

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A**

**AND**

**LEMONT-BROMBEREK COUNCIL OF AFT LOCAL 604  
AMERICAN FEDERATION OF TEACHERS, IFT/AFT, AFL-CIO**

**2016 - 2019**

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## **ARTICLE I**

### **RECOGNITION**

#### **1.1    Recognition**

The Board of Education of Lemont-Bromberek Combined School District Number 113A, Cook and DuPage Counties, Illinois (hereinafter the "Board") recognizes the Lemont-Bromberek Council of Local 604, American Federation of Teachers, AFL-CIO (hereinafter the "Union") as the sole and exclusive bargaining agent for all full-time and part-time District certified teaching staff, digital learning coaches, speech/language pathologists, counselors, social workers, occupational therapists and psychologists. The term "teacher" when used herein shall refer to those employees represented by the Union in the bargaining unit as defined above.

#### **1.2    Scope**

The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

#### **1.3    Partial Invalidity**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement, shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

#### **1.4    Terms and Conditions**

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

## **ARTICLE II**

### **UNION - BOARD RELATIONS**

#### **2.1    School Facilities and Equipment**

The Union will be able to hold meetings for teachers on District property upon approval of the Administration. To avoid conflict, 48-hour notice shall be given. The Union shall be allowed reasonable use of office machinery and other school equipment. The Union shall be provided use of bulletin boards and teacher mailboxes in each building. When equipment is available, members may use equipment to work on Union business during duty free time. Union meetings shall be scheduled for times outside of the Work Day as defined in Section 4.2, except that Union meetings may be scheduled for Institute or in-service days or on half days at times when students are not in attendance, so long as they do not interfere or conflict with staff development activities. The Union shall reimburse the District for any supplies used.

## 2.2 Board Information

The Union will be supplied with the Agenda, copy of the monthly bills, administrative budget summary, and statement of position prior to the Board meeting. A copy of the tentative and final District budgets will be given to the Union prior to the meeting at which action is to be taken by the Board.

## 2.3 School Board Meetings

At each Board meeting, an agenda item will be included to allow the Union President to address the Board, if desired.

## 2.4 Union Presentation

The Union President, or designee, shall be placed on the program for orientation of new teachers for brief professional remarks upon request.

## 2.5 Management Rights

The Board retains and reserves unto itself all powers, rights, duties, and responsibilities to manage the District conferred upon and vested in it by the law, except to the extent expressly and specifically limited by this Agreement.

It is expressly recognized, merely by way of illustration and not by way of limitation that such powers, rights, duties, and responsibilities include, but are not limited to:

- A. Full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;
- B. The right to determine the work to be done and the standards to be met by teachers covered by this Agreement;
- C. The right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by teachers;
- D. The right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release, and lay off teachers; and
- E. The right to determine the qualifications of teachers and to suspend, discipline, and discharge teachers for good cause, and otherwise to maintain an orderly, effective, and efficient operation.

## 2.6 No Strike Agreement

Neither the Union nor any of its members nor its agents nor any of its teachers, for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school.

## 2.7 Dues Deduction

The Board will deduct from the regular paycheck of each teacher from whom it receives written authorization to do so, the required amount of Union dues. The dues and a list of teachers from whom dues have been deducted and the amount deducted from each shall be forwarded to the Union treasurer no later than ten (10) working days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the teacher by written notification to the Superintendent.

## 2.8 Superintendent/Union Leadership Meetings

The Superintendent and Union Leadership will meet monthly for the purpose of 1) communicating, sharing, and suggesting solutions to District-wide problems; and 2) discussing ways to continually improve the educational program. The agenda for these meetings shall be presented to the Superintendent at least one (1) week prior to the meeting. The Superintendent may add items to the agenda and will share a copy of the agenda with the Union President no later than seventy-two (72) hours prior to the meeting. By mutual agreement, the meeting may be cancelled.

It is understood by the Union and the Board that these meetings will not establish policy. These meetings also will not engage in collective bargaining.

The Union and the Board expressly understand and acknowledge that the discussions, deliberations, compromises, resolutions, and agreements reached by the Superintendent and Union Leadership are not intended to be subject to the grievance procedure or binding arbitration.

## 2.9 Fair Share

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union, provided, however, that:

- A. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board ("IELRB"); and
- B. The Union has annually certified in writing to the Board (a) the amount of such fair share fee and (b) the fact that the notice required in (1) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of teachers to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act ("IELRA"). If a non-member teacher asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon the teacher and the Union. If the teacher and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

#### 2.10 New Teacher Notification

The Union President or designee shall receive a current list of all teachers by September 1 each year and will be notified within fifteen (15) calendar days of all new teachers hired during the school year.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

#### 3.1 Definition

A grievance is defined as a complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement. No grievance shall be entertained unless the grievance procedure is initiated within (14) calendar days of the occurrence of the event giving rise to the grievance.

#### 3.2 Procedure

The following are the steps for the handling of grievances:

Step 1. A complaint shall first be discussed with the complainant, the building principal and the person(s) against whom the complaint is registered with the object of resolving the matter informally. The Union grievance representative may attend the meeting, if desired by the complainant. Both parties shall initial a statement that this meeting was held.

- Step 2. The grievant shall file the grievance in writing with the Building Principal within seven (7) calendar days of the completion of Step 1. The Building Principal shall confer with the grievant in an attempt to resolve the grievance within seven (7) calendar days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within seven (7) calendar days of the conference.
- Step 3. If a satisfactory disposition of the grievance is not reached at Step 2, the grievant may appeal to the Superintendent in writing within seven (7) calendar days after receipt of the decision of the Building Principal. The Superintendent shall hold a conference within seven (7) calendar days after the receipt of the appeal, and a written decision shall be rendered by the Superintendent within seven (7) calendar days after the conference.
- Step 4. If a satisfactory disposition of the grievance is not reached at Step 3, the grievant may appeal to the Board of Education by filing a written appeal with the Superintendent, with a copy to the Secretary of the Board, within seven (7) calendar days after receipt of the Superintendent's decision. The Board of Education shall consider the grievance at the next regular Board meeting following the date of receipt by the Superintendent of the appeal. The grievant may present a written statement of the grievance to the Board or may address the Board in closed session at its next regularly scheduled meeting. If granted, the hearing will be conducted by the Board. The Board shall render its decision in writing, with a copy to the Union and the grievant, within seven (7) calendar days after the meeting at which the grievance is considered.
- Step 5. In the event the grievant is not satisfied with the disposition of the grievance at Step 4, the grievance may be submitted by the Union to binding arbitration within seven (7) calendar days after receipt of the Board's reply at Step 4. The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the fourteen (14) calendar day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator, and the cost of attendance of a court reporter, if requested by either party, shall be split between the Union and the Board. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

Each grievance must state the specific provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission of Step 1. The time limits and procedures for grievance processing must be strictly followed. Failure of the grievant or the Union to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Board or the Administration shall bar later filing of the same or substantially same grievance. A

grievant shall have the right to local Union representation at any or all steps of the grievance procedure.

## **ARTICLE IV**

### **WORKING CONDITIONS**

#### **4.1 Calendar**

The School Board shall set the calendar for the District. The salary schedule (Section 7.2) shall apply to a 185-day calendar (176 student attendance days, 4 institutes, and 5 emergency days). If the Board adopts a calendar that exceeds the above, each teacher shall be paid at the rate of 1/180 of his/her yearly salary schedule pay per day. Any docking of pay shall likewise be based upon 1/180 of the teacher's yearly salary schedule pay per day. Docking shall be in increments of full days or half days. If the five (5) emergency days are not used for emergency purposes, they shall not become employee workdays. Prior to making a recommendation to the Board regarding the school calendar, the Superintendent will give the tentative calendar to the Union President. The Union President may make recommendations to the Superintendent regarding the school calendar. If the Union President makes such recommendations to the Superintendent in writing, a copy of the Union President's recommendations shall go to the Board with the Superintendent's recommendation. The Board shall have sole discretion to change or modify the calendar so long as the change or modification does not directly conflict with the provisions of this Section.

#### **4.2 Work Day**

The normal workday for all full-time teachers shall be 7 hours and 30 minutes Monday through Friday provided that on those days when elementary teachers are engaged in "collaboration" meetings, the teacher work day shall be as illustrated on Appendix C. The current Appendix C is shown for illustrative purposes only and may change annually, subject to review by the Superintendent and Union President for purposes of reaching a new agreement on a collaboration schedule. The duty free lunch for all full-time teachers shall be 30 minutes.

The normal work day for the position of Digital Learning Coach shall be scheduled by the employee and the Superintendent or designee in order to provide flexibility in accommodating training conducted by the Coach for various staff members and groups to be delivered before and after school hours. Final authority to determine this flexible scheduling is vested in the Superintendent or designee. As a general rule, in order to provide such flexibility, the regular workday for the Coach(es) will be scheduled between 7 am and 6 pm. The Coach will receive at least thirty (30) calendar days' prior notice of the flexible schedule.

Normal workday shall be defined as pupil contact time (that is, time teachers shall be in their classroom and/or in the hallways supervising students), lunch period, preparation and planning periods, and all supervisory and non-supervisory times. Deviations from the normal workday may be such that each teacher workday shall not always include each of the listed activities.

The normal workday for part-time teachers shall be assigned by the District Administration. Part-time teachers will be expected to attend all in-service and institute programs as scheduled with their administrator. Attendance at Parent-Teacher Conferences at their assigned school(s) is required.

The Board shall use its best efforts to provide each full-time teacher with a preparation period or

equivalent per day free from student supervision responsibilities. The Administration will also use its best efforts to provide each teacher with the following minimum plan minutes during regular work weeks:

- A. An average of 360 minutes in buildings operating on a "six day schedule" (includes both individual and collaborative time);
- B. An average of 300 minutes in buildings operating on a "five day schedule" (includes both individual and collaborative time).

The parties recognize that growth in the District and the resulting enrollment patterns may make it impractical to meet this goal in all cases in the future. Under any circumstances, building and District administration are committed to providing the maximum amount of plan time possible within the constraints of staffing, scheduling, and student enrollment.

The parties agree that any teacher who is assigned a schedule by the Administration for a given school year, which schedule does not provide the minimum individual planning minutes required above, shall receive a stipend of \$1500.00 for that school year or pro ration (based upon the length of time the individual time is lost during the school year) in addition to their scheduled salary. In determining whether the schedule assigned by the Administration requires the payment of this stipend, the Administration's good faith reasonable estimate of the travel time needed for teachers traveling between buildings shall be final. If circumstances arise requiring supervision, said duties shall be equally divided on a rotational basis among all teachers within each building.

In the event these factors require a reduction in these planning time goals (above), special consideration will be given to teachers in grades 1 and 2 before planning time is reduced. The Union President and designees will meet with the Superintendent and designees to explore options to reducing planning time for teachers.

#### 4.3 Student School Day

The student school day shall be 6 hours and 30 minutes for elementary students and 7 hours for middle school students.

#### 4.4 Faculty Meetings

Building Principals may schedule the equivalent of thirty (30) minutes per week for faculty meetings before or after school. Normally, individual faculty meetings will not exceed sixty (60) minutes. Whenever possible, an agenda will be provided to each teacher the day before the meeting for the convenience and use in preparation of the teacher.

At the beginning of each school year, Building Principals will provide teachers with a tentative schedule of faculty meetings for the school year. Building principals will provide teachers with reasonable notice of changes to schedule, whenever possible.

#### 4.5 Public Complaints

No citizen shall be denied the right to present a complaint about school personnel to the Board. Normally, the complainant shall be requested to discuss the complaint in the following manner:

- A. with the teacher(s) involved;

- B. Building Principal;
- C. Superintendent; and
- D. School Board.

If the Superintendent deems it desirable or necessary, the Superintendent may discuss the matter jointly with the teacher and complainant.

If it is necessary for the Board to review the complaint, all parties involved shall be asked to attend, including a Union representative who may speak or otherwise participate at such review. Such review shall be conducted in closed session, unless the Union and the Board agree otherwise.

#### 4.6 Teacher Evaluation

The Board and Union recognize that teacher evaluations are tools for helping to improve teachers' performance and effective personnel management.

The Board and Union have developed a teacher evaluation plan that is consistent with the requirements of the *Illinois School Code*. Teacher evaluations shall be conducted according to the handbook developed by the Performance Evaluation Reform Act Joint Committee.

#### 4.7 Personnel Files

There shall be only one file kept for each teacher. Before any reports, other than credentials and letters of reference, are placed in the file, the teacher shall be given the opportunity to read and initial such papers. In any case, where a teacher disagrees with any such report, the teacher may submit a written statement of specific objection and reason therefore. The teacher's specific objection shall be filed in the folder along with the report in question.

#### 4.8 Teacher Assignments

The Administration shall notify each teacher no later than 30 days before the end of the school year of the teaching assignment for the following year. If any change in assignment occurs thereafter, the Administration shall notify affected teacher(s) when that change occurs.

If an involuntary change is to occur, the affected teacher shall be notified in person, at a scheduled meeting with Administration. Such meeting shall occur at a mutually convenient time, after instructional time (i.e. the students' day).

#### 4.9 Posting of Vacancies

If a vacancy occurs in a teaching position, the notice of vacancy will be posted by the Administration on the District website, emailed to all teachers, and provided to the Union President.

When a vacancy is posted prior to the distribution of assignments for the following year (no later than thirty (30) school days prior to the end of the school year according to the previous section), staff members who wish to apply for the positions should contact the principal of the relevant school via email. The staff member must supply documentation of qualifications for the posted position.

Principals will conduct an expedited interview with all internal applicants who express interest in

a posted vacancy. Comprehensive interviews with external applicants may also occur during this time frame.

After assignments for the following year have been distributed, internal applicants who are interested in posted vacancies must submit an internal application via the district's online application system.

All internal applicants will participate in the comprehensive interview process along with selected external candidates.

#### 4.10 Committee Membership

For the good of the District, from time to time, it is necessary that committees of teachers and administrators be formed to work on desired programs, plans, and activities, as a normal responsibility of the job. If asked by the Administration to so serve on a committee, that teacher shall do so, unless unusual circumstances prohibit such service. Teachers in such unusual circumstances must have the approval of the Building Principal in order to be excused from a specific committee's service.

Additionally, it may be necessary that individual teachers or groups of teachers attend meetings or programs related to the district, its programs, or its students. Such meetings or programs may be conducted during the school day, or before or after school.

Reasonable judgment shall be used on the part of the Administration so that no teacher becomes overburdened with committee work.

It is recognized that some committee work may lead to curriculum development as defined by 4.12.

#### 4.11 Professional Growth

The Board of Education of District 113A endorses and encourages all full-time and part-time teachers to participate in college classes to further their professional growth.

#### 4.12 Curriculum Development

- A. The Board recognizes the value of teacher involvement in the development of curriculum and will provide opportunities for collaborative teacher/administrator recommendations in this regard.
- B. Teachers may be offered employment for the specific and sole purpose of the development of curriculum as agreed to by the Teacher and the Superintendent with the intent that the curriculum be implemented across an entire grade level or department or that the curriculum be developed for broad application in the District. Compensation for such work shall be provided as follows:
  - 1. Curriculum Committee work will be performed using release time.
  - 2. Subcommittee work compensation will be either paid at the hourly rate listed in

Appendix B for curriculum development or such work will be done using release time. The decision as to whether to offer this work for pay or on release time will be made by agreement of the Superintendent/designee and the writers/developers. Any such agreement will also specify the amount of time anticipated to complete the work.

3. Individual work will be performed by the teacher, who may elect to be paid at the hourly rate listed in Appendix B for curriculum development or to use release time. Prior to beginning such work, the teacher(s) and Superintendent/designee will agree on the amount of time anticipated to complete the work.

- C. Payment shall be made within two (2) pay periods of the time following completion of the curriculum project.

#### 4.13 Relocating

In the event that a teacher is relocated to another place in his/her building or to another building in the District, the teacher shall make the Administration aware of the assistance that he/she will need for the relocation, and the Administration will provide appropriate assistance to ease the relocation.

#### 4.14 Internal Substitution

The administration shall make every effort to obtain qualified substitute teachers at all times. Internal Substitution is defined as the circumstance when a certified staff member is asked to teach a class for an absent or unavailable colleague during what would otherwise be preparation or duty free time. When substitute teachers cannot be obtained, members of the certified regular staff may be used on a per period basis. The administration shall maintain a list of teachers who have volunteered for internal substitution ("volunteer list"), and a list of teachers who may be involuntarily assigned to internal substitution ("non-volunteer list"). When internal substitution is necessary, teachers on the volunteer list will be assigned on a rotating basis. If teachers on the volunteer list are unavailable, teachers on the non-volunteer list may be assigned on a rotating basis. The rate of pay for certified staff internal substitution is listed in Appendix B.

#### 4.15 Overload Compensation

When a teacher is assigned to teach an additional academic class or resource period in lieu of an individual planning period for the entire school year or for a full semester, the teacher shall be compensated for the loss of the individual planning period on a prorated basis of the teacher's base salary, based upon the total teacher workday (i.e., base salary divided by the number of class periods per day at the middle school level; prorated based upon instructional minutes taught at the elementary level). However, the additional responsibilities which serve as the basis for compensation under this clause shall not be used as the basis for compensation under any other clause of this Agreement (e.g. Section 4.2, etc.), and provided that the administration shall seek volunteers for such assignments to the extent possible before making an involuntary assignment. Involuntary assignments may be made if qualified volunteers are not available from the staff.

#### 4.16 Class Size

The Board and the Union recognize the importance of and the educational desirability of maintaining class sizes as small as possible. The parties recognize that fluctuations in class size

are an unavoidable feature of school conditions in an area of population growth, and the Board shall use its best efforts to take practical measures to ameliorate the stresses on working conditions caused by growth, and to reduce class size when and to the extent practical in consideration of financial and space limitations and the best interests of the District. In determining class sizes, special consideration shall be given to the number of special needs students (i.e. special education, Title I, and English Language Learners) assigned to a class or team.

4.17 Mandated Training

Teachers will complete mandated training that is available online. Teachers will be notified of the deadline for completing such training by the Administration.

**ARTICLE V**  
**LEAVES**

5.1 Bereavement Leave

All teachers shall be allowed up to five (5) paid workdays for each incidence of death of a member of the immediate family or household.

The term "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Those days should be taken within reasonable proximity following the death. However, more flexibility in scheduling the use of such days may be available with the approval of the Superintendent after explanation by the teacher.

5.2 Personal Leave

Except as noted below, each teacher will be allowed to use two (2) paid days per year for personal leave, with the approval of the Building Principal. Personal leave days for part-time teachers are limited to the length of their normal workday. Personal leave days shall be used for emergencies, religious holidays, or for purposes of attending to personal business beyond the control of the teacher, which cannot be conducted during non-school hours or non-school days.

Personal leave may not be used: (1) on institute days; (2) during the first or last five (5) days of school; (3) for vacation, travel or other such purposes; and/or (4) to extend a school holiday or vacation period. However, in extenuating circumstances, a teacher may request approval from the Superintendent to use personal leave during these times. Such request will include the reason the leave is needed during the restricted time and supporting evidence. The decision of the Superintendent to grant or deny any such request will not be precedential or subject to the grievance procedure.

Except in cases of emergency, written advance notice of the use of personal leave will be submitted two (2) school days prior to the date of the leave to the Building Principal. In the case of an emergency, the teacher must provide reason for the leave as soon as possible.

Personal leave may not be used in increments of less than one half day at a time. Unused personal leave days will be added to the teacher's accumulated sick leave at the end of the school year.

Upon notice to and approval of the Superintendent, a teacher may use one sick leave day as a third

personal leave day. The Superintendent's decision will be rendered within 48 hours of receipt of the request whenever practicable.

### 5.3 Sick Leave

Each teacher shall be entitled to annual sick leave based upon the teacher's accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	Annual Sick Leave Allocation
Less than 50	10
50 – 74	12
75 and more	15

The determination of the annual sick leave allocation shall be based on the teacher's accumulated sick leave as of the last teacher work day of the previous year. Sick leave may accumulate without limitation. If a teacher does not serve the full term of a work year, the absence allowance shall be prorated in proportion to time served.

Sick leave is available for personal illness, quarantine at home, serious illness in the immediate family or household, death in the immediate family or household, or for birth, adoption or placement for adoption. The term "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave use for the birth of a child is limited to 30 days unless more is needed, as certified by a physician, and available. Sick leave use for adoption or placement for adoption is limited to 30 days. Sick leave use relating to the birth of a child(ren) must be taken contiguous to the birth event.

The School Board may require a physician's certificate in accordance with the provisions of Section 24-6 of the Illinois School Code.

### 5.4 FMLA (\*SEE CHART)

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

- A. "Eligible Teacher" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve months preceding the period of the requested leave.
- B. Eligible teachers will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
  - 1. The birth of a child, and to care for the newborn child.
  - 2. The placement with the teacher of a child for adoption or foster care, and to care for the newly placed child.

3. To care for the teacher's spouse, child, parent or member of the teacher's household with a serious health condition.
4. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
5. For certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

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

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method, each time a teacher takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.
- D. Teachers taking FMLA leave to care for a child, spouse, parent, member of the teacher's household or the teacher's own serious health condition may use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period of FMLA leave for the birth and care of a newborn child during which the teacher is unable to perform one or more of the functions of his or her job, the teacher may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.
- E. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the teacher, family member, or member of the teacher's household, a teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable. Whenever feasible, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of intent to return from the leave.
- F. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

#### 5.5 Parental Leave (\*SEE CHART)

A tenured teacher shall be permitted an unpaid parental leave in accordance with the following:

- A. Application for such leave shall be made in writing to the Superintendent at least sixty (60) calendar days prior to the expected start of the leave. This parental leave shall begin on the date agreed upon by the teacher and Superintendent or designee.

- B. The teacher and the Superintendent or designee shall discuss a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors relative thereto. The leave shall not exceed the balance of the school year in which it commences plus one additional school year. Only for the purposes of this section, the school year is defined as one year from the first official workday of the school calendar.

To ensure continuity of instruction for the students, a maximum of two (2) transition days (the substitute and the teacher working together) may be scheduled at the beginning and end of the leave period, as determined by the principal or immediate supervisor. The transition period may be extended by one (1) day under extenuating circumstances as defined by the principal or immediate supervisor.

- C. Available sick leave may be used for an illness prior to the start of a parental leave. Any accumulated sick leave available at the commencement of the parental leave shall be available to the teacher upon return from parental leave.
- D. Once a teacher has exhausted his/her FMLA Leave, he/she may continue insurance coverage by paying the full insurance premium at his/her own expense, if allowed by the District insurance carrier.
- E. Teachers must work at least one-hundred and twenty (120) days during a school term to advance on the salary schedule and/or earn a year toward seniority.
- F. By March 1, a teacher returning from parental leave must advise the Superintendent of his/her intent to return for the next school year. A physician's certification that the teacher is capable of performing his/her duties may be required.
- G. A tenured teacher who has previously taken a parental leave of absence shall not become eligible for a subsequent parental leave under this Section unless and until such teacher has returned to full-time service for at least one (1) complete school year, provided, however, that under exceptional circumstances the Board may grant such a leave in its sole, absolute and non-reviewable discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this section shall prohibit an employee from utilizing the leave provisions of the FMLA.
- H. The Board may approve parental leave for a non-tenured teacher subject to all of the foregoing.

#### 5.6 Coordination of Leaves (\*SEE CHART)

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

- A. For that portion of the pregnancy and recovery period where the teacher is physically unable to perform the functions of his or her job, the teacher may use paid accumulated sick and personal leave. During this time of disability, the leave will also be considered qualifying FMLA leave.
- B. Beginning with the period of disability preceding the birth of the child, or when the

adopted child is received, the teacher may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the teacher has used in the twelve months preceding the start of the requested leave. During the period of FMLA leave in which the teacher is unable to perform the functions of his/her job, the teacher may use any accumulated sick and personal leave (for conditions for which sick and/or personal leave is applicable). Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid. The teacher will be allowed to continue in the District's health insurance program provided the teacher pays his/her required share of the monthly premium.

- C. A teacher may elect to take parental leave pursuant to Article 5.3 in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article 5.3. While sick leave is not available for use during the period of parental leave, any portion of the leave that qualifies for FMLA leave will be deducted from the teacher's remaining allotment of FMLA leave. Subject to the approval of the District's insurance provider, a teacher on parental leave may continue to participate in the District's health insurance plan by paying all of the required premiums.

**\* SHORT TERM AND PARENTAL LEAVE OPTIONS**

	<b>Sick Leave (Section 5.3)</b>	<b>Family and Medical Leave Act Leave (Section 5.4)</b>	<b>Parental Leave (Section 5.5)</b>
Eligibility	All teachers	All teachers employed at least one year and who have worked at least 1250 hours during the 12 months preceding the start of the leave	All teachers
Maximum Length	Until sick leave is exhausted	12 weeks during any 12-month rolling period	Remainder of school year plus one additional school year
Application Date	As soon as need for sick leave is known	Foreseeable: 30 days prior to start of leave Unforeseeable: as soon as practicable	No later than 60 calendar days before the expected start of the leave
Return to Work	When sick leave is exhausted or need for leave is removed	Notify District in writing of intent to return 30 calendar days prior to end of leave	Notify District in writing by March 1st of final school year of leave of intent to return to work
Insurance	Premiums paid as though teacher was working	Premiums paid as though teacher was working	Premiums paid by teacher unless part of an FMLA leave
Paid/Unpaid	Paid	Paid if teacher has sick leave available and leave would qualify for sick leave use. Otherwise, unpaid	Unpaid

**5.7 Sabbatical Leave**

Sabbatical leave may be granted only in accordance with the applicable provisions of the Illinois School Code Section 24-6.1.

**5.8 Jury Duty**

A leave of absence with pay shall be granted to any teacher who serves jury duty. Days served on jury duty shall not be subtracted from sick leave or personal leave. Any jury duty pay received shall be retained by the teacher.

## 5.9 Teacher Incapacity

Tenured teachers who fail to perform their assigned duties due to physical or mental incapacity after exhaustion of available sick leave or who are reasonably suspected by the Superintendent of being permanently incapacitated may be considered for an incapacity review by the Superintendent and subject to dismissal or other appropriate action by the Board. This section does not, however, limit the Board or the Superintendent from exercising their authority under Sections 24-5 and 24-6 of the School Code. The following procedures shall apply to incapacity reviews:

- A. Consultation among the teacher, the Superintendent, and the Administrator directly involved with the teacher must take place, if the teacher is reasonably available, to discuss the review. If the Superintendent decides to continue with the review after the conference, the teacher shall be notified in writing with an explanation of the reasons for the review.
- B. At the expense of the District, the Superintendent shall arrange for examination(s) of the teacher with qualified physician(s) of the Superintendent's choice. At his/her own expense, the teacher may arrange for a similar examination. Such examinations must take place within a reasonable period of time after notification of the review to the teacher is made.
- C. If, in the opinion of the two physicians, the teacher's condition is not of an incapacitating nature and will not adversely affect the teacher's ability to perform assigned duties, notification of such shall be given to the teacher and no further steps shall be taken. No documentation pertaining to this procedure shall be placed in the teacher's file.
- D. If, after review by the Administration, any action is to be recommended by the Superintendent to the Board, notice of the recommendation shall be sent to the teacher.
- E. Before any action is taken by the Board, the teacher shall be offered a reasonable opportunity to present facts and pertinent information to the Board in closed session.
- F. The decision of the Board after the review shall be reduced to writing. A copy, including the action of the Board, shall be sent to the teacher. If the Board determines that the teacher is incapacitated, the teacher shall be granted up to one year's leave of absence, with the Agreement of the teacher and the Board. Sixty (60) days before the leave terminates, another review under steps B, C, and D above shall be held. If, at that time, new medical documentation shows that the teacher is not incapacitated and is capable of full performance, the teacher shall be reinstated at the termination of the leave in a position of which the teacher is qualified. The leave shall be without pay or other benefits after available sick leave has been exhausted. A teacher on a leave of absence after exhaustion of sick leave may continue to participate, at the teacher's expense, in the group health insurance plan, as allowed by the insurance company. If the new medical documentation

indicates that the teacher is still incapacitated and not capable of full performance, the teacher shall be deemed permanently incapacitated and shall be dismissed.

5.10 Injury on the Job

A teacher absent due to injury on the job shall be entitled to keep any workers' compensation check to which he is entitled under the Workers' Compensation law and shall not be required to use sick leave days for the period of absence.

5.11 Sick Leave Bank

Effective July 1, 2016, after four (4) full years of employment in the District, any teacher who has accumulated at least twenty (20) Sick Days shall be eligible to participate voluntarily in the "Sick Leave Bank." Eligible teachers employed by the Board prior to July 1, 2016 may participate in the Sick Leave Bank after two (2) full years of employment. Decisions regarding the Sick Leave Bank shall be made by a Sick Leave Bank Committee, which shall be composed of eleven (11) members. The members shall include at least two members of the Teacher's Bargaining Unit from each school, one member of the Support Staff Bargaining Unit, and one non-affiliated or administrative staff member, and the Union President.

The Sick Leave Bank Committee shall provide a copy of the rules regarding the Sick Leave Bank to the District Business Office.

The Sick Leave Bank Committee shall also provide a report to the District Business Office, which indicates participating teachers' deposits into, and withdrawals from, the Sick Leave Bank.

**ARTICLE VI**  
**FRINGE BENEFITS/FULL TIME TEACHERS**

6.1 Health Insurance

The Board shall maintain a major medical group health insurance plan.

A. Single Coverage

The Board will pay the cost of single coverage except that each teacher who elects PPO or HSA single coverage shall contribute fifteen percent (15%) toward the cost of single coverage and each teacher who elects HMO single coverage shall contribute five percent (5%) toward the cost of HMO single coverage.

B. Family Coverage

The Board will pay the cost of family coverage except that each teacher who elects PPO or HSA family coverage shall contribute seventeen and one-half percent (17.5%) toward the cost of family coverage and each teacher who elects HMO family coverage shall contribute ten percent (10%) toward the cost of HMO family coverage. Teachers who elect coverage for their spouse when their spouse has access to health insurance coverage through the spouse's employer will be required to pay a monthly spousal surcharge of one-hundred and

fifty dollars (\$150).

Except as set forth in this Section 6.1, the features of the health insurance plan, the coverage provided, or the employee contribution percentage, shall not be changed for the life of this Agreement, unless approved by the Board and the Union.

C. Premium Reduction for Wellness Participation

Teachers who participate in the wellness program (including wellness blood draw and biometric screening) will receive a five percent (5%) reduction in their required premium contribution. Employees who fail to maintain the required participation following the wellness blood draw and biometric screening will be required to reimburse the Board for the premium reduction received through salary reduction over the following year.

For teachers with family coverage, the teacher's spouse must also participate in wellness for the teacher to receive the family premium reduction. Spouses who had a qualifying blood test within 4 months prior to the District Wellness Day(s) may submit the Physician's Certification form to the Business Office for said blood test to qualify for a 5% premium reduction.

The Business Manager will notify employees of the date(s) of the Wellness Day(s) at least 30 days prior to the Wellness Day(s).

D. Cost Sharing

If the benefit cost as calculated in these negotiations (that is, the total PPO HSA and/or HMO premiums) increase by more than eight percent (8%) in either 2016-17 2017-18, or 2018-2019, the Insurance Committee will review the plan(s) and make plan design change recommendations to reduce the cost of the increase. If the teachers fail to ratify the changes recommended by the Insurance Committee, the teachers will be responsible for the entire premium increase over eight percent (8%) for the cost of the plan chosen by the teacher (i.e., single or family and PPO, HSA or HMO). Recognizing that all plan expenses will be covered at the 80% - 20% level, there are expenses for diagnostic services and home health care expenses that the Union's members might prefer be covered by the plan at 100%. In the event the Union prefers that such expenses be fully covered (i.e. 100%), the District Insurance Consultant will determine the additional premium cost incurred to retain the designated 100% coverage for the diagnostic and home health care expenses noted above. Any such adjustments will require the approval of the Board and Union leadership. In the event the Committee is unable or unwilling to find such savings, all covered plan expenses will be covered at the 80%-20% level.

6.2 Insurance Committee

The Board and the Union shall convene a joint, on-going insurance committee consisting of an equal number of employee representatives from the three (3) bargaining units and Board

representatives appointed by the Board. The number of employee representatives appointed by the president of each bargaining unit will be proportionate to the number of employees in the bargaining unit. The parties may include, as needed, resource persons necessary for the committee to complete its task.

The Insurance Committee will meet at least quarterly. The Insurance Broker for the District will participate in Insurance Committee as appropriate.

The purpose of the Committee will be to review the District employee health insurance program and make recommendations, if any, to the Board and the Union relative to changes in plan design, cost containment, cost reduction, or expanded/enhanced coverage. Recommendations from the Committee must be approved by the Board and the Union prior to implementation. The Committee will examine and recommend ways to expand wellness options and participation.

The Superintendent and the Union President will cooperate in setting Committee meeting agendas, determining the frequency and date of Committee meetings and facilitating the Committee process, if necessary.

### 6.3 Dental Insurance

The Board shall maintain a group dental insurance plan. The Board shall pay the full cost of single and dependent coverage under the District's dental plan.

### 6.4 Life Insurance

The Board shall provide \$50,000 of group term life insurance to each teacher.

### 6.5 Teacher Retirement

There shall be available for the duration of this Agreement a District Retirement Plan as follows:

#### A. Eligibility:

In order to be eligible to participate in this District Retirement Plan, the teacher must meet each of the following eligibility criteria:

1. Completed at least fifteen (15) years of full-time teaching service in District 113A; and
2. Meet the age and service requirements for and has filed for participation in a retirement plan offered by the Teachers' Retirement System of Illinois (TRS) that does not require an employer/Board contribution or penalty; and
3. Retires at the end of a school year but no later than June 30, 2022, provided the required notice (below) is given during the life of this Agreement.

The District Retirement Plan is not available to any teacher who elects to participate in the TRS Early Retirement Option or any other TRS program which requires an employer/Board contribution or penalty, or if a penalty will be due from the District for exceeding the 6% salary increase limitation.

B. Process:

Eligible teachers wishing to receive the benefits of this section must submit an irrevocable written notice of intent to retire to the Superintendent no later than February 28 of any year of this Agreement.

A teacher's notice of intent to retire may only be rescinded (and then, only if a replacement teacher has not been hired or the Board has not acted to reduce the number of teachers employed) for one or more of the following reasons:

1. Death of a spouse; or
2. Disability of the teacher or spouse; or
3. Other reasons of compelling emergency as determined solely by the Board. The Board's decision in such situations shall be non-reviewable and non-precedential with respect to granting or denying subsequent revocation requests.

In the event the Board permits a revocation, any benefits paid to the teacher under this provision in anticipation of retirement must be repaid. Such repayment will be made pursuant to an agreement between the teacher and the Board or designee. In the event no such agreement is reached, the repayment must occur within two (2) years of the approval of the revocation by the Board.

C. Benefits:

The following benefits are available to eligible teachers:

1. Sick Leave

Each eligible teacher shall be entitled to the payment for unused sick leave days at \$20 per day for each unused sick leave day (not used for TRS credit) accumulated in the District, less any sick leave days donated to the Sick Leave Bank. The payment of this amount will be made after the effective date of retirement and after the teacher receives his/her final paycheck; and

2. Health Insurance

The Board shall pay ninety percent (90%) of the premium for TRIP Managed Care single coverage for the retiree until age 65 or Medicare eligibility, whichever is first, to the Teachers' Retirement System.

3. Service Stipend or Compensation Increase

Each eligible teacher will receive ONE of the following benefits:

Service Stipend: a service recognition stipend of \$500 for each full year of teaching

service in District 113A. Each eligible teacher will have the choice to receive this stipend as a lump sum post-retirement or to use it to increase his/her TRS creditable earnings.

In the event the compensation to which a teacher would otherwise be entitled under the provisions of this Agreement in each of the years prior to retirement hereunder is less than six percent (6%), an eligible teacher may elect to have the Board deduct sufficient dollars from this service recognition stipend to increase the teacher's TRS creditable earnings by six percent (6%) over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District. This increase would occur beginning in the school year in which the teacher gives notice of retirement.

A retiring teacher may receive no more than four (4) years of six percent (6%) creditable earnings increases under this plan. In the event the amount of the service recognition stipend exceeds the amount necessary to increase a teacher's TRS creditable earnings by six percent (6%) for each remaining year of a teacher's employment in the District, the remainder of the service recognition stipend will be paid after the effective date of retirement and after receipt by the teacher of his/her final paycheck.

If an eligible teacher elects to receive this benefit as a lump-sum post-retirement payment, the service recognition stipend will be paid after the effective date of retirement and after receipt by the teacher of his/her final paycheck.

A teacher for whom an extra-duty stipend or additional creditable earnings was part of the teacher's creditable earnings in the school year prior to the school year in which retirement notice is given, and who gives up the duty in any year prior to retirement, will have the stipend or payment for such duty subtracted from creditable earnings before the relevant six percent (6%) increase is applied. Under no circumstance may a participating teacher receive a creditable earnings increase exceeding six percent (6%) over the prior year's creditable earnings.

OR

**Compensation Increase:** a creditable earnings adjustment for the school year during which the notice is given by 6% over the prior year's creditable earnings. Thereafter, the teacher's creditable earnings will be increased by 6% in each of the remaining school years of employment, up to a maximum of four (4) years.

The increases will be part of the teacher's regular pay and shall be paid equally as part of the employee's regular paychecks. However, the Board and the Union agree that the payment of this retirement incentive, together with any other increase in creditable earnings, will be adjusted as necessary such that the sum of the increase shall not result in more than a 6% increase in the teacher's TRS creditable earnings for the previous year.

A teacher for whom an extra-duty stipend or additional creditable earnings was part

of the teacher's creditable earnings in the school year prior to the school year in which retirement notice is given, and who gives up the duty in any year prior to retirement, will have the stipend or payment for such duty subtracted from creditable earnings before the relevant six percent (6%) increase is applied. Under no circumstance may a participating teacher receive a creditable earnings increase exceeding six percent (6%) over the prior year's creditable earnings.

D. Duration

The District Retirement Plan, as set forth in this Article, will only be available for the duration of this Agreement. In order to receive the benefits set forth in this Article, a teacher must elect to retire effective no later than June 30, 2022. Participating teachers, who elect to retire under the provisions of this Article and not later than June 30, 2022, will receive the benefits of and only the benefits of this Plan. Regardless of the participation and experience in the implementation of this Agreement, in no event will this Agreement create an expectancy of a property interest among teachers, who have not submitted an irrevocable letter of intent to retire to the Superintendent by February 28, 2019, nor will this Plan be regarded as a policy, custom, practice, or contractual agreement between the parties beyond such date. Nothing in this Agreement, however, will be deemed to prohibit the parties from mutually agreeing to amend this Plan or to continue this Plan during or after the term of this Agreement.

E. Miscellaneous

1. For purposes of determining eligibility, a teacher's experience with the District shall include experience with the C.A.S.E. Co-op., provided co-op experience was immediately prior to employment with the District.
2. The Board may limit the number of retirees annually to 10% of those who meet the eligibility requirements, but in no event less than 6.

## **ARTICLE VII**

### **SALARY AND COMPENSATION**

7.1 Pay Periods/Direct Deposit

Teachers will receive 26 paychecks, beginning with the first Friday of the 2017-2018 fiscal year. Paychecks will be distributed every other Friday thereafter. If a pay date occurs on a holiday, the pay date becomes the last day the District Office is open. The Business Office will inform staff of the payroll dates annually.

Throughout the duration of this Agreement, Teachers will receive an annual letter that notifies them of their base salary.

The Board utilizes a direct deposit program and bargaining unit members are strongly encouraged to participate in the direct deposit program. The District will follow the same pay schedule as outlined above with direct deposit. Except in extenuating circumstances, teachers electing this option may not change this election prior to the start of the school year following initial election of

direct deposit. Any change in the teacher's bank selected for direct deposit requires 30 calendar days notice prior to the effective date of the bank change.

## 7.2 Salary

Starting salaries for those new to teaching are set forth in the attached Starting Teachers Salary Schedule (Appendix A).

For the 2016-2017 school year, each Teacher shall receive a base salary increase of 3.5% over the 2015-2016 base salary. This increase will be paid retroactive to the first pay period of the 2016-2017 school year.

For the 2017-2018 school year, each Teacher shall receive a base salary increase of 2.5% over the 2016-2017 base salary.

For the 2018-2019 school year, each Teacher shall receive a base salary increase of 2.5% over the 2017-2018 base salary.

In the event a Teacher attains a lane change during the 2016-2017, 2017-2018 or 2018-2019 school year, he or she shall receive the following salary increase, which shall be applied to the Teacher's salary before the above-mentioned annual percentage increase:

1. BA to BA +15: \$2,440.
2. BA +15 to Master's: \$3,265.
3. Master's to Master's +15: \$1,745.
4. Master's +15 to Master's +30: \$1,745.
5. Master's +30 to Master's +45: \$2,635.

The Board and Union agree that should any two (2) of the following events occur before August 1, 2018, there is no agreement on salaries or lane changes for the 2018-2019 school year, and salary and lane changes shall be negotiated by the Board and Union:

1. Pension shift: any legislatively mandated increase in the Board's required employer contribution to TRS;
2. Property tax freeze: any freeze or reduction in property tax revenue as a result of newly enacted legislation; or
3. State aid: any decrease in general state aid of 10% or more than the 2015-2016 allocation.

### A. Teachers Returning from Leave

Teachers must work at least one-hundred and twenty (120) days during a school term to be paid the negotiated salary increases in this Agreement and/or earn a year toward seniority.

### 7.3 Salary Adjustment

In order to receive lane advancement for coursework completed, claimed coursework must be:

- A. Earned after the last highest degree earned;
- B. From a nationally or regionally accredited college or university;
- C. Be completed with a grade of at least "B" (or "Pass" or "Credit" where relevant); and
- D. In graduate courses or required undergraduate prerequisite courses approved by the Superintendent or designee toward:
  - 1. The completion of a degree in the field of education and/or the subject area in which teaching service will be provided,
  - 2. Additional State of Illinois certification or endorsement in subject areas, specialist areas, supervision or educational administration,
  - 3. Professional renewal in areas of assignment or existing certification, or
  - 4. Professional development through college course credit programs that are approved by the District for on-going instructional improvement.

Successful completion must be verified through an official transcript filed with the Superintendent or designee by the last business day in September to allow appropriate adjustments retroactive to the beginning of the school year.

Teachers may not advance more than one lane/column within a school year (July 1–June 30). In order to achieve placement in the Master's lane and beyond, a teacher must have earned such advanced degree.

### 7.4 Teachers' Retirement System Contribution

The Board will deduct on a before tax basis by reduction from each Teacher's salary (as salary is defined by the Teachers' Retirement System) the required member TRS retirement contribution and member THIS contribution, as required by Illinois law, and remit the member contribution to the Teachers' Retirement System of the State of Illinois on behalf of the Teacher to be applied for the retirement account of such Teacher. The parties intend for teachers' payment of their retirement contributions to be through the "salary schedule reduction method" as defined by the Teachers' Retirement System. Such withholding from teacher compensation will include any and all member contributions required to be paid by the teacher to the Teachers' Retirement System for the account of such teacher. Each teacher acknowledges that the District has no responsibility to pay any portion of the teacher's required member contributions to TRS. The Union and each teacher will indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, suits or other liability by reason of the faithful payment of contributions to the Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action or suit shall be settled or compromised in any manner without the express

written consent of both parties.

7.5 Professional Conference and Visitations

After written application to the Building Principal, and final written approval by the Superintendent, teachers shall be released with pay to attend conventions, professional meetings and workshops, or to visit exemplary programs. All such applications will be reviewed by the Superintendent. The written application shall be accompanied by an explanation of the link between the activity and the goals and visions of the District and instructional improvement. The Superintendent shall indicate which expenses shall be reimbursed by the District on the written approval. The Board recognizes importance of such activities and will consider ways to fund them.

If the District is not reimbursing expenses for the convention, professional meeting, workshop or visitation, teachers may request approval from the Superintendent, using the process described above, to attend the activity without using a personal day. If approved, each teacher may use up to one (1) such day per year.

7.6 Travel Compensation

Teachers who regularly travel between school buildings in the District using their personal vehicles for job-related purposes shall be compensated for that travel at the current IRS rate. This compensation shall be paid at the end of each trimester. Travel time that does not diminish the teacher's lunch time shall be provided.

7.7 Payroll Deductions

Upon written request from a teacher, the Board shall deduct from the teacher's regular paychecks up to four types of deductions and shall remit the designated amount to the payee designated by the teacher.

**ARTICLE VIII  
NEGOTIATIONS**

8.1 Successor Agreements

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting, which shall occur no earlier than February 1 and no later than March 1.

8.2 Mid Term Bargaining

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, except as otherwise specifically provided in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both

parties at the time they negotiated or signed this Agreement; provided, however, any subject may be reopened for negotiations upon the agreement of both parties.

## **ARTICLE IX**

### **DURATION**

This Agreement shall be effective as of July 1, 2016, and shall continue in full force and effect through June 30, 2019.

### **EXECUTION OF AGREEMENT**

This Agreement is signed this \_\_\_\_ day of January 2017, and is in effect from July 1, 2016 through June 30, 2019.

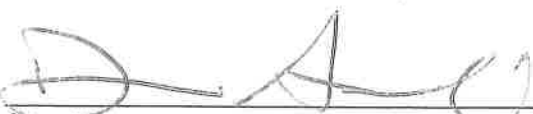
FOR LEMONT-BROMBEREK COUNCIL  
OF LOCAL 604

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION OF  
LEMONT-BROMBEREK COMBINED  
SCHOOL DISTRICT NO. 113A

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

## APPENDIX B

	Activity	Paid	2016-2019	Payout Dates
<b>MIDDLE SCHOOL</b>	Bus Duty A.M.	annually	\$426.05	Quarterly (Last pay Sept,Dec, March,June)
	Bus Duty P.M.	annually	\$426.05	Quarterly (Last pay Sept,Dec, March,June)
	Homework Club	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Saturday Detention Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Summer School teacher	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Team Leaders	annually	\$721.00	Quarterly (Last pay Sept,Dec, March,June)
<b>ELEMENTARY</b>				
	(11) Articulation Leaders	annually	\$524.36	Quarterly (Last pay Sept,Dec, March,June)
	(2) ASA Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Bus Duty P. M.	annually	\$426.05	Quarterly (Last pay Sept,Dec, March,June)
	(4) GROWL/HOWL Coordinator	annually	\$524.36	Quarterly (Last pay Sept,Dec, March,June)
	GROWL/HOWL Supervision	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
<b>DISTRICT</b>	(4) Service Club	annually	\$516.76	Quarterly (Last pay Sept,Dec, March,June)
	Curriculum Development	hourly	\$30.91	Quarterly (Last pay Sept,Dec, March,June)
	Internal Sub.	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Lunch Duty	hourly	\$30.15	Quarterly (Last pay Sept,Dec, March,June)
	Mentor - 1 Protégé	annually	\$655.46	Quarterly (Last pay Sept,Dec, March,June)
	Mentor - 1 Protégé & Council Leader	annually	\$917.64	Quarterly (Last pay Sept,Dec, March,June)
	Mentor - 2 Protégés	annually	\$917.64	Quarterly (Last pay Sept,Dec, March,June)
	Mentor Council Leader	annually	\$524.36	Quarterly (Last pay Sept,Dec, March,June)
	Scorekeeper	hourly	\$19.50	Quarterly (Last pay Sept,Dec, March,June)
	Supervisor	hourly	\$19.50	Quarterly (Last pay Sept,Dec, March,June)
	Timer	hourly	\$19.50	Quarterly (Last pay Sept,Dec, March,June)
	Trainee	hourly	\$19.66	Quarterly (Last pay Sept,Dec, March,June)
	Trainer	hourly	\$39.33	Quarterly (Last pay Sept, Dec, March,June)
	Tutoring, Home Hospitalization	hourly	\$30.91	Quarterly (Last pay Sept, Dec, March, June)

**APPENDIX C**  
**K-5 Collaboration Schedule**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Meeting Day 8:00-8:30 a.m.	Collaboration 7:35 a.m. – 8:30 a.m.		Collaboration 7:35 a.m. – 8:30 a.m.	
		Start Work Day 8:25 a.m.		Start Work Day 8:25 a.m.

**Collaboration Activities:**

- Data analysis
- Unit and assessment development/improvement
- Student concerns (discussions with social workers, psychologists, etc.)
- Professional development (tech, curriculum, instruction, assessment, behavior, etc.)
- State and other assessments

**Monday Meeting Activities:**

- Grade Level “nuts and bolts” (e.g., planning field trips, scheduling assemblies, MAP testing schedule, etc.)
- Cross grade level curriculum articulation (e.g., Literacy, Math, Science, Social Studies, SEL)
- PTO and Foundation presentations
- School event planning (e.g., Science Night, Stop Summer Slide, Literacy Night, Math Night)
- Online/software training (e.g., Discovery)
- Meeting with student teacher supervisors
- Allergy, asthma, diabetes or similar training

**Note:** When no activity is scheduled on a Monday, teachers may use time for online mandated trainings.

**The Superintendent and his/her designees will meet on a quarterly basis with the Union President and designees chosen by the Union President to discuss the progress and any concerns regarding the implementation of the contractual collaboration time. At these meetings the parties may bring up any issues or concerns expressed by the teachers in each school building. In particular, but not by way of excluding other topics, this group will review the quality of the collaboration meetings, the topics discussed and to be discussed, suggestions to remedy any concerns raised, and suggestions to improve the use of the time, if any.**

# MEMORANDUM OF UNDERSTANDING

## Extracurricular Stipend Schedule

The following extracurricular stipends shall be paid throughout the duration of the 2016-2019 Agreement:

Extracurricular Activity	Stipend 2016-2019
5th Grade Intramurals	\$ 1,165
5th Grade Service Club	\$ 1,165
Basketball, Jr. Varsity Boys - 7th Grade	\$ 2,098
Basketball, Jr. Varsity Girls - 6th & 7th Grade	\$ 2,098
Basketball, Varsity Boys - 8th Grade	\$ 2,799
Basketball, Varsity Girls - 8th Grade	\$ 2,799
Cheerleading, 6th through 8th Grade	Varsity- \$2098 / JV- \$1865
Chess - 6th through 8th Grades	\$ 2,098
Competition Cheer	\$500/coach
Crafty Crew	\$ 1,165
Cross Country, 6th through 8th Grades	\$ 1,981
Dance Team, Jr. Varsity - 6th & 7th Grade	\$ 1,865
Dance Team, Varsity - 8th Grade	\$ 2,098
Drama Club - 5th - 8th Grades	\$ 4,000
Jazz Band	\$ 2,330
Literature Club	\$ 1,165
Makerspace 3,4,5 [Science Club]	\$ 1,165
Makerspace 6,7,8 [Science Club]	\$ 1,165
Mathletes 1	\$ 1,165
Mathletes 2	\$ 1,165
National Junior Honor Society - Old Quarry Chapter	Head \$2335 / Asst. \$1403
Newspaper Club	\$ 1,165
Rotary Club	\$ 517
Scholastic Bowl	\$ 1,165
Science Club, 6th through 8th Grades	\$ 1,165
Sign Language Club, 6th through 8th Grades	\$ 1,165
Soccer, Boys - 7th & 8th Grades	\$ 1,865
Soccer, Girls - 7th and 8th Grades	\$ 1,865
Softball, Girls - 7th and 8th Grades	\$ 1,981
Student Council - 6th through 8th Grades	Head \$2335/ Asst. \$1402
Swimming, 6th through 8th Grades	\$ 1,865
Track, 6th through 8th Grades	\$ 2,098
Volleyball, Jr. Varsity Girls - 7th Grade	\$ 1,865
Volleyball, Varsity Boys - 6/7/8 Grades	\$ 1,865
Volleyball, Varsity Girls - 8 grade	\$ 1,981
Wrestling	\$ 2,336
Band Director 3,4,5	\$ 5,595.00
Band Director 6,7,8	\$ 5,595.00
Choir 3,4,5	\$ 1,165.00
Choir 6,7,8	\$ 1,165.00

## MEMORANDUM OF AGREEMENT

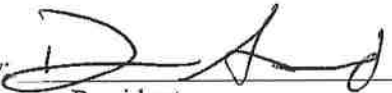
### STARTING TEACHER SALARIES

This Memorandum of Agreement is entered between the Board of Education of Lemont-Bromberek Combined School District 113A (BOARD) and the Lemont-Bromberek Council of AFT Local 604 (LOCAL), who are parties to a Collective Bargaining Agreement covering the 2016 – 2019 school years. The BOARD and LOCAL agree as follows:

1. The parties' 2016-19 Collective Bargaining Agreement contains in APPENDIX A the beginning salaries for non-tenured teachers for the 2016-17, 2017-18 and 2018-19 school years.
2. The BOARD and LOCAL agree to modify the APPENDIX A noted above by deleting the current APPENDIX and inserting, in its place, the APPENDIX A attached to this Memorandum of Agreement.
3. All other terms and conditions of the parties' Collective Bargaining Agreement shall remain unchanged and in full force and effect.

Board of Education  
Lemont-Bromberek Combined  
School District 113A

Lemont-Bromberek Council Local 604

By:   
President

By:   
President

Attest:   
Secretary

**Memorandum of Understanding**  
**between**  
**The Board of Education of Lemont-Bromberek Combined School District 113A**  
**and**  
**Lemont-Bromberek Council of AFT Local 604**

The Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois, ("Board" or "District"), and the Lemont-Bromberek Council of AFT Local 604 (the "Union"), who are parties to a Collective Bargaining Agreement, 2016-2019 ("Negotiated Agreement"), agree as follows:

**I. INSTRUCTIONAL COACHES AND DIGITAL TECHNOLOGY INTEGRATION SPECIALIST**

A. The parties agree that designated Reading Specialist positions and Digital Learning Coaches will be re-assigned to the following positions:

1. Reading Specialist to Instructional Coach
2. Digital Learning Coach to Technology Integration Specialist
3. Digital Learning Coach to Instructional Coach

Individuals assuming the positions of Instructional Coach and Technology Integration Specialist will be part of the bargaining unit and will be paid the same salary as when previously assigned to the position of Reading Specialist or Digital Learning Coach. Bargaining unit member, Kim Darche, will receive a stipend, in the amount of \$1,573.10 to mentor the Instructional Coaches.

**II. EXTRACURRICULAR ACTIVITIES STIPEND**


A. Effective upon execution of this Memorandum, when a bargaining unit member is no longer assigned to an extracurricular activity position, then later returns to the same extracurricular activity position as previously held, his/her stipend shall be at the starting amount for the extracurricular activity position identified in the Memorandum of Understanding setting forth the Extracurricular Stipend Schedule attached to the Negotiated Agreement.

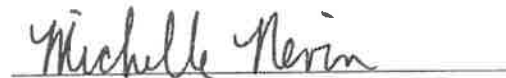
B. The Union agrees to withdraw any grievances or other challenges and agrees not to assist a Union member in any grievance or other challenges, to the amount of a member's stipend for assignment to an extracurricular activity position when the member is no longer assigned a position and later returns to the same extracurricular activity position. Further, the Union agrees to indemnify and hold harmless the Board, its officers and employees, in the event of any such grievance or other challenge to the amount of a member's stipend for assignment to an extracurricular activity position when the member is no longer assigned a position and later returns to the same extracurricular activity position.

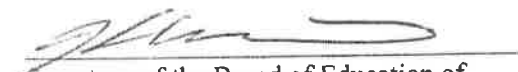
### III. SALARY SCHEDULE

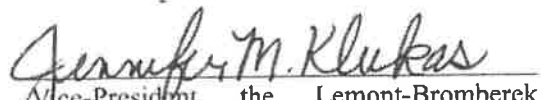
- A. The Parties agree that the Negotiated Agreement is amended to eliminate the Starting Teachers' Salary Schedule (Appendix A).
- B. The parties agree that a newly hired teacher shall receive a starting salary in the same amount as a similarly situated teacher with the same educational background and experience. In the event a similarly situated teacher does not exist, the Superintendent will determine an appropriate salary by considering educational attainment and years of experience. The Superintendent's recommendation will be shared with the Union President for comment.

This Memorandum of Understanding was agreed upon on by the Board of Education Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois, and the Lemont-Bromberek Council of AFT Local 604, on the 17th day of January 2018.

  
President of the Board of Education of  
Lemont-Bromberek School District 113A

  
President the Lemont-Bromberek  
Council of AFT Local 604

  
Secretary of the Board of Education of  
Lemont-Bromberek School District 113A

  
Vice-President the Lemont-Bromberek  
Council of AFT Local 604

The following salaries represent the starting salaries for each lane for the 2018-19 school year.

<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
1	\$44,138	\$46,523	\$49,703	\$51,393	\$53,081	\$55,204