

**2015 - 16**

**2016 - 17**

**2017 - 18**

**2018 - 19**

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The Board of Education  
Bremen Community High School District 228  
Cook County, Illinois**

**and**

**The Bremen District 228 Joint Faculty Association**

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**Collective Bargaining Agreement  
By and Between  
The Board of Education  
Bremen Community High School District 228  
Cook County, Illinois  
and  
The Bremen District 228 Joint Faculty Association**

**ARTICLE 1 - RECOGNITION**

The Board of Education, Bremen Community High School District 228, Cook County, Illinois, hereinafter referred to as the Board, recognizes the Joint Bremen District 228 Faculty Association, hereinafter referred to as the Association, an affiliate of the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for the bargaining unit as defined in Article 4 of this Agreement.

**ARTICLE 2 - SAVINGS CLAUSE**

Should an Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, 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.

**ARTICLE 3 - BOARD'S RIGHTS**

The Association recognizes that the Board of Education has full authority and responsibility under the laws of the State of Illinois and responsibility to this Collective Bargaining Agreement with respect to employment, tenure, or discharge of any of its employees. The Board of Education and the Association recognize, understand, and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law, and that the provisions of any professional negotiations agreement that is negotiated by the Board with the Association cannot conflict with the provisions of the Constitutions of the United States and of the State of Illinois, the Illinois School Code, or other pertinent Statutes of the State of Illinois or of the United States Code, as well as the decisions of the Courts of the United States and of the State of Illinois. The Association recognizes that in the operation of the schools the Board is guided by the regulations and criteria for the approval, recognition and accrediting of schools promulgated by the State Superintendent of Education of the State of Illinois, the Regional Superintendent of Schools of Cook County, the North Central Association, as well as Federal Education Agencies when applicable. The Association recognizes the Board's right to direct the operation of the schools and the Board's right to delegate to its administrators the assignment of all certified personnel, provided that such rights shall be exercised in conformity with the provisions of this Agreement.

## ARTICLE 4 - DEFINITION OF BARGAINING UNIT

### **4.1 Bargaining Unit**

The bargaining unit shall consist of all full-time and part-time (teaching two sections or more) certificated personnel, including nurses and job-sharing employees, but excluding the following:

Superintendent, Assistant Superintendents, Business Manager, Principals, Assistant Principals, Associate Principals, and other certificated administrative or supervisory personnel having the authority to assign, hire, transfer, suspend, lay-off, recall, promote, evaluate, discipline or discharge employees in the bargaining unit, along with adjusting grievances; and excluding also directors of school programs of guidance, athletics, pupil discipline and vocational education, per diem and substitute teachers, school aides, tutors, freshman learning center supervisors, facilitators, theme graders, guidance project managers, Delta Academy teachers and classified personnel employed by the Board.

Any certified position that is not specifically excluded in this section is in the bargaining unit unless an exclusion is specifically negotiated between the board and the JFA.

- A. Unless reassigned to a full-time basis, in accordance with Article 18, non-bargaining unit personnel shall not perform job duties, responsibilities or functions of bargaining unit members that would cause to displace bargaining unit members.
- B. Part-time employees are entitled to all rights, benefits and privileges contained in this Agreement except that the salary schedule and fringe benefit provisions shall be on a pro-rata basis determined by the number of teaching hours assigned divided by five (5).

Part-time and job sharing teachers will be given vertical credit on the salary schedule and seniority credit when they work an equivalency of ninety-one (91) days or more in a given contract year. The ninety-one (91) days requirement can accrue over two or more consecutive school years. It is the responsibility of the part-time or job sharing teacher to notify the Superintendent's office when they think they have qualified for vertical salary schedule credit and seniority credit under the provisions of this section.

This is effective with the 1987-88 school year and counts experience beginning with the 1986-87 school year.

- C. It is understood between the parties that certificated administrative personnel or department supervisors may be assigned up to a maximum of two (2) sections in any given day, with the total being no more than twenty (20) sections per semester for all certificated administrative personnel or department supervisors. It is understood between the parties that certificated administrative personnel may be assigned up to one-half (1/2) of the allotted two (2) sections per day and twenty (20) per semester, not to exceed a total of ten (10) per semester. The district will minimize the use of part-time teachers when a full-time teacher can be hired to cover a full teaching load. In addition,

other administrative personnel shall not be assigned to bargaining unit functions unless an emergency situation arises.

**4.2 Teacher**

The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as described in the Collective Bargaining Agreement.

**4.3 Spouse**

Partners in a civil union shall be included in any use of the term spouse.

**ARTICLE 5 - SCOPE OF NEGOTIATIONS**

The Association and the Board agree to bargain in good faith with respect to all items in this Collective Bargaining Agreement and any which either party feels is a matter of concern, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

**ARTICLE 6 - COMPOSITION OF NEGOTIATING TEAM**

**6.1 Responsibilities**

It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to do the following: to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

**6.2 Selection**

Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a member of the bargaining unit as herein defined as its representative.

**6.3 Representation**

Either party may select whomever it wishes to represent them in negotiations except as limited in the preceding paragraph.

## ARTICLE 7 - TEACHER RIGHTS

### **7.1 Membership in a Teacher Organization**

- A. Any teacher in the bargaining unit may join any teacher organization of his/her own selection (whether or not the teacher organization is the sole and exclusive bargaining agent for the bargaining unit) or may refuse to join any teacher organization. Teachers shall have the right to submit suggestions to, and discuss professional problems with the Board or the district administrative staff either as an individual or in a group through proper channels, provided that such submission or presentation does not violate this Agreement nor change or modify any matter contained in this Agreement.
- B. Fair Share
1. Each bargaining unit member newly hired for the 1993-94 school year and, thereafter, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of 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 amount of dues uniformly required of members of the Association, including local, state and national dues.
  2. In the event that such bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
  3. Such fee shall be paid to the Association by the Board no later than two (2) weeks following deduction.
  4. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Fair Share provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
    - (a) The Board gives immediate notice of such action in writing to the Association and permits the Association 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 both trial and all appellate levels. All costs incurred will be paid by the Association.
  5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board 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.

6. The obligation to pay a fair share fee will not apply to any bargaining unit member, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member is a member or a belief sincerely held with the strength of traditional religious views, objects 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 bargaining unit member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

## **7.2 Employment Practices**

The Board agrees not to discriminate with respect to the hiring, tenure or continuity of employment, or in promotional opportunities because of a teacher's race, religion, color, sex, age, political affiliation, marital status, national origin, ancestry, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from military service, membership or non-membership in the Association or any other teacher organization.

## **7.3 No Reprisals**

The Board and Association will not impose reprisals on teachers or discriminate against them by reason of their exercising the rights provided by this Agreement.

## **7.4 Association Membership**

The Association agrees to admit to membership, and to represent all teachers regardless of race, religion, color, sex, age, political affiliation, marital status, national origin, ancestry, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from military service, membership or non-membership in any teacher organization.

## **7.5 Tentative Contracts for Newly Employed Teachers**

The Board may not issue individual teacher contracts or employment agreements during negotiations, mediation, or fact-finding or before agreement has been reached between the Board and Association. The Board may issue tentative contracts based on the previous year's schedule to newly employed teachers. These tentative contracts will be adjusted to conform to the negotiated settlement.

## **7.6 Association Representation**

When any teacher is called to a meeting for the purpose of investigating a matter which may lead to the discipline of the teacher or for the purpose of being officially reprimanded, warned, disciplined, or dismissed, resulting in a written document, he/she shall be notified in writing of his/her right to have a representative of the Association present and the general nature of the meeting. Except in unusual circumstances as deemed necessary by the Administration, sufficient time, a period defined by at least 24 hours, must be allowed prior to the meeting for the teacher to consult with a Representative. In the event a teacher prefers to be represented by

his/her own counsel, the Association will be notified of the meeting and given the opportunity to be present.

**7.7 Parent/Student Complaints**

No action against a teacher shall be taken on the basis of a complaint by a parent or student unless substantive investigation has been conducted by the administration and the complaint has been found to be valid.

**7.8 Preparation Periods**

Teachers shall be permitted to leave the building during a preparation period when necessary to perform tasks related to their teaching duties. Preparation periods are part of the normal school day and are necessary for good teaching. Prior to leaving the teacher will initial a log so provided. Upon return by the end of the period the teacher will also initial the log. These conditions may be waived by the principal or his/her designee depending upon individual circumstances.

**7.9 Teaching Materials**

Each teacher shall be given the opportunity to submit requisitions through the department supervisor for instructional materials and supplies for the following school term. An attempt will be made to place orders prior to August 1 and those purchase orders will be on file in the respective buildings for teachers to review at that time. This procedure would not be followed in laboratory fees. Teachers new to the district shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

**7.10 Approved Agreement Waiver**

Any provision of this Agreement may be waived or modified, in writing, by mutual agreement of the administration, teacher(s) and Association. If the waiver is approved, all parties shall sign the waiver; Superintendent, Association President, and teacher(s). The approved waiver automatically terminates at the conclusion of the school year, and shall not be considered precedential unless otherwise agreed.

**7.11 Discipline and Remediation Notification for Tenured Teachers**

In all cases not pertaining to evaluation:

Teacher discipline for remediable offenses shall follow these progressive steps:  
This applies to tenure teachers only.

**1. Verbal Warning**

An administrator shall conduct a meeting that includes an Association Representative to discuss the remediable offense. Written documentation of this meeting may be retained by the administrator conducting the meeting.

## **2. Written warning**

Repetition of the offense, or in the case of a first occurrence of an offense that the Administration deems serious enough to warrant a written warning, will be followed by a written reprimand which is placed in the employee's personnel file. The tenured teacher may petition the Superintendent to remove the reprimand after one year if there is no repetition.

## **3. Remediation plan (up to 60 days)**

The teacher shall be given a written statement indicating the reasons and the necessary improvements that are required for the teacher to be recommended for continued employment. At this time the teacher shall be informed by the building principal or immediate supervisor in writing that a copy of the statement of reasons and the necessary improvements will be sent to the Association. After receiving the written statement, the teacher shall be given a reasonable time prior to sixty (60) days before the close of the current school term to demonstrate the improvement necessary to be continued in employment in all other than exceptional cases.

## **4. Discipline up to and including notice to remedy**

## **5. Discipline up to and including dismissal**

It is understood that in the case of an egregious offense the district is not required to follow these steps. A violation of section 7.11 is grievable to the superintendent and, in the case of dismissal, may be appealed to the board. A violation of section 7.11 is not subject to arbitration.

### **7.12 Termination Notification**

A tenure teacher whose services are being considered for termination shall be advised by the Superintendent or his designee of his rights under the Tenure Act (Sections 24-12 through 24-16 of the School Code). Such notification of termination shall be in the form of a registered letter, which shall include a statement of charges from the Board, the times and dates and specifics of any conduct upon which the charges are based, and names of witnesses. The Association shall receive a copy of the notification of termination. The teacher shall be informed by the Board in writing that a copy of the statement of charges will be sent to the Association upon request. The termination of a nurse's contract shall be accomplished in the same manner as for teachers.

### **7.13 Discharge or Demotion**

Discharge or demotion, (other than addendum assignments) of any teacher shall be preceded by:

- A. The execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes.

- B. A conference with the teacher by the appropriate administrator prior to taking any action.
- C. A written explanation for the action to the teacher and upon the request of the teacher to the Association.

**7.14 Involuntary Change in Employment Status**

Any meeting regarding the discharge, demotion, or other related involuntary change in the employment status of any teacher shall not abrogate rights guaranteed by tenure rights in the School Code and this Collective Bargaining Agreement.

**7.15 Suspension with Pay**

After a meeting regarding discharge, demotion, or other related involuntary change in the employment status of any teacher, the teacher may be suspended with pay pending determination of the teacher's employment status.

**ARTICLE 8 - EMPLOYEE RESPONSIBILITY**

The Association and the teachers agree, in accordance with Illinois law, not to strike, not to engage in work stoppages, not to picket, not to apply sanctions nor to initiate or instigate procedures which may or do lead to strikes, work stoppages, picketing or to the imposition of sanctions any of which of the foregoing, in any manner, would tend to disrupt the operation of any public school in Bremen Community High School District 228 or the administrative offices of the Board of Education of Bremen Community High School District 228.

**ARTICLE 9 - LEAVES**

**9.1 Sick Leave**

- A. Each teacher shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. All teachers may accumulate unlimited sick leave. Such leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, civil union partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, stepchildren and step-grandchildren, and other significant persons who live in the same household.
- B. **Duty-Connected Injury:** Absence due to duty-connected injury or liability shall not be deducted from the teacher's accumulated sick leave up to a maximum of one calendar year, which may be subject to administrative verification for continuance every thirty (30) days. In such cases, the Board shall pay the teacher full salary less worker's compensation; provided, however, that the

teacher has not contributed to the occurrence which caused the injury or liability. After one calendar year, the injured teacher will be granted a one-year leave of absence without pay also, if necessary.

- C. Any teacher who terminates employment with District 228 may choose to report unused sick days to TRS or receive compensation for remaining unused sick leave at the rate of twenty dollars (\$20) for each day, up to sixty (60) days.
- D. A teacher who retires from active service in District 228 and qualifies for benefits from the Illinois Teachers' Retirement System shall receive compensation for all remaining unused sick leave at the rate of fifty dollars (\$50.00) per day, up to two hundred (200) days, for each day except those days (not to exceed 340) certified to the Illinois Teachers' Retirement System ("T.R.S.") by the District which are used by T.R.S. for service credit for retirement benefit. The District agrees to submit all days to T.R.S. for certification no later than June 30<sup>th</sup>. Payments made pursuant to this paragraph shall be a severance payment made subsequent to receipt of the employee's final paycheck for regular earnings or final day of T.R.S. creditable service, whichever date is later. The employee shall have no actual or constructive right to the receipt of this payment until such time.
- E. If a teacher dies while employed, his/her beneficiary shall receive compensation for all unused sick leave at the rate of \$50 per day.
- F. If it is determined that state law and TRS regulations allow the restoration of sick leave without any penalty, then sections F and G.5 of this article will revert to original language (allowing earned sick leave restoration and removing the 15 day minimum in the sick leave bank).
- G. A Sick Leave Bank shall be established under the following guidelines:
  - 1. The intent of this plan is to provide extended sick leave to those tenured persons covered by the Collective Bargaining Agreement who incur a period of prolonged (twenty (20) consecutive working days) illness, injury or hospitalization.
  - 2. To be a member of the Sick Leave Bank, each present or new tenured member, who has not been a member for five (5) consecutive years, shall make a one-time initial deposit of five (5) sick leave days. Membership shall be voluntary and shall continue until the member notifies the Sick Leave Bank Committee, in writing, that they wish to withdraw from the Sick Leave Bank. Sick leave days deposited by the withdrawing member shall remain in the Bank.
  - 3. A Sick Leave Bank Committee shall be composed of three appointees by the Association and shall, with consultation with the Superintendent's Office, act in all matters that concern the policies of the Sick Leave Bank.
  - 4. No one shall draw from the Sick Leave Bank until accrued sick leave days have been depleted, a doctor's written verification of illness has been presented, and the request has been approved by the Sick Leave Bank

Committee. The Board of Education shall be held harmless for any decision of the Sick Leave Bank Committee concerning the granting of sick leave days to teachers.

5. Members of the Sick Leave Bank will be eligible to receive from the Sick Leave Bank, at the beginning of each school year, the greater of 15 days or a maximum equal to the amount of their accumulated sick leave. In a case of prolonged serious illness, the number of days available would be established as the number of days available at the beginning of the illness. However, in no case shall the Sick Leave Bank provide more than two hundred (200) days per individual illness. If a prolonged illness or hospitalization for any person continues from one school year to another, that person will be entitled to no more and no less than the total number of days accrued from the accumulated sick leave and the Sick Leave Bank as calculated at the beginning of the illness when the disability was first caused.
6. Anyone withdrawing sick leave days shall not have to replace these days in the Sick Leave Bank except as a regular contributing member of the Bank.
7. If the Sick Leave Bank becomes depleted during any given school year, the Association may request each contributing member to donate an additional sick leave day. At no time shall a contributing member, covered by the Collective Bargaining Agreement, be required to contribute more than two (2) sick leave days per year.
8. Retiring teachers may donate sick days to the Sick Leave Bank. Such a donation shall be made by written notification to the Sick Leave Bank Committee and to the Superintendent.
9. Administrators, who were past members of the Sick Leave Bank, may withdraw their sick days from the Sick Leave Bank.

## **9.2 Family Leave**

Requests for leave hereunder shall be submitted in writing to the Superintendent or designee, with a copy to the building principal. If a meeting is desired by either the teacher or the district, the teacher shall arrange for a meeting with the building principal, the Superintendent or designee, and a representative of the Association if said representative is requested by the teacher. The purpose of the conference shall be to determine a mutually agreeable plan for leave to be submitted to the Board for consideration.

### **A. Family and Medical Leave Act**

Teachers are entitled to leave according to the terms of the Family and Medical Leave Act subject to the following provisions:

1. Definitions
  - a. "Eligible teacher" means a teacher who has been employed with the District for at least twelve (12) months and has at least 1250 hours

of service with the District during the twelve (12) months which precede the period of the requested leave. To determine hours of service for eligibility purposes, the number of days of service reported to the Illinois Teachers' Retirement System shall be multiplied by 7 hours per day.

- b. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c. The term "equivalent position" shall mean any position for which an eligible teacher is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by the eligible teacher prior to being granted a leave under the Family and Medical Leave Act.
- d. Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

## 2. Purposes

Eligible teachers shall be granted a total of up to 12 work weeks (60 work days) of unpaid leave during any academic term for one or more of the following reasons:

- a. the birth of a child;
- b. the adoption of a child or the placement of a foster child;
- c. to care for a spouse, civil union partner, son, daughter, or parent who has serious health conditions; and
- d. a serious health condition that makes the teacher unable to perform his/her job.

A doctor's certification may be required of a "serious health condition". The doctor's certification shall include the following: Appropriate medical facts, date condition began, probable duration of leave, planned treatment and schedule (for reduced or intermittent leave) and need for employee to provide care (if leave is to care for another). In 2c. and 2d. the Superintendent may require a second and third opinion (at the district's expense).

## 3. Duration

Leaves requested for the purposes listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible teacher. Teachers may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of leave taken under the Family and Medical Leave Act.

4. Notification

In any case in which the necessity for leave under subparagraphs 2.a or 2.b. is based on an expected birth or placement, the eligible teacher shall provide the Superintendent at least thirty (30) days notice before the day the leave is to begin, of the teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

In any case in which the necessity for leave under subparagraph 2.c. or 2.d. is based upon illness or a serious health condition, the eligible teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provided. The eligible teacher shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, of the teacher's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the teacher shall provide as early a notice as practicable.

5. Continuation of Health Insurance

The Board shall maintain health care coverage for the duration of the Family and Medical leave at the same level and under the same conditions that existed at the time of the commencement of the leave. The cost of health care premiums paid by the district during leave can be recovered if the employee does not return to work at the end of the contract.

6. End of Academic Term

If an eligible teacher begins leave:

- a. more than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return of employment would occur within three (3) weeks of the end of the academic term;
- b. five (5) weeks or fewer prior to the end of the academic term, but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term;
- c. less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

The provision of number 5 shall apply during any required extension of the leave.

7. Repealer

In the event the Family and Medical Leave Act is repealed, then this section 9.2A shall, as of the date of repeal, no longer be in force and effect.

B. Pregnancy Related Disability Leaves (Sick Leave)

Teachers may use accumulated sick leave, to which they are entitled, during the period of pregnancy-related disability. Use of sick time for a pregnancy related disability leave will be limited to 6 weeks (30 work days) for a regular delivery and 8 weeks (40 work days) for a Cesarean section without a written statement from the doctor extending the period of pregnancy related disability. Leave must begin no later than the actual date of delivery of the child. The teacher must provide the Board of Education with a written statement from the doctor regarding his/her professional judgment as to the period of time that the teacher will be unable to perform his/her duties, as a teacher, due to normal pregnancy-related disability. This period of time may be adjusted in writing by the teacher's doctor, should complications with the mother's health arise.

Immediately following the period of pregnancy related disability teachers may request additional leave under FMLA (section A above).

C. Child Care Leave

Immediately following the period of pregnancy-related disability and FMLA leave, if applicable, teachers may request an unpaid child care leave with the following provisions:

1. Probationary teacher's child care leaves must end in conjunction with any quarter, but the leave shall not extend beyond the school year during which the leave is granted.
2. A tenured teacher on unpaid child care leave shall have the option of returning to full-time employment at the beginning of any quarter. Unpaid leave shall be granted to a tenured teacher to a maximum of three (3) semesters, not to exceed one (1) full school term August through June.
3. Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted unpaid child care leave under this section C shall be suspended during the leave.
4. A teacher granted a child care leave may make arrangements during the leave to continue insurance coverage as provided in this Agreement at the teacher's own expense, as approved by the insurance carrier.
5. Child care leave shall be granted to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board not less than sixty (60) days prior to the requested leave.

### **9.3 Military Leave**

Upon induction, enlistment or call up to active duty for military duty in any branch of the armed forces of the United States members of the bargaining unit shall be entitled to all the privileges and benefits provided by all pertinent laws. Members of the National Guard called up to active duty will receive all benefits provided by law. Benefits for dependents of U.S. military reservists shall continue for one year after date of entry into active military status.

### **9.4 Advanced Study Leave**

A leave of absence without pay for the purpose of advanced study for one year may be granted to a tenure teacher provided the teacher states in writing his intention to return to the school district. Notification of intent to return shall be given by February 1 preceding the start of the school year. Advanced study shall be defined as study, research, travel, or other purposes proposed by the applicant which will benefit the district. The tenure teacher has the option to continue in the group health/dental insurance plan at his/her expense.

### **9.5 Professional Meeting Leave**

Teachers will have leave at full pay to attend conferences, meetings, or workshops upon recommendation of the Department Supervisor and subject to the approval of the Principal and the Office of the Superintendent.

### **9.6 Personal Business Leave**

Teachers will be granted two (2) days personal leave annually, with pay, pursuant to the following terms and conditions:

- A. Application shall be made in writing to the Principal at least twenty-four (24) hours prior to the date the leave is to begin. Written notice may be dispensed with in emergency situations.
- B. Personal business leave may be taken during the first or last week of school, immediately before or after a holiday or vacation, only at the discretion of the building principal.
- C. Not more than six teachers per school may be granted personal leave on any one day except at the discretion of the building principal.
- D. A teacher who does not use all of his/her personal business leave time during the school year may accumulate those days up to a maximum of four personal business leave days. After the fourth day, any unused personal business periods shall be changed into sick leave periods and added to the teacher's accumulated unlimited sick leave. Any use of sick leave immediately before or after personal business leave will require physician's verification.

## **9.7 Temporary Disability Leave**

Employees who have exhausted their paid sick leave and family and medical leave due to extended absence resulting from a disabling illness or injury shall be granted an unpaid leave under the following circumstances:

- A. The request for such unpaid leave is for the same medical condition which caused the absence in the first instance, which medical condition shall be certified by the employee's physician.
- B. There has been no determination that the employee's disabling condition is permanent, and
- C. The total length of the disability leave (paid and unpaid combined) shall not exceed one (1) calendar year.
- D. Employees on such leave may make arrangements during the leave to continue insurance coverage as provided in this Agreement at the teacher's own expense, as approved by the insurance carrier.

Employees who meet the above conditions shall receive unpaid leave. The district retains the right to obtain a medical assessment of the employee's condition during such leave. An employee may apply for an unpaid leave under Section 9.8 (Leave of Absence without Pay) to commence immediately following the termination of Temporary Disability Leave.

## **9.8 Leaves of Absence Without Pay**

Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) calendar year (365 days) may be granted according to the following conditions:

- A. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;
- B. Dates of departure and return must be mutually acceptable to the employee and administration and determined prior to any final action on the request;
- C. Leaves may be granted for reasons acceptable to the Board;
- D. Employees on such leave may make arrangements during the leave to continue insurance coverage as provided in this Agreement at the teacher's own expense, as approved by the insurance carrier.
- E. The Board may waive the above restrictions at its discretion.

## **9.9 Exploratory Career Leave**

An Exploratory Career Leave may be granted by the Board to any tenure teacher. This Exploratory Career Leave will be for one school year to explore a career option outside the field of education. A request for such a leave must be submitted to the Superintendent or his/her designee by February 1 covering the subsequent school year. The request shall be completed on a form supplied by the Superintendent's Office. The Board reserves the right to approve or disapprove any such requests for Exploratory Career Leave. When such a leave is approved by the Board, the affected teacher and his/her dependents retain the option to continue in the group insurance plan at his/her expense. At the request of the tenured teacher, a second year of Exploratory Career Leave will be reviewed by the Board upon recommendation of the Superintendent.

The Assistant Superintendent of Personnel shall send a registered letter by January 1 to the teacher at his/her last address of record covering the Exploratory Career Leave reminding him/her of the February 1 deadline. A teacher granted such a leave shall have the responsibility to inform the Superintendent's Office, in writing, of his/her intent to return to the school district in the subsequent year by February 1 of the year the leave is in effect. Failure of the teacher on such a leave to notify the Superintendent's Office in writing by the February 1 deadline shall be an automatic resignation from the school district.

Upon returning to the school district, the affected teacher shall receive no experience credit on the salary schedule and shall not be credited any additional seniority covering the period of the leave.

## **9.10 Leave Credit on Salary Schedule**

Ninety-one (91) or more teacher work days attendance in any given school year are required for vertical movement on the salary schedule for the following year except for staff members who are on sabbatical or military leave or who have been absent and were entitled to accumulated sick leave.

## **9.11 Job Sharing**

Two tenured teachers may share one full time position according to the following guidelines:

- A. Job share arrangements will be for a term of one school year. Teachers may job share for multiple years, but must submit a separate plan for each 1-year extension. Teachers must submit their job-share plan to the district on or before February 1<sup>st</sup> of the year prior to the job-share year.
- B. Job-sharing teachers shall have all rights, benefits, privileges, and obligations contained in the Collective Bargaining Agreement, except that the salary, leaves, and fringe benefits agreement (including sick days) shall be specified in the plan document.

- C. The job share plan must specify all of the following:
1. Division of time and responsibilities.
  2. Division of insurance and other fringe benefits. The two teachers may split benefits in a manner agreeable to them, as long as the total cost to the district does not exceed the cost of one full-time-equivalent staff member, and does not conflict with insurance company practices, regulations or current agreements related to the district. Only one of the job-sharing employees may continue Health Insurance at the same cost to the employee and the district as one full-time employee. For life insurance only, the employees involved in the job share arrangement may both continue coverage if the second premium is paid to the district.
- D. Each job-sharing employee will be compensated at his/her regular prorated daily rate based on his/her place in the salary schedule. Any extra days will be compensated at the regular prorated daily rate.
- E. Each participating employee will retain tenure, and will be considered to be on an unpaid leave of absence for the portion of the full-time position not worked during the job-sharing year.
- F. Participating employees will only advance for purposes of seniority or salary step credit when he/she has complied with current contract language (4.1.B).
- G. Return to full-time employment will be based on seniority and administered according to section 18.9 of this Collective Bargaining Agreement.
- H. The Board of Education will make all final decisions related to job sharing.

#### **9.12 Association Leave**

The Association shall be granted eight (8) paid leave days per year, use of which shall be validated in writing by the Association President to the Superintendent. In any year that the Association has more than four (4) members serving as delegates to the IEA Representative Assembly, the number of Association Leave days will be increased to allow two (2) paid leave days per delegate with a maximum of five (5) delegates. One teacher who serves in a Region, State, or National Association position will be granted up to two (2) paid leave days per year as needed to attend meetings related to that position.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.1 Definitions**

- A. A grievance is any complaint of a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement. The grievance procedure shall not supplant Article 27.1 of this Agreement.
- B. A grievant shall mean either an individual member or group of members of the bargaining unit having the same grievance or the Association.
- C. A "party of interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. "Days" referred to will be construed to mean actual office business days.

### **10.2 Purpose**

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to claims of the grievant. Both parties agree that the grievance proceedings shall be kept confidential.

### **10.3 Structure**

- A. There shall be a Welfare Committee (Association representatives) for each school building who shall be recognized as official representatives of the Association in grievance procedures.
- B. The district Faculty Association shall establish a Joint Welfare Committee which shall broadly represent the district and represent it in all district grievance procedures.
- C. In the event that a Building Welfare Representative is a party in interest to any grievance, he/she shall disqualify himself/herself and a substitute be named by the appropriate Faculty Association.

### **10.4 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Welfare Committees and the Administration. In the event a grievance is filed on or after June 1, which would be left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. Any district-wide grievance defined as involving two (2) or more schools will begin as a level two.

A. **Level One**

An aggrieved person shall first reduce his/her grievance to writing and file with his/her building principal or designee within twenty (20) days of the date the grievance arises. The building principal or designee shall confer with the grievant and appropriate supervisors in an attempt to resolve the grievance within five (5) days of filing. A decision, in writing, shall be rendered to the grievant within five (5) days of the conference.

B. **Level Two**

If a satisfactory agreement is not reached at Level One, the grievant may appeal to the Superintendent or his designee in writing, within ten (10) days after he has received the decision of the building principal or his designee. A copy of the appeal shall be furnished to the building principal or his designee. The Superintendent or his designee shall hold a conference within ten (10) days after the filing of the appeal, and a written decision shall be rendered by him or his designee within five (5) days after holding the said conference.

C. **Level Three**

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the grievance may be submitted by the Association to arbitration before an arbitrator chosen by the parties hereto within thirty (30) days of receipt of the Level Two decision. If there is no agreement as to the arbitrator within ten (10) days, he/she shall be selected by the parties from a panel of the American Arbitration Association in accordance with its Voluntary Labor Rules.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or require action that is prohibited by law. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted, or misapplied. The decision of the arbiter shall be rendered to the Board and to the grievant in writing and shall be binding upon both parties, including matters of arbitrability. The issue of arbitrability shall be determined prior to the hearing on the merits provided that this determination does not require a separate hearing date or different arbitrator. The cost of any arbitration under this Article shall be shared equally by the parties. The cost of a transcript for an

arbitrator's hearing shall be shared equally only if the Association and the Board both request such a transcript be made. Otherwise, the party requesting the transcript shall pay the complete cost of the transcript.

**10.5 Right to Representation**

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement. However, the aggrieved person will retain the right to secure legal counsel or other representation at his/her own expense.

## **10.6 Miscellaneous**

- A. A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Association the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
- B. Copies of all written decisions of grievances shall be sent to all parties involved.
- C. The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate decision, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee (and employees who participate in any way in the grievance procedure) be subjected to reprisal for having processed a grievance.
- D. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- E. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
- F. If a grievance must be processed during the regular work day, release time shall be provided for all participants (the grievant, the Association representatives, the bargaining agent and witnesses to the incident which are previously cited). This shall include court appearances and conferences with legal counsel on grievances.
- G. Any member of the bargaining unit who commences a proceeding with any court or agency charging the Board or the Administration with an alleged violation of this Agreement, without first initiating the grievance procedure herein, may be barred from seeking any remedy from this grievance procedure concerning that alleged violation.

## **ARTICLE 11 - SCHOOL CALENDAR**

- 11.1** The school calendar shall be prepared by the Board of Education and shall comply in every respect with the provisions of the School Code of the State of Illinois.
- 11.2** Prior to the approval of the school calendar for the ensuing year, the Board of Education or designee will consult with and will consider the recommendations of the Association regarding said calendar.

## **ARTICLE 12 - TEACHING CONDITIONS**

### **12.1 Lounge**

A teacher lounge, which is comfortably furnished and cleaned daily, shall be provided in each building.

### **12.2 Work Facilities**

Teacher work facilities will be provided in each building, as well as a secure spot for personal belongings. The provision for a secure spot for personal belongings shall be subject to grievance but shall not be subject to arbitration.

### **12.3 Telephone Facilities**

Telephone facilities shall be made available to teachers for non-toll calls, but toll calls must be reported to the building principal's designee at the time the call is made.

### **12.4 Parking Facilities**

Off-street parking facilities shall be provided for teachers' use.

### **12.5 Professional Library**

The Board shall provide in the district a professional library, which shall include texts and professional reference materials.

### **12.6 Lunch Period**

All teachers shall have a duty-free uninterrupted lunch period not shorter than that stipulated in the Illinois School Code in a designated dining area apart from students. In no case shall teachers have less than thirty (30) minutes of eating time, exclusive of passing time.

### **12.7 Voluntary Substitution**

Substituting during preparation periods in the schools shall be on a voluntary basis except in emergencies and each teacher who volunteers shall receive compensation at the regular hourly rate paid for internal substitutions.

### **12.8 Extra-Curricular Assignments**

Teachers may be assigned to an extra-curricular activity if a voluntary sponsor is unavailable. No teacher would be required to accept more than one such assignment every three years. Teachers having no voluntary assignments will be assigned first to these extra-curricular activities.

**12.9 Extended Substitution Compensation**

A teacher who fulfills the responsibility for a substitution exceeding a period of ten (10) consecutive days shall receive compensation equivalent to two (2) times the regular substitution rate.

**12.10 Emergency Duties**

Teachers may be assigned to emergency duties before and/or after school when and if such emergency arises. When the immediate emergency is over, such assignment will be reviewed and if the assignment continues, the teacher shall receive the regular internal substitution rate.

**12.11 Special Student Problems**

Teachers shall be notified before a child with special physical, mental or emotional problems is placed in their class, provided the school district is cognizant thereof. An explanation of the child's problems shall be given to the teacher prior to the child's appearance in class, or as soon thereafter as is practicable, but such information is to be kept in strict confidence. The department shall work with the counseling staff in distributing these students whenever possible.

**12.12 Non-Paid Supervisory Assignments**

All members of the bargaining unit shall accept one non-paid supervisory assignments. Any additional assignments shall be on a voluntary basis. Teachers of first period classes shall be exempt from the non-paid supervisory assignment.

**12.13 Assault upon A Teacher**

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

**12.14 Provisions for Legal Counsel**

If any teacher is complained against or sued as a result of carrying out his/her assigned responsibilities, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

**12.15 Two-Way Speaker Systems**

Any two-way speaker systems between classrooms and administrative offices shall be used only with prior knowledge, except in cases of announcements from the central office.

## **ARTICLE 13 - SALARY PROCEDURES**

### **13.1 Bargaining Unit Dues and Miscellaneous Deductions**

Upon receipt of a written authorization form provided by the Board and signed by a teacher pursuant to and in compliance with the provisions of Chapter 85, Ill. Rev. Stat., Sec. 471 et seq., which authorization may be revoked in writing, the Board agrees to deduct the total NEA, IEA and Faculty Association dues of such teacher from his pay. All NEA, IEA, and Faculty Association dues so deducted will be paid by the Board to the Association within two weeks after such deduction is made. The Association will notify the Board by October 1 the amounts of dues to be deducted.

The following deductions will also be made: Credit Union, Health Insurance for dependents, Savings Bonds, Life Insurance, and Tax Sheltered Annuities.

### **13.2 Twenty-two or Twenty-six Pay Plan**

Faculty will receive their pay every other Friday during the period from September through June 30 on the twenty-two (22) pay plan. Salaries will be paid to teachers on a twenty-two (22) pay plan or a twenty-six (26) pay plan, whichever the teacher chooses. If a teacher on the twenty-six pay plan should choose to receive the balance of their salary between the end of the school year and July 1, the teacher must notify the Superintendent in writing by June 1. Faculty will be able to participate in the district's direct deposit program. Teachers newly hired for the 2006-2007 school year and thereafter shall be required to participate in the district's direct deposit program.

### **13.3 Jury Duty**

The Board shall pay the regular salary to staff members called to serve as jurors, but there shall be deducted therefrom the amount received by the teacher for such jury duty, except those monies paid to the teacher by the courts for transportation and parking.

### **13.4 Differential Pay**

A differential for each day of school before and after the regular term shall be paid by the district. This daily rate shall be 1/185th of the teacher's annual salary, exclusive of extra duty compensation.

### **13.5 Special Pay Dates**

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school session according to 13.2 twenty-two (22) or twenty-six (26) pay plan and 26.4E Addendum Pay Code.

## **ARTICLE 14 - TEACHER EVALUATION**

### **14.1 Definition**

Evaluation of the teacher shall be conducted for the primary purpose of enhancing instruction. Observations should be constructive and accompanied by suggestions for growth.

“Performance evaluation rating” means the final rating of a teacher’s performance that includes both data and indicators of student growth, when applicable, and professional practice.

### **14.2 Review of Instrument and Procedure**

A district evaluation instrument shall be used in each school as a means of written evaluation. The district evaluation instrument and procedures shall be reviewed for possible revisions on a yearly basis by the District Evaluation Committee (DEC) consisting of four (4) teachers, no more than one per building, designated by the JFA President, and four (4) administrators appointed by the Superintendent. Any joint or separate recommendations for the revision of the district evaluation instrument or procedures shall be submitted to the Superintendent for his consideration. The final decisions as to changes shall be made by the Superintendent.

### **14.3 Frequency of Evaluation**

- A. Non-tenured teachers shall be formally evaluated every year. For each non-tenured teacher, a minimum of three (3) observations shall be required each school year, of which two (2) must be formal observations.
- B. Tenured teachers shall be formally evaluated at least every other year. For each tenured teacher, a minimum of two (2) observations shall be required each school year, of which one (1) must be a formal observation.

For each tenured teacher who received either a “Needs Improvement” or “Unsatisfactory” evaluation rating in his/her last evaluation, a minimum of three (3) observations shall be required in the school year immediately following the year in which the “Needs Improvement” or “Unsatisfactory” rating is assigned, of which two (2) must be formal observations.

### **14.4 Classroom Observations**

A copy of each written evaluation shall be given to the teacher, and a conference shall be held between the teacher and the observer following each observation. A copy signed by both parties shall be retained by the teacher and the observer. “Days” referred to will be construed to mean actual student attendance days.

The observer shall share with the teacher any evidence collected and judgments made about the evidence during any conference held following any observation. If the observer determines that the data and evidence collected to date may result in the

teacher receiving either a “Needs Improvement” or “Unsatisfactory” summative performance evaluation rating, the observer shall notify the teacher of that determination.

#### **14.5 Teacher Rebuttal**

After the conclusion of the evaluation process (the summative conference), a teacher can file a rebuttal.

If the teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing to the observer and the Assistant Superintendent, and have them attached to the evaluation report to be placed in his/her personnel file within thirty (30) days of the summative conference. A copy signed by both parties shall be retained by the teacher.

#### **14.6 Classroom Parameters of Observations**

Observation of all teacher duties and responsibilities shall be conducted with the knowledge of the teacher. Videotaping and/or recording of teacher observations will not be allowed.

#### **14.7 Evaluator Qualifications**

Evaluations will be conducted by legally qualified evaluators/observers as outlined in the Illinois School Code.

#### **14.8 Professional Development Plan – Needs Improvement**

If a tenured teacher is rated “Needs Improvement” at the conclusion of the evaluation period, a Professional Development Plan (PDP) shall be developed by both the observer and the teacher within thirty (30) school days of receiving the summative rating. This plan is designed to remedy the deficiencies recognized by the observer in the evaluation process, and the plan shall be designed to assist the teacher in correcting these deficiencies. The initiation of the PDP is the responsibility of the observer.

It will include any supports/funding the district will provide to address the areas that need improvement. Any reference material or workshop that is outlined in the PDP will be paid for by the district.

The PDP must take into account the teacher’s ongoing professional responsibilities, including his/her regular teaching assignments.

If the teacher receives a summative performance rating of “Excellent” or “Proficient”, he/she shall be reinstated to the normal evaluation schedule.

#### **14.9 Remediation Plan - Unsatisfactory**

If a tenured teacher is rated "Unsatisfactory" at the conclusion of the evaluation period, a remediation plan shall be developed within thirty (30) school days of receiving the summative rating. This plan is designed to remedy the deficiencies recognized in the evaluation, and the plan shall be designed to assist the teacher in correcting these deficiencies. The development and initiation of this remediation plan is the responsibility of the district. The remediation plan shall be developed by the teacher rated unsatisfactory, a district administrator, and a consulting teacher. The district administrator may include other personnel to assist in correcting areas identified as unsatisfactory. The person(s) who will be involved in the actual evaluation shall be involved in the development of this plan.

It will also include any supports/funding the district will provide to address the areas that are unsatisfactory. Any reference material or workshop that is outlined in the remediation plan will be paid for by the district.

For each tenured teacher who receives a "unsatisfactory" performance evaluation rating in his/her last performance evaluation, a minimum of three (3) observations shall be required in the school year immediately following the year in which the "Unsatisfactory" rating is assigned, of which two (2) must be formal observations. Within ten (10) days after the conclusion of the respective remediation period, the teacher will receive his/her performance evaluation rating.

If the teacher is rated Proficient (or higher) in the remediation evaluation year, he/she shall be reinstated to the normal evaluation schedule.

#### **14.10 Consulting Teacher**

A "consulting" teacher will be selected by the observer to help the teacher throughout the remediation plan. The observer shall select a qualified consulting teacher from a list of five (5) qualified teachers per building submitted by the Association. If no teachers are available within the district who meet these criteria to participate in the remediation process, the district shall request and secure, through the assistance of the applicable regional office of education, an individual who meets these criteria.

- A. The consulting teacher shall have received a summative rating of Excellent on his/her most recent evaluation and have a minimum of five years of experience in teaching. In addition, the consulting teacher shall have familiarity with the teaching assignment.
- B. The participation of the consulting teacher shall be voluntary.
- C. The consulting teacher shall participate, as soon as possible, in the development of the remediation plan and shall provide advice to the teacher on how to complete the remediation plan.
- D. The consulting teacher shall not participate in any of the evaluations nor be asked to evaluate the performance of the teacher under remediation. The consulting teacher shall not be compelled by either the district or the teacher

under remediation to testify or make other statements in any hearing. The final decision on any evaluation shall be solely that of the participating observer.

- E. The consulting teacher shall be informed, through all evaluation conferences with the evaluator and the teacher, of the results of the evaluations in order to continue to provide assistance to the teacher.
- F. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher, the observer, and the teacher under remediation.
- G. The consulting teacher will be provided release time to work with the teacher under remediation. The principal, or designee, will provide this released time, when considered necessary by the consulting teacher, and will make an attempt to arrange schedules of the two teachers so as to provide common release time.
- H. In the event that the consulting teacher must drive between schools to perform this duty, the teacher will be reimbursed for the mileage at the district rate and shall be exempt from the 30-minute supervision.
- I. Compensation for the consulting teacher will be the same as the amount paid to teachers who serve as mentors.

#### **14.11 Professional Development Time Lines and Remediation Time Lines**

If the teacher is rated Proficient (or higher) in the final remediation evaluation, he shall be reinstated to the normal evaluation schedule.

Failure to strictly comply with the timelines specified in this document or in the state guidelines and rules shall not invalidate the results of the professional development plan, or the remediation plan.

#### **14.12 Home School Evaluation**

Teachers who are assigned to more than one school shall be evaluated in their home school. "Home School" is defined as the school in which a teacher teaches the majority of their classes.

#### **14.13 Hold Harmless Clause**

The JFA shall be held harmless by the district for its cooperation in the development or execution of the Evaluation Plan.

## **ARTICLE 15 - ASSOCIATION RIGHTS**

### **15.1 Board Agenda**

The Board shall place on the agenda of any regular Board meeting for consideration under "New Business" any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent twenty-four (24) hours prior to the regular meeting for emergency matters, or six (6) calendar days prior to the meeting for material to be placed on the printed agenda.

### **15.2 Notice of Board Meeting**

The President of the Association or his designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting prior to the scheduled time of such meeting.

### **15.3 Board Minutes**

Two (2) copies of all Board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been prepared. Upon request, copies of specific attachments shall be made available to the Association President.

### **15.4 Request for Information**

The Board and the Association agree to make available upon request any and all information, statistics or records of a non-confidential nature relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, including the names, addresses, and telephone numbers of all consenting teachers.

### **15.5 Use of School Buildings**

The Association and its representatives shall have the right to use school buildings for meetings upon approval of the building principal at reasonable times, provided that such meetings do not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service.

### **15.6 Use of School Equipment**

Officers of the Association and members of its negotiating team may request to use school equipment normally used by staff through the building principal, including but not limited to computers, duplicating equipment, calculating machines, telephones, fax machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall provide their own materials and supplies incident to such use. Such use shall be for Association business but not for local political activities.

**15.7 Leaves**

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 using available Association days or without salary, not to exceed three representatives per school. A member of the Association who accepts an executive position with any professional educational organization shall be granted a leave of absence for one (1) term which may be renewed upon request to and approval by the Board.

**15.8 Communications**

A bulletin board shall be provided for the exclusive use of the members of the bargaining unit in each building for posting notices of activities and other matters of concern to the bargaining unit, provided such notices are professional and ethical as relating to Board, Administration, and the Association. Members of the bargaining unit through the building principal or his/her designee shall further have the right to use the teacher mailboxes in each school for dissemination of announcements and other information of concern to members of the bargaining unit, provided such notices are professional and ethical as relating to Board, Administration, and the Association. Sources of such announcements and information must be clearly designated thereon.

**15.9 President Release Period**

The President of the Joint Faculty Association is granted one released period per day to conduct Joint Faculty Association business.

Each member of the bargaining unit may be assigned one period of substitution per school year without monetary or sick leave compensation.

**ARTICLE 16 - TEACHER FILES**

**16.1 Review**

Each teacher shall have the right, upon reasonable request, to review the contents of his/her own personnel files. A representative may at the teacher's request accompany the teacher for this purpose. The complete file of all materials maintained by the Board shall be open to the teachers with these exceptions:

- A. Credentials and other confidential materials provided by teacher placement offices or universities or colleges attended by the teacher.
- B. Written recommendations provided in confidence.

**16.2 District/Building File**

Only one district office file and one building office file shall be kept for each teacher, which may consist of one or more file folders. A teacher will be allowed, at his/her own expense, to make copies of any materials in his/her file, except those items excluded by law.

**16.3 Responsibility**

Each certificated staff member shall assume responsibility for keeping his/her personnel file up-to-date. The central office personnel file should contain official transcripts of all college work and degrees submitted as qualifications for possible assignments.

**ARTICLE 17 - ACADEMIC FREEDOM**

**17.1 Guarantee**

Academic freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas when presented in accordance with accepted standards of professional responsibility.

**17.2 Democratic Values**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

**17.3 Legitimate Interests**

Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the schools.

**17.4 Censorship**

In the event of adverse criticism by third persons of books, teaching methods, or materials used in the district and petition for censorship, removal or expurgation of content deemed by a critic or critics to be offensive on moral, political, or religious grounds, the Board shall act as follows:

- A. Such objections or complaints will be first reviewed by a committee composed of three members of the faculty to be chosen by the teachers and three members of the administration to be chosen by the Board. Members of this committee shall

be competent in the field of study in which the method, books, file, or other instructional material pertains.

- B. The committee will submit its findings in writing to the Superintendent and the Board, after which the decision or determination of the Board shall be final.

**ARTICLE 18 - TEACHER QUALIFICATIONS, ASSIGNMENTS, HOURS,  
AND REDUCTION IN FORCE**

**18.1 Teaching Limits**

A teacher shall not be required to teach outside the limits of his/her teaching certificate and major or minor field of study.

**18.2 Master Schedule**

The Association President shall have “read only” access to the master schedule via the student information system.

**18.3 Other Paid Assignments**

Any paid assignments in addition to the normal teaching schedule during the regular school term shall not be obligatory, but shall be with the consent of the teacher, except where needs of students dictate assignment, and voluntary sponsors are not available. A teacher may be required to accept such an assignment on no more than one day per school year. Such assignment must be made with ten days prior notice. Any district teacher shall be acceptable as a substitute.

**18.4 Notice of Assignments**

A teacher shall be given written notice of his tentative assignments for the forthcoming year no later than June 1 preceding the first day of the new school term. Until June 30, a teacher's tentative assignments may be changed as a result of student failures. In the event changes in such assignments are proposed, the teacher affected shall be promptly notified. No changes shall be made in the teacher's assignments later than June 30 unless an emergency situation requires same. No changes shall be made during the school year without consultation with the teacher or teachers involved.

**18.5 Summer School Programs  
(Summer School, Driver Education, Title I and Pool Services)**

A. Selection of Teachers

- 1. Teachers for each summer school program shall be selected from applicants who have filed applications with the principal of their building. After consultation with the appropriate building personnel, the Central Administration will establish a summer school program priority list from applications received. This summer school program priority list shall be

posted in each building by May 15th if possible, but no later than June 1st of the current year. Any challenge to the summer school program priority list by members of the Association or Administration should be made before the opening of the summer school programs. Should a challenge arise, the final decision of the teacher placement will be made by the Central Administration.

2. Positions for the summer school program shall be filled on a district-wide basis by members of the bargaining unit. If a position remains open, persons outside the bargaining unit may fill the position.
  3. Teachers must meet all state qualifications as defined in I.S.B.E. Document #1, for all courses taught.
  4. In filling summer school, Title I, and pool services positions, the Central Administration shall give primary consideration to the applicant's competency, formal training in the subject, teaching experience in the subject, length of service in the district, coaching relationships, and extraordinary recruitment efforts in special programs.
  5. In filling summer driver education positions, the Central Administration shall give primary consideration to teacher experience accumulated in teaching driver education during prior summer sessions in District 228. Ties will be broken by using: 1st-years employed in District 228, and 2nd-years of teaching drivers education during the school year.
- B. Teachers shall have access to the library during summer school.
- C. The following provisions of the Collective Bargaining Agreement shall apply to the summer program: Article 2 - Savings Clause; Article 3 - Board Rights; Article 4 - Definition of the Bargaining Unit, Sections 4.1 and 4.2; Article 7 - Teacher Rights; Article 10 Grievance Procedures (restricted to only the sections of the Collective Bargaining Agreement listed in this paragraph); Article 12. - Teaching Conditions, Sections 12.1 to 12.5 and 12.11, 12.13, 12.14, and 12.15; Article 15 - Association Rights; Article 16 - Teacher Files; Article 17. - Academic Freedom; Article 20 - Citizenship; Article 21 - Special Pupil Problems; Article 22 - Pupil Discipline; Article 23 - Maintenance of Standards (restricted to teaching hours in Section 23.1 of Article 23 and all of Section 23.2 of Article 23); and Article 26 - Other rates of pay as it relates to summer school.
- D. Summer School contracts for the summer of 1993 and beyond will be amended so that one of the following options may be selected:
1. That summer employment is a continuation of the employment agreement for the regular school term and reportable to TRS.

2. That summer employment is not a continuation of the regular school term and, as such, is not reportable to TRS.

Employees shall designate their option on an annual basis and understand that their salaries are based on 26.4.B. - Summer.

No option exercised hereunder shall be construed as an extension of the school term as provided for in Section 10-19 of the Illinois School Code.

The Illinois Education Association agrees to indemnify the Board of Education and hold it harmless for any liability incurred by virtue of compliance with this section, provided the Illinois Education Association is promptly served with notice of any proceeding in connection with assessment of such liability and that control of such proceedings is surrendered to the Illinois Education Association and to counsel of its choosing. However, it is recognized that the Board of Education shall retain its prerogative to have counsel present to monitor all proceedings and all information, and/or documents will be made available to the District's counsel for review.

## **18.6 Teacher Day**

- A. Teachers shall be required to report for duty at least fifteen (15) minutes before the opening of the teachers' regular school day in the morning. Teachers are encouraged to remain for at least fifteen (15) minutes after the close of the teachers' school day to attend to those matters which properly require attention at that time. A teacher's assigned time may not exceed 275 minutes of instruction daily, and a 30-minute supervision for one semester according to 18.6.D. No teacher will have more than five (5) separate classes of different students as teaching assignments unless waived by the individual teacher. No classroom teacher shall be assigned five (5) consecutive periods of duty unless waived by the individual teacher. Schedules should allow for one (1) period of duty-free lunch. Exceptions to this article that are needed as a result of state-mandated testing shall be agreed upon by the District and the JFA as the need arises.

For the two state-designated test days each year, a teacher may be assigned more than 275 minutes of responsibility per day and more than 5 consecutive periods of assigned duty. Any changes to the current testing schedule shall be communicated to the JFA within two weeks of notification by the state or earlier if possible. Any changes to the current teacher day as a result of testing changes shall be negotiated by the parties in the year in which those changes are to be implemented.

A teacher may be assigned, according to 19.3 or 19.4, to a traveling position in which he/she teaches classes in two buildings. Such positions will be scheduled so that no teacher will be required to travel more than once per day.

If a new teacher is assigned to two buildings, he/she will then have a teacher mentor in his/her home school and an administrative mentor in the other school.

Effective for the 2015-16 school year and thereafter, faculty meetings shall be limited to five (5) per year, one of which will be used for State testing. Department meetings shall continue without change. The Superintendent may schedule emergency meetings as necessary. Teachers shall be responsible to know any information disseminated electronically by the Administration.

- B. The following applies only if an emergency situation forces the use of daily multiple sessions. Five (5) consecutive periods of duty may be assigned, however, teachers having five (5) consecutive periods of duty shall be relieved of one (1) period of responsibility at the beginning or end of their school day.
- C. The mandatory presence in a building of teachers can be less than, but shall not exceed, seven and one-half (7-1/2) clock hours after his/her required time of arrival, excluding voluntary extra-curricular assignments, faculty meetings, open houses, and parent conferences. Any coach with a conflict between a competition and a faculty or department meeting will be excused from the meeting to attend the competition. A Head coach or designee will be excused from faculty and department meetings during their season when there is a conflict with practice, and this single coach will be responsible for the supervision of all participants. The coach must notify the appropriate administrator 2 school days before the scheduled meeting, or as soon as possible in the case of schedule changes, and must make alternative arrangements to obtain the information from the meeting. A preparation period or first hour may be utilized for this purpose.
- D. A building principal may assign an employee an additional thirty (30) minutes of responsibility per day for one semester each school year for the purpose of performing non-credit producing responsibilities. Assignments to non-credit producing responsibilities shall generally include non-credit producing laboratory supervision, corridor supervision, including check of washrooms, cafeteria supervision, and study hall supervision. The following guidelines shall apply to the assignment of these additional thirty (30) minutes.
  - 1. (Deleted effective 2009-2010)
  - 2. All members of the bargaining unit will be assigned on a rotating basis until all bargaining unit members (excluding nurses) have fulfilled this obligation. First semester assignments shall be made by July 15, second semester notice by December 1<sup>st</sup>. Semester assignments will change on the 89<sup>th</sup> pupil attendance day on the official school calendar as initially adopted by the Board. No adjustment shall be required for changes to the official school calendar which occur after its initial adoption by the Board.
  - 3. The time will not be used for regular, credit-producing classes, but attendance taking functions will be part of supervision when required. Assignments will not require any preparation or grading responsibilities.
  - 4. Assignments shall not be implemented so as to reduce certificated instructional and support staff in the bargaining unit.

5. Assignments shall not be implemented so as to increase the bargaining unit members' workday.
6. Every reasonable attempt shall be made to have actual assignments shifted so that unit members receive a variety of supervision categories.
7. Teachers whose assignment requires that the teacher drive between schools will be reimbursed for their mileage. They will also be released from the 30-minute supervision assignment.
8. Principals may release counselors and IMC personnel from the 30-minute supervision at their discretion.
9. In addition to the one semester of supervision assigned to all teachers, work-study program coordinators who teach 3 classes will be assigned to do a second supervision (30 minutes for one semester). If additional supervision is needed in the building, the principal may at his/her discretion give these coordinators a third supervision assignment (30 minutes for one semester).
10. Teachers who are teaching in three or more departments will be released from any 30-minute supervision requirement.
11. Supervision assignments during lunch periods (periods during which food service is regularly available) will be assigned first to teachers who have two unassigned periods that are both during lunch periods.
12. Teachers may volunteer to do additional supervision within the school day for no more than 30 extra minutes per day. Volunteers for such assignments beyond the 30 minute assignment required by this section shall be paid at the prevailing rate for internal substitutions specified in section 26.4.A. (This includes volunteers for supervision of Freshman Mentor Advisory Program periods if done in addition to the required 30 minute supervision.)

E. Overload assignments

1. A tenured teacher may volunteer to accept an overload assignment of no more than one class period (maximum 55 minutes) per day.
2. Before seeking volunteers for overload assignments, the district will make a reasonable effort to hire regular full and/or part-time teachers to teach all scheduled classes within the normal limits of the teacher day. The reasonable effort should include scheduling classes to minimize "hanging sections", posting full and part time positions, and interviewing applicants for such positions.
3. Teachers for overload assignments will be selected from a list of volunteers. The list will be prepared annually based upon letters of interest submitted to the District by March 1<sup>st</sup> each year for the following school year. A copy of

the list will be sent to the Association President. For the 2009-2010 school year only, the deadline is extended to August 1, 2009.

4. A teacher accepting a one-half period overload (a 5.5 assignment) will be compensated at 10% of lane 4, step 9 of the salary schedule.
5. A teacher accepting a full period overload (6<sup>th</sup> class) and having three or fewer preparations will be compensated at 20% of lane 4, step 9 of the salary schedule. A teacher accepting a full period overload and having more than three preparations will be compensated at 20% of lane 4, step 17 of the salary schedule.
6. Any teacher with an overload assignment will be exempt from the one period of uncompensated substitution required according to Section 15.9 of this agreement.
7. Independent study courses may only be assigned to a teacher on a voluntary basis with input from the affected faculty member.

#### F. Part Time Teachers

Status for part time teachers shall be determined by the number of periods taught (2 classes = 40% employee, 3 classes = 60% employee, etc.) In the case of a 40% or 60% employee, every attempt will be made to schedule those classes in consecutive periods, but under no circumstances should any part time position include more than one hour of preparation time between classes.

In the case of part time, certified, non-teaching positions the percent employment will be based on the amount of student contact time with no more than one hour of preparation time incorporated into their schedule. (i.e. A four hour day with only three hours of student contact time expected will be considered a 60% employee. A four hour day with four hours of student contact time expected will be considered an 80% employee)

Part-time teachers are exempt from all meetings including S.I.P., faculty, institute, and department activities and meetings.

### **18.7 Newly Employed Teachers Assignments**

Newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels wherever departmentally feasible. They shall not, without justification, be assigned to low ability grouped classes.

Starting in the 2006-07 school year and in future school years, a non-tenured employee agrees to attend up to fifteen (15) hours of staff development during each of the non-tenure years of employment, and will be compensated according to the hourly rate stated in Article 26.4 B.6. All staff development will be held before school, after school, or during the summer between August 1st and the opening of school. The District will seek input from non-tenured teachers about needs for staff development.

## 18.8 Emergency Duties

Emergency duties shall not be perpetuated beyond one (1) week without agreement with the Faculty Association.

## 18.9 Reduction in Force/Seniority Definition

- A. Before the Board makes any reduction in certificated personnel, it shall inform the Association with the reasons for such reduction and shall provide the Association time to discuss and suggest alternatives to the reduction to the Board.
- B. Before a reduction in certificated personnel efforts shall be made to reduce non-instructional oriented expenditures.
- C. Eliminated in 2012-13.
- D. If a reduction of certificated personnel occurs, it will be in accordance with section 24-12 of the Illinois School Code. Reduction of certificated staff within groups 3 and 4 will occur in the order of district seniority starting with least senior teacher qualified to hold a position within the teaching category in which the reduction is required.
- E. Seniority Definition
  - 1. Total full-time District 228 current continued service and \*accepted out-of-district experience; (\*see 2 & 4-d & e)
  - 2. Seniority for teachers hired new to the district after September 1, 1977 will include only in-district experience;
  - 3. Unpaid leaves (except military) of absence of such duration that disallowed vertical step advancement on the salary schedule shall not be counted in the determination of seniority;
  - 4. The seniority rank will be the same as a person's vertical step on the salary schedule except in the following circumstances: seniority rank will be greater than salary step if a person: (a) is frozen on step twelve (12) of the B.S. and B.S.+15 salary lane (seniority rank will include years beyond twelve); (b) is frozen on step seventeen (17) of the M.S., M.S.+15, M.S.+30 salary lanes (seniority rank will include years beyond seventeen); (c) is frozen on step eighteen (18) of the M.S.+45, M.S.+60 salary lanes (seniority rank will include years beyond eighteen). Seniority rank will be less than salary step if a person: (d) was hired after September 1, 1977 with accepted out-of-district experience (seniority rank will include only those years in District 228); (e) was hired prior to September 1, 1977 with six (6) or seven (7) years of accepted out-of-district experience (seniority rank will include a maximum of five (5) years of accepted out-of-district experience); Teachers employed in 2011-12 and frozen on the same salary step for 2012-13 will get credit in seniority rank for the year.

5. The school year is the smallest unit of measurement used in seniority ranking;
  6. Should the seniority ranking of two or more with the same position qualifications occur, reduction shall proceed from the date of most recent employment. The date of employment is the date of the most recent Board action on employment on a standard contract. Should the date of employment be the same, seniority shall be determined on the basis of total earnings in the district during the last calendar year.
- F. Employment decisions and class assignments will consider a person's bona fide occupational qualification which is essential for carrying out the total job responsibilities in District 228 physical education classes.
  - G. Approved leaves of absence do not exempt teachers from the "R.I.F." process.
  - H. Involuntary transfers between schools due to the "R.I.F." process shall proceed from the lowest to highest seniority qualified to hold the position in which the transfer is required, and such changes shall be accomplished in a manner that will change the fewest possible teachers and cause the least possible disruption to the instructional program.
  - I. LEGAL QUALIFICATIONS or LEGALLY QUALIFIED shall be defined as all statutory, regulatory and local qualifications for teaching a particular subject or grade including, but not limited to, the certification requirements of Article 27 of the School Code and the academic experience requirements of State Board of Education in Document No. 1 (or its successor or supplementary requirements) in effect at the time. All future changes in the legal qualifications will be passed on to district staff as soon as possible after the Administration has been officially notified of changes.
  - J. The President of the Association or designee will be given four copies of the district seniority list no later than February 1 of the new school term. The district seniority list shall contain the following: names of all teachers in the district, the teacher number, the date of employment to District 228, school assignment, type of certificate or certificates, Document #1 codes for teaching areas and subjects and a list of subjects that a teacher is qualified to teach. Any change in certification status and seniority will be automatically forwarded to the President of the Association or designee in the month of the change.

The Bremen District 228 Joint Faculty Association, the Illinois Education Association and the National Education Association agree through the undersigned representatives to defend, indemnify and hold Bremen Community High School District 228, the Board of Education thereof, the members of the Board of Education as individuals, and the employees of the School District free and harmless of any and all liability, costs and expenses (including attorney's fees and costs) related in any way to threatened or actual court proceedings, lawsuits and damages arising directly or indirectly, wholly or in part, from the release of information regarding District 228 teachers' professional qualifications, employment date, seniority rank and total salary earnings. Any and all suits and

related actions resulting directly or indirectly from the release of the above information (form or substance) will not be subject to the grievance procedure (Article 10) of the Collective Bargaining Agreement.

- K. If a vacancy occurs within one calendar year from the beginning of the school term following its reduction-in-force, the Board will tender such vacant position to the tenured teacher in groups three or four with the greatest seniority who is qualified to hold such position. Vacant positions include full-time teaching positions, but do not include substitute positions. A teacher so recalled retains his/her tenure status and all accumulated seniority; however, the period such tenured teacher did not teach shall not be counted toward seniority. If a teacher rejects an offer of a full-time vacant position, the teacher shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.
- L. To be eligible for recall, the honorably dismissed tenured teacher must provide the Board of Education, in writing, prior to the last day of the school term of dismissal, with the address where such teacher may be reached. The teacher must notify the Board of Education, in writing, within ten (10) calendar days after receipt of the offer, of the acceptance of a vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment.

#### **18.10 Teacher Preparation**

Wherever departmentally feasible, all efforts will be made to limit an individual teacher's preparations to three (3) per day per semester, unless the affected teacher is consulted and this is waived in writing through the Department Supervisor to the principal. All teachers involved in team teaching situations shall be provided with a common planning period when feasible. The district will develop a "connection period" which will occur each Wednesday with the exception of School Improvement Days. Connection periods will begin the first Wednesday in September. The connection period will be eliminated commencing with the 2016-17 school year and thereafter.

#### **18.11 Addendum Position Assignments**

Addendum positions shall be filled first by qualified, experienced regularly appointed teachers in the school district.

All vacant positions need to be posted electronically via email to the JFA annually.

All positions filled by any non-member of the bargaining unit will be re-posted via email to the JFA, before the end of the preceding school year.

#### **18.12 Alternative Evening High School**

##### **A. Criteria for Student Selection.**

Students admitted to the Alternative Evening High School shall qualify for admission in one of the following categories:

1. Students who have dropped out of day school for at least one semester (defined as not having earned credits the semester immediately previous).
2. Student is a third (8 or less credits) or fourth year day school student, but will be otherwise unable to graduate with the class due to insufficient credits.

B. Selection of Teachers.

1. Teachers for each class of Alternative Evening High School shall be selected from applicants who have filed applications with the Director of the Evening High School.
2. District members of the bargaining unit shall be afforded first priority in the selection of Evening High School staff.
3. Teachers must meet all state qualifications as defined in I.S.B.E. Document # 1, for all courses taught.
4. In filling Evening High School teaching positions, the Director shall give primary consideration to teacher experience accumulated in teaching the course in question during prior Evening High School sessions, and to teachers who formulated a program for Evening High School. The Director shall then give consideration to teacher competence, major and minor fields of study, length of service in the school district, and experience accumulated in teaching the course in question in day school.

C. Compensation.

Teachers and support personnel will be compensated according to a schedule listed in "other rates of pay" section of this document.

- D. The following provisions of the Collective Bargaining Agreement shall apply to the Alternative Evening High School Program:

Article 2 Savings Clause; Article 3 Board Rights; Article 4 Definition of the Bargaining Unit-Sections 4.1 and 4.2; Article 7 Teacher Rights; Article 10 Grievance Procedures (restricted to those sections of the Collective Bargaining Agreement listed in this paragraph); Article 12 Teaching Conditions-Sections 12.1 to 12.5 and 12.13, 12.14, and 12.15; Article 15 Association Rights; Article 16 Teacher Files; Article 17 Academic Freedom; Article 20 Citizenship; Article 21 Special Pupil Problems; Article 22 Pupil Discipline; Article 23 Maintenance of Standards (restricted to teaching hours in Section 23.1 of Article 23 and all of Section 23.2 of Article 23) and Article 26.

**18.13 Special Educators Workload**

The District and the JFA agree to develop a committee that would meet as often as necessary to assess the needs and concerns related to the delivery of services to students with special needs. The committee will be composed of six (6) members appointed by the Superintendent and six (6) members appointed by the Association

President. Recommendations from the committee will be presented to the JFA House of Representatives and the Board of Education for approval prior to implementation.

#### **18.14 Class size**

The district established section divisors and enrollment windows for each course for 2009-10 sectioning. Using these numbers, and considering the maximum of each enrollment window as a limit:

- A. The Board agrees to make a reasonable effort to keep class sizes within these limits.
- B. The Board agrees to make a reasonable effort to ensure that the number of students assigned to lab classes does not exceed the lab capacity. For this section, lab classes include those in Science, Family and Consumer Science, Industrial Tech, Computers and Keyboarding, and Art.
- C. Self-contained special education classes shall not exceed state mandated limits.

### **ARTICLE 19 - VACANCIES, TRANSFERS AND PROMOTIONS**

#### **19.1 Vacancy Notices**

The Superintendent or his/her designee shall have posted in all buildings in a single designated location and shall e-mail all certified staff a notice of all certified and addenda vacancies as soon as they are known. Temporary appointments shall not extend beyond the school year in which they are made. By May 15 of each school year, the Superintendent or his/her designee will be informed in writing by teachers who have an interest in possible change of assignment and will notify those teachers as vacancies occur.

#### **19.2 Qualifications**

Faculty positions shall be filled with the most qualified person attainable as determined by the Administration. Other qualifications being equal, preference shall be given to district employees and (other qualifications still being equal) to tenure in the district.

#### **19.3 Voluntary Transfer**

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building where a vacancy exists in a position which he/she is qualified. Such application shall be in writing to the Superintendent or his/her designee no later than May 15 of each year; however, teachers may apply for vacancies which occur after May 15. The teacher shall make known to the administration his/her interests, aspirations, and competency in the request for transfer. The Superintendent or his/her designee will have responsibility for decisions relating to transfers and vacancies, and his/her decision shall be final.

Voluntary transfers, including voluntary assignment to a traveling position, will be approved by the Board. The teacher will be given written notice of Board action on any request for voluntary transfer.

#### **19.4 Involuntary Transfer**

- A. Involuntary transfers of tenure teachers between schools, due to the "R.I.F." process, shall proceed from lowest to highest seniority legally qualified to hold the position in which the transfer is required. Such changes shall be accomplished in a manner that will change the fewest possible teachers and cause the least possible disruption to the instructional program. Reasons for such involuntary transfers shall be set forth in writing to the teacher. Any teacher involuntarily transferred, upon annual request, shall receive consideration in any requested transfer into vacancies for which they are fully qualified. A list of all teachers involuntarily transferred or assigned to a traveling position will be sent to the President of the Association.
- B. Involuntary transfers of tenure teachers between schools that are not related to the "R.I.F." process shall be made only to prevent undue disruption of the instructional program. Reasons for such involuntary transfers shall be set forth in writing to the teacher, and if requested by the teacher, to the Association.
- C. Involuntary changes in teaching assignments resulting in reassignment to another department within a building shall be made in such a way as to prevent undue disruption of the instructional program and cause the fewest possible changes in teacher assignments.

#### **19.5 Discussion of Vacancies**

The Board declares its interest in pursuing discussion regarding the filling of vacancies, including promotional positions, from its present staff providing qualifications are equal as determined by the Administration.

#### **19.6 Promotion**

Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature or both.

### **ARTICLE 20 - CITIZENSHIP**

All teachers shall be guaranteed the right to be active politically as long as such activities are not conducted on school premises during working hours and as long as the teacher does not involve the school or its students in such activities.

Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment.

## **ARTICLE 21 - SPECIAL PUPIL PROBLEMS**

(Article 21 deleted effective 2009-10)

## **ARTICLE 22 - PUPIL DISCIPLINE**

### **22.1 Support and Assistance**

Although the Board recognizes that the teacher has the responsibility for the maintenance of discipline within his classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

- A. A teacher may temporarily remove and refer a pupil from a class period when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation, and the continued presence of the pupil in the classroom, is intolerable.
- B. When a pupil is so removed and referred by a teacher, the student shall be sent from the classroom to the office of student discipline and the problem shall be referred for solution to the building principal or his/her designee. Such referral shall be in writing or electronically.
- C. The building principal or his/her designee shall take appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified in writing of the conditions under which re-admittance is granted.
- D. If the disobedience or misconduct continues or the conditions for re-admittance are not met by the pupil, said pupil shall be excluded from that teacher's class by the appropriate administrator upon review of a written request by the teacher. Class reassignment shall be accomplished by the department supervisor with the approval by the building principal.

### **22.2 Procedures for Suspension**

Procedures for suspension of pupils from school shall be distributed to teachers each year.

### **22.3 Corporal Punishment**

The Board's policy governing the use of corporal punishment shall be in accordance with the School Code. A written statement by the Board governing use of corporal punishment of pupils shall be distributed to all teachers no later than the first week of each school term.

## **ARTICLE 23 - MAINTENANCE OF STANDARDS**

### **23.1 Definition**

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at no less than the highest minimum standards in effect in the district during the year the contract is in effect, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

### **23.2 Teacher Responsibilities**

The duties or responsibilities of any position in the negotiating unit shall not be substantially altered or increased without prior negotiation with the Association.

### **23.3 Amendment Procedure**

In order to provide for some individuality for each of the four high schools of District 228, an addition to Article 23 is proposed. The Administration, upon recommendation of the Professional Council of each school, may propose changes in existing procedures as covered by this Article. Any of the four schools could implement a proposal independently. The acceptance and succeeding implementation of proposed changes would be ratified by a secret ballot vote of the said school's faculty in which 3/4ths (75%) of the members of the bargaining unit voted to accept the proposed change. The votes would be counted by one (1) administrative representative and two (2) members of the bargaining unit selected by the said school's House of Representatives members.

## **ARTICLE 24 - PROFESSIONAL COUNCIL**

### **24.1 Responsibility**

To serve as a vehicle for communication, collaboration, and problem-solving among teachers and administrators at the building and district levels. The duty of the council at both levels is to communicate concerns and issues that arise at either the building or district level. The councils may consider and discuss any issues or concerns that could impact the quality of education provided to our students or the working conditions of teachers.

### **24.2 Building Councils**

- A. The building councils shall be composed of three (3) teachers who are Association representatives, the Principal or his/her designee, and one additional administrator appointed by the Principal. Alternates may attend in place of the regular members if necessary.
- B. The building councils shall meet on the second Thursday of each month, or more often if needed.

- C. Minutes will be recorded for each meeting and distributed to council members. Council members may distribute minutes to other teachers or administrators at their discretion.
- D. Any recommendations or unresolved concerns of the building councils will be reported to the District council.
- E. The teachers on the council will select one representative to serve on the district council.

**24.3 District Council**

- A. The district council shall be composed of one representative from each Building Council and the Superintendent. Alternates may attend in place of the regular members if necessary.
- B. The district council shall meet on the fourth Thursday in September, November, January, March, and May or more often if the need arises.
- C. The superintendent's secretary will be responsible for recording the minutes of each meeting and distributing copies to each member of the district council.

**ARTICLE 25 - DURATION**

**25.1 Length**

This Agreement shall be effective on August 1, 2015 and shall continue in full force and effect until July 31, 2019. On or before December 1, 2018, either party may notify the other of its intent to modify, change, or amend this Agreement. This Agreement shall remain in full force and effect in the event that negotiations continue past August 1, 2019.

**25.2 Notification**

In the event of such notice to modify, change, amend, or terminate this Agreement, negotiations shall begin not later than March 1, 2019, or such further date as the parties may jointly agree.

**25.3 Effect of Agreement During Negotiations**

This Agreement shall remain in full force and effect during the period of negotiations.

#### **25.4 Base Salary**

The 2015-16 faculty base salary will be \$46,696. *Refer to Appendix B.*  
The 2016-17 faculty base salary will be \$46,696. *Refer to Appendix B.*  
The 2017-18 faculty base salary will be \$46,696. *Refer to Appendix B.*  
The 2018-19 faculty base salary will be \$47,630. *Refer to Appendix B.*

**If hired after January 1, 2016, refer to Appendix B for base salary.**

The 2015-16 faculty base salary will be \$49,000. *Refer to Appendix B.*  
The 2016-17 faculty base salary will be \$49,000. *Refer to Appendix B.*  
The 2017-18 faculty base salary will be \$49,000. *Refer to Appendix B.*  
The 2018-19 faculty base salary will be \$49,000. *Refer to Appendix B.*

### **ARTICLE 26 - SALARY, FRINGE BENEFITS**

#### **26.1 Terms**

The terms of this Agreement are subject to provisions set by the Federal Government.

#### **26.2 Schedule Placement**

Placement or advancement on the salary schedule shall be made on the basis of documentation of credits with a "C" or better grade or degree, and shall be effective on the first day of the first semester or the first day of the second semester. Nurses with B.A. or B.S. will be placed on Lane 1.

#### **26.3 Placement on Advanced Lanes**

In order to be applicable for salary lane credit, coursework must be earned subsequent to the Bachelor's degree. Prior to registration, coursework must receive approval from the Superintendent or designee. Approval will be determined within fifteen (15) business days of receipt at the Administration Center. If no action is taken within said fifteen (15) business days, the coursework will be deemed approved.

Coursework must be at the graduate level, except for vocational education. Coursework must be in a teaching content area, related to an area of student services specialization, leading to special/additional certification, or taken as part of a program to receive a graduate degree. Required courses for initial teaching certification or removal of provisional deficiencies will not be accepted toward lane changes. Coursework must be in the teaching field, in education, and/or such other fields that contribute to better teaching.

The following limitations on acceptable courses and programs apply:

- 1) Distance and independent learning classes and programs:
  - a) No more than six (6) hours of correspondence course credits will be accepted per teacher for the length of his/her employment in the District.
  - b) No more than thirty-six (36) total hours of internet course credits will be accepted per teacher for the length of his/her employment in the District. This limitation will not be used to deny approval for an internet degree program to a teacher who has up to six (6) hours of internet course credit approved before August 1, 2009,
  - c) Effective August 1, 2006, unless already approved, CD-ROM and tele-course credits may not be taken for salary lane credit without special approval from the Board on a non-precedential case-by-case basis, and are limited to six semester hours per teacher for the length of his/her employment in the District.
- 2) Traditional attendance classes and programs: Effective August 1, 2009, unless already approved, no more than one cohort program may be used for salary lane credit.

All credits must be earned at a fully accredited institution of higher education as listed by the American Council on Education and Postsecondary Accreditation, Washington, D.C., after September 1, 1977. Teachers can advance no more than one step and one lane on the salary schedule in any one school year, and no more than three (3) lanes in any four (4) school years. Credits earned outside the United States are subject to prior approval of the Superintendent. Any teacher newly employed in the District after September 1, 1977 will require a Master's Degree and one of the following combinations to be placed on Lane #7, with the program pre-approved by the Superintendent:

- A total of sixty (60) hours which must include a Doctor's Degree or a second Master's Degree.
- A total of forty-five (45) hours and NBCT (National Board Certification of Teachers)

Any teacher in a C.A.S. program that was approved before the effective date of this agreement may complete the program and satisfy the requirement for Lane #7.

## 26.4 Other Rates of Pay

Other rates of pay and addendum positions shall first be offered to all teachers regularly employed during the regular school term by the District. If teachers regularly employed by the District during the regular school term do not apply for all such positions, then the remaining positions may be filled from the outside, such persons to be paid at a rate of pay not to exceed the sum set forth herein.

### A. Substitutions (within the staff)

\$0.45 per minute.

This rate also applies to voluntary additional supervisions under 18.6.D.12.

### B. Summer

1. Full credit classroom courses and Title I Program teaching (4 1/2 hours per day): \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
2. Guidance: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
3. Library Ext.: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
4. Driver Ed. (Summer and after the school day): \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
5. Pool Director: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
6. Other Summer Duties: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
7. School Psychologist summer duties: 60 hours at \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.

### C. Other paid duties

1. Evening High School: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
2. Public Functions: \$21 per hour in 2015-16, 2016-17, 2017-18, and 2018-19.  
  
(Bargaining unit members will have the first option to accept work covering public functions according to administrative procedures and timelines in each building.)
3. Approved mileage reimbursement shall be the rate in effect by the I.R.S.
4. Judges for Forensic, Drama, Readers' Theater, and Mathletes Competition shall be paid eighty dollars (\$80.00) per judge per day as approved by the administration.

5. Delta Academy: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
6. Freshman Mentor Advisory Program curriculum/program coordinators, developers, and trainers. (Includes all work on the program except supervision of freshman student groups during Freshman Advisory periods. Examples include organizational responsibilities such as planning and scheduling, selection and training of mentors and supervisors, providing assistance to the student mentors in preparation/presentation/evaluation of lessons, and all work on program curriculum.) \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.
7. Standardized Test Coach (4 from each school) 25 hour maximum per school year: \$34 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.

D. Addenda Schedule - see schedules on the next page.

E. Addendum Pay Code

Pay for addenda will be paid in lump sums as per the following schedule:

<u>Code</u>	<u>Amount</u>	<u>1st check in</u>
A	100%	November
B	100%	January
C	100%	March
D	100%	June
E	50%	January
	50%	June

F. Activity Classifications - *Refer to Appendix A.*

D. ADDENDA SCHEDULE 2015 - 2016								
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII	Group VIII
1	\$5,702	\$5,307	\$4,535	\$4,155	\$3,389	\$3,003	\$2,630	\$2,244
2	\$6,199	\$5,761	\$4,920	\$4,498	\$3,646	\$3,231	\$2,808	\$2,406
3	\$6,409	\$5,956	\$5,084	\$4,653	\$3,776	\$3,342	\$2,904	\$2,463
4	\$6,620	\$6,159	\$5,242	\$4,803	\$3,880	\$3,432	\$2,983	\$2,531
5	\$6,837	\$6,351	\$5,421	\$4,944	\$4,008	\$3,530	\$3,068	\$2,595
6	\$7,057	\$6,564	\$5,587	\$5,099	\$4,116	\$3,634	\$3,150	\$2,659
7	\$7,274	\$6,752	\$5,740	\$5,241	\$4,242	\$3,739	\$3,234	\$2,735
8	\$7,489	\$6,959	\$5,921	\$5,396	\$4,347	\$3,820	\$3,323	\$2,796
9	\$7,694	\$7,157	\$6,077	\$5,541	\$4,465	\$3,944	\$3,400	\$2,866
10	\$7,925	\$7,360	\$6,253	\$5,699	\$4,587	\$4,044	\$3,488	\$2,932
L11	\$8,425	\$7,860	\$6,753	\$6,199	\$4,837	\$4,294	\$3,738	\$3,182
L12	\$8,925	\$8,360	\$7,253	\$6,699	\$5,087	\$4,544	\$3,988	\$3,432

D. ADDENDA SCHEDULE 2016 - 2017								
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII	Group VIII
1	\$5,702	\$5,307	\$4,535	\$4,155	\$3,389	\$3,003	\$2,630	\$2,244
2	\$6,199	\$5,761	\$4,920	\$4,498	\$3,646	\$3,231	\$2,808	\$2,406
3	\$6,409	\$5,956	\$5,084	\$4,653	\$3,776	\$3,342	\$2,904	\$2,463
4	\$6,620	\$6,159	\$5,242	\$4,803	\$3,880	\$3,432	\$2,983	\$2,531
5	\$6,837	\$6,351	\$5,421	\$4,944	\$4,008	\$3,530	\$3,068	\$2,595
6	\$7,057	\$6,564	\$5,587	\$5,099	\$4,116	\$3,634	\$3,150	\$2,659
7	\$7,274	\$6,752	\$5,740	\$5,241	\$4,242	\$3,739	\$3,234	\$2,735
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10	\$7,925	\$7,360	\$6,253	\$5,699	\$4,587	\$4,044	\$3,488	\$2,932
L11	\$8,425	\$7,860	\$6,753	\$6,199	\$4,837	\$4,294	\$3,738	\$3,182
L12	\$8,925	\$8,360	\$7,253	\$6,699	\$5,087	\$4,544	\$3,988	\$3,432

starting in the 1996-97 school year, bargaining unit members on the tenth step of a particular group on the addenda schedule (26.4D) for an entire school year will be eligible for a longevity stipend for year eleven (11), and after remaining on longevity step eleven (11) for one year, he/she will be eligible for a longevity stipend for year twelve (12).

Bargaining unit members will forgo their step on the addenda schedule in the 2012-13 school year. They will, however, continue to get credit for another year of service. Starting in the 2013-14 school year, their step movement will be re-instated.

D. ADDENDA SCHEDULE 2017 - 2018								
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII	Group VIII
1	\$5,702	\$5,307	\$4,535	\$4,155	\$3,389	\$3,003	\$2,630	\$2,244
2	\$6,199	\$5,761	\$4,920	\$4,498	\$3,646	\$3,231	\$2,808	\$2,406
3	\$6,409	\$5,956	\$5,084	\$4,653	\$3,776	\$3,342	\$2,904	\$2,463
4	\$6,620	\$6,159	\$5,242	\$4,803	\$3,880	\$3,432	\$2,983	\$2,531
5	\$6,837	\$6,351	\$5,421	\$4,944	\$4,008	\$3,530	\$3,068	\$2,595
6	\$7,057	\$6,564	\$5,587	\$5,099	\$4,116	\$3,634	\$3,150	\$2,659
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L12	\$8,925	\$8,360	\$7,253	\$6,699	\$5,087	\$4,544	\$3,988	\$3,432

D. ADDENDA SCHEDULE 2018 - 2019								
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII	Group VIII
1	\$5,702	\$5,307	\$4,535	\$4,155	\$3,389	\$3,003	\$2,630	\$2,244
2	\$6,199	\$5,761	\$4,920	\$4,498	\$3,646	\$3,231	\$2,808	\$2,406
3	\$6,409	\$5,956	\$5,084	\$4,653	\$3,776	\$3,342	\$2,904	\$2,463
4	\$6,620	\$6,159	\$5,242	\$4,803	\$3,880	\$3,432	\$2,983	\$2,531
5	\$6,837	\$6,351	\$5,421	\$4,944	\$4,008	\$3,530	\$3,068	\$2,595
6	\$7,057	\$6,564	\$5,587	\$5,099	\$4,116	\$3,634	\$3,150	\$2,659
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9	\$7,694	\$7,157	\$6,077	\$5,541	\$4,465	\$3,944	\$3,400	\$2,866
10	\$7,925	\$7,360	\$6,253	\$5,699	\$4,587	\$4,044	\$3,488	\$2,932
L11	\$8,425	\$7,860	\$6,753	\$6,199	\$4,837	\$4,294	\$3,738	\$3,182
L12	\$8,925	\$8,360	\$7,253	\$6,699	\$5,087	\$4,544	\$3,988	\$3,432

Starting in the 1996-97 school year, bargaining unit members on the tenth step of a particular group on the addenda schedule (26.4D) for an entire school year will be eligible for a longevity stipend for year eleven (11), and after remaining on longevity step eleven (11) for one year, he/she will be eligible for a longevity stipend for year twelve (12).

Bargaining unit members will forgo their step on the addenda schedule in the 2012-13 school year. They will, however, continue to get credit for another year of service. Starting in the 2013-14 school year, their step movement will be re-instated.

- G. In moving to higher steps, experience as freshman and sophomore class sponsors will accumulate together. Also, experience as junior and senior class sponsors will accumulate together.
- H. Promotion from assistant coach to head coach within the District up to 6 years credit on experience. No experience for outside of District coaching. As a result of the promotional placement on the addenda schedule, the addenda for head coach will increase.
- I. Addenda Evaluation
- Each teacher performing an addenda assignment will have that performance evaluated annually by the principal and/or his/her designee in a manner separate from this section.
- J. Involuntary Change in Addenda
- Before an involuntary change in a current addenda assignment is made, this change shall be preceded by:
1. A conference with the teacher by the appropriate administrator prior to taking any action.
  2. A written explanation for the action to the teacher and upon the request of the teacher to the Association.
- K. If a teacher loses an addenda position as a result of a leave of absence, the teacher shall have the right of first refusal for the next vacancy that occurs in the same sport or activity in the same building. If there is more than one vacancy, the returning teacher shall have the option to return to any position at the same level or lower than the position held before the leave.
- L. If there is a reduction in the number of equivalent positions in a sport or activity, coaches/sponsors who are not members of the bargaining unit must be released first so that the retained positions are filled by members of the bargaining unit in accordance with section 18.11. Any reduction in staffing that affects members of the bargaining unit shall be done first according to seniority in that sport/activity, so that the person with the lowest seniority in that specific sport/activity is released. Should two people have the same seniority in that sport/activity, then the one with the lowest teacher seniority in the district (as defined in Section 18.9.E) shall be released.

## 26.5 Insurance

### A. Health Insurance

A program of Health Insurance, including Hospital, Surgical, Dental and Major Medical benefits is provided for the District employee with the following options. Cost to the employee will be the percentage of the boards renewal cost listed below for the 2015-16, 2016-17, 2017-18, and 2018-19 school years. It is agreed by the parties that the JFA President will receive a copy of the renewal book supplied to the district by the insurance company each year.

<b><u>BCBS PPO + Dental</u></b>	<b><u>2015-16</u></b>	<b><u>2016-17</u></b>	<b><u>2017-18</u></b>	<b><u>2018-19</u></b>
Employee only	18%	18%	19%	20%
Employee + 1 dependent	18%	18%	19%	20%
Employee + 2 or more dependents	18%	18%	19%	20%
<b><u>BCBS HMOI + Dental</u></b>				
Employee only	18%	18%	19%	20%
Employee + 1 dependent	18%	18%	19%	20%
Employee + 2 or more dependents	18%	18%	19%	20%
<b><u>BCBS HMO Blue Advantage + Dental</u></b>				
Employee only	18%	18%	19%	20%
Employee + 1 dependent	18%	18%	19%	20%
Employee + 2 or more dependents	18%	18%	19%	20%

The dental plan shall pay a maximum benefit for each calendar year of two thousand (\$2,000.00) dollars which amount applies separately to each insured family member. Dental Implants will also be included as a covered procedure.

The Board contribution to insurance for the District employee shall continue for a six (6) month period even though the District's employee's sick leave has terminated. All affected employees have the obligation to return to the District or shall owe the District the specific amount of premiums paid.

All premiums paid by employees for health insurance shall be tax-sheltered (paid in pre-tax dollars) commencing during the 2006-07 school year.

The Board and the Joint Faculty Association agree to establish and maintain a District Insurance Committee. The committee shall be composed of up to five (5) members representing the Board, and up to five (5) JFA members appointed by the Association president. A quorum of the committee is needed to make a recommendation and shall consist of at least two members from each team. The committee shall meet as often as necessary, but not less than twice annually unless otherwise agreed. The committee shall be provided at each meeting a summary of claims usage under the various plan options. The committee will review the summaries and evaluate trends that might impact future rates.

Whenever a change in carrier is considered, all pertinent information will be provided in a timely manner to the committee. The committee will then review the proposal(s) and provide their written recommendation(s) to the full Board.

The Insurance Committee will use its best efforts to avoid a Cadillac Tax under the *Affordable Care Act* by altering benefits and/or increasing deductibles. In the event that a Cadillac Tax is imposed, those JFA members whose insurance selection incurred the Cadillac Tax shall contribute the percentage of the increase to the Board's annual renewal cost in accordance with the applicable contribution rate for the year the Cadillac Tax is incurred.

Health and Dental Insurance benefits for those retiring in June will be extended for two months through August 31 at midnight. For all others (resigned, released, or mid-year retirements) their benefits will extend through the end of the month of his/her last day of work.

Any employee that elects coverage for a spouse or partner shall provide the district a certificate of marriage or civil union prior to that person being added to the insurance program.

Any employee that becomes divorced must notify the district within 30 days of finalization. The former spouse or partner will no longer be covered under the district's insurance program after that 30 day window. The employee shall be responsible for any premium or claim costs incurred by the former spouse or partner after the 30 day window.

B. Life Insurance

A \$40,000 term life insurance policy and a \$40,000 Accidental Death and Dismemberment policy is provided District employees at no cost to the employee.

**26.6 Conferences and Clinics (with prior approval of the Principal)**

Budgets will provide for teacher attendance at conferences, workshops, in-service training and institutes at \$500 per department, plus \$125 per department member. Budgets will provide for coaches attendance at coaching clinics at \$350 per head coach and \$200 per assistant. This budget may not be used for attending state tournaments. In addition, the principal of each building shall have a budget and authority to approve or disapprove requests for conferences and clinics not covered by this provision.

**26.7 Sheltered TRS**

The salary figure for each position on the salary schedule includes an amount equal to 9.4% of employee's salary of the total which is payable by the Board on the teacher's behalf to the Teachers' Retirement System of the State of Illinois. The individual teacher shall have no right or claim to this amount except as it becomes available upon retirement or resignation from the Teachers' Retirement System of the State of

Illinois. This amount shall be credited toward the individual teacher's retirement fund and not towards the Survivor's Annuity Fund.

The salary figure for each position on the salary schedule also includes an amount equal to .84% of the employee salary of the total which is payable by the Board to the Teachers' Health Insurance System of the State of Illinois. This figure (.84%), at this time, cannot be sheltered.

The Illinois Education Association agrees to indemnify the Board and hold it harmless for any liability incurred by virtue of compliance with this section, provided the Illinois Education Association is promptly served with notice of any proceeding in connection with assessment of such liability and that control of such proceedings is surrendered to the Illinois Education Association and to counsel of its choosing. However, it is recognized that the Board shall retain its prerogative to have counsel present to monitor all proceedings and all information, and/or documents will be made available to the District's counsel for review.

## **26.8 Retirement Program**

- A. (same as 9.1.D) A teacher who retires from active service in District 228 and qualifies for benefits from the Illinois Teachers' Retirement System shall receive compensation for all remaining unused sick leave at the rate of fifty dollars (\$50.00) per day, up to two hundred (200) days, for each day except those days (not to exceed 340) certified to the Illinois Teachers' Retirement System ("T.R.S.") by the District which are used by T.R.S. for service credits for retirement benefit.
- B. Certified full-time teachers under contract to District 228 may elect to participate in a retirement plan (described in sections 1-3 below). Participants must be eligible according to the Illinois Downstate Teachers Retirement System and may not be a participant in any other retirement program offered by the District. A teacher may enter the program up to four (4) years before retirement, and must notify the Superintendent in writing of his/her intention to retire and participate in the program by July 1<sup>st</sup> immediately preceding the first school year in which any benefits will be paid. All letters of application for retirement benefits are subject to approval by the Board of Education. The Board of Education may limit the number of participants in this program to fifteen (15). In the event more than fifteen (15) eligible teachers apply, the participants will be selected according to seniority (18.9E). Any teacher who applies for retirement benefits and is excluded because of this limit will have first priority for the following year.
  - 1. Retiring teachers with at least 20 years service in the district by June 30 of the retirement year shall receive a one-time benefit of \$6000.
  - 2. For retiring teachers who will incur a penalty due to age or years of TRS service (those who are neither 60 years old nor have service credit of 35 years):
    - a. The district will report all accumulated, unused sick leave days to the Teachers' Retirement System by June 30<sup>th</sup> to maximize service credit.

- b. The Board shall pay \$50 per day for any remaining accumulated sick leave days, not to exceed 270, and shall pay \$60 per day for any remaining accumulated sick days beyond 270.
- c. The Board of Education shall pay the following one-time benefit based on the number of years of service in the district:

One through five (1-5) years service:	\$3000
Six through ten (6-10) years service:	\$6000
Eleven or more years service:	\$6000 plus \$500 per year for years eleven through nineteen (11-19) up to a maximum of \$10,500.

- 3. For retiring teachers with at least 20 years service in the district by June 30 of the retirement year who will not incur a penalty due to age or years of TRS service (those who are either 60 years old or have service credit of 35 years):

- a. The district will report all accumulated, unused sick leave days to the Teachers' Retirement System by June 30<sup>th</sup> to maximize service credit.
- b. The Board shall pay \$50 per day for any remaining accumulated sick leave days, not to exceed 270, and shall pay \$60 per day for any remaining accumulated sick days beyond 270.
- c. The Board shall pay a one-time benefit of \$20,000.

- 4. For retiring teachers with less than 20 years service in the district by June 30 of the retirement year who will not incur a penalty the Board shall pay the following one-time benefit based on the number of years of service in the district:

One through five (1-5) years service:	\$3000
Six through ten (6-10) years service:	\$6000
Eleven through nineteen (11-19) years service:	\$6000 plus \$500 per year for years eleven through nineteen (11-19)

- C. If a teacher gives the Board an irrevocable notice of retirement by July 1<sup>st</sup> immediately preceding any year in his/her last four (4) years prior to retirement (for example, 7/1/2008 for retirement 6/30/2012), the Board shall pay him/her a retirement incentive in the form of a salary enhancement for each of his/her remaining years of service. For teachers who submit their notice of retirement by July 1, 2013, this retirement incentive shall be equal to six percent (6%) of the teacher's prior year's T.R.S. creditable compensation, inclusive of all other increases in T.R.S. creditable compensation. For teachers who submit their

notice of retirement after July 1, 2013, this retirement incentive shall be equal to four percent (4%) of the prior year's T.R.S. creditable compensation, inclusive of all other increases in T.R.S.

Once a teacher submits an irrevocable notice of retirement by July 1<sup>st</sup>, that teacher shall be removed from the salary schedules contained in Appendix B of this Agreement. All calculations for increased T.R.S. creditable earnings will be based on the T.R.S. creditable earnings in the year prior to the submission of the irrevocable notice of retirement.

Once the teacher submits an irrevocable notice of retirement, in no case will the teacher's T.R.S. creditable earnings increase exceed six percent (6%) of the previous year. The only exceptions to this limitation are those expressly exempted from penalties by T.R.S., and agreed upon by the Association and the District.

Teachers in the retirement program should monitor biweekly gross salary; any variation in gross salary should be reported to the District. The District will perform an evaluation of salary paid to all teachers in the retirement program by May 31<sup>st</sup> of each year. If, based on that evaluation, any teacher in the retirement program is projected to exceed the 6% cap and cause the district to incur a required contribution (penalty) to T.R.S., an adjustment to correct the error will be made in June to bring the teacher's salary for the year back to the 6% level.

#### 1. Other Conditions

In recognition that circumstances may change after a teacher has submitted an irrevocable notice of retirement, the following conditions are set forth:

- a. In emergency situations a teacher may submit to the Board a written request to withdraw the irrevocable notice of retirement. Acceptance of the request is at the sole discretion of the Board. If the request is granted the teacher will continue to receive the salary enhancement for the same number of years anticipated by the original notice, if any years remain. After expiration of the number of years anticipated by the original notice, the teacher shall be returned to the salary schedule. In no case shall the teacher's increase in annual creditable earnings exceed six percent (6%) after return to the salary schedule. A teacher shall be eligible for salary enhancement only once.
- b. All duties performed in the base year (the school year prior to the year the employee receives his/her first 6% increase or first 4% increase beginning in year 2013-14) will be performed in the final years of employment (e.g. coaching, activities, and other duties that were counted in the T.R.S. creditable earnings used to calculate the basis for the 6% increase or 4% increase beginning in 2013-14). Accordingly, the following apply:

(1) During the year(s) in which the retiring teacher is receiving the salary enhancement the Board will not require or compel the teacher

to perform any additional duties which would otherwise increase the teacher's compensable earnings.

(2) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is voluntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will be adjusted to reflect the reduction in the level of services being provided.

(3) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is involuntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will not be adjusted to reflect the reduction in the level of services being provided.

## 2. Other Considerations

The parties further agree that in the event of any changes in the current T.R.S. regulations exempting any compensation now considered as part of the 6% increase beyond which the Board would have to pay a T.R.S. penalty, the retirement incentive will be revised so as to maximize the retirement incentive reflective of and separate from the exempted compensation(s).

- D. All benefits paid pursuant to paragraphs A and B shall be a severance payment made subsequent to receipt of the employee's final paycheck for regular earnings or final day of T.R.S. creditable service, whichever date is later. The employee shall have no actual or constructive right to the receipt of this payment until such time.

Should the State legislate any modifications in the retirement law applicable to teachers during the life of this agreement, the parties shall meet immediately to negotiate appropriate changes to the provisions of this Retirement Program.

The Board of Education may negotiate other retirement incentives with bargaining unit individuals at the option of the Board, with the Association held harmless when such decisions are made, provided that the Association is present. Board options shall include, but not be limited to, salary buy-outs. In addition, salary bonuses to encourage teachers to delay retirements can be initiated by the Board. All options shall be acceptable to the individual teacher.

All such contractual arrangements covering the above retirement program provisions shall be signed and completed in full on forms governing the provisions of this District program as elaborated herein.

Any JFA member who was approved for retirement prior to the ratification of the 2015-2019 contract will be eligible for all retirement benefits, including group health insurance, as outlined in the 2012-15 Procedural Agreement.

The Association and each teacher shall hold the Board harmless from and will indemnify the Board for any and all Federal and State income taxes that might be levied against the Board because of the Board's participation in this program, for any compliance with future changes in the Illinois Teachers' Retirement System, Early Retirement Program, Illinois School Code and Illinois Pension Code affecting this special program, and any suits and/or claims against the District as a result of this special program.

## **ARTICLE 27 - EFFECT OF AGREEMENT**

### **27.1 Terms and Conditions**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

### **27.2 Board Policy**

This Agreement and any subsequent changes shall be incorporated into the Board policies of School District 228, Cook County, Midlothian, Illinois, and shall be a part of the said policies during the duration of this Agreement.

### **27.3 Individual Contracts**

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

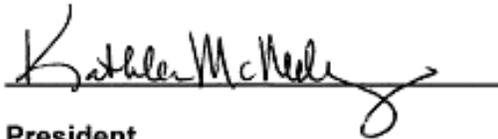
### **27.4 Copies of Agreements**

Within thirty (30) days of ratification of the collective bargaining agreement, the Board shall have sufficient copies prepared and delivered to each teacher in the District. The expense of the materials is to be shared equally by the parties.

27.5 **Execution And Adoption**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted this 24th day of November, 2015 as evidenced by the signatures of their respective officers affixed below.

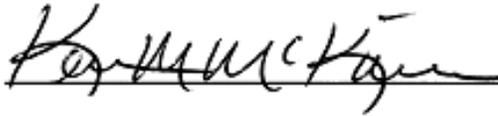
**BREMEN DISTRICT 228  
JOINT FACULTY ASSOCIATION**



**President**

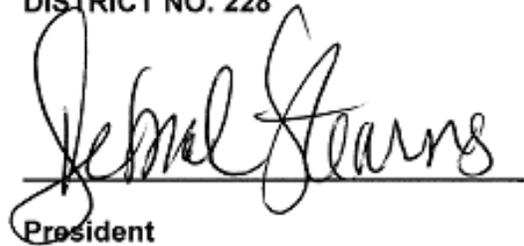


**Secretary**



**Chief Negotiator**

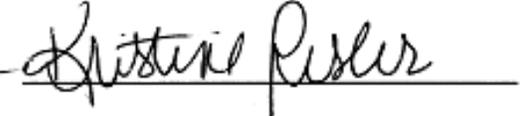
**BOARD OF EDUCATION,  
BREMEN COMMUNITY HIGH SCHOOL  
DISTRICT NO. 228**



**President**



**Secretary**



**Board Member**

## APPENDIX A - Activity Classifications

<u>Group</u>	<u>Pay Code</u>	<u>Activity</u>
I	E	Athletic Director - Assistant for Girls
I	E	Band Director
I	D	Head Baseball
I	C	Head Basketball, Boys
I	C	Head Basketball, Girls
I	A	Head Football
I	D	Head Volleyball, Boys
I	A	Head Volleyball, Girls
I	D	Head Softball
I	C	Head Wrestling
I	E	Head Yearbook Sponsor
II	D	Head Badminton
II	E	Head Play Director (50% fall play, 50% spring play)
II	E	Head Speech Coach
II	A	Head Swim, Girls
II	C	Head Swim, Boys
II	D	Head Track, Boys
II	D	Head Track, Girls
II	E	Lighting and Staging (50% fall play, 50% spring play)
III	D	Assistant Baseball
III	C	Assistant Basketball, Boys
III	C	Assistant Basketball, Girls
III	A	Assistant Football
III	D	Assistant Softball
III	D	Assistant Volleyball, Boys
III	A	Assistant Volleyball, Girls
III	C	Assistant Wrestling
III	E	Assistant Yearbook
III	E	Director of Operation Snowball
III	C	Head Bowling, Boys
III	C	Head Bowling, Girls
III	A	Head Cheerleading, Fall
III	C	Head Cheerleading, Winter
III	A	Head Cross Country, Boys
III	A	Head Cross Country, Girls
III	A	Head Golf, Boys
III	A	Head Golf, Girls
III	E	Head Math Contest Sponsor
III	E	Head Newspaper Sponsor
III	E	Head Scholastic Bowl Coach
III	A	Head Soccer, Boys
III	D	Head Soccer, Girls
III	D	Head Tennis, Boys

III	A	Head Tennis, Girls
III	D	Head Water Polo, Boys
III	D	Head Water Polo, Girls
III	E	Student Council Sponsor
IV	E	Aquatic Coordinator
IV	D	Assistant Badminton
IV	E	Assistant Play Director (50% fall play, 50% spring play)
IV	C	Assistant Swim, Boys
IV	A	Assistant Swim, Girls
IV	D	Assistant Track, Boys
IV	D	Assistant Track, Girls
IV	E	Chess Coach
IV	A	Pom Pon Director, Fall
IV	C	Pom Pon Director, Winter
IV	E	Publicity Director
IV	E	TV Production Services
V	C	Assistant Bowling, Boys
V	C	Assistant Bowling, Girls
V	A	Assistant Cheerleading, Fall
V	C	Assistant Cheerleading, Winter
V	E	Assistant Director of Operation Snowball
V	A	Assistant Cross Country, Boys
V	A	Assistant Cross Country, Girls
V	A	Assistant Golf, Boys
V	A	Assistant Golf, Girls
V	E	Assistant Math Contest
V	E	Assistant Newspaper
V	E	Assistant Scholastic Bowl Coach
V	A	Assistant Soccer, Boys
V	D	Assistant Soccer, Girls
V	E	Assistant Speech Coach
V	D	Assistant Tennis, Boys
V	A	Assistant Tennis, Girls
V	D	Assistant Water Polo, Boys
V	D	Assistant Water Polo, Girls
V	E	Choral Director
V	E	Class Sponsor - Junior
V	E	Internet/Webmaster (1 from each school)
V	E	Literary Magazine
V	E	National Honor Society
V	E	Readers Theater & Interpretation
VI	A	Assistant Pom Pon Director, Fall
VI	C	Assistant Pom Pon Director, Winter
VI	E	Class Sponsor - Senior
VI	E	Class Sponsor - Sophomore
VI	E	Diversity Club
VI	E	Majorette Director
VI	E	Operation Snowball

VI	E	Weightlifting Club
VII	E	Audio-Visual Director
VII	E	Class Sponsor - Freshman
VII	E	Intramurals
VII	E	Key Club
VII	E	Mentor Coordinator (4 - must be at least 5 mentors)
VII	E	Pep Club Director
VII	E	Special Interest Choir (one per school)
VIII	E	Art Club
VIII	E	Gay-Straight Alliance (available in each building)
VIII	E	Ecology Club Sponsor
VIII	E	Energy Club Sponsor
VIII	E	World Language Clubs
VIII	E	Interact Club
VIII	E	Science Club Sponsor
VIII	E	Vocational Education Club Sponsor
\$500	E	Mentor
\$500	E	Testing room supervisor – one hour per week
\$500	E	Other School Sponsored Clubs –maximum ten (10) per building, as selected annually by the Principal or his/her designee based on the merits of written proposals from potential sponsors.

The district and the JFA agree to develop a committee that would meet as needed during the 2009-2010 school year to establish criteria for activities listed in Appendix A (Addenda Activity Classifications) of the Collective Bargaining Agreement. The committee will be composed of the Assistant Superintendent of Student Services, the four (4) assistant principals, the JFA President or designee, and four (4) JFA members appointed by the JFA President. In addition, each side may invite one extra person to attend any given meeting on an as needed basis. The first meeting date and time will be selected jointly by the Assistant Superintendent of Student Services and the JFA President or designee, and shall be on or before October 16, 2009 (end of the first quarter). Recommendations of this committee shall be presented to the Board of Education and to the JFA House of Representatives and will take effect once approved by both parties.

Beginning in 2010-2011, the district and the JFA agree to develop an Addenda committee that would meet two times per school year to assess addenda based upon established criteria. The committee will be composed of the Assistant Superintendent of Student Services, the four (4) assistant principals, the JFA President or designee, and four (4) JFA members appointed by the JFA President.

**APPENDIX B**

**SALARY SCHEDULE 2015-16**

Lane	BS	BS + 15	MS	MS + 15	MS + 30	MS + 45	MS + 60*
Lane Multiplier	1	1.05	1.1	1.15	1.2	1.25	1.3
Step Multiplier	0.04	0.044	0.048	0.052	0.056	0.06	0.064
Step Addition	\$1,868	\$2,055	\$2,241	\$2,428	\$2,615	\$2,802	\$2,989
Step							
0	\$46,696	\$49,031	\$51,366	\$53,700	\$56,035	\$58,370	\$60,705
1	\$48,564	\$51,086	\$53,607	\$56,128	\$58,650	\$61,172	\$63,694
2	\$50,432	\$53,141	\$55,848	\$58,556	\$61,265	\$63,974	\$66,683
3	\$52,300	\$55,196	\$58,089	\$60,984	\$63,880	\$66,776	\$69,672
4	\$54,168	\$57,251	\$60,330	\$63,412	\$66,495	\$69,578	\$72,661
5	\$56,036	\$59,306	\$62,571	\$65,840	\$69,110	\$72,380	\$75,650
6	\$57,904	\$61,361	\$64,812	\$68,268	\$71,725	\$75,182	\$78,639
7	\$59,772	\$63,416	\$67,053	\$70,696	\$74,340	\$77,984	\$81,628
8	\$61,640	\$65,471	\$69,294	\$73,124	\$76,955	\$80,786	\$84,617
9	\$63,508	\$67,526	\$71,535	\$75,552	\$79,570	\$83,588	\$87,606
10	\$65,376	\$69,581	\$73,776	\$77,980	\$82,185	\$86,390	\$90,595
11	\$67,244	\$71,636	\$76,017	\$80,408	\$84,800	\$89,192	\$93,584
12	\$69,112	\$73,691	\$78,258	\$82,836	\$87,415	\$91,994	\$96,573
13			\$80,499	\$85,264	\$90,030	\$94,796	\$99,562
14			\$82,740	\$87,692	\$92,645	\$97,598	\$102,551
15			\$84,981	\$90,120	\$95,260	\$100,400	\$105,540
16			\$87,222	\$92,548	\$97,875	\$103,202	\$108,529
17			\$89,463	\$94,976	\$100,490	\$106,004	\$111,518
18						\$108,806	\$114,507
L1	\$71,612	\$76,191	\$91,963	\$97,476	\$102,990	\$111,306	\$117,007
C1	\$71,870	\$76,460	\$92,289	\$97,815	\$103,341	\$111,678	\$117,391
C2	\$71,870	\$76,460	\$92,289	\$97,815	\$103,341	\$111,678	\$117,391
C3	\$71,870	\$76,460	\$92,625	\$98,330	\$104,035	\$112,639	\$118,537
C4	\$72,785	\$77,532	\$93,903	\$99,618	\$105,334	\$113,955	\$119,865
C5	\$72,855	\$77,644	\$94,205	\$99,963	\$105,743	\$114,458	\$120,434

\*MS+60 Lane MUST include a Certificate of Advanced Study (CAS), a Second Masters, or a Doctorate.

Any teacher who repeats the top step in his/her respective lane shall move to L1. The difference between L1 and the highest step in each lane shall remain at \$2500 for the duration of the contract.

After one school year in L1, teachers will receive a cost of Living Adjustment (COLA) increase. The COLA increase shall be 2.3% of the prior year's scheduled salary in each year of the contract.

Any employees hired in the 2013-2014 school year or later will not have access to the BA+15 lane on this salary schedule. For those employees, the first lane change available will go directly to the Master's lane.

**APPENDIX B**

**SALARY SCHEDULE 2016-17**

Lane	BS	BS + 15	MS	MS + 15	MS + 30	MS + 45	MS + 60*
Lane Multiplier	1	1.05	1.1	1.15	1.2	1.25	1.3
Step Multiplier	0.04	0.044	0.048	0.052	0.056	0.06	0.064
Step Addition	\$1,868	\$2,055	\$2,241	\$2,428	\$2,615	\$2,802	\$2,989
Step							
0	\$46,696	\$49,031	\$51,366	\$53,700	\$56,035	\$58,370	\$60,705
1	\$48,564	\$51,086	\$53,607	\$56,128	\$58,650	\$61,172	\$63,694
2	\$50,432	\$53,141	\$55,848	\$58,556	\$61,265	\$63,974	\$66,683
3	\$52,300	\$55,196	\$58,089	\$60,984	\$63,880	\$66,776	\$69,672
4	\$54,168	\$57,251	\$60,330	\$63,412	\$66,495	\$69,578	\$72,661
5	\$56,036	\$59,306	\$62,571	\$65,840	\$69,110	\$72,380	\$75,650
6	\$57,904	\$61,361	\$64,812	\$68,268	\$71,725	\$75,182	\$78,639
7	\$59,772	\$63,416	\$67,053	\$70,696	\$74,340	\$77,984	\$81,628
8	\$61,640	\$65,471	\$69,294	\$73,124	\$76,955	\$80,786	\$84,617
9	\$63,508	\$67,526	\$71,535	\$75,552	\$79,570	\$83,588	\$87,606
10	\$65,376	\$69,581	\$73,776	\$77,980	\$82,185	\$86,390	\$90,595
11	\$67,244	\$71,636	\$76,017	\$80,408	\$84,800	\$89,192	\$93,584
12	\$69,112	\$73,691	\$78,258	\$82,836	\$87,415	\$91,994	\$96,573
13			\$80,499	\$85,264	\$90,030	\$94,796	\$99,562
14			\$82,740	\$87,692	\$92,645	\$97,598	\$102,551
15			\$84,981	\$90,120	\$95,260	\$100,400	\$105,540
16			\$87,222	\$92,548	\$97,875	\$103,202	\$108,529
17			\$89,463	\$94,976	\$100,490	\$106,004	\$111,518
18						\$108,806	\$114,507
L1	\$71,612	\$76,191	\$91,963	\$97,476	\$102,990	\$111,306	\$117,007
C1	\$73,259	\$77,943	\$94,078	\$99,718	\$105,358	\$113,866	\$119,698
C2	\$73,523	\$78,218	\$94,412	\$100,065	\$105,718	\$114,247	\$120,091
C3	\$73,523	\$78,218	\$94,412	\$100,065	\$105,718	\$114,247	\$120,091
C4	\$73,523	\$78,219	\$94,756	\$100,591	\$106,428	\$115,230	\$121,263
C5	\$74,459	\$79,315	\$96,063	\$101,909	\$107,757	\$116,576	\$122,622
C6	\$74,531	\$79,429	\$96,372	\$102,263	\$108,176	\$117,091	\$123,204

\*MS+60 Lane MUST include a Certificate of Advanced Study (CAS), a Second Masters, or a Doctorate.

Any teacher who repeats the top step in his/her respective lane shall move to L1. The difference between L1 and the highest step in each lane shall remain at \$2500 for the duration of the contract.

After one school year in L1, teachers will receive a cost of Living Adjustment (COLA) increase. The COLA increase shall be 2.3% of the prior year's scheduled salary in each year of the contract.

Any employees hired in the 2013-2014 school year or later will not have access to the BA+15 lane on this salary schedule. For those employees, the first lane change available will go directly to the Master's lane.

**APPENDIX B**

**SALARY SCHEDULE 2017-18**

Lane	BS	BS + 15	MS	MS + 15	MS + 30	MS + 45	MS + 60*
Lane Multiplier	1	1.05	1.1	1.15	1.2	1.25	1.3
Step Multiplier	0.04	0.044	0.048	0.052	0.056	0.06	0.064
Step Addition	\$1,868	\$2,055	\$2,241	\$2,428	\$2,615	\$2,802	\$2,989
Step							
0	\$46,696	\$49,031	\$51,366	\$53,700	\$56,035	\$58,370	\$60,705
1	\$48,564	\$51,086	\$53,607	\$56,128	\$58,650	\$61,172	\$63,694
2	\$50,432	\$53,141	\$55,848	\$58,556	\$61,265	\$63,974	\$66,683
3	\$52,300	\$55,196	\$58,089	\$60,984	\$63,880	\$66,776	\$69,672
4	\$54,168	\$57,251	\$60,330	\$63,412	\$66,495	\$69,578	\$72,661
5	\$56,036	\$59,306	\$62,571	\$65,840	\$69,110	\$72,380	\$75,650
6	\$57,904	\$61,361	\$64,812	\$68,268	\$71,725	\$75,182	\$78,639
7	\$59,772	\$63,416	\$67,053	\$70,696	\$74,340	\$77,984	\$81,628
8	\$61,640	\$65,471	\$69,294	\$73,124	\$76,955	\$80,786	\$84,617
9	\$63,508	\$67,526	\$71,535	\$75,552	\$79,570	\$83,588	\$87,606
10	\$65,376	\$69,581	\$73,776	\$77,980	\$82,185	\$86,390	\$90,595
11	\$67,244	\$71,636	\$76,017	\$80,408	\$84,800	\$89,192	\$93,584
12	\$69,112	\$73,691	\$78,258	\$82,836	\$87,415	\$91,994	\$96,573
13			\$80,499	\$85,264	\$90,030	\$94,796	\$99,562
14			\$82,740	\$87,692	\$92,645	\$97,598	\$102,551
15			\$84,981	\$90,120	\$95,260	\$100,400	\$105,540
16			\$87,222	\$92,548	\$97,875	\$103,202	\$108,529
17			\$89,463	\$94,976	\$100,490	\$106,004	\$111,518
18						\$108,806	\$114,507
L1	\$71,612	\$76,191	\$91,963	\$97,476	\$102,990	\$111,306	\$117,007
C1	\$73,259	\$77,943	\$94,078	\$99,718	\$105,358	\$113,866	\$119,698
C2	\$74,944	\$79,736	\$96,242	\$102,011	\$107,782	\$116,484	\$122,451
C3	\$75,214	\$80,017	\$96,584	\$102,366	\$108,150	\$116,875	\$122,853
C4	\$75,214	\$80,017	\$96,584	\$102,366	\$108,150	\$116,875	\$122,853
C5	\$75,214	\$80,018	\$96,935	\$102,905	\$108,876	\$117,880	\$124,052
C6	\$76,172	\$81,140	\$98,272	\$104,253	\$110,235	\$119,257	\$125,442
C7	\$76,245	\$81,256	\$98,588	\$104,615	\$110,664	\$119,784	\$126,037

\*MS+60 Lane MUST include a Certificate of Advanced Study (CAS), a Second Masters, or a Doctorate.

Any teacher who repeats the top step in his/her respective lane shall move to L1. The difference between L1 and the highest step in each lane shall remain at \$2500 for the duration of the contract.

After one school year in L1, teachers will receive a cost of Living Adjustment (COLA) increase. The COLA increase shall be 2.3% of the prior year's scheduled salary in each year of the contract.

Any employees hired in the 2013-2014 school year or later will not have access to the BA+15 lane on this salary schedule. For those employees, the first lane change available will go directly to the Master's lane.

**APPENDIX B**

**SALARY SCHEDULE 2018-19**

Lane	BS	BS + 15	MS	MS + 15	MS + 30	MS + 45	MS + 60*
Lane Multiplier	1	1.05	1.1	1.15	1.2	1.25	1.3
Step Multiplier	0.04	0.044	0.048	0.052	0.056	0.06	0.064
Step Addition	\$1,905	\$2,096	\$2,286	\$2,477	\$2,667	\$2,858	\$3,048
Step							
0	\$47,630	\$50,011	\$52,392	\$54,774	\$57,155	\$59,537	\$61,918
1	\$49,535	\$52,107	\$54,678	\$57,251	\$59,822	\$62,395	\$64,966
2	\$51,440	\$54,203	\$56,964	\$59,728	\$62,489	\$65,253	\$68,014
3	\$53,345	\$56,299	\$59,250	\$62,205	\$65,156	\$68,111	\$71,062
4	\$55,250	\$58,395	\$61,536	\$64,682	\$67,823	\$70,969	\$74,110
5	\$57,155	\$60,491	\$63,822	\$67,159	\$70,490	\$73,827	\$77,158
6	\$59,060	\$62,587	\$66,108	\$69,636	\$73,157	\$76,685	\$80,206
7	\$60,965	\$64,683	\$68,394	\$72,113	\$75,824	\$79,543	\$83,254
8	\$62,870	\$66,779	\$70,680	\$74,590	\$78,491	\$82,401	\$86,302
9	\$64,775	\$68,875	\$72,966	\$77,067	\$81,158	\$85,259	\$89,350
10	\$66,680	\$70,971	\$75,252	\$79,544	\$83,825	\$88,117	\$92,398
11	\$68,585	\$73,067	\$77,538	\$82,021	\$86,492	\$90,975	\$95,446
12	\$70,490	\$75,163	\$79,824	\$84,498	\$89,159	\$93,833	\$98,494
13			\$82,110	\$86,975	\$91,826	\$96,691	\$101,542
14			\$84,396	\$89,452	\$94,493	\$99,549	\$104,590
15			\$86,682	\$91,929	\$97,160	\$102,407	\$107,638
16			\$88,968	\$94,406	\$99,827	\$105,265	\$110,686
17			\$91,254	\$96,883	\$102,494	\$108,123	\$113,734
18						\$110,981	\$116,782
L1	\$72,990	\$77,663	\$93,754	\$99,383	\$104,994	\$113,481	\$119,282
C1	\$73,259	\$77,943	\$94,078	\$99,718	\$105,358	\$113,866	\$119,698
C2	\$74,944	\$79,736	\$96,242	\$102,011	\$107,782	\$116,484	\$122,451
C3	\$76,667	\$81,570	\$98,456	\$104,358	\$110,261	\$119,164	\$125,268
C4	\$76,944	\$81,858	\$98,805	\$104,721	\$110,637	\$119,563	\$125,679
C5	\$76,944	\$81,858	\$98,805	\$104,721	\$110,637	\$119,563	\$125,679
C6	\$76,944	\$81,858	\$99,165	\$105,272	\$111,380	\$120,592	\$126,906
C7	\$77,924	\$83,006	\$100,533	\$106,651	\$112,771	\$122,000	\$128,327
C8	\$77,998	\$83,125	\$100,856	\$107,021	\$113,209	\$122,539	\$128,936

\*MS+60 Lane MUST include a Certificate of Advanced Study (CAS), a Second Masters, or a Doctorate.

Any teacher who repeats the top step in his/her respective lane shall move to L1. The difference between L1 and the highest step in each lane shall remain at \$2500 for the duration of the contract.

After one school year in L1, teachers will receive a cost of Living Adjustment (COLA) increase. The COLA increase shall be 2.3% of the prior year's scheduled salary in each year of the contract.

Any employees hired in the 2013-2014 school year or later will not have access to the BA+15 lane on this salary schedule. For those employees, the first lane change available will go directly to the Master's lane.

Commencing with the 2018-2019 school year, any teacher who has not reached the MS+15 lane on the salary schedule will no longer have access to it. For those employees, the first lane change available after the Master's lane will be MS+30 lane.

## APPENDIX B

### **CERTIFIED STAFF HIRED AFTER JANUARY 1, 2016 Salary Compensation and Advancement**

- A. Certified staff hired after January 1, 2016 shall be compensated in accordance to the terms defined below and raises to a teacher's salary will be directly multiplied by the teacher's previous year's base salary.
- B. There will be four (4) educational categories used to place all new employees. They are as follows:
- BA
  - MA
  - MA +30
  - MA +45
- C. Starting salaries for each of the four (4) educational categories are as follows:
- BA - \$49,000
  - MA - \$55,000
  - MA+30 - \$58,000
  - MA+45 - \$61,000
- D. When a teacher in the BA educational category attains a Master's Degree, \$6,000 will be added to his/her salary and then compounded in their base salary moving forward. Upon degree completion, the teacher would be a member of the MA educational category.
- E. When a teacher in the MA educational category attains Master's Degree +30, \$3,000 will be added to his/her salary and then compounded in their base salary moving forward. Upon course credit completion, the teacher would be a member of the Master's Degree +30 educational category.
- F. When a teacher in the Master's Degree +30 category attains Master's Degree +45, \$3,000 will be added to his/her salary and then compounded in their base salary moving forward. Upon course credit completion, the teacher would be a member of the Master's Degree +45 educational category.
- G. Article 26.2 Schedule Placement and Article 26.3 Placement on Advanced Lanes will apply to all new hires.
- H. Raises for new employees employed during the prior year will be according to the following:
- 2016-2017      2.5%
  - 2017-2018      2.5%
  - 2018-2019      2.5%
- I. Any certified staff member that remains in the district for ten consecutive years will receive a \$2,500 pay upgrade starting on their tenth year. The \$2,500 will be added to his/her salary and then compounded in their base salary moving forward.

**APPENDIX C**

**Post Retirement Severance Package Agreement (PRSPA-1)**

(for Retirees eligible for benefits under 26.8.B.2 with ERO penalty)

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_ [month, year] \_\_\_\_\_ by and between the Bremen High School District 228, the Employer, and \_\_\_\_\_ [employee's name] \_\_\_\_\_, the Employee, to establish the rights of [employee's last name] to a post retirement severance package from the Employer. It is expressly understood that this Agreement confirms the rights given to employee's last name under the collective bargaining agreement, 2009-12 school years, between the Bremen District 228 Joint Faculty Association and the Employer. This Agreement does not alter in any way [employee's last name]'s right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements. Such benefits may include, but are not limited to, medical insurance, dental insurance, health insurance, life insurance, or a deferred compensation contribution.

1. \_\_\_\_\_ [employee's name] \_\_\_\_\_ shall receive a post retirement severance package upon this Employee's scheduled retirement, scheduled early retirement, or early retirement due to sickness or other disability.
2. In the event of [employee's last name]'s death after retirement but before this contract has been fully performed, the payment due to [employee's last name] under his/her post retirement severance package will pass to the following person specifically designated to receive such benefits:

Beneficiary:	
Address	
Telephone	

3. \_\_\_\_\_ [employee's name] \_\_\_\_\_'s severance package will be the sum of : \$6000, and \$ \_\_\_\_\_ for \_\_\_\_\_ unused sick days, for a total severance amount of \$ \_\_\_\_\_. This total shall be paid in a single payment no later than 60 calendar days after the last day of work. If the

Employer fails to make a reasonable effort to pay this Employee and payment is not received by August 15<sup>th</sup> of the year of retirement, a penalty of \$100 per day must be paid for each day beginning with August 16<sup>th</sup> until payment is received by the Employee.

4. All benefits paid pursuant to this severance agreement shall be a severance payment made subsequent to receipt of the employee's final paycheck for regular earnings or final day of T.R.S. creditable service, whichever date is later. The employee shall have no actual or constructive right to the receipt of this payment until such time.
5. All payments made under this Employee's severance package will be made and paid following all applicable Federal and Illinois statutes, laws, and regulations.
6. Neither this Employee nor any designated beneficiary under this contract can borrow against or assign the right to receive payments under this contract.
7. The laws of Illinois will apply to any disputes that arise under this contract.

Bremen High School District 228  
Board of Education President signature:

Employee signature:

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX C**

**Post Retirement Severance Package Agreement (PRSPA-2)**

(for Retirees eligible for benefits under 26.8.B.3 with no ERO penalty)

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ [month, year] by and between the Bremen High School District 228, the Employer, and \_\_\_\_\_ [employee's name], the Employee, to establish the rights of [employee's last name] to a post retirement severance package from the Employer. It is expressly understood that this Agreement confirms the rights given to [employee's last name] under the collective bargaining agreement, 2009-12 school years, between the Bremen District 228 Joint Faculty Association and the Employer. This Agreement does not alter in any way [employee's last name]'s right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements. Such benefits may include, but are not limited to, medical insurance, dental insurance, health insurance, life insurance, or a deferred compensation contribution.

1. \_\_\_\_\_ [employee's name] shall receive a post retirement severance package upon this Employee's scheduled retirement, scheduled early retirement, or early retirement due to sickness or other disability.
2. In the event of [employee's last name]'s death after retirement but before this contract has been fully performed, the payment due to [employee's last name] under his/her post retirement severance package will pass to the following person specifically designated to receive such benefits:

Beneficiary:	
Address:	
Telephone	

3. \_\_\_\_\_ [employee's name] 's severance package will be the sum of : \$6000, \$ \_\_\_\_\_ for \_\_\_\_\_ unused sick days, and \$20,000, for a total severance amount of \$ \_\_\_\_\_.
- This total shall be paid in a single payment no later than 60 calendar days after the last day of work. If the Employer fails to make a reasonable effort to pay this Employee and payment is not received by August 15<sup>th</sup> of the year of retirement, a penalty of \$100 per day must be paid for each

day beginning with August 16<sup>th</sup> until payment is received by the Employee.

4. All benefits paid pursuant to this severance agreement shall be a severance payment made subsequent to receipt of the employee's final paycheck for regular earnings or final day of T.R.S. creditable service, whichever date is later. The employee shall have no actual or constructive right to the receipt of this payment until such time.
5. All payments made under this Employee's severance package will be made and paid following all applicable Federal and Illinois statutes, laws, and regulations.
6. Neither this Employee nor any designated beneficiary under this contract can borrow against or assign the right to receive payments under this contract.
7. The laws of Illinois will apply to any disputes that arise under this contract.

Bremen High School District 228  
Board of Education President signature:

Employee signature:

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Appendix C**

**Post Retirement Severance Package Agreement (PRSPA-3)**

(for Retirees eligible for benefits under 26.8.B.4)

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ [month, year] by and between the Bremen High School District 228, the Employer, and \_\_\_\_\_ [employee's name], the Employee, to establish the rights of [employee's last name] to a post retirement severance package from the Employer. It is expressly understood that this Agreement confirms the rights given to [employee's last name] under the collective bargaining agreement, 2009-12 school years, between the Bremen District 228 Joint Faculty Association and the Employer. This Agreement does not alter in any way [employee's last name]'s right to any other benefits provided by the Employer via the collective bargaining agreement or other agreements. Such benefits may include, but are not limited to, medical insurance, dental insurance, health insurance, life insurance, or a deferred compensation contribution.

1. \_\_\_\_\_ [employee's name] shall receive a post retirement severance package upon this Employee's scheduled retirement, scheduled early retirement, or early retirement due to sickness or other disability.
2. In the event of [employee's last name]'s death after retirement but before this contract has been fully performed, the payment due to [employee's last name] under his/her post retirement severance package will pass to the following person specifically designated to receive such benefits:

Beneficiary:	
Address:	
Telephone	

3. \_\_\_\_\_ [employee's name] 's severance package will be the sum of : \$ \_\_\_\_\_ and \$ \_\_\_\_\_ for \_\_\_\_\_ unused sick days, for a total severance amount of \$ \_\_\_\_\_. This total shall be paid in a single payment no later than 60 calendar days after the last day of work. If the Employer fails to make a reasonable effort to pay this Employee and payment is not received by August 15<sup>th</sup> of the year of retirement, a penalty of \$100 per day

must be paid for each day beginning with August 16<sup>th</sup> until payment is received by the Employee.

4. All benefits paid pursuant to this severance agreement shall be a severance payment made subsequent to receipt of the employee's final paycheck for regular earnings or final day of T.R.S. creditable service, whichever date is later. The employee shall have no actual or constructive right to the receipt of this payment until such time.
5. All payments made under this Employee's severance package will be made and paid following all applicable Federal and Illinois statutes, laws, and regulations.
6. Neither this Employee nor any designated beneficiary under this contract can borrow against or assign the right to receive payments under this contract.
7. The laws of Illinois will apply to any disputes that arise under this contract.

Bremen High School District 228  
Board of Education President signature:

Employee signature:

\_\_\_\_\_

\_\_\_\_\_

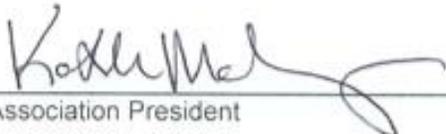
Date \_\_\_\_\_

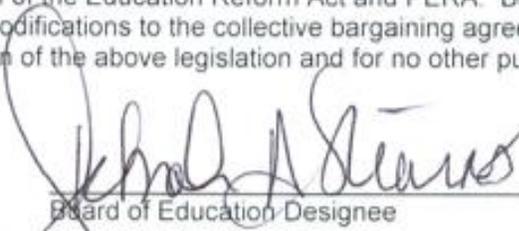
Date \_\_\_\_\_

APPENDIX D

**Memorandum of Understanding**

The Joint Faculty Association and the Bremen High School District 288 Board of Education mutually agree to bargain issues related to the implementation of the Education Reform Act and PERA. Both parties mutually agree to formally bargain possible modifications to the collective bargaining agreement regarding issues pertaining only to the implementation of the above legislation and for no other purpose.

  
\_\_\_\_\_  
Association President  
  
11-21-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board of Education Designee  
  
11-21-12  
\_\_\_\_\_  
Date

**BOARD OF EDUCATION  
BREMEN COMMUNITY HIGH SCHOOLS**

COOK COUNTY DISTRICT 228

Paula L. Czupek, President

Evelyn Gleason, Vice-President

Edward Buchalo, Secretary

Edward W. Brauer  
Patricia Dymowski  
Frances Verble  
Cynthia J. Walker



Administrative Center  
15233 Pulaski Road Midlothian, IL 60445  
Phone: (708) 389-1175  
FAX: (708) 389-2552

June 11, 1996

**MEMO OF UNDERSTANDING  
(NOT PART OF THE PROCEDURAL AGREEMENT)**

**CLASS SIZE REVIEW COMMITTEE**

In order to facilitate and maintain the direction of the Board of Education on class size and certificated bargaining unit member workload as it relates to class size, a Class Size Review Committee shall be permanently established. The Board of Education and Joint Faculty Association agree to work collaboratively, share the responsibility, and review and discuss overall district and building results rather than individual situations. The Committee shall be comprised of one teacher represented by the staff of each high school (total of 4), one (1) principal, the Superintendent or his/her designee, and two (2) Board members. The Committee shall recommend changes for the forthcoming school year, along with inquiring into written concerns of the administration and staff by each building teacher committee member and each building principal. The building teacher committee member and principal will prepare a written summary of the current year's class sizes and teachers workload compared to the class size guidelines. The building teacher committee member will present the building written summary with any recommendation to the Class Size Review Committee.

The Committee will meet after regular school hours, commencing in November, with additional meetings as needed. The chairman of the Committee will be the Superintendent or his/her designee.

All written recommendations, including minority reports, if any, shall be submitted to the Superintendent for his final review and recommendations to the Board of Education on or before January 15 of each year. All recommendations by the Superintendent and Committee, including minority reports, if any, will be reviewed by the Board of Education by the Superintendent by the first Board meeting in February each year. The administration will make every reasonable effort to comply with the Board adopted Class Size Committee recommendations.



APPENDIX E

The Administration will cooperate with the Association in reviewing and in explaining class sectioning in the spring, including considering recommendations by the Association, along with consulting with the Association in the Evaluation of such sectioning in the fall of each year. At an appropriate time each fall, the Superintendent's office will present a report covering the evaluation of class sectioning to the Board, which shall include any recommendations, if any, from the Association.

On the evening the Superintendent reviews all recommendations and related Review Committee reports with the Board of Education, all Review Committee members will be allowed to address the Board on their individual building class sizes and workload.

It is expressly understood and agreed to by the Board of Education and the Joint Faculty association that this Memorandum of Understanding is not subject to the grievance or arbitration provisions of Article 10 of the Procedural Agreement.

  
President, Joint Faculty Assn.

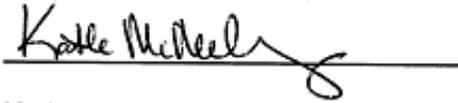
  
President, Board of Education

**APPENDIX F**

**MEMORANDUM OF UNDERSTANDING**

The Joint Faculty Association and the Bremen High School District 228 Board of Education agree that the rate of pay for Home Bound Tutoring shall be in accordance with the hourly rate of pay as stated in the Collective Bargaining Agreement.

Home Bound Tutoring: \$34.00 per hour for 2015-16, 2016-17, 2017-18, and 2018-19.



Kathleen McNeeley  
President, Joint Faculty Association



Debi Stearns  
President, Board of Education

**12-2-15**  
\_\_\_\_\_  
Date

**12-2-15**  
\_\_\_\_\_  
Date

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