

**AGREEMENT**

between

**CENTER CASS SCHOOL DISTRICT NO. 66**

and

**CENTER CASS EDUCATION ASSOCIATION**

For School Years:

2015-2016

2016-2017

2017-2018

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## I. DEFINITIONS

The following definitions shall be employed throughout this Agreement. Other definitions are set forth within various sections of the Agreement.

*“Administration”* shall mean, collectively, those members of the District administrative team, including the Superintendent, the principals and assistant principals (if any) at Lakeview Junior High School, Prairieview School and Elizabeth Ide School.

*“Agreement”* shall mean this Agreement between Center Cass School District No. 66 and Center Cass Education Association for School Years 2015-2016, 2016-2017, 2017-2018.

*“Association”* shall mean the Center Cass Education Association.

*“Board”* shall mean the duly elected or appointed Board of Education of Center Cass District 66, DuPage County, Illinois.

*“Business day”* shall mean a day on which the School Administration Office is open for business.

*“Code”* shall mean the Internal Revenue Code of 1986, as amended from time to time.

*“District”* shall mean Center Cass District 66, DuPage County, Illinois.

*“IEA”* shall mean the Illinois Education Association.

*“IELRB”* shall mean the Illinois Educational Labor Relations Board.

*“Immediate Family”* shall mean a teacher’s parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, partners in legally recognized civil union, or individuals for whom the teacher is the legal guardian.

*“NEA”* shall mean the National Education Association.

*“TRS”* shall mean the Teachers Retirement System of the State of Illinois.

## **II. RECOGNITION**

### **A. General Recognition**

The Board hereby recognizes the Association, being affiliated with the IEA and the NEA, as the sole bargaining agent for all full-time and part-time regularly employed teachers except the Superintendent, other central office professional staff, paraprofessionals, substitutes, and persons spending 50% or more of their assigned duties in a supervisory or managerial capacity.

### **B. Fair Share**

1. Each teacher, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of his/her duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the teacher's proportionate share of the cost of the collective bargaining process and administration of this Agreement (as computed annually by IEA). Alternatively the teacher may pay directly to the Association a like sum.
2. In the event that the teacher does not either (a) pay his/her fair share fee directly to the Association; or (b) execute an authorization to the District to withhold such sum from his/her compensation, by thirty (30) days following the commencement of his/her employment, or the effective date of this Agreement, whichever is later, then the Board shall deduct the fair share fee in eighteen (18) equal installments from the regular salary checks of the teacher.
3. Such fair share fee shall be paid to the Association by the Board no later than ten (10) days following deduction from the teacher's checks.
4. In the event of any legal action against the Board brought in a court or any administrative agency because of its compliance with this Article, the Association and the IEA/NEA agree to defend such action, at their own expense and through their own counsel, provided:
  - a. The Board gives immediate notice of such action in writing to the Association for it to consider intervention as a party if it so desires; and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at trial and all appellate levels.
5. The Association and the IEA/NEA agree that in any action so defended, they will indemnify and hold harmless the Board and/or District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member or a belief sincerely held with the strength of traditional religious views, object to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the teacher to a mutually agreeable non-religious charitable organization, as per Association policy and the Rules and Regulations of the IELRB.

### **III. MANAGEMENT RIGHTS**

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

- A. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its teachers as related to the conduct of school affairs.
- B. To hire all teachers and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, and their dismissal or demotion, their assignment, and to promote and transfer all such teachers.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organizations of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited by the specific and express terms of this Agreement.

#### **IV. NO STRIKE CLAUSE**

During the term of this Agreement, the Association agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any concerted job action which would materially interfere with the administration of the District.

## V. ASSOCIATION RIGHTS

The Association reserves the following rights:

- A. To meet with the Superintendent on a monthly basis for the purpose of discussing teacher concerns in each of the 3 District buildings.
- B. To use school e-mail for the purpose of notifications of meetings and non-specific business.
- C. To be notified of changes made to the teacher handbook by highlighting such changes in the subsequent version, and which is provided to all teachers within the first 2 weeks of each school year.

D. Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences, or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for a maximum of ten (10) days, with the provision that no more than three (3) teachers from any one building will request such leave on a given day. Teachers requesting Association leave days will do so at the earliest possible date to the superintendent.



## **VI. GRIEVANCE PROCEDURE**

### **A. Definition**

A “grievance” is defined as a complaint or claim by a teacher or teachers, or the Association, that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

### **B. Association Assistance**

The Board acknowledges the right of the Association to assist a grievant at any level of this grievance procedure if it obtains the consent of the grievant. The Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any teacher or the Association to act on a grievance within the prescribed time limits shall prohibit the grievant from proceeding to the next step. The time limits, however, may be extended by mutual written consent. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.

### **C. Grievance Involving Administrator**

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure described below after the grievant has first consulted the Administrator involved.

### **D. General Procedures**

*Step 1.* If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his or her immediate supervisor no later than twenty (20) business days after the occurrence of the alleged claim or complaint. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. At this meeting the grievant may present a witness or witnesses. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, shall also be present for the meeting. The supervisor will then within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

*Step 2.* If the grievant is not satisfied with the disposition of the grievance at Step 1, or if the Step 1 time limits expire without the issuance of the supervisor’s memorandum, the grievant may, within ten (10) business days after the Step 1 meeting, refer the grievance to the Superintendent. The Superintendent shall, within ten (10) business days thereafter, conduct a meeting with the same parties being present as were present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor, if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent shall, within ten (10) business days provide a written decision to the grievant.

*Step 3.* If the Superintendent does not conduct the Step 2 meeting within the aforementioned 10 days, or if the grievant is not satisfied with the disposition of the grievance at Step 2, or if the Step 2 time limits expire without the issuance of the Superintendent’s decision, the grievant may refer the grievance to the Board. Upon the receipt of the request, the Board shall, within thirty-five (35) days schedule a closed session hearing on the grievance. At such hearing, both parties shall be present to hear the arguments from each side. After the presentation of arguments, both parties shall leave the proceedings while the Board deliberates and reaches its decision. The Board shall render its decision in writing to the parties within ten (10) business days after the hearing. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

*Step 4.* If the grievance is not resolved satisfactorily at Step 3, there shall be available a third step of impartial binding arbitration. The Association may submit in writing a request to the Superintendent within ten (10) business days from receipt of the Step 3 decision. The arbitrator shall be selected from the American Arbitration Association in accordance with its voluntary labor tribunal's rules. At arbitration, neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, or to make any award void or prohibited by law, statutory or decisional.

The cost of the arbitrator shall be borne equally between the aggrieved party and the District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. The arbitrator's decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of this Agreement.

E. Release from Assignment

Should the investigation of any grievance require, in the judgment of the Superintendent, that a teacher be released from his or her regular assignment, he or she will be released without loss of pay or benefits.

F. No Retaliation

The Board agrees not to take any reprisal against any person for his or her participation in the grievance process. The Association agrees to take no reprisals against any person because of his or her participation or refusal to participate in the grievance process.

G. Priority of Proceeding

Should any teacher commence an action against the Board and/or any of its members individually or collectively, before any State or Federal Administrative Agency, Court or Tribunal, charging the Board or any of its members as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceeding shall act as a bar to the commencement of further proceeding of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

## **VII. WORKING CONDITIONS**

### **A. School Calendar**

1. Within two (2) weeks prior to the Superintendent's presentation to the Board of the proposed school calendar, copies of same shall be provided to the Association for distribution and posting. Upon written request from the Association President (or other duly elected Association officer), the Superintendent shall meet with such member(s) to discuss any suggestions and resolve any concerns pertaining to the proposed calendar. In the event that concerns of either party are not resolved, the Association has the right to express its concerns to the Board at its next regularly scheduled board meeting prior to the adopting of the school calendar.
2. The Board and the Association acknowledge that the school calendar consists of 185 days, which shall include 176 student attendance days (which may include 2 days for parent-teacher conferences), four (4) workshop/in-service days, and five (5) emergency days. Unused emergency days shall not become workdays. If state law, or the Board, raises the minimum number of days during the term of this Agreement, compensation will be negotiated.
3. The teachers' normal duty day shall be seven (7) hours and thirty (30) minutes, inclusive of lunch. Individual starting times for each building shall be established by the administration. Teachers will be expected to attend building, District and parent meetings, and selected school functions, which extend those times. Nothing in this Article prohibits the Board from extending the hours of instruction, provided the Board agrees to negotiate the impact of such a decision with the Association.

### **B. Faculty Meetings**

The Professional Learning Community (PLC) model and monthly SIP days are the primary vehicles for ongoing communication. When information cannot otherwise be relayed through PLC time, a faculty meeting may be warranted. When necessary, faculty meetings should be used for group processing and/or for the decision of a focused topic.

### **C. Planning and Preparation Time**

Elementary teachers, including art teachers, music teachers, physical education teachers, and reading specialists, shall be provided at least 400 minutes per week of planning/preparation time for individual and/or team preparation as scheduled by the building principal. At least 200 minutes of this time may be provided, in the case of elementary teachers, when students are scheduled for physical education, music, art (as provided), IMC, and recess.

Middle school teachers shall be provided at least 400 minutes per week of planning time, 200 minutes of which may be scheduled as team planning time by the building principal.

To use time most efficiently, when possible and practical, the building principals shall make every effort to schedule various meetings, team meetings, or school activities within the designated professional hours of the school day.

### **D. Lunch Recess Duty**

Lunch recess duty at the elementary level will be rotated among building teachers. Each teacher will be provided five (5), thirty (30) minute, duty-free lunch periods per week. Each teacher may be assigned lunch recess duty without additional compensation one (1) day per week.

Each elementary principal shall, if requested by a majority of the building teachers, establish a building committee to make recommendations to the principal regarding student lunch supervision during inclement weather.

E. Transfers

1. Voluntary Transfers

- a) Any teacher may apply for transfer to another building, grade level, or subject area where a vacancy exists and for which he/she is certified. Such applications, with a copy to the Superintendent, shall be in writing to the building principal where the vacancy exists. If the request for transfer is denied, the administrator denying the request shall notify the individual making the request within five days from the date of denial.
- b) The Superintendent will have posted in all school buildings a notice of vacancies as they occur. During the summer, notices of vacancies will be sent to all teachers via their district e mail account. Such notices will be accompanied by a statement of minimum qualifications and salary range.
- c) A teacher requesting a change in teaching assignment for the following year must make a written request to the Superintendent by April 1. The interest and aspirations of the individual teacher and the welfare of the children will be considered in all transfers. Whenever possible, disposition will be made prior to June 1.
- d) Nothing in this Article shall obligate or require the Board to fill a vacant position.

2. Involuntary Transfers A teacher may be involuntarily transferred to another building, grade level, or subject area. Such transfers will be discussed in a conference between the administrator and the designated teacher before being made public and such conference will occur no later than May 1 of the school year preceding the transfer, except in the case of a teacher resignation that occurs after that date, requiring a transfer or transfers to occur. The teacher shall receive a written record of the conference, with the reasons for the transfer, within five (5) school days of said conference. Should a teacher find the result of the conference to be unsatisfactory, regarding a grade level or subject area transfer, he/she can appeal in writing to the Superintendent. Should a teacher find the result of the conference to be unsatisfactory regarding a transfer to a different building, he/she can appeal in writing to the Board of Education. Written appeals should include reasons for the transfer appeal.

F. Complaint Against a Teacher

All complaints against a teacher shall be brought to the attention of the teacher within ten (10) work days after the receipt of the complaint.

G. Teacher Discipline

The Board agrees to follow the steps of progressive discipline as follows:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Termination

The Board is not required to exhaust any or all of the listed progressive discipline steps when a determination has been made of the need to remove a teacher from his/her duties due to safety concerns.

Issuance of discipline at the level of suspension without pay and termination shall be for just cause. Termination shall be governed by the requirements of Illinois law.

Complaints not brought to the attention of the teacher within 10 work days shall not be used in evaluation or discipline of the teacher. Complaints that are anonymous to district representatives and the teacher shall not be used in the evaluation or discipline of the teacher.

Whenever a conference between a teacher and a supervisor and/or administrator is held that is disciplinary or investigatory in nature, at the request of the teacher, the teacher shall have the right to have an Association representative present. The teacher shall be granted not more than 48 hours to obtain an Association representative, however, such time may be less in the event of an emergency.

## VIII. EVALUATION

### A. Philosophy for Teacher Evaluation

The Board, Administration, and CCEA recognize that the evaluation of Teachers is an essential process that is a continuous, constructive, and collaborative effort between the teacher and qualified evaluator relative to improvement of instruction. Because student achievement is the ultimate goal of education, the teacher evaluation process is intended to not only provide a feedback loop related to performance, but also guide professional development toward the primary goal of increasing student achievement. The parties believe that continuous evaluation should provide each teacher opportunities to grow in competence. It is the responsibility of the administration to insure that evaluation procedures indicate expectations, recognize strengths and identify areas of improvements for the teacher.

### B. Joint Evaluation Committee

During the life of this contract the Joint Evaluation Committee will develop a Teacher Evaluation Plan that is consistent with Illinois law. Once created, the Teacher Evaluation Plan will be located on the district's website. The Teacher Evaluation Plan will include required timelines and documents, which will be available on the district's website.

### C. Professional Growth Plan

As part of the regular teacher evaluation process, each teacher is expected to develop a Professional Growth Plan (PGP) to align the teacher's goals for professional development with those District goals developed by the Board of Education. The Plan will be reviewed, and revised if necessary, by the teacher and her/his evaluator. The PGP developed should guide the teacher's instructional delivery and professional development for salary advancement, if any.

### D. Procedural Guidelines for Those Being Evaluated

1. Evaluation shall be a cooperative process between the qualified evaluator and teacher with the administrator assuming the leadership. Following each written formative evaluation, there will be a face to face meeting and the evaluation shall be dated and signed by both the administrator and teacher with the knowledge that the teacher's signature does not necessarily mean agreement with the evaluation. The teacher will be afforded the opportunity to attach a rebuttal to his/her evaluation.
2. Within thirty (30) days after the first day of the school year the building administrator evaluating the teacher shall meet with the teacher for the purpose of reviewing the evaluation procedures and goal setting.
3. Teachers will be formally observed by a District administrator qualified under applicable law. Teachers may be informally observed by a qualified District administrator without advance notice to the teacher. If the informal observation is used as part of a teacher's summative evaluation, it shall be reduced to writing and discussed with the teacher.
4. Procedure for Non-Tenured Teachers (Year 1 and 2)
  - a. There will be at least 4 formal full period classroom observations, each reduced to writing and discussed in a conference, within 10 days of the observation.
  - b. By October 31 of each year, the first observation will occur. Any areas of immediate concern will be identified, discussed, and documented along with specific recommendations to improve said concerns. Teachers shall be afforded an opportunity to correct any documented concerns.

- c. By the end of January, at least 2 observations will have occurred, with a minimum of 2 occurring after that point.
- d. A mid-year summative will be used as a guide to assist the teacher in their professional growth.
- e. All evaluations will be completed and the formal summative copy discussed with and delivered to the teacher prior to the RIF deadline for that year.

5. **Procedure for Non-Tenured Teachers (Year 3 and 4) and Tenured Teachers**

- a. There will be at least 2 formal full period classroom observations, each followed by a conference, within 10 days of the observation.
  - b. By October 31 of each year, the first observation will occur. Any areas of immediate concern will be identified, discussed, and documented along with specific recommendations to improve said concerns. Teachers shall be afforded an opportunity to correct any documented concerns.
  - c. By the end of January, at least 1 observation will have occurred, with a minimum of 1 occurring after that point.
  - d. All evaluations will be completed and the formal summative copy discussed with and delivered to the teacher prior to the RIF deadline for that year.
6. Any teacher may request additional observations.
7. If a teacher is on leave, evaluation observations and timelines will be adjusted accordingly.
8. The summative evaluation, using the District adopted Teacher Evaluation Report, will be in writing and discussed with the teacher within fifteen (15) school days after the final observation. Each specific item scored “does not meet” has been included within at least one prior formative evaluation to afford the teacher the opportunity to address such need. A copy of the completed summative evaluation shall be forwarded to the Superintendent for inclusion in the teacher's personnel file and the teacher shall be given a copy for his/her own file.

## **IX. PROFESSIONAL GROWTH**

### **A. District Philosophy**

The Board believes that continuing professional education for teachers serves to enhance the quality of education being delivered to all the students of the District, and the Board believes that such continuing professional education is to be encouraged and driven by the needs of the students and the current Board Strategic Plan. Accordingly, the Board agrees to provide reimbursement to teachers in connection with such educational activities as described herein. In addition, the Board shall, in reviewing its budget from year to year, determine if the levels of funding for tuition reimbursement, and for conferences, workshops and seminars (and the related expenses incurred in connection therewith) in the prior school year was sufficient to further the District's philosophy of encouraging such continuing educational activities. The Board shall endeavor (within the parameters of sound fiscal management and planning) to allocate such additional funds in the following school year as it deems necessary for such purpose, and as it deems consistent with its philosophy. The amounts that the District shall advance in connection with such continuing education activities shall be subject to the limitations described in the following sections.

### **B. Tuition Reimbursement**

The District shall reimburse each teacher who is pursuing graduate course work from a degree granting college or university for his or her tuition costs. Additionally, the District may approve and pay for alternative learning opportunities as approved by the Superintendent.

1. **Eligibility** In order to be eligible for reimbursement, and for horizontal lane movement on the salary schedule, the teacher must complete and submit to the Superintendent the Graduate Credit Approval form prior to course enrollment. In addition, the teacher's graduate coursework must:
  - a. be at the graduate level and completed subsequent to the last degree earned by the teacher, or, if deemed desirable by the Superintendent, as well as the teacher, be for undergraduate credit
  - b. be approved prior to enrollment by the Superintendent and the teacher's building Principal, and
  - c. be related to the teacher's instructional assignment or degree program.For purposes of determining horizontal lane movement on the District salary schedule, successful completion by any teacher of approved District in-service courses shall be considered creditable hours of education. No teacher will be eligible for tuition reimbursement during his or her first year of employment. Course work may be approved for reimbursement beginning in June after the first year of teaching for courses to be taken during the summer.
2. **Amount of Reimbursement** The District shall not reimburse any teacher for more than 12 semester hours in any one school year. The amount of reimbursement shall be the actual per-hour tuition cost incurred by the teacher for the course(s) in question, but not to exceed \$ 150 per credit hour.
3. **Payment of Reimbursement** Tuition reimbursement shall be paid, on a quarterly basis. Requests for reimbursement submitted by June 30, Sept. 30, Dec. 31, or March 31 will be paid after approval at the Board of Education meeting following the end of the fiscal quarter and upon presentation by the teacher to the Superintendent of either an official transcript, certificate of completion, or other proof of credits or degrees earned, and evidence of tuition payment by the teacher.
4. **Movement on Salary Schedule** Adjustment on the salary schedule shall be effective upon receipt by the Superintendent of official course transcripts, certificates of completion, or other proof of credits or degrees earned. Such adjustment will be allowed as follows:

- a. If proof is submitted by October 31, then the adjustment will be retroactive to the start of the school year. In the event a teacher who receives such an adjustment fails to file an official transcript certifying that the credits were earned or that the degree was awarded before February 1, the teacher shall forfeit, in the form of payroll deductions, all compensation previously paid for such adjustment.
  - b. If proof is submitted by December 15, then the prorated adjustment will be made with the first payroll in January. In the event a teacher who receives such an adjustment fails to file an official transcript certifying that the credits were earned or that the degree was awarded before April 15, the teacher shall forfeit, in the form of payroll deductions, all compensation previously paid for such adjustment.
5. Online Courses. In addition to the eligibility requirements outlined in section 1, the following requirements apply to online courses:
- a. Course must be offered by an accredited university as listed on [www.ope.ed.gov/accreditation](http://www.ope.ed.gov/accreditation).
  - b. No more than ½ of the hours required for a lane change may be taken online.
  - c. An entire online degree will not be approved.
  - d. All coursework must be accepted towards an advanced degree, certification, or credential endorsement.
  - e. A maximum of reimbursement of 6 hours of online graduate credit will be allowed each fiscal year.

### C. Conferences

A teacher will be allowed to attend approved professional conferences, seminars and workshops designated by the Administration as important to the teacher's curriculum in his or her area of expertise. Administration may suggest that teachers enroll in specific conferences, seminars or workshops which have general education concerns, such as cooperative learning, middle-school, building self-esteem in students, or other specific topics related to the needs of the District. In reviewing a request by a teacher to attend a conference, workshop or seminar, the Superintendent and the building Principal shall assess the value and anticipated benefit of the conference, workshop or seminar, both to the individual teacher requesting same, as well as to the District.

The District agrees to reimburse teachers for the costs incurred by them in attending any approved conference, workshop or seminar, subject to the specific limitations described below:

1. Travel The District will reimburse teachers for the reasonable and necessary costs of travel to and from a seminar, workshop and conference, on a lowest-cost-of-travel basis. Mileage should be calculated from the employee's point of departure or school, whichever is closer to their destination. All reimbursement for automobile travel shall be based upon the "standard mileage rates" published by the Internal Revenue Service.
2. Meals The District will reimburse teachers for the reasonable and necessary cost of meals while attending a conference, workshop or seminar, based upon the "standard reimbursement rates" annually published by the Internal Revenue Service.
3. Lodging The District will reimburse teachers for reasonable and necessary costs incurred for lodging in connection with attending a conference, workshop or seminar away from home, based upon the "standard reimbursement rates" annually published by the Internal Revenue Service.
4. Fees The District will either pay the provider in advance or reimburse teachers for the reasonable



and necessary cost incurred for registration fees or tuition fees required in connection with any conference, seminar, or workshop.

## X. LEAVES

### A. Personal Leaves

Each teacher shall be entitled to two (2) days annually of personal leave (pro-rated for part-time teachers) to fulfill obligations of a pressing nature which may not be fulfilled at any other time than during normal school hours. Any personal leave days not used during the regular school term shall be considered sick days and shall accumulate.

Personal leave days may not be used for vacation purposes or for obtaining personal profit for the individual teacher. Such leave may not be taken during the following “blackout” periods:

- First or last five days of a school year
- Any day prior to, or following, a school holiday or vacation

Exceptions to the blackout periods require the prior approval of the Superintendent and will only be approved if the stated reason is due to a unique situation of significant gravity.

When requesting personal leave, the teacher shall follow the approved District personal leave request process as much in advance of the requested date(s) as possible. In cases of extreme emergency, when the teacher cannot file advance notice, she or he shall complete the request process immediately after taking leave day(s).

In the event of 1) a unique situation of significant gravity and 2) the employee’s original two personal days have been exhausted, the employee may request to have one or two additional days transferred from the employee’s unused sick leave days to be used as a converted personal leave day(s).

When requesting the additional one or two converted personal leave days, a CCEA subcommittee will first review the request and endorse or decline to endorse the request to the Superintendent. This decision will be based on the uniqueness and significant gravity of the situation. Upon receiving the employee’s request and recommendation from the CCEA subcommittee, the superintendent will have the final decision to either approve or reject the request for a converted personal leave day(s).

All language related to “*transferring up to two sick leave days to become converted personal leave days*” will sunset upon the completion of the current contract.

### B. Extended Personal Leave

1. Religious Observation One additional personal leave day will be granted for recognized religious holidays of the teacher’s expressed faith when the religious observance occurs on a regular day of school attendance.
2. Bereavement Leave One day per year per incident of death in the immediate family (see page 1 for the applicable definition of “immediate family”). Teachers may use additional bereavement leave days if such days are approved by the Superintendent. Bereavement leave used will not be deducted from accumulated sick leave.
3. Miscellaneous If a personal leave day provided under (1) or (2) above remains unused at the end of the school year, it will not revert to a sick day, and such extended personal leave days may not accumulate.

### C. Sick Leave

1. Amount of Leave Each teacher shall be entitled to sick leave with full pay during the term of this Agreement. The amount of such sick leave for the duration of this Agreement shall be fifteen (15) days per school year, per teacher, whether or not any individual teacher may have reached his or her maximum accumulation of sick days under 2, below.
2. Accumulation of Unused Sick Leave Unused sick leave may be accumulated without limitation. The District will record sick day accumulations and will pay teachers \$20 per day for sick days accrued over 340 days, which will be paid when service bonus is paid.
3. Part-Time Employment; Employment for Less than Full Year Any teacher employed on less than a full-time basis shall be entitled to the same number of days of sick leave as teachers employed on a full time basis; provided that for these purposes, “days” shall mean the length of the day for which the teacher in question is employed. For example, a teacher employed on a half-time basis shall be entitled to 15 half-days of sick leave. Any teacher employed after the beginning of the school year shall be granted a pro rata share of the annual allowance of sick leave. For example, if a teacher is employed 1/4 of the way through the school year, he or she shall be entitled to 3/4 of the normal number of days sick leave applicable for that year.
4. Definitions “Sick Leave” for purposes of this section shall mean leave for purposes of personal illness, quarantine at home, physician appointments, or a death or serious illness in the teacher’s Immediate Family or Household and for birth, adoption, or placement for adoption. In addition to sick leave described in this section, teachers shall be granted leave in accordance with the Family and Medical Leave Act of 1993.

### D. Extended Sick Leave Provision

1. Definition “*Extended illness or injury*,” as defined for this provision, is a prolonged and serious illness or injury which results in an absence from work of at least five (5) consecutive days following the exhaustion of accumulated sick leave.
2. Commencement of Extended Sick Leave On the sixth (6<sup>th</sup>) consecutive day of absence due to an extended illness or injury, the extended sick leave will begin and shall be retroactive to the first day following the exhaustion of accumulated sick leave. Prior to determining eligibility for extended sick leave, the teacher shall submit a physician’s statement verifying the extended illness or injury which makes it impossible for the teacher to perform his/her assigned duties.
3. Benefit Teachers employed in the District at least ten (10) years will be eligible for a maximum of twenty (20) extended sick leave days as “Sick Leave is defined in section C (4) above. For each day of extended sick leave, the District shall pay to the teacher eighty percent (80%) of his/her daily salary less the daily cost of the substitute teacher. The deduction for the cost of the daily substitute teacher will not exceed 50% of the daily salary of the teacher. Extended sick leave days may be used only for extended illness or injury and may be not used for parental leave, leave of absence, sick leave which is *not* due to an extended illness or injury, or sabbatical leave.  
*For example*, if a teacher who is eligible for extended sick leave currently earns \$41,265.00, that teacher’s daily rate is \$225.00 (\$41,265.00 / 185 days). If the daily substitute rate at the time of benefit payment is \$75.00, the extended sick leave payable to that eligible teacher would be \$120.00 per day (\$225.00, less \$75.00, X 80%). Note: the TRS disability payment in such case would be \$90.00 (\$225.00 X 40%).

4. Impact on Worker's Compensation A teacher absent due to a work-related injury and who is receiving Illinois Worker's Compensation Act benefit payments in lieu of full salary will suffer no loss of extended sick leave.

E. Parental Leave

A parental leave of absence or a leave under the Family Medical Leave Act of 1993 ("FMLA") shall be granted to a teacher for the purpose of childbearing or child rearing, subject to the specific conditions set forth in the following paragraphs. The options available to teachers are depicted in table form immediately following this Article (see page 19).

1. FMLA Leave (Option 1) A teacher may apply for leave under the terms of FMLA, as outlined in Options 1 on the attached table. Under this option, the teacher is entitled to elect to take up to sixty (60) teacher workdays of leave because of the birth or adoption of a child. A teacher shall provide at least ninety (90) calendar days advance notice of intention to take such leave. Any paid sick leave used by a teacher due to disability caused or contributed to by pregnancy, child-birth or related medical conditions shall constitute part of the FMLA leave. The remainder of the leave shall be without pay. The total FMLA leave, paid or unpaid under this provisions shall not exceed sixty (60) teacher workdays.
2. Parental Leave of absence (Option 2)
  - a. Notice A tenured teacher who is pregnant shall be entitled upon request to a parental leave of absence as outlined in Option 2 of the attached table. Such leave is to begin in accordance with paragraph (b) below. Said teacher shall notify the Superintendent using the form found on the District intranet of her desire to take such leave and, except in the case of medical emergency, shall give such notice at least ninety (90) calendar days prior to the date on which her leave is to begin. She shall provide with such notice a physician's statement certifying her pregnancy and the anticipated date of delivery.
  - b. Duration of Leave The teacher and the Superintendent shall agree upon a plan for the commencement and termination of the leave, taking into consideration the continuity of instruction and pertinent time factors related thereto. (See Short Term and Parental Leave Option). Every effort shall be made to have such leave terminate immediately prior to the start of a new school trimester. Such leave shall commence upon: (1) the date agreed upon by the Superintendent and the teacher, or (2) the actual sate of delivery. The leave shall not exceed the balance of the school year in which it commences and one additional school year.
  - c. Reduction in Leave Teachers who have been granted a parental leave for more than one school year in duration may request that such leave be reduced in length to exclude the last school year thereof by filing a written request with the Superintendent or designees by June 1 preceding such last school year. If such request shall demonstrate a compelling reason for such change in the duration of such leave and if a vacancy then exists or arises prior to the commencement of such school year, the teacher shall be permitted to terminate such leave at the end of the summer recess period preceding the next school year.
  - d. Use of Sick Leave A pregnant teacher who shall become sick or disabled as a consequence of the pregnancy prior to the commencement of the parental leave shall be entitled to utilize accumulated sick leave, provided that sick leave shall not be applicable during the period of

parental leave established pursuant the preceding paragraphs. Any accumulated sick leave at the commencement of the leave shall be available to the teacher upon return to employment in the District. Teachers whose parental leave extends through the balance of the school year in which it commences and one additional school year shall not be credited with sick days for such year.

- e. Extended Leave It is intended that teachers shall avail themselves of the parental leave provided as Option 2 or the FMLA leave provided as Option 1, but not both. However, a teacher who has been granted a FMLA under Option 1 may request an extended unpaid leave under the conditions stated in Option 2, if there is a documented, serious medical condition suffered by the teacher or newborn child that will prevent the teacher from returning to work under the terms and timelines off the original FMLA leave. The teacher must submit a statement from a physician to the Superintendent indicating the medical reasons necessitating the extension of FMLA leave. Whenever possible or practical, a written request for an extended unpaid leave, as well as the accompanying physician's statement must be submitted to the Superintendent at least thirty (30) calendar days prior to the conclusion of the original unpaid leave.
  
- f. Adoption
  - i. Entitlement to Leave A tenured teacher adopting a child shall be entitled to FMLA leave under Option 1, or parental leave under Option 2, subject to all of the provisions set forth above, except that the leave may commence at any time during the first year upon receiving actual custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
  - ii. Notice The teacher shall be responsible for notifying the Superintendent of his/her intention to adopt a child and shall make all reasonable efforts to keep the Superintendent advised regarding the potential beginning of such leave. Such leave shall be for the balance of the school year in which it commences and one additional school year.
  
- g. Probationary Teachers: A third or fourth year probationary teacher shall be granted the option to be absent from employment under the same terms and conditions of the parental leave and FMLA leave described herein, and at the end of such period of absence such teacher shall be offered the first available position for which the teacher is certified and qualified which shall arise during the next succeeding twelve (12) calendar months, provided such preferential rehiring shall be subordinate to all recall rights provided in the Illinois School Code. If more than one (1) teacher shall return from such absence, the available position shall be first offered to the certified and qualified teacher who first became eligible for such rehiring. The period of absence due to parental leave hereunder shall not be included in that period required by the Illinois School Code for continuous, full-time employment for the acquisition of continued contractual service, and the teacher would return with the service credit accrued to the start of the leave.
  
- h. Male Teachers: A male tenured teacher shall also be entitled to a parental leave of absence. As with female teachers, such leave shall be unpaid and shall be subject to all of the applica-

ble notice and other requirements of this section. Eligibility for such leave shall arise upon anticipated adoption of a child, or the birth of a child which the teacher has fathered.

- i. Impact of Salary Schedule Tenured teachers and third or fourth year probationary teachers working the equivalent of ninety (90) school days or more during the year of a parental leave or FMLA leave will receive credit for one year's experience of service and advance vertically on the salary schedule. Teacher working for less than ninety (90) school days will not advance vertically on the salary schedule. Teachers may advance horizontally on the salary schedule for additional graduate work taken, subject to the other provisions in this Agreement regarding same.
- j. Insurance The District shall pay its ordinary proportional cost of maintaining teacher, who are on a parental leave or FMLA leave, in the District's health and major medical insurance plans for the duration of the leave.
- k. Return to Work For FMLA leaves granted under Option 1, teachers shall provide written notification to the Superintendent informing him/her of the teacher's intention to return, or not to return, to work thirty (30) calendar days prior to the termination of the leave. For parental leaves granted under Option 2, teachers shall provide written notification to the Superintendent informing him/her of the teacher's intention to return, or not to return, to work sixty (60) calendar days prior to the termination of the leave.

#### F. Worker's Compensation Leaves and Pay

- 1. Teachers eligible for workers' compensation pay as a result of a job-related injury may exercise one (1) of the following compensation options:
  - a. Retain the workers' compensation check from the District's insurance carrier and receive payment from the District for one-third (1/3) of a day of available sick leave, less applicable deductions. Upon payment for such leave, the District shall deduct one-third (1/3) of a day of sick leave from the teacher's accumulated sick leave so long as the teacher has sick leave available and subject to applicable deductions; or
  - b. Tender to the District the workers' compensation check from the District insurance carrier. The District will then continue to pay the teacher his/her full salary while deducting sick leave in one-third (1/3) day increments from the teacher's accumulated sick leave. Such full salary payment will continue so long as the teacher has sick leave available and will be subject to applicable deductions; or
  - c. Retain the workers' compensation check from the District's insurance carrier without any further compensation from the District or deduction from accumulated sick leave.
- 2. Workers' Compensation payments (options (a) or (c) above) or their equivalent amount (2/3 of salary in option (b) above) are not TRS creditable or taxable.
- 3. In the event that a teacher is injured as a result of an assault in the scope of employment, the teacher is entitled to up to three (3) days paid leave, which will not be deducted from accumulated sick leave.

G. Other Leaves of Absence

Other leaves of absence may be granted to tenured teachers as determined by the Board. When sabbatical leave is granted to a teacher, it shall be in accordance with the provisions of Section 24-6.1 of the Illinois School Code. Such leaves of absence may be granted for:

1. Advanced study leading to a degree in an approved university or college.
2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the District's educational program.
3. Other reasons acceptable to the Board which will improve the educational program in the District.

SHORT TERM AND PARENTAL LEAVE OPTIONS

	<b><u>Option 1:</u></b>	<b><u>Option 2:</u></b>
	Family and Medical Leave Act of 1993	Long Term Parental Leave
Length of Leave	Up to sixty (60) teacher workdays within the first 12 months of birth or adoption	Remainder of school year during which birth or adoption occurs plus 1 more school year, if requested
With Pay?	No, I choose not to use sick days	Yes, until sick leave is exhausted
Uses Sick Leave?	No	Yes
Status Maintained?	Yes	Yes (within contract guidelines)
District pays Insurance?	Yes, the District's ordinary proportional cost	Yes, the District's ordinary proportional cost
Return Policy?	Notify District in writing 30 days prior to end of leave	Notify District in writing 60 days prior to end of leave
Method of Application?	90 calendar days in advance, if possible	90 calendar days in advance, if possible



## **XI. MEDICAL BENEFITS**

### **A. Medical/Dental Benefits**

The Board shall provide major medical and health insurance for each full-time teacher. The Board reserves the right to self-insure and/or to choose the company with which this insurance coverage is placed. The coverage deductibles, benefits, etc. to be provided are described on the plan summary attached as Appendix C. The Board will pay single coverage insurance premiums until the cost reaches \$500 per teacher per month (\$6,000 per year). The Board will pay family coverage insurance premiums until the cost reaches \$750 per teacher per month (\$9,000 per year).

Health Insurance Cost Sharing: Annually, for the duration of this Agreement, if the total health insurance cost (including required premiums, taxes, fees, or penalties resulting from Federal or State legislation) increases by 5% or less over the prior year cost, the Board will pay the cost of the annual increase. If the total health insurance premium cost in a given year increases by more than 5% up to 10%, the insured members of the bargaining unit will pay this additional cost. Any annual increases in total health insurance cost in excess of 10% will be split equally by the Board and the insured members of the bargaining unit.

The Board shall also provide, at Board expense, the individual dental coverage for each full time teacher. Any full time teacher shall be entitled to apply for and receive at the teacher's cost, dental insurance for his or her spouse and family. The coverage and benefits are described on the plan summary attached as Appendix C.

In addition to the Board premium contribution amounts noted above, the Board will reimburse each teacher electing PPO or HSA coverage, single or family coverage, an amount not to exceed \$600 annually for the deductible of the insurance plan chosen. This payment will take the form of a reimbursement upon presentation of proper documentation by the teacher. Additionally, the Board's deductible reimbursement will be paid after the teacher has satisfied the full plan deductible (i.e. the teacher will first pay the required deductible in full and the Board reimbursement will occur only after the teacher has satisfied the full plan deductible).

### **B. Insurance Committee**

The Board and the Association recognize that the nature and extent of health care insurance coverage in the current insurance environment, and the corresponding cost for same, is a matter requiring careful monitoring. The Board and the Association agree to form a committee on insurance which will include up to five (5) teachers chosen by the Association and up to five (5) Board members and/or Administrators chosen by the Board. The Committee shall meet semi-annually unless otherwise agreed. The Committee shall participate in and give the Board such input as it deems appropriate regarding decisions to select or change an insurance carrier, change coverages, and/or to change the District's third party administrator. The Committee shall also be charged with reviewing, assessing and making recommendations regarding changes in insurance benefits. The District Insurance Committee may choose to recommend changes in plan design(s) to eliminate or mitigate any such annual increase in health insurance premiums.

### **C. Flexible Benefit Plan**

1. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Code and Treasury Regulations promulgated thereunder. If, at any time, 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 in the salary reduction plan by choosing to receive benefits described below. The amount elected shall be deducted from the teacher's compensation. The plan year shall commence on January 1 and end on the last day of December of each year. 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 qualified unreimbursed medical care as defined in the Code.
  - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Code.
3. The amounts designated may not be changed during the plan year unless there is a change in family status or other circumstances provided in Section 125 of the Code and/or Treasury Regulations promulgated thereunder. 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, and such amounts shall become the property of the plan. Any administrative costs relating to this plan shall be borne by the participants of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
5. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher. However, the Board shall not report any amounts reduced from a teacher's salary pursuant to this plan as taxable income to any federal or state agency.
6. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

D. Life Insurance

The District shall provide term life insurance coverage to each teacher in the face amount of \$45,000.

E. Wellness Plan

The Board will institute a wellness plan for all employees of the District. Participation in this plan is mandatory for all employees electing insurance coverage as noted above. The failure of a PPO or HSA participant to participate annually in this plan will cause the employee to forfeit the Board deductible reimbursement provided in Subparagraph A, above. The failure of an HMO participant to participate annually in this plan will cause the employee to forfeit \$25 per month in the required Board premium contribution provided above in Subparagraph A. Any such forfeiture by the employee of either of the amounts noted herein shall continue until such time as the effected employee participates in the wellness plan.

## **XII. RETIREMENT**

### **A. Eligibility**

The Board will not accept applications for or participate in any Early Retirement Option offered by the Illinois Teacher Retirement System after July 1, 2016. A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria:

1. Completed at least 15 years of full time service at the time of retirement (or equivalent thereof) in the District; and
2. Are considered by the Illinois Teachers' Retirement System ("TRS") to be age 55 on the date of the teacher's retirement; and
3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2021, provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the Modified Early Retirement Option, or this District program, but not both.
4. Submitted a Letter of Intent to Retire as required below.

### **B. Procedures**

In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a June retirement date at the end of a school year not later than June 30, 2021. This letter of intent to retire must be received by the Superintendent by June 1<sup>st</sup> of any year of this agreement, with the exception of the third year; said date shall be Jan. 15, 2018. Teachers who wish to provide notice during the 2015-16 school year may do so no later than June 1, 2016. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

If the Board determines that the teacher is not eligible to participate in the retirement program, the Board shall, within 30 days of receipt of intent to retire, notify the teacher of the lack of eligibility, which determination may be contested.

### **C. Benefit**

#### **1. Stipend.**

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. It is the intent of the parties that the 6% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances

may a teacher participating in this program receive a creditable earnings increase of more than 6% over the teacher's prior year's creditable earnings.

The actual retirement stipend shall be the difference between the 6% increase and the increase the teacher would have otherwise received if he/she had not filed an "intent to retire".

2. Service Stipend

The Board of Education shall additionally pay to each eligible retiree a post-retirement service stipend for each year of full-time teacher service (or equivalent thereof) in District 66 as noted below:

<b>YEARS OF SCHOOL DISTRICT 66 SERVICE</b>	<b>SERVICE STIPEND PER YEAR OF SERVICE</b>
15-20	\$400
21-30	\$500
More than 30	\$600

**SERVICE STIPEND EXAMPLES**

- I. Teacher retires with 20 years of service to District 66 at time of retirement receives:  
20 yrs. x \$400/yr. = \$8,000 post-retirement stipend.
- II. Teacher retires with 25 years of service to District 66 at time of retirement receives:  
25 yrs. x \$500/yr. = \$12,500 post-retirement stipend.
- III. Teacher retires with 32 years of service to District 66 at time of retirement receives:  
32 yrs. x \$600/yr. = \$19,200 post-retirement stipend.

This service stipend will not be due, owing or payable until the first business day in the January following the teacher's retirement.

3. Insurance After Retirement

The Board shall pay on behalf of each retiree the cost of any post-retirement health insurance coverage selected by the retiree. The Board payment hereunder shall not exceed a total cost of \$10,000 per retiree and shall be payable at a rate of 35% of the retiree's chosen annual premium, not to exceed the total Board contribution of \$10,000.

4. Extended Service

- a. Retirees, who wish to participate in an extended service project as independent contractors for the District, are eligible to do so. The District shall negotiate an hourly consultation fee with the retiree that is mutually agreed upon between the retiree and the administration. The stipend shall be an hourly rate of not less than \$40.00.
- b. Retirees who wish to substitute in the District are eligible to do so at the current substitute rate plus \$20.00 per day.

D. Miscellaneous Provisions

- 1. In the event that a teacher otherwise eligible for the benefits provided in this section suffers a catastrophic injury or disability and is unable to continue his/her teaching duties at any time during this contract, that teacher will receive the benefits of this section if he/she so applied for same in writing to the Superintendent prior to the catastrophic illness or disability.
- 2. A teacher's notice of intent to retire may be rescinded only for the following reasons:
  - a. death in the retiree's immediate family
  - b. change in the physical health of the retiree or the retiree's spouse;

c. unforeseen mitigating circumstances

If a teacher requests to rescind a notice of retirement, the board shall determine whether to grant the request within 45 days of receipt.

At the time of the request to rescind, the teacher must declare a new retirement date. The teacher will be required to reimburse the District the appropriate retirement bonus(es), based upon a mutually agreed upon repayment plan.

The Board shall grant a number not less than thirty percent (30%) of those teachers eligible to retire in any one year. However, upon the discretion of the Board, it may grant more than thirty percent (30%) of those teachers eligible to retire in any one year. All requests will be granted according to seniority. Seniority will be determined by earliest date of full-time teaching service.

### **XIII. SALARY AND EXTRA DUTY COMPENSATION**

#### **A. Salary**

For all school years covered by this Agreement, teachers shall be paid according to the salary schedules found in Appendix A.

In longevity, a lane change will be equal to the dollar amount of the same lane change at step 18 on the salary schedule.

#### **B. Extra Duty**

Teachers shall be compensated for extra duty assignments according to Appendix B.

#### **C. Compensation Committee**

The Board and the Association agree that there are more fair and equitable compensation models than the salary schedules found in Appendix A. The Board and Association agree to collaborate to create a new compensation model/structure to take effect at the start of the successor collective bargaining agreement (2018-2019). In creating this new model/structure, the Board and Association will convene a Compensation Committee, that will convene no later than April, 2016, and will consist of equal numbers of bargaining unit members and Board members/Administrators, who will work collaboratively during the duration of this Agreement in order to recommend the new model/structure to the bargaining teams for use as the basis for teacher compensation negotiations in the successor agreement. The Committee may utilize mutually agreed upon outside resources or consultants to create the new model/structure.

In the event the Compensation Committee is unable to agree on the recommendation for a new model/structure, the Board and Association agree that negotiations for the successor agreement will begin from the premise that the parties will negotiate the creation of the new model/structure as part of the negotiation process for the successor agreement.

#### **D. Third Year Option**

The Board and Association agree to add a third year (2017-2018) to this Agreement under the following salary agreement:

The salary agreement will be “triggered” by the District’s anticipated receipt of revenue as measured on July 1, 2017. This provision is not a contract “re-opener”. Instead, the terms of the third year salary agreement are linked to circumstances which effect the Board’s receipt of revenue.

- If on July 1, 2017, District revenues increase over those received for the 2016-2017 school year, the base salary will increase by 1% and teachers will receive their annual step increase.
- If on July 1, 2017, District revenues decrease relative to those revenues received for the 2016-2017 school year, the base salary will not increase but teachers will receive their annual step increase on the 2016-2017 salary schedule, provided however that the Board and Association will meet to agree on spending reductions in this Agreement to offset the step cost noted above.

For purposes of implementation of this provision, the term “revenue” will include General State Aid and local property tax revenue. Any reduction in revenue may also include expenditures required by newly created State law or policy which were not in effect at the time of ratification of this Agreement.

#### **XIV. DISTRICT 66 STEERING COMMITTEE**

The District's Steering Committee, which consists of two Board members, one Administration member, and three Association members, shall be responsible for compliance with, and interpretation of, the Agreement. In addition, the Steering Committee shall be responsible for recommending to the Board the extra duty positions. To the extent possible, membership on the Steering Committee shall remain intact for the duration of the Agreement. The Steering Committee shall meet three times during the school year (one time each in the fall, winter, and spring) unless otherwise agreed. The Superintendent shall be responsible for establishing meeting dates, times and places.

## **XV. DURATION; SEVERABILITY; AMENDMENTS**

### **A. Term of Agreement**

This Agreement shall be effective commencing September 1, 2015 and shall remain in full effect until August 31, 2018. Thereafter, this Agreement shall remain in effect unless either party serves written notice on the other, no later than by the close of business on the 15th day of February, 2018, that such party desires to re-negotiate or to terminate this Agreement. Upon receipt of such a demand to re-negotiate, negotiations shall commence no later than the 15th day of April, 2018.

Either party may request to extend this Agreement beyond its termination date by serving written notice of such request upon the other party. In such an event, and if there is written mutual agreement, this Agreement shall be extended until the parties (or their successors) reach agreement on a new contract.

### **B. Severability**

Should any article, section or clause of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction or by the IELRB, or in the event that Congress, the Illinois Legislature or the IELRB enacts a law, rule or regulation in conflict with any article, section, or clause of this Agreement, such article, section or clause shall automatically be deleted from this Agreement to the extent of such conflict, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

### **C. Amendments**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. Except for items specifically designated herein for periodic review or interpretation by the Steering Committee, the terms and conditions may only be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment. It is agreed that only the particular Article, section or clause that is mutually agreed upon for amendment may be open to discussion during the process of amendment.



SIGNATURE PAGE:

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President, **Center Cass Board of Education**

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Secretary, **Center Cass Board of Education**

Dated: \_\_\_\_\_, 2015

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President, **Center Cass Education Association**

Dated: \_\_\_\_\_, 2015

**XVI. SCHEDULE OF APPENDICES**

<b><u>Appendix</u></b>	<b><u>Description</u></b>
A	SALARY SCHEDULES
B	EXTRA DUTY SCHEDULE
C	SCHEDULE OF MEDICAL/DENTAL BENEFITS

CCSD66 Extra Duty Stipends

2015-2018

Grade Levels	Activity	Hours	Salary
3 - 5	Art Club	50	1600
6 - 8	Art Club	50	1600
K - 8	Athletic Director	133	4256
6 - 8	AV Assistant	28	896
7	Basketball Boys - JV	70	2240
8	Basketball Boys - Varsity	90	2880
7	Basketball Girls - JV	70	2240
8	Basketball Girls - Varsity	90	2880
4	Beginning Band	20	640
5	Cadet Band	47	1504
K - 8	Building Leadership Team		600
6 - 8	Cheerleading - Fall	70	2240
7	Cheerleading - JV	60	1920
8	Cheerleading - Varsity	90	2880
3 - 5	Cheerleading/Dance	20	640
3 - 5	Chess	30	960
6 - 8	Chess	30	1600
3 - 5	Choir	50	1600
6 - 8	Choir	50	1600
6 - 8	Concert Band	67	2144
6 - 8	Cross Country - CoEd	170	5440
K - 8	ELL	99	3168
6 - 8	Flag Director	34	1088
7 - 8	Football	75	2400
7 - 8	Football Asst.	53	1696
K - 8	Gifted Coordinator		5760
3	Intramural Floor Hockey - CoEd	30	960
4	Intramural Floor Hockey - CoEd	30	960
5	Intramural Floor Hockey - CoEd	30	960
K - 2	Intramural Games - CoEd	30	960
3	Intramural Games - CoEd	37	1184
4 - 5	Intramural Games -CoEd	30	960
6 - 8	Intramurals	30	960
3	Intramural Basketball - CoEd	30	960
4 - 5	Intramural Basketball - Boys	30	960
4 - 5	Intramural Basketball - Girls	25	800
6	Intramural Basketball - Boys	30	960
6	Intramural Basketball - Girls	30	960
4 - 5	Intramural Tennis - CoEd	30	960

Grade Levels	Activity	Hours	Salary
6 - 8	Jazz Band	66	2112
6 - 8	Jazz Lab	50	1600
6 - 8	Leadership Teams	50	1600
6 - 8	Memory Makers	46	1472
K - 8	Mentoring	40	1280
6 - 8	Musical Director		3264
6 - 8	Newspaper	50	1600
K - 2	PBIS Coach	50	1600
3 - 5	PBIS Coach	50	1600
6 - 8	PBIS Coach	50	1600
6 - 8	Scholastic Bowl	50	1600
6 - 8	Science Club	25	800
6 - 8	Soccer - Boys	50	1600
6 - 8	Soccer - Girls	60	1920
6 - 8	Softball - Girls	60	1920
6 - 8	Stage Director		2176
6 - 8	Student Council	100	3200
6 - 8	Swim Team	15	480
6 - 8	Symphonic Band	67	2144
6	Talent Search	10	320
K	Team Leader	50	1600
1	Team Leader	50	1600
2	Team Leader	50	1600
3	Team Leader	50	1600
4	Team Leader	50	1600
5	Team Leader	50	1600
6	Team Leader	50	1600
7	Team Leader	50	1600
8	Team Leader	50	1600
6 - 8	Team Leader (Encore)	27	864
K - 2	Team Leader (Ide Specials)	50	1600
3 - 5	Team Leader (PV Specials)	50	1600
6 - 8	Track & Field - Boys	15	480
6 - 8	Track & Field - Girls	15	480
7 - 8	Volleyball - Boys	75	2400
7	Volleyball - Girls JV	75	2400
8	Volleyball - Girls Varsity	75	2400
6 - 8	Wind Ensemble	67	2144
6 - 8	Yearbook	66	2112

Note: This page was updated by CCEA and the BOE after the Final Contract was approved. It replaces p.37 of the original 2015-18 Collective Bargaining Agreement.

2015-2016 Salary Schedule

Base Increase: 1.5%

Longevity Increase: 2.9%

	BA	16	MA	16	32	48
1	1.0000 43383	1.0225 44360	1.0800 46853			
2	1.0225 44360	1.0450 45335	1.1200 48589			
3	1.0450 45335	1.0675 46311	1.1600 50325			
4	1.0675 46311	1.0900 47288	1.2000 52059	1.2400 53795		
5	1.0900 47288	1.1250 48806	1.2400 53795	1.2800 55531		
6	1.1250 48806	1.1500 49890	1.2800 55531	1.3200 57265		
7	1.1500 49890	1.1750 50975	1.3200 57265	1.3600 59001	1.4300 62038	
8	1.1750 50975	1.1975 51952	1.3600 59001	1.4000 60737	1.4750 63991	
9	1.1750 50975	1.2200 52927	1.4000 60737	1.4400 62472	1.5200 65943	
10	1.1750 50975	1.2425 53904	1.4400 62472	1.4800 64207	1.5650 67894	1.6100 69847
11	1.1750 50975	1.2650 54880	1.4800 64207	1.5200 65943	1.6100 69847	1.6550 71799
12	1.1750 50975	1.2875 55855	1.5200 65943	1.5600 67678	1.6550 71799	1.7000 73751
13	1.1750 50975	1.3100 56832	1.5600 67678	1.6000 69413	1.7000 73751	1.7450 75704
14	1.1750 50975	1.3100 56832	1.6000 69413	1.6400 71148	1.7450 75704	1.7900 77656
15	1.1750 50975	1.3100 56832	1.6400 71148	1.6800 72884	1.7900 77656	1.8350 79608
16	1.1750 50975	1.3100 56832	1.6800 72884	1.7200 74619	1.8350 79608	1.8800 81560
17	1.1750 50975	1.3100 56832	1.7200 74619	1.7600 76354	1.8800 81560	1.9250 83512
18	1.1750 50975	1.3100 56832	1.7600 76354	1.8000 78090	1.9250 83512	1.9700 85465

2016-2017 Salary Schedule

Base Increase: 1.5%

Longevity Increase: 2.9%

	BA	16	MA	16	32	48
1	1.0000 44034	1.0225 45025	1.0800 47557			
2	1.0225 45025	1.0450 46015	1.1200 49318			
3	1.0450 46015	1.0675 47006	1.1600 51079			
4	1.0675 47006	1.0900 47997	1.2000 52841	1.2400 54602		
5	1.0900 47997	1.1250 49538	1.2400 54602	1.2800 56363		
6	1.1250 49538	1.1500 50639	1.2800 56363	1.3200 58125		
7	1.1500 50639	1.1750 51740	1.3200 58125	1.3600 59886	1.4300 62968	
8	1.1750 51740	1.1975 52731	1.3600 59886	1.4000 61647	1.4750 64950	
9	1.1750 51740	1.2200 53721	1.4000 61647	1.4400 63409	1.5200 66931	
10	1.1750 51740	1.2425 54712	1.4400 63409	1.4800 65170	1.5650 68913	1.6100 70895
11	1.1750 51740	1.2650 55703	1.4800 65170	1.5200 66931	1.6100 70895	1.6550 72876
12	1.1750 51740	1.2875 56694	1.5200 66931	1.5600 68693	1.6550 72876	1.7000 74858
13	1.1750 51740	1.3100 57684	1.5600 68693	1.6000 70454	1.7000 74858	1.7450 76839
14	1.1750 51740	1.3100 57684	1.6000 70454	1.6400 72216	1.7450 76839	1.7900 78821
15	1.1750 51740	1.3100 57684	1.6400 72216	1.6800 73977	1.7900 78821	1.8350 80802
16	1.1750 51740	1.3100 57684	1.6800 73977	1.7200 75738	1.8350 80802	1.8800 82784
17	1.1750 51740	1.3100 57684	1.7200 75738	1.7600 77500	1.8800 82784	1.9250 84765
18	1.1750 51740	1.3100 57684	1.7600 77500	1.8000 79261	1.9250 84765	1.9700 86747

2017-2018 Salary Schedule

Base Increase: 1.0%

Longevity Increase: 2.9%

	BA	16	MA	16	32	48
1	1.0000 44474	1.0225 45475	1.0800 48032			
2	1.0225 45475	1.0450 46476	1.1200 49811			
3	1.0450 46476	1.0675 47476	1.1600 51590			
4	1.0675 47476	1.0900 48477	1.2000 53369	1.2400 55148		
5	1.0900 48477	1.1250 50033	1.2400 55148	1.2800 56927		
6	1.1250 50033	1.1500 51145	1.2800 56927	1.3200 58706		
7	1.1500 51145	1.1750 52257	1.3200 58706	1.3600 60485	1.4300 63598	
8	1.1750 52257	1.1975 53258	1.3600 60485	1.4000 62264	1.4750 65599	
9	1.1750 52257	1.2200 54259	1.4000 62264	1.4400 64043	1.5200 67601	
10	1.1750 52257	1.2425 55259	1.4400 64043	1.4800 65822	1.5650 69602	1.6100 71603
11	1.1750 52257	1.2650 56260	1.4800 65822	1.5200 67601	1.6100 71603	1.6550 73605
12	1.1750 52257	1.2875 57261	1.5200 67601	1.5600 69380	1.6550 73605	1.7000 75606
13	1.1750 52257	1.3100 58261	1.5600 69380	1.6000 71159	1.7000 75606	1.7450 77608
14	1.1750 52257	1.3100 58261	1.6000 71159	1.6400 72938	1.7450 77608	1.7900 79609
15	1.1750 52257	1.3100 58261	1.6400 72938	1.6800 74717	1.7900 79609	1.8350 81610
16	1.1750 52257	1.3100 58261	1.6800 74717	1.7200 76496	1.8350 81610	1.8800 83612
17	1.1750 52257	1.3100 58261	1.7200 76496	1.7600 78275	1.8800 83612	1.9250 85613
18	1.1750 52257	1.3100 58261	1.7600 78275	1.8000 80054	1.9250 85613	1.9700 87614

## APPENDIX B

### EXTRA DUTY SCHEDULE

1. The Board will pay the following rates for the listed extra duty duties/positions.
2. Any staff member, including the current holder of a position, must apply for an extra duty assignment, in writing, to the building principal by April 15. Available positions will be posted by May 15. If positions should become available during the summer, teachers will be notified by mail at their last known mailing addresses. Vacancies will be posted for ten (10) days prior to the permanent filling of the vacancy. For purposes of this Appendix the term “days” shall mean days when the District Central Office is open for public business. The notice of vacancy will include the title of the vacant position and the compensation to be paid.

In the event no qualified bargaining unit member applies for a vacant position, the Board may subcontract such position to a person who is not a member of the bargaining unit, under the terms and conditions listed. The decision as to whether a bargaining unit member is qualified shall be determined by the Superintendent or designee, provided such determination shall not be based solely upon a won-lost record, where applicable, nor on a decision by the bargaining unit member regarding participation of a specific student in an activity.

In the event no qualified bargaining unit member applies for the position and no qualified subcontractor is available, the Superintendent will make every attempt to recruit a bargaining unit member to fill the position. However, if it becomes necessary to assign the position, probationary teachers may be assigned to open positions, however, no probationary teacher will be made to fill the position for two (2) or more consecutive years.
3. The Board retains the right to offer or not offer any activity listed or any position not listed herein.
4. At any time between assignments for a particular extra duty, the Board may discontinue such position or activity. The effect of such action will be to remove such position/activity from this Agreement effective July 1.

### CCSD66 Extra Duty Salary Schedule

Grade	Activity	Hours	Salary
3 - 5	Art Club	50	1600
6 - 8	Art Club	50	1600
K - 8	Athletic Director	133	4256
6 - 8	AV Assistant	28	896
7	Basketball Boys - JV	70	2240
8	Basketball Boys - Varsity	90	2880
7	Basketball Girls - JV (1/2)	35	1120
7	Basketball Girls - JV (1/2)	35	1120
8	Basketball Girls - Varsity (1/2)	45	1440
8	Basketball Girls - Varsity (1/2)	45	1440
4	Beginning Band Director	20	640
5	Cadet Band Director	47	1504
6 - 8	Cheerleading - Fall	70	2240
7	Cheerleading - JV	60	1920
8	Cheerleading - Varsity	90	2880
3 - 5	Cheerleading/Dance	20	640
3 - 5	Chess - CoEd	30	960
6 - 8	Chess - CoEd	30	1600
3 - 5	Choral Director	50	1600
6 - 8	Choral Director	50	1600
6 - 8	Concert Band Director	67	2144
6 - 8	Cross Country - CoEd - (Co-Head)	85	2720
6 - 8	Cross Country - CoEd - (Co-Head)	85	2720
K - 8	ESL	99	3168
6 - 8	Flag Director (1/2)	17	544
6 - 8	Flag Director (1/2)	17	544
7 - 8	Football	75	2400
7 - 8	Football Asst	53	1696
1 - 8	Gifted (per 1 unit )	25	800
6 - 8	Gifted Coordinator	40	1280
K - 5	Gifted Coordinator	66	2112
6	Homebase	30	960
7	Homebase	30	960
8	Homebase	30	960
3	Intramural Floor Hockey - CoEd	30	960
4	Intramural Floor Hockey - CoEd	30	960
5 - 6	Intramural Floor Hockey - CoEd	30	960
3	Intramural Games - CoEd	37	1184
4-5	Intramural Games -CoEd	30	960
6 - 8	Intramurals	30	960
3	Intramural Basketball - CoEd	30	960
4-5	Intramural Basketball - Boys	30	960
6	Intramural Basketball - Boys	25	800
4-5	Intramural Basketball - Girls	30	960
6	Intramural Basketball - Girls	25	800

Grade	Activity	Hours	Salary
4-5	Intramural Tennis - CoEd	30	960
6 - 8	Jazz Band Director	66	2112
6 - 8	Jazz Lab	50	1600
6 - 8	Leadership Teams	50	1600
6 - 8	Make-A-Difference Club	50	1600
6 - 8	Memory Bridge	46	1472
K - 8	Mentoring		150
6 - 8	Musical Director		3264
6 - 8	Newspaper (1/2)	25	800
6 - 8	Newspaper (1/2)	25	800
6 - 8	PBIS coach	50	1600
K - 2	PBIS coach	50	1600
3 - 5	PBIS coach	50	1600
6 - 8	Scholastic Bowl (1/2)	25	800
6 - 8	Scholastic Bowl (1/2)	25	800
6 - 8	Science Club	25	800
6 - 8	Soccer - Boys	50	1600
6 - 8	Soccer - Girls	50	1600
6-8	Softball - Girls	60	1920
6 - 8	Stage Director		2176
6 - 8	Student Council	100	3200
6 - 8	Swim Team	15	480
6 - 8	Symphonic Band Director	67	2144
6	Talent Search	10	320
K	Team Leader	50	1600
1	Team Leader	50	1600
2	Team Leader	50	1600
3	Team Leader	50	1600
4	Team Leader	50	1600
5	Team leader	50	1600
6	Team Leader	50	1600
7	Team Leader	50	1600
8	Team Leader	50	1600
6 - 8	Team Leader (Encore)	27	864
K - 2	Team Leader (Ide Specials)	50	1600
3 - 5	Team Leader (PV Specials)	50	1600
6 - 8	Track & Field - Girls	15	480
6 - 8	Track and Field - Boys	15	480
7 - 8	Volleyball - Boys	75	2400
7	Volleyball - Girls JV	75	2400
8	Volleyball - Girls Varsity	75	2400
6 - 8	Wind Ensemble Director	67	2144
6 - 8	Yearbook	33	1056
6 - 8	Yearbook	33	1056



**APPENDIX C**

**SCHEDULE OF MEDICAL/DENTAL BENEFITS**

The schedule of medical and dental benefits will be updated annually in October and distributed to covered employees based on input from the District Insurance Committee and ratification of the CCEA and Board of Education. (Refer to Insurance Committee Section IX, B)

*[Attached]*