to hold the position based upon legal qualifications and any other qualifications established by the District job description on or before May 10th prior to the date of the position becoming available.

Teachers from Group 4 will be eligible for recall in reverse order of reduction in force. Then, teachers from Group 3 will be eligible for recall in reverse order of reduction in force.

4. Teachers who desire to transfer to another building with a posted vacancy, must apply in writing to the Superintendent or his/her designee. It is the responsibility of the teacher to withdraw his/her request in writing if he/she does not wish to be considered beyond a certain time. The qualified teachers will be interviewed for the positions and will be informed of the decision in writing as soon as practical. The Association recognizes the right of the Board not to fill posted vacancies.

G. Administrative Transfers

1. The Administration may initiate transfers as needed. When transfers of teachers are necessary, the Administration will transfer a teacher based on consideration of the teacher's certifications, qualifications, merit and ability (including evaluations), relevant experience and compatibility with the teaching team.

- a. The Administration will seek volunteers who meet the above criteria.
- b. If there is more than one volunteer, and all other factors are equal, as determined by the Administration, the position will be assigned to the most senior teacher who volunteered.
- c. If there are no volunteers, and all other factors are equal, as determined by the Administration, the least senior teacher will be assigned the position.
- d. During the regular school year the affected teacher(s) will have an opportunity to present his/her views on the proposed transfer before it is implemented.
- e. During vacation periods, the affected teacher(s) will be notified in writing of the proposed transfer, and whenever possible will have an opportunity to represent his/her views on the proposed transfer before it is implemented.
- f. After receiving written notification, if the transfer is objectionable to the teacher, the teacher will have five working days to reply in writing, stating his/her position on the assignment change. Such teacher's statement must be submitted to the principal (of teacher's current assignment) and the Assistant Superintendent for Learning. The Administration will respond to the teacher in writing stating its decision, including applicable reasons.

2. Final decisions on transfers will be those that are in the best interest of students, as determined by the Administration.

3. When the Administration notifies a teacher of a transfer to another position/building, the teacher may be released immediately from his/her contract if he/she so requests if a qualified replacement can be employed. Any teacher otherwise breaking his/her contract after August 1st may have a letter placed in his/her file.

H. Summer Committee Work and Summer Workshops

Committee work during the summer shall be compensated per the extra duty schedule, Appendix B.

Workshops shall be defined as any conferences, seminars or workshops during the summer at which the Administration requests a teacher's attendance. It will not include conferences, seminars or workshops for which the teacher requests the District reimburse a teacher for the registration fee and which were not designated by the Administration. The teacher will be compensated per the extra duty schedule, Appendix B. No additional compensation will be made for overnight attendance.

I. Professional Development

Teachers who provide professional development for their colleagues at the request of the Administration will be compensated for agreed upon preparation time per the extra duty schedule, Appendix B. The agreed upon preparation time will be determined between the teacher(s) involved and the Assistant Superintendent for Learning. Time involved in planning for professional development can vary. If additional time is needed, the teacher(s) will contact the Assistant Superintendent for Learning to discuss the need, and develop a plan for additional compensation. This does not apply to teachers reporting out or sharing with colleagues after attendance at a conference/workshop.

Teachers who provide professional development outside the workday or over the summer will also be compensated for the time it takes to provide the professional development.

J. Internal Substitutes

After exhausting all regular means to hire a substitute teacher, principals (or designees) may hire an internal substitute. The principals (or designees) may request that certified personnel that do not have direct student responsibilities be hired as the internal substitute. The certified personnel may accept or decline the request. The internal substitute will be compensated at the internal substitute rate designated in Appendix B. The internal substitute rate of pay is not subject to building Site-Based School Improvement Team discretion.

K. Honorable Dismissal

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the board or discontinuance of some particular type of teaching service and/or program, such removals or dismissals will be accomplished in accordance with Section 24-12 as may be amended from time to time and all other applicable sections of the School Code.

L. Tie-Breaker (on dismissals)

If two or more teachers in the same RIF group otherwise have equal seniority and one or more is to be honorably dismissed according to Section 24-12 of the School Code, reduction in force shall be determined by using the following criteria in the order stated:

- a. Experience in the position.
- b. Highest degree earned.
- c. Most credit hours beyond the degree.
- d. Total public school teaching experience.
- e. Decision of the Superintendent. The decision of the Superintendent will be final and non-grievable.

Certified Staff Evaluation:

It is the intent of School District 89 to provide our teachers with a quality evaluation process that complies with state requirements, develops teacher quality, promotes continuous professional learning and fosters a collaborative, trusting relationship with administration. It is District 89's mission to prepare students for a successful future through continuous improvement of learning, satisfaction and resource utilization. One way to ensure continued improvement, high student achievements/growth and Learning for Life is through an effective teacher evaluation process.

The parties to this Agreement value the collaborative work of the District's Evaluation Committee and intend for the Committee to continue its work unless mutually agreed otherwise. The District 89 Certified Staff Evaluation Plan contains all criteria, forms and procedures for the evaluation process. The parties acknowledge that the substantive portions of the District Evaluation Plan are ultimately a management right of the Board of Education. The procedural aspects of the plan are a mandatory subject of bargaining with the Association. Notwithstanding the parties' respective rights, the parties agree that the Evaluation Committee will seek to resolve any disputes regarding either substantive or procedural aspects of the Plan prior to the parties exercising their respective rights.

The Evaluation Committee is defined as a minimum of the Association President or at least one (1) Co-President or designee, one (1) Association Member from each building selected by the Association Members, the Superintendent or designee, and other administrators. The number of administrators shall not exceed that of the teacher representatives serving on the committee.

Economic Fringe Benefits:

All benefits covered in this section are available to full-time teachers. Teachers employed on a less than full-time basis will have these benefits available on a pro-rata basis, unless otherwise specified in individual sections, or prohibited by contracts with outside providers.

Insurance Committee

The parties shall continue the Insurance Committee consisting of equal representatives of the Association and the Board, at the discretion of each party. This committee will have the authority to explore changes in medical, dental and life insurance. The Insurance Committee members will endeavor to maintain premium increases in the range of 10% or less. The final

decision as to the selection of carrier shall remain with the Board. The Association and Board representatives will work together to make recommendations to their respective boards. Changes will be instituted after approval by the Association Executive Board and the Board of Education.

This committee shall meet as needed, but no less than once annually. Either party has the prerogative to convene the committee.

If the District becomes subject to the Internal Revenue Service employer shared responsibility penalty, parties agree to discuss plan design changes.

A. Life Insurance

The Board shall provide at District expense for each full-time teacher \$50,000 term life insurance. The Board shall provide at District expense for each part-time teacher (working a minimum of .45 FTE) covered by this Agreement \$25,000 term life insurance. The benefits shall be no less than those in effect at the date of this agreement, unless modified by operation of the Insurance Committee. Upon termination, resignation or retirement District provided coverage terminates at the end of the last day worked, however, with the approval of the insurance carrier and if permitted by the contract with the carrier, retired teachers shall have the right to convert to an individual plan at the individual's expense. The post-retirement life insurance benefit outlined in this section is guaranteed to teachers with a retirement date of June 2022 or earlier. For teachers retiring after June of 2022, post-retirement life insurance benefits will be subject to the contract that is in effect during the last school year worked.

B. Health Insurance

The Board shall offer a group medical insurance program. The benefits shall be no less than those in effect at the date of this agreement, unless modified by operation of the Insurance Committee. The Board shall pay ninety percent (90%) of the single monthly premium, with the employee paying ten percent (10%). The Board shall pay eighty percent (80%) of the family monthly premium, with the employee paying twenty percent (20%). If at the annual renewal, the premium increase exceeds twenty percent (20%), the employee will pay twenty-five percent (25%) of the family monthly premium.

All group insurance provided by the Board shall remain in effect through August 31 each year for all participating employees who complete the previous school year, as long as the teacher meets the eligibility requirements. Premium changes will occur according to the annual renewal process date set forth by the insurance carrier and/or co-op. If an employee's personal situation should change, (i.e. marriage, divorce, death, adoption, birth, civil unions, or any other qualifying event) the insurance premium charged to the employee will be adjusted accordingly. If this change should occur over the summer, the employee may need to pay the district the difference between the amount previously charged and the new premium. If the premium is less than the amount previously charged, the district will reimburse the employee the difference.

Part-time teachers will have the option to participate in the medical insurance program using the following formula:

If employed 0-.4499%	No benefit
If employed .45-.6499%	The Board will pay 50% of what it would pay for a full-time employee
If employed .65-.8499%	The Board will pay 75% of what it would pay for a full-time employee
If employed .85-100%	The Board will pay 100% of what it would pay for a full-time employee

C. Dental Insurance

The Board shall offer a group dental insurance program to teachers covered by this agreement who work a minimum of .45 FTE. The benefits shall be no less than those in effect at the date of this agreement, unless modified by operation of the Insurance Committee. Group dental insurance provided by the Board shall remain in effect through August 31 each year for all participating employees who complete the previous school year, as long as the teacher meets the eligibility requirements. The single premium for the eligible teachers shall be paid by the Board. Premium changes will occur according to the annual renewal process date set forth by the insurance carrier and/or co-op. If an employee's personal situation should change, (i.e. marriage, divorce, death, adoption, birth, civil unions, or any other qualifying event) the insurance premium charged to the employee will be adjusted accordingly. If this change should occur over the summer, the employee may need to pay the district the difference between the amount previously charged and the new premium. If the premium is less than the amount previously charged, the district will reimburse the employee the difference.

D. Tax Sheltered Annuities

Teachers included in this Agreement may participate in the tax sheltered annuity programs established by the Board. The Board shall service these programs through automatic payroll deduction authorization.

E. Sick Leave - Personal Illness and Injury, Family Illness, Quarantine and Bereavement

All teachers covered in this Agreement shall be granted sick leave provisions not less in amount than twelve (12) days annually at full pay. Unused sick leave shall accumulate to an unlimited number of days available.

The Administration, on behalf of the Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave upon the fourth consecutive day of absence for personal illness. Should a pattern of absence emerge through the District's absence records, the Administration, on behalf of the Board, may request a physician's certificate prior to the fourth consecutive day to substantiate the day(s) missed.

benefits under this collective bargaining agreement will be payable in the event of leave for illness of the teacher, or where the circumstances make it necessary, in the event of illness or death of a member of the teacher's immediate family. Sick leave shall be interpreted to mean personal illness, illness of an immediate family member requiring the teacher's care, quarantine at home, or serious illness or death in the immediate family or household.

"The immediate family" shall include parent, step or foster parent, spouse, civil union partner, brothers, sisters, children, step-children, a child for which an employee is standing in loco parentis, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event of death of a relative other than an immediate family member, payment and benefits for leave shall be limited to not more than three days per event.

Leave for reasons of bereavement under this policy shall be deducted from the teacher's number of available sick leave days.

F. Personal Business Leave

Each teacher shall be entitled to four (4) days of personal business leave without loss of pay for personal business as determined by the teacher except as noted below. Personal leave may also be used as sick leave for all purposes as sick leave may be used under the terms of the Illinois School Code. Personal business leave shall not be available during a work stoppage of any kind. The fact that an individual is willing to take a day without pay, does not entitle the individual to take a day off. Reasons need not be given for the four (4) days. Any unused personal leave days shall be added to accumulated sick leave on an annual basis. Written notification/application for such leave shall be made to the Superintendent or his/her designee at least three (3) teacher employment days prior to the desired onset of such leave, in accordance with the agreed upon notification/application for personal business leave. A request for a variation from the limitation should be submitted as far in advance as possible. Administrators are urged to respond promptly to such requests. In an emergency situation, arrangements may be made by telephone with a written application to be submitted immediately upon return to school. Such leave shall not be granted during the first five (5) or last five (5) teacher employment days of the school year, the day immediately preceding or the day following a school vacation or holiday, except in an emergency situation as approved by the Superintendent or his/her designee or if used as sick leave. Exceptions may be granted, however the reason for the request will need to be shared with the teacher's supervisor.

G. Disability Leave

Certified employees who become disabled shall receive, upon written request, a disability leave of absence in accordance with Board Policy, Certified Staff Leaves and Absences, and Regulations as of the date of this Agreement.

H. Family Medical Leave

Teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the provisions in Board Policy, Family Medical Leave Act, as of the date of this Agreement.

I. Sabbatical Leave

The Board may grant a sabbatical leave of absence to a teacher covered in this Agreement at the time the application is submitted and who will have completed six (6) years of service in the District with summative evaluations of proficient or excellent.

When sabbatical leave is granted to a teacher, it shall be in accordance with the provision of the School Code of Illinois for the purpose of benefiting the school system by improving the quality and level of experience of the teaching staff.

The number of teachers on sabbatical leave during a school term shall be determined by the Board, but shall not be more than one teacher for one semester per each fifty teachers covered in this Agreement who have been employed for the full school term during which the sabbatical will occur.

January 1 shall be the deadline for receipt of applications for sabbatical leave to begin at the opening of the following school year, and June 1 for sabbatical leave to begin with the second half of the following school year. Recommendations for the granting of sabbatical leaves to begin at the opening of the following school year shall be made by the Superintendent of Schools to the Board on or before March 1. Recommendations for the granting of sabbatical leaves to begin with the second half of the following school year shall be made by the Superintendent of Schools to the Board on or before August 1.

Compensation will be granted in accordance with the provision of the School Code of Illinois with "substitute service" cost being computed as the beginning salary of a teacher at the same educational level. Health and life insurance coverage will be paid by the Board and teacher on the same basis as applicable to regular teaching staff. Sick leave previously accumulated shall be retained for use when the teacher returns to the regular teaching staff.

Before a leave is granted pursuant to this Agreement, the teacher shall agree in writing that if at the expiration of such leave the teacher does not return to and perform contractual continued service in the District for at least one school year after the teacher's return, all sums of money paid by the Board on behalf of the teacher, including teacher retirement payments and health and life insurance premiums, during sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

J. Long Term Leaves - Professional Purposes

A tenured teacher who has received a summative evaluation of proficient or excellent within the previous four (4) years in District 89 and does not qualify or elect to take a sabbatical leave, may

be granted a leave of absence not to exceed one (1) year without pay for the purpose of advanced study and exchange teaching. A professional long term leave may be granted to one full-time teacher each semester. An application shall be submitted six (6) months in advance of the beginning date of the requested leave. Compensation will not be granted nor will salary scale credit be accrued during a long-term leave under this section. If health and life insurance are desired, the teacher on such leave shall pay the full premium.

K. Professional Service Leave - Short Term

The Board will grant up to twenty (20) days of paid leave time for any teacher who is selected as a representative to a Board or Agency of the Federal, State or County government, where such representation directly pertains to the benefit and welfare of public education and/or educators. Such leave time shall be for meetings conducted during the school day. Any compensation received for such activity over and above reimbursement of actual expenses shall be remitted to the School District only for the days the Board has granted leave. Such leave time shall be limited to an aggregate of not more than forty (40) days in any one year. No one teacher may take more than the number of days which when combined with that teacher's use of Association Leave (Teacher and Association Rights) and Personal Business Leave (Economic Benefits item F) would be equal to twenty-three (23) days in any one school year.

L. Job Sharing Leave

1. Definition

Job sharing is a voluntary leave program in two teachers share one full-time position.

2. Responsibilities

The responsibilities of the job sharers shall be divided according to a plan designed by the job sharers with the agreement of the building administrator(s). The job-sharing plan must include teaching responsibilities, schedule of work hours, method of communication between job sharing teachers, attendance at staff meetings, and substitution procedures. Both teachers will attend parent - teacher conferences, open house (if applicable), curriculum night, teacher institutes, in-service activities, and all similar professional activities as if they were employed on a full time basis.

3. Rights

A tenured teacher shall retain tenure and upon returning to a full time position shall be given the considerations given continuing full time teachers.

4. Application Procedures

An application and proposed plan must be submitted to the Superintendent by March 1 of the year preceding the school year for which the leave is requested. The School Board will notify the applicant of its disposition by May 10 following the request. Job sharing will be subject to approval on an annual basis.

5. Salary and Benefits

The teacher will be placed appropriately on the salary schedule with salary, insurance, TRS contributions, and leave benefits prorated according to the time worked.

M. Service Recognition Enhancement/Retirement Provisions

1. Eligibility Requirements

The Retirement provisions contained in Sections M.2 and M.3 below shall be available to any contractual, certified teacher who meets the following eligibility requirements:

- a. who elects to retire from employment with a minimum of fifteen (15) years of full-time teaching service with District 89 at the time of retirement (or, in the case of part-time teaching service, the equivalent of fifteen (15) years of full-time service) for M(2)(a) (sick leave payment) and a minimum of twenty (20) years of full-time teaching service with District 89 at the time of retirement (or, in the case of part-time teaching service, the equivalent of twenty (20) years of full-time service) for M(2)(b) (credible earnings increase); and
- b. who is qualified and applies for retirement benefits under the provisions of the Illinois Teachers' Retirement System as defined below; and
- c. who must NOT have received an increase in creditable earnings of greater than 6% in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called "look back")

[For example, if a teacher submits his/her letter of resignation and retirement one year prior to his/her intended retirement date there would be a three year "look back" to ensure that none of the final four years would trigger a TRS penalty to the District. For a letter submitted two years prior to his/her intended retirement date, there would be a two year "look back." For three years prior, a one year "look back." For four years prior, no "look back" would be required. If the result of the "look back" triggers a TRS penalty, the employee will not be eligible for the creditable earnings increase defined in section M.2.b.]; and

- d. who has submitted a signed promissory note (a.k.a. payback agreement) in the form appearing as Appendix C of this Agreement wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan, minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, if a change in the teacher's retirement date results in any TRS penalty (e.g., 6% penalty) to the District; and

- e. who gives a written irrevocable letter of resignation and retirement to the Superintendent no later than August 15 four (4) years prior to the first year in which he/she reaches TRS eligibility requirements for a non-discounted TRS annuity to receive all four (4) available years of creditable earnings enhancements, or no later than August 15 of a subsequent year to receive the remaining available years of creditable earnings enhancements.

Grandfather Clause

In the 2017-18 school year-teachers already eligible for a non-discounted annuity will be given 60 days from the date the contract is ratified by both parties to submit their letter of intent to receive retirement enhancements provided for by this 2017-2022 Collective Bargaining Agreement even though such teachers may have already passed the date by which they were first eligible for a non-discounted annuity.

For purposes of this section e, the retiring teacher bears the burden of determining which school year he/she is first eligible to retire; and

- f. who has not previously received retirement benefits from District 89.

2. Service Recognition Enhancement/Retirement Benefits

a. Sick Leave Payment

Upon retirement, a teacher with fifteen (15) years of full-time teaching service with District 89 (or, in the case of part-time teaching service, the equivalent of fifteen (15) years of full-time service), shall receive compensation in the amount of 50% of the current short-term substitute pay times the number of sick days accumulated in District 89 in excess of days reported for service credit in accordance with Teachers' Retirement System (TRS). Due to TRS 6% penalty contribution implications, no teacher shall be permitted to receive pay for unused sick leave as creditable earnings. Instead, pay for unused sick leave as described above shall be paid as a post-retirement severance benefit and, therefore, as non-creditable earnings.

Teachers who submit their intent to retire between August of 2017 through August 15, 2022, and with a retirement date of June 2018 through June 2026, will be guaranteed the sick leave payment outlined above.

b. Creditable Earnings Increase

A teacher may elect an additional Service Recognition Enhancement in the form of an increase in creditable earnings as follows:

- (i) A teacher may elect to have the final 1, 2, 3 or 4 years of creditable earnings enhanced by an increase as follows:

- 1) If a teacher has twenty (20) years of full-time teaching service with the District at the time of retirement, an annual 4.5% enhancement will be implemented after retirement election is made;
- 2) If a teacher has twenty-five (25) years of full-time teaching service with the District at the time of retirement, an annual 5% enhancement will be implemented after retirement election is made.

The enhancement will be calculated as follows:

The District shall determine the teacher's total creditable earnings for the work year preceding the commencement of the Service Recognition Enhancement (so-called "base year"). For year one of the Service Recognition Enhancement, the teacher shall receive an increase over the teacher's base year creditable earnings, minus compensation for any service no longer rendered by the teacher. Thereafter, in years two, three and four, if so elected, the teacher shall receive an increase over the prior year's creditable earnings, as defined above, minus compensation for any service no longer rendered by the teacher. This Creditable Earnings Increase/Service Recognition Enhancement shall be in lieu of any creditable earnings otherwise due under this Agreement.

NOTE: It is the intent of the District to maintain the extracurricular duties of the teacher while participating in this retirement plan so that there will not be a diminishment in that teacher's creditable earnings in the remaining years of employment, provided that the teacher's performance in the assignment is considered acceptable. If there are changes in the needs of the District that cause a discontinuation of a teacher's extracurricular duties, the District's site based teams will make a good faith effort to offer the effected teacher a comparable extra duty assignment, so as to maintain the teacher's creditable earnings. If the District cannot provide an alternate extra duty due to budget constraints it shall not be obligated to compensate a teacher for an extra duty. In addition, if there is no alternative extra duty assignment available for which the teacher is qualified or if the teacher is not reassigned due to performance issues or if the teacher voluntarily resigns from the extra duty the District shall not be obligated to compensate the teacher for an extra duty.

(ii) If, after a service recognition option is approved, it is determined that an error was made and the enhancement should not have been approved because of the aforementioned reason, the administration may correct the error as follows: In the school year the error is discovered the enhancement will be removed, the teacher's salary for that year will be adjusted and the teacher will be placed back on the salary schedule.

(iii) Upon approval of a teacher's request for the aforementioned Creditable Earnings Increase/Service Recognition Enhancement the teacher shall be considered as being

on the enhancement track and no longer on the salary schedule, notwithstanding the fact that the base salary for the first enhancement year may be the same as the scheduled salary would have been. Beginning with the first year of the teacher's Creditable Earnings Increase/Service Recognition Enhancement, the teacher shall be paid in accordance with section B of the Compensation Article of the Agreement, entitled "Frequency of Pay."

(iv) Teachers who submit their irrevocable letter of intent to retire between August of 2017 through August 15, 2022, and with a retirement date of June 2018 through June 2026, will be guaranteed up to four (4) years of the salary enhancements under this contract subject to Section M(1)(e). No salary enhancements are guaranteed past a retirement date of June 2026.

(v) In the event there is a miscalculation of the retirement benefits of this provision resulting in either an overpayment or underpayment to the retiring teacher, the parties agree that such error(s) shall be corrected by the District as soon as possible following prior written notice to the teacher and the Association President/Co-Presidents.

3. Other Retirement Incentives

The Board of Education may negotiate other early retirement incentives with an individual bargaining unit member, provided that such bargaining unit member shall have the right to be represented by the Association in such negotiations. Any agreement reached must be approved by the President/Co-Presidents of the Association. Such individually negotiated agreements shall not constitute a precedent, and will not bind the Association or the Board in future individual negotiations, if any.

In the event a teacher suffers a catastrophic event, he/she may revoke his/her Letter of Intent to Retire at the Board's discretion.

If any action of the State Legislature changes the retirement options available, the Board and the Association will meet to determine the impact on the retirement provisions in this contract.

4. Promissory Note (Payback Agreement)

Prior to salary enhancements taking effect, each retiree electing salary enhancements as defined in Section M2 shall be required to sign and submit to the Business Office a Promissory Note (Payback Agreement) as outlined in Appendix C.

N. Insurance Provisions - Retired Teachers

Retirement provisions contained herein shall be given to any contractually certified teacher who retires from employment with a minimum of ten (10) years of service to District 89, and who is qualified to receive retirement benefits under the provisions of the Illinois Teacher's Retirement

Act. The post-retirement insurance benefits outlined in this section are guaranteed to teachers who elect by August 15, 2022, and with a retirement date of June, 2018 through June 2026 with such benefits in place as of the date of election and not the date of retirement.

1. Notification of Insurance Options

Notification to the Superintendent requesting one of the two insurance options outlined below must be made in writing by March 1st of the last full year of teaching.

2. Insurance Options Available

There are two mutually exclusive health insurance options available to an employee upon retirement.

a. District Insurance

(1) A teacher, currently covered by District insurance, may elect upon retirement to exercise Consolidated Omnibus Budget Reconciliation Act (COBRA) rights. This would allow a teacher to continue coverage under the District's medical insurance. The cost of the individual COBRA premium would be shared eighty percent (80%) by the Board, and twenty percent (20%) by the retiree for a period of eighteen months if the teacher elects COBRA coverage under an HMO plan, or shared seventy percent (70%) by the Board, and thirty percent (30%) by the retiree for a period of eighteen months if the teacher elects COBRA coverage under a PPO plan.

(2) Individual COBRA premiums shall be submitted monthly in advance to the designated location.

b. Teachers' Retirement System Insurance

A teacher, upon retirement, may elect to participate in the Teacher's Retirement Insurance Program (TRIP). Retiring teachers must elect coverage under TRIP of a similar plan design (HMO vs. PPO) as the teacher carried with the District on their final day of employment. An exception will be made if the retired teacher elects a less costly plan design under TRIP. This is providing that the teacher retires in a state that allows for both HMO and PPO plans. If not, the teacher will be allowed to select the other option with the benefits outlined below.

The Board will pay eighty percent (80%) of the teacher's share of the individual premium if the teacher elects coverage under an HMO plan, or seventy (70%) of the teacher's share of the individual premium if the teacher elects coverage under a PPO plan. However, in no case shall the amount paid by the Board exceed the current dollar amount paid for the single coverage cost for an active full-time teacher. This would remain in effect for five (5) years from the date of retirement. Once a retired teacher reaches Medicare eligibility, the District's financial obligation will be

limited to ninety percent (90%) of the individual premium for the Medicare primary coverage under TRIP.

Those teachers who submitted their Letter of Intent to Retire during the life of the 2013-2017 Collective Bargaining Agreement will maintain the retirement insurance provisions provided in that agreement. The aforementioned 2013-2017 benefit agreement is as follows with an agreed upon portion added in italics to reflect past practice:

A teacher, upon retirement, may elect to participate in the Teacher's Retirement Insurance Program (TRIP). Retiring teachers must elect coverage under TRIP of a similar plan design (HMO vs. PPO) as the teacher carried with the District on their final day of employment. An exception will be made if the retired teacher elects a less costly plan design under TRIP. *This is providing that the teacher retires in a state that allows for both options. If not, the teacher will be allowed to select the other option with the benefits outlined below.*

The Board will pay ninety percent (90%) of the teacher's share of the individual premium. However, in no case shall the amount paid by the Board exceed the current dollar amount paid for the single coverage cost for an active full-time teacher. This would remain in effect for five (5) years from the date of retirement. Once a retired teacher reaches Medicare eligibility, the District's financial obligation will be limited to 90% of the single premium for the Medicare primary coverage under TRIP.

O. Sick Leave Bank

1. The Board of Education shall establish a Sick Leave Bank on a voluntary basis. Any teacher is eligible to participate in this bank.
2. The Board of Education shall administer the Sick Leave Bank and will notify all newly eligible teachers of their option to join the Sick Leave Bank. On or before September 1 of each school year, the Administration shall provide the Association President/Co-Presidents with a list of all teachers not yet enrolled in the Bank. The Administration shall report to the Association President/Co-Presidents on October 15, January 15 and April 15, the usage of the Sick Leave Bank. The report will identify the names of the employees using the Bank and the number of days used unless prohibited by law.
3. Each teacher first enrolling in the Bank shall donate one (1) day of his/her sick leave to the Bank no later than October 1 in the year that they join. Each continuing teacher shall donate one (1) day of his/her sick leave to the Bank if the balance in the Bank is 270 days or less on October 1. No contribution shall be required of current members if the balance of the Bank is over 270 days on October 1. The Board shall donate an equal amount of days each year as are voluntarily contributed by teachers as of October 1. On or before

November 1 of each year, the Association shall receive written verification as to the specific number of days in the Bank.

4. The intent of the Sick Leave Bank is to provide additional financial protection and the continuation of benefits outlined in the Economic Fringe Benefits Section of this collective bargaining agreement for those teachers who incur a period of prolonged serious illness, which requires a continuous absence from work. The Bank shall not be applicable to any teacher while on any unpaid leave of absence.

5. The Bank shall not be applicable to surgical or other medical procedures that may be safely deferred until a vacation or recess period.

6. A teacher who has contributed to the Bank may apply to withdraw days from the Bank when all the following circumstances have been met:

- a. The teacher must fulfill an elimination period of 30 workdays per qualifying event. This means a person has to have been out at least 30 consecutive sick days. The teacher must also incur 5 unpaid workdays to access the Sick Leave Bank. The unpaid days may occur during the elimination period.
- b. Within the same school year, subsequent elimination periods will not be required to be fulfilled if for the same initial qualifying event as substantiated by a physician's statement.
- c. His/her own accumulated and accrued sick leave has been totally depleted. If additional sick days are earned due to a break such as summer vacation, the teacher must again deplete these days before continuing in the Bank.
- d. Prior to first use of the Bank, the district will obtain a physician's statement verifying the prolonged serious illness, which makes it impossible for the teacher to perform his/her assigned duties in the same capacity as employed at the time of the qualifying event (i.e. a full-time teacher cleared to work half-time). Each twenty (20) work days thereafter, the teacher shall submit a physician's statement verifying the continuation of the identified illness. In addition, for a teacher who has been enrolled in the Bank for less than one (1) year, the physician's statement must certify that the illness is not a condition that existed prior to the teacher's enrollment in the Bank. The Association and individual eligible teachers recognize that the Board retains the right to have the teacher examined by a physician selected by the Board, if there is any question raised by the physician's statement submitted by the teacher or other circumstances.
- e. The annual maximum number of days that may be withdrawn by an individual teacher shall be ninety (90) days or until the end of the school term, whichever is less.
- f. Sick leave bank days will not count as days worked in determining step movement on the salary schedule.
- g. If certified teachers are using days from the Sick Leave Bank, they will continue to accrue seniority if the number of days used do not exceed the number of work days from the start of the school year to November 1 of that current school year. If a certified teacher using days from the Sick Leave Bank exceeds the

aforementioned days, credit towards seniority will be counted pro rata. This will not, however, constitute a break in continuous service.

- h. Sick Leave Bank days will not count towards tenure accumulation unless used concurrently with FMLA.

7. A teacher may terminate his/her participation in the Sick Leave Bank any time by giving written notice to the Superintendent, but shall not be able to withdraw any days previously contributed to the Bank.

8. Days contributed to the Sick Leave Bank, which have not been withdrawn, shall remain in the Bank for use in the succeeding school term.

9. Disputes regarding interpretation of this section cannot be grieved past the Superintendent's level.

P. Section 125 Plan

1. The Board shall maintain a flexible benefit plan, which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

2. A teacher may annually elect to participate by choosing to receive benefits not to exceed the maximum dollar amount stated in the plan. The amount elected shall be deducted from the teacher's compensation along with deduction of contributions to the Illinois Teachers' Retirement System, which may be required on such cafeteria plan payments. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
- b. Reimbursement for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code.

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

4. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's semi-monthly salary payments during the plan year.

5. Claims for reimbursement must be made for services received during the plan year.

Compensation:

A. Salary

Teachers shall be paid in accordance with the salary schedule and formula(s) attached hereto as Appendix A except for those teachers participating in the Salary Increase/Service Recognition Enhancement as defined in Section M of this Agreement.

B. Frequency of Pay

Teachers will be paid in semi-monthly (24) equal installments. The first paycheck will be issued on August 15. Teachers will continue to be paid semi-monthly through May 30. The remaining summer checks will be paid on the Friday following June 1. In the fifth year of this agreement (2021-22) teachers will continue to be paid semi-monthly through June 15. The remaining summer checks will be paid on the Friday following June 15

C. Definition of Per Diem

For purposes of deductions or additions to a teacher's salary, the per diem rate shall be used. Per Diem shall be defined as 1/181st of the teacher's salary as specified in Appendix A.

D. Extension of School Year

The Board has the authority to require up to five (5) additional days to the school calendar. Such days shall be compensated at per diem. Notification of additional days, and their use, shall be made no later than the regular April Board meeting of that school year.

Savings Clause:

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

DURATION AND ACCEPTANCE OF THE AGREEMENT

This Agreement shall be effective as of August 14, 2017, and shall continue in effect through the end of the day preceding the first day of the 2022-2023 school term. However, should negotiations for a successor Agreement continue beyond the termination date stated above, the terms and conditions of this Agreement shall remain in force and effect until such negotiations result in a ratified Agreement between parties or either party notifies the other that it wishes to terminate the terms and conditions of this Agreement.

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

It is expressly understood and agreed upon that all functions, rights, powers or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

This Agreement is signed this _____ day of _____, 2018.

IN WITNESS WHEREOF:

For the District No. 89
Education Association:

For the Board of Education,
Community Consolidated
School District No. 89:

President/Co-Presidents

President

President/Co-Presidents

Secretary

Secretary

APPENDIX A

Salary Schedules

If there is a material change in funding sources or expenses that were not contemplated in this agreement, the Association Executive Board or its designee and the Board of Education or its designees will meet to determine what course of action, if any, should be followed. Examples of factors that could be examined are: the CPI, medical insurance costs, the General State Aid formula and Fund balances.

SALARY SCHEDULE OPERATION AND PLACEMENT

1. Teachers who earn a Doctorate degree or an MFAT (defined as a Terminal Fine Arts Degree beyond the Masters), will receive \$1,000 more compensation than the comparable step in the MA/45 lane.
2. Teachers who hold National Board Certification will earn a \$1,000 stipend for each year he/she maintains National Board Certification, providing none of the course work completed as part of the National Board Certification is used for advancement on the salary schedule. The District shall provide teachers with an approved form by which teachers will attest to coursework or other professional activities credited toward the National Board Certification. Proof of earning The National Board Certification must be submitted to the District office by October 15 of that academic year. If a teacher does not maintain his/her National Board Certification, the stipend will be discontinued. It is the responsibility of the teacher to submit proof of maintaining the certification.
3. Course work outside an approved Masters degree or Certificate of Advanced Study or Doctoral program, which qualifies for horizontal advancement on the salary schedule, must be pre-approved by the Superintendent or his/her designee.
4. Only one step will be granted in a single academic year.
5. Initial placement on the salary schedule upon hire shall be determined on evidence submitted to the District office by October 1 in the form of the official transcript(s) of credits which were completed prior to the first day of the school year.
6. Requests for salary credit for completion of courses, with the exception of the completion of a Master's Degree in Education, a Doctorate or an MFAT, must be submitted to the District office by October 15 of that academic year in the form of the official transcript(s) of credits. Requests

for salary lane changes due to the completion of an earned degree may also be made by February 15 of the academic year. Prospective salary adjustments will be made at the semester break only.

7. Professional Growth Units: The Board of Education shall grant salary schedule credit to certified staff for satisfactorily completed professional growth opportunities that meet the guidelines set forth below:

- a. Fifteen CPDU's equal one graduate hour.
- b. If a certified staff member is paid, takes release time or the District pays for the conference/workshop, no CPDU's will be counted for salary credit.
- c. Attendance minimum shall be no less than 80% of a course or workshop.
- d. CPDU's for salary credit may not exceed the equivalent of six graduate hours in any given year.
- e. For each fifteen hours of salary schedule credit, graduate hours from CPDU's may not exceed six hours.

8. Salary Schedules 2019-20 through 2021-22: Base salary increases will be awarded based upon a percentage of the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics for December 31, 2017, December 31, 2018 and December 31, 2019, as used by the Property Tax Extension Limitation Law (PTELL). The CPI-U that will apply to the 2019-20 base increase will be that published on December 31, 2017. The CPI-U that will apply to the 2020-21 base increase will be that published on December 31, 2018. The CPI-U that will apply to the 2021-22 base increase will be that published on December 31, 2019.

Each lane in the salary schedule will be awarded a different percentage of the CPI-U base increase. These percentages are identified as follows: BA – 65%, BA+15 – 70%, MA – 75%, MA+15 – 80%, MA+30 – 85%, MA+45 – 90%. A minimum percentage base increase for each lane will be 1% and the maximum percentage base increase for each lane will be 4% over the life of this contract should the CPI-U fall outside of this range.

In each of the final three years of this contract, an additional step will be added to the yearly salary schedule so that in the final year of the contract, the salary schedule reflects 24 steps. Additionally, the uniform step increase applied to each of the final years will be as follows: In 2019-20, step increases will be set at 2.80%. In 2020-21, step increases will be set at 2.70%. In 2021-22, step increases will be set at 2.60%.

Salary Schedule 2017-18

	Base =	2.35%				
Step =	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
2017-2018 Salary Schedule District 89						
		3.50%	5.50%	4.00%	4.00%	4.00%
	100%	100%	100%	100%	100%	100%
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	48,284	49,974	52,722	54,831	57,025	59,306
2	49,732	51,473	54,304	56,476	58,735	61,085
3	51,224	53,017	55,933	58,171	60,497	62,917
4	52,761	54,608	57,611	59,916	62,312	64,805
5	54,344	56,246	59,340	61,713	64,182	66,749
6	55,974	57,933	61,120	63,565	66,107	68,751
7	57,654	59,671	62,953	65,471	68,090	70,814
8	59,383	61,462	64,842	67,436	70,133	72,938
9	61,165	63,305	66,787	69,459	72,237	75,126
10	63,000	65,205	68,791	71,542	74,404	77,380
11	64,890	67,161	70,855	73,689	76,636	79,702
12	66,836	69,175	72,980	75,899	78,935	82,093
13			75,170	78,176	81,303	84,556
14			77,425	80,522	83,742	87,092
15			79,747	82,937	86,255	89,705
16			82,140	85,425	88,842	92,396
17			84,604	87,988	91,508	95,168
18			87,142	90,628	94,253	98,023
19			89,756	93,347	97,080	100,964
20			92,449	96,147	99,993	103,993

Longevity Base	BA	BA+15	MA	MA+15	MA+30	MA+45
2017-18	N/A	N/A	\$90,624	\$93,366	\$101,028	\$103,829
	BA	BA+15	MA	MA+15	MA+30	MA+45
Longevity 1-4	N/A	N/A	\$-	\$-	\$-	\$-
Longevity 5-9	N/A	N/A	\$500	\$600	\$800	\$1,000
Longevity 10-14	N/A	N/A	\$750	\$900	\$1,500	\$3,000
Longevity 15+	N/A	N/A	\$1,000	\$1,250	\$2,500	\$5,000

Salary Schedule 2018-19

Base (tied to CPI) =	2.10%					
Step =	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
2018-2019 Salary Schedule District 89						
		3.50%	5.50%	4.00%	4.00%	4.00%
	65%	70%	75%	80%	85%	90%
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	48,943	50,708	53,553	55,752	58,042	60,426
2	50,362	52,179	55,106	57,369	59,726	62,179
3	51,823	53,692	56,704	59,033	61,458	63,982
4	53,326	55,249	58,348	60,745	63,240	65,837
5	54,872	56,852	60,040	62,507	65,074	67,747
6	56,463	58,500	61,782	64,319	66,961	69,711
7	58,101	60,197	63,573	66,185	68,903	71,733
8	59,786	61,942	65,417	68,104	70,901	73,813
9	61,520	63,739	67,314	70,079	72,957	75,954
10	63,304	65,587	69,266	72,111	75,073	78,157
11	65,139	67,489	71,275	74,202	77,250	80,423
12	67,029	69,446	73,342	76,354	79,490	82,755
13			75,469	78,569	81,796	85,155
14			77,657	80,847	84,168	87,625
15			79,909	83,192	86,609	90,166
16			82,227	85,604	89,120	92,781
17			84,611	88,087	91,705	95,471
18			87,065	90,641	94,364	98,240
19			89,590	93,270	97,101	101,089
20			92,188	95,975	99,917	104,021
21			94,861	98,758	102,814	107,037

Longevity Base	BA	BA+15	MA	MA+15	MA+30	MA+45
2018-19	N/A	N/A	\$92,051	\$94,934	\$102,831	\$105,791
	BA	BA+15	MA	MA+15	MA+30	MA+45
Longevity 1-4	N/A	N/A	\$-	\$-	\$-	\$-
Longevity 5-9	N/A	N/A	\$500	\$600	\$800	\$1,000
Longevity 10-14	N/A	N/A	\$750	\$900	\$1,500	\$3,000
Longevity 15+	N/A	N/A	\$1,000	\$1,250	\$2,500	\$5,000

Salary Schedule 2019-20

Base (tied to CPI) =	2.10%					
Step =	2.80%	2.80%	2.80%	2.80%	2.80%	2.80%
	2019-2020 Salary Schedule District 89					
		3.50%	5.50%	4.00%	4.00%	4.00%
	65%	70%	75%	80%	85%	90%
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	49,611	51,454	54,396	56,689	59,079	61,568
2	51,000	52,895	55,919	58,276	60,733	63,292
3	52,428	54,376	57,485	59,908	62,433	65,065
4	53,896	55,898	59,095	61,586	64,181	66,886
5	55,405	57,463	60,749	63,310	65,978	68,759
6	56,957	59,072	62,450	65,083	67,826	70,684
7	58,551	60,726	64,199	66,905	69,725	72,664
8	60,191	62,427	65,996	68,778	71,677	74,698
9	61,876	64,175	67,844	70,704	73,684	76,790
10	63,609	65,971	69,744	72,684	75,747	78,940
11	65,390	67,819	71,697	74,719	77,868	81,150
12	67,221	69,718	73,704	76,811	80,049	83,422
13			75,768	78,962	82,290	85,758
14			77,890	81,173	84,594	88,159
15			80,070	83,446	86,963	90,628
16			82,312	85,782	89,398	93,166
17			84,617	88,184	91,901	95,774
18			86,987	90,653	94,474	98,456
19			89,422	93,191	97,119	101,213
20			91,926	95,801	99,839	104,047
21			94,500	98,483	102,634	106,960
22			97,146	101,241	105,508	109,955

Longevity Base	BA	BA+15	MA	MA+15	MA+30	MA+45
2019-20	N/A	N/A	\$93,501	\$96,529	\$104,667	\$107,791
	BA	BA+15	MA	MA+15	MA+30	MA+45
Longevity 1-4	N/A	N/A	\$-	\$-	\$-	\$-
Longevity 5-9	N/A	N/A	\$500	\$600	\$800	\$1,000
Longevity 10-14	N/A	N/A	\$750	\$900	\$1,500	\$3,000
Longevity 15+	N/A	N/A	\$1,000	\$1,250	\$2,500	\$5,000

Base (tied to CPI-U) =		1.90%				
Step =	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
	2020-2021 Salary Schedule District 89					
		3.50%	5.50%	4.00%	4.00%	4.00%
	65%	70%	75%	80%	85%	90%
Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	50,224	52,138	55,171	57,551	60,033	62,621
2	51,580	53,546	56,661	59,105	61,654	64,312
3	52,972	54,992	58,191	60,701	63,318	66,049
4	54,403	56,476	59,762	62,339	65,028	67,832
5	55,872	58,001	61,376	64,023	66,784	69,663
6	57,380	59,567	63,033	65,751	68,587	71,544
7	58,929	61,176	64,735	67,526	70,439	73,476
8	60,520	62,827	66,482	69,350	72,340	75,460
9	62,155	64,524	68,278	71,222	74,294	77,497
10	63,833	66,266	70,121	73,145	76,299	79,590
11	65,556	68,055	72,014	75,120	78,360	81,739
12	67,326	69,893	73,959	77,148	80,475	83,945
13			75,956	79,231	82,648	86,212
14			78,006	81,371	84,880	88,540
15			80,113	83,568	87,171	90,930
16			82,276	85,824	89,525	93,385
17			84,497	88,141	91,942	95,907
18			86,778	90,521	94,425	98,496
19			89,121	92,965	96,974	101,156
20			91,528	95,475	99,592	103,887
21			93,999	98,053	102,281	106,692
22			96,537	100,700	105,043	109,573
23			99,143	103,419	107,879	112,531

Longevity Base	BA	BA+15	MA	MA+15	MA+30	MA+45
2020-21	N/A	N/A	\$94,833	\$97,996	\$106,357	\$109,634
	BA	BA+15	MA	MA+15	MA+30	MA+45
Longevity 1-4	N/A	N/A	\$-	\$-	\$-	\$-
Longevity 5-9	N/A	N/A	\$500	\$600	\$800	\$1,000
Longevity 10-14	N/A	N/A	\$750	\$900	\$1,500	\$3,000
Longevity 15+	N/A	N/A	\$1,000	\$1,250	\$2,500	\$5,000

APPENDIX B

EXTRA DUTY SCHEDULE

It is the responsibility of each school's Site-Based School Improvement Team to determine appropriate stipends for each extra-duty activity or choose to use the Extra-Duty Schedule as set forth herein, however, in no case shall the extra-duty funds allocated for these activities be used for before or after school tutorial programs.

The Index for the activities will be applied each year to the BA step 1 salary shown on the salary schedule for that year. The total amount allocated for a school's extra duty shall be increased by the same percentage each year as the increase in the BA step 1 salary. In the event there is a material change in funding sources or expenses that were not contemplated in this agreement, the Association Executive Board or its designee and the Board of Education or its designee will meet to determine what course of action, if any, should be followed.

ACADEMIC	Index
Glen Crest Department Chairs	
1-2 dept. members	0.01550
3-4 dept. members	0.03200
5-8 dept. members	0.04200
9-12 dept. members	0.05100
13+ dept. members	0.06000
Team Leaders/Middle School	0.03200
Team Leaders/Other	
1-5 members	0.02000
6-10 members	0.02250
11 +members	0.02500
Outdoor Education (per night)	0.00400
Outdoor Education (day trip only)	\$100.00 per day
Committee Work	
(per hour--school year)	0.00065
(per hour--summer)	0.00090
Committee Chair and Secretary: + \$1 per hour	
Professional Development	
(per hour – school year)	0.00065
(per hour--summer)	0.00090
Internal Substitute (annual = times # minutes daily)	0.00230
Summer Workshop	\$120.00 per day
Data Retreat	\$120.00 per day

Extra duty positions to be filled, with the exception of those shown as supervision must be open first for qualified volunteers from the certified staff members in the building where the position is located. If a qualified person is not found from the building staff, qualified volunteers will be accepted from other buildings. Teachers holding an extra duty position and satisfactorily meeting the requirements of the position will be given priority in receiving that position for another year, unless otherwise outlined in the job description. All vacancies or new positions must be posted for one week prior to selecting and assigning staff members. The decision to fill or not fill such positions shall remain with the Administration.

If the Site-Based School Improvement Team elects to utilize the Extra Duty Schedule in Appendix B, prior experience shall be considered for placement on the second level on the extra duty schedule. Three years' experience in this activity, in School District 89 will qualify the employee for placement for that position on the second level. (Experience need not be consecutive years.)

APPENDIX C

Promissory Note (Payback Agreement)

Employee Name:

Date:

I have requested to participate in the Service Recognition Enhancement/ Retirement Provisions as contained in Section M of the Economic and Fringe Benefits Article of the 2017-2022 Collective Bargaining Agreement.

As a condition of participation, I understand that I must meet all of the requirements of Section M, which include among them the following pertinent part:

a teacher . . . “who has submitted a signed promissory note (a.k.a. payback agreement) in the form appearing as Appendix C of this Agreement wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under this plan, minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, if a change in the teacher’s retirement date results in any TRS penalty (e.g., 6% penalty) to the District.”

If such a penalty does result, I understand that I must reimburse the District for any retirement enhancements the District paid if the change in my retirement date will cause the District to pay an “excess salary contribution” to TRS. If my retirement causes the District to pay an “excess salary contribution” to TRS, I will repay to the District an amount equal to the difference between the retirement enhancement and my ordinary, creditable earnings had I not participated in the Program. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I understand that should I default in the above referenced payment, the District shall be entitled to pursue a legal claim against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note, the District shall seek not only repayment as described above, but shall also be entitled to seek reimbursement of all costs and fees incurred by the Board of Education in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this Agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

Name

Date

LETTER OF INTENT

1. Work Station

The Board recognizes the need for all teachers to have a permanently assigned work area, when possible and will arrange to have a desk assigned to all teachers. If assigned to multiple buildings, a desk will be provided in each building.

2. Work Load

It is the intent of the Board of Education, in so far as financial resources and facilities allow, to provide class sizes that do not exceed the numbers listed below.

Range*

K = 17-25

1 = 17-26

2-3 = 18-27

4-5 = 20-29

6-8 = 24-34 (average 30 based on 6 teaching periods) PE=200

*Discussion occurs at the high and low end of the range regarding the feasibility of adding or reducing the number of sections; the need for providing instructional and/or clerical support/modification/adaptation to the standard program; consideration of alternative organizational models for delivery of instruction.

Teacher workloads for any one subject or grade level will be scheduled in an effort to have them balanced. Normally, this will mean a numerical balance, however, student grouping, mainstreaming, inclusion, gifted and similar factors may be taken into account when balancing workloads. It is recognized that student enrollments shift during the year, which may change that balance.

3. Aide Allocation

The assistance of an instructional aide for a specific amount of time each week as determined by the Administration will be offered as long as it is financially feasible for the following:

At Glen Crest, aide time will be requested for a specific academic class when a teacher's workload exceeds 180 (PE=200) students and the class reaches 34 students. Every attempt will be made to schedule no more than 32 students in science labs.

Aide support is allocated based on the student need. In the event a teacher feels a need for additional aide support for his/her students, an Application for Aide Support is available through the building principal. Final decision regarding aide allocation will be determined by the administration. The teacher will be notified of the final decision in a timely manner.

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4. Parent - Teacher Conference Scheduling

Flexibility of scheduling during parent - teacher conferences is desirable when it best serves the needs of parents, students, and teachers. Therefore, when the professional responsibilities of teachers have been met, they are free to do as they choose.

5. Special Needs Children

The Board and the Association agree that the needs of all of the children we educate must be met. When it is decided that the needs of a child with disabilities can be met appropriately in the regular classroom, there are minimum standards to which we are committed.

Placement - When the size of a class servicing special needs children reaches the class size guidelines specified in the Letter of Intent, the team will meet again to address the need for balanced responsibilities. At Glen Crest this meeting will take place when the class size exceeds 30 students.

Training - Special training required to meet the special needs of a child in the regular classroom will be facilitated by the Student Support Team in the building. Placement decisions will be made to allow sufficient time for teacher training when possible. Training opportunities will be made available to all personnel who will be with the student. Every effort will be made to complete training before a student is placed. District resources will be used to provide the training.

When a student's needs include physical limitations, an aide, or other appropriate personnel, as required by law, will be trained to provide the physical services the student requires.

Joint Statement

We are pleased to have, once again, reached settlement of our Negotiated Agreement. This Agreement continues to reflect the collaborative style that has been a hallmark of our process. It both enables and requires the active involvement of the Board, Administration, Teachers, Students, Parents and the Community. This Agreement positions us to continue our progress to the highest levels of excellence and continuous growth for students and staff. In addition, we have provided for compensation that incorporates the community's need for judicious use of district resources and also assures teachers fair compensation.

For the District No. 89
Education Association:

For the Board of Education,
Community Consolidated
School District No. 89:

President/Co-Presidents

President

President/Co-Presidents