

AGREEMENT

Between

**BOARD OF EDUCATION OF COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 64
COOK COUNTY, ILLINOIS**

And

THE PARK RIDGE EDUCATION ASSOCIATION

2009-2012

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**PROFESSIONAL NEGOTIATIONS AGREEMENT
BETWEEN
BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 64, COOK COUNTY, ILLINOIS
AND THE
PARK RIDGE EDUCATION ASSOCIATION**

PREAMBLE

WHEREAS, the Board of Education and the Park Ridge Education Association agree that this Agreement must be predicated upon the educational welfare of the students of the District; and

WHEREAS, the Board and Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the teachers insofar as such practices and procedures are not inconsistent with the statutory obligations of the Board to retain the right effectively to operate the District's schools and are consonant with the paramount interest of the public and the students of the District;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. Recognition

For purposes of negotiation, the Board of Education recognizes the Park Ridge Education Association as the exclusive representative of all teachers as defined above. Nothing contained herein shall abridge the rights of individual teachers to present their views and recommendations to the Board pursuant to established procedures, provided that professional negotiations for teachers shall be conducted only with the Association.

B. Definition of Terms

1. “Mutual Agreement” or “Mutual Consent” when used hereafter shall mean the assent of the majority of the members of each team.
2. The term “Association” or “PREA” when used hereafter shall mean the Park Ridge Education Association.
3. The term “Board” when used hereafter shall mean the Board of Education.
4. The term “teacher” when used herein shall refer to all professional certificated personnel employed on at least a 50% or more basis by the school district and whose salaries are determined by the Schedule for Professional Compensation.

ARTICLE II
BOARD RIGHTS

A. Board Powers and Rights

The Board, on behalf of the electors of the District, retains and reserves the ultimate right and responsibility for the proper management of the District in all of its various aspects, including but not limited to the responsibility for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees;
2. To direct, supervise, and place members of the teaching staff, and to determine whether teachers should be placed in contractual continued service;
3. To determine scheduling of classes, to establish, modify, or eliminate courses of instruction, specific programs, athletic, recreational and social events, as deemed necessary or advisable by the Board;
4. To establish rules and regulations and to revise, modify, or delete rules and regulations from time to time.

The exercise of the foregoing rights and responsibilities shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in violation of the Constitution and laws of the State of Illinois and the constitution and laws of the United States.

Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national, state, county, district, or local laws or regulations as they pertain to education.

B. Unauthorized Action

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any monetary obligation or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

ARTICLE III

NEGOTIATIONS SCOPE AND PROCEDURES

A. Scope of Negotiations

Those matters which are negotiable are salaries, hours, and other matters of economic welfare; grievance procedures; professional growth; and other matters mutually agreed upon which directly affect the quality of professional service.

The obligation of both parties to negotiate in good faith over the foregoing matters shall not be construed to compel either party to agree to a proposal or require the making of a concession.

B. Negotiation Procedures

1. **Negotiating Teams.** The Board and the Association each agree to negotiate in good faith with the designated representatives of the other party. No more than eight (8) representatives may be on either party's negotiating team. Within reason and where continuity of negotiations is maintained, replacement of team members may be made by either party. All negotiations shall be conducted exclusively between said teams. The expense of consultants shall be borne by the team requesting them.
2. **Meeting Procedure.** Unless the Board and Association have mutually agreed to an earlier bargaining commencement date, the first meeting of each negotiating year shall be held during the first week of April. Succeeding meetings will be held as required and on mutually agreeable dates, at least each month, until agreement has been reached. Meetings shall not exceed two and one-half (2 ½) hours duration unless extended by mutual consent. Each team will provide all reasonable information upon request.

As the first order of business, the negotiation teams shall develop and adopt an agenda listing those issues to be negotiated. After adoption of said agenda, no issue shall be added to the agenda without mutual consent of both negotiating teams.

3. **Progress Reports.** General progress reports may be issued during negotiations to the Association or Board. Public releases must have prior mutual consent until August 1. After August 1, public releases or statements may be made without mutual consent provided the other party is given 48 hours' advance notice. Subsequent releases or statements do not require either party to provide notice to the other party.

4. **Mediation.** If following good faith negotiations there is no reasonable expectation of reaching an agreement, either party may request in writing that the parties mutually agree to the appointment of a mediator by the Federal Mediation and Conciliation Service (FMCS). The mediator appointed by the FMCS shall not make public any recommendations without the express written consent of both parties. In addition, the parties shall adhere to the impasse procedures promulgated by the Illinois Educational Labor Relations Board (IELRB).

5. **Completion of Negotiations.** Upon the completion of negotiations between the respective negotiations teams, the Agreement shall be reduced to writing and shall be submitted first to the members of the Association and then to the Board for ratification.

ARTICLE IV
ASSOCIATION RIGHTS

A. Right to Organize

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

B. Non-Discrimination and Duty of Fair Representation

The Association shall fulfill its duty of fair representation to all teachers covered by this Agreement. The Association shall indemnify and hold the Board harmless from any and all liability that might arise if the Association fails to fulfill its duty of fair representation.

The Board shall not discriminate against any teacher covered by this Agreement with respect to hours, wages, terms or conditions of employment by reason of a teacher's membership or non-membership in the Association or participation or non-participation in negotiations and/or contract administration between the parties.

C. Pertinent Information to Negotiations

The Board shall furnish to the Association upon written request the most recent (1) annual financial report as reported on ISBE Form #50-35; (2) final annual budget as reported on ISBE Form #50-36; (3) tentative approved budget; (4) local audit and adopted budget; (5) information concerning each teacher's position (given anonymously) on the current salary schedule; (6) pupil enrollment data; (7) insurance and annuity program information; and (8) agency tax rate. The Association shall be provided with access to public information and records and have the right to make copies of public information and records of which no extra copies are available. Nothing herein shall require the Board to compile any information or data which has not already been compiled.

D. Board Agenda

The PREA may request to be placed on the agenda of a regular Board meeting in accordance with the Board's policies and procedures concerning same.

E. Board Meetings

The Board shall notify the Association of all regular meetings, special meetings, and committee meetings. The Board shall advise the Association of any cancellations or postponements of those meetings. The Association shall provide the Board with the name of the individual to whom such notification is to be given.

F. Board Minutes

The Association may obtain from the District website copies of the regular meeting minutes of the Board after said minutes have been officially approved by the Board. A copy of official Board minutes may be posted by the PREA in each school on the PREA bulletin board.

G. Use of District Facilities and Equipment

With the prior approval of the building principal or the Superintendent, the Association may use District equipment and facilities, provided said approval shall not be unreasonably denied. Such use shall in no case take precedence over school needs and any materials used or other costs incurred shall be reimbursed by the Association.

H. Interschool Mail/E-Mail Services

The Association President or his/her designee, by prearrangement with the appropriate District administrator(s), shall be permitted reasonable use of the interschool mail, e-mail, and voice mail systems and access to teachers' mailboxes for delivery of legitimate Association material.

I. Bulletin Boards

The Association shall be provided reasonable bulletin board space on one bulletin board per school for the posting of official Association notices and materials. The privileges granted by this section shall not apply to notices or materials of a partisan or political nature.

J. New Teachers

The District shall provide the names and addresses of new teachers covered by this Agreement after approval of their contracts by the Board.

K. Personnel Orientation

The Board shall continue to provide the Association with the opportunity to be the only teacher organization to participate in new teacher orientation.

L. Copies of Agreement

The District will provide the Association with copies of this Agreement so that the Association can distribute such copies to the teachers covered by this Agreement. The cost of printing and assembly shall be divided equally by the parties.

M. Association Leave

The Association shall be allowed up to twenty (20) days of non-accumulative leave in aggregate in any school year with pay where such leave is necessary for delegates designated in writing by the Association to attend the official state convention or other official Association workshops, conferences, meetings, legal proceedings or hearings not covered by Article X,

Section C.8, plus a maximum of eight (8) additional days of non-accumulative leave in the aggregate in any school year where a teacher(s) is selected to a regional, state, or national position in the organization. The Association shall reimburse the Board for the full cost of the substitutes employed to replace the absent teacher(s) who is on Association leave.

The Association President shall be released for one (1) day per month, not to exceed nine (9) days, for the specific purpose of transacting Association business. The Association shall reimburse the Board for the full cost of the substitute to replace the Association President.

When necessary and if mutually agreeable, the Superintendent and/or his/her designee may grant the Association President and/or his/her designee released time from teaching or other assigned responsibilities to discuss with the Superintendent matters related to the implementation of this Agreement.

N. Monthly Association Meetings

The District will make every reasonable effort to avoid scheduling after school meetings on the second Monday of each month when school is in session (or the third Monday in any month when school is not in session on the second Monday) which members of the PREA Governing Board would be expected to attend. In addition, if the Association President advises the Superintendent prior to the start of the school year of the scheduled date of not more than two general PREA membership meetings per school year, no after school District meetings will be scheduled on such date or dates which would involve the attendance of any teachers. Such general membership meeting(s) shall be scheduled on the second Monday of the month when school is in session (or the third Monday in a month when school is not in session on the second Monday).

O. School Calendar

Prior to adopting the school calendar, the Board Negotiations Team will consult with the Association Negotiations Team and will consider the recommendations of the teachers in not more than two meetings held outside the negotiating process. The leadership of the Calendar Committee shall normally consist of one PREA representative and one Administration representative. These meetings will total no more than six hours.

P. Policy Handbooks

Two (2) sets of *Board of Education Policies and Procedures Handbook* shall be provided for each school throughout the District, and four sets shall also be provided for the Association. Changes of policies or procedures shall be furnished to the Association President within ten days of the publication.

Q. Fair Share

During the term of this Agreement, all teachers covered by this Agreement who are not members of the PREA shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the PREA for the services rendered by the PREA in negotiating and administering this Agreement as

the exclusive representative of the teachers covered by this Agreement, provided that such fair share fee shall not exceed the PREA dues (including IEA and NEA dues) uniformly required of members of the PREA. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the PREA. The PREA shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the PREA and an affidavit which specified the amount of the fair share fee as defined above. The fair share fee collected from non-members shall not be used for contributions related to the election or support of any candidate for political office or for a member-only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the teacher and the PREA/IEA. If the affected non-member and the PREA/IEA are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The PREA/IEA 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 (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignments furnished under any of such provisions.

ARTICLE V

TEACHER RIGHTS AND CONDITIONS OF EMPLOYMENT

A. Academic Freedom

Within the scope of their duties and responsibilities, the Board and teachers recognize their responsibilities to protect and encourage the search for knowledge and its dissemination. Teachers should at all times try to be accurate, show respect for the opinion of others, and make every effort where appropriate to indicate that they are not institutional spokespersons.

B. Teacher Protection

The Board agrees to protect and indemnify teachers employed by the District and covered by this Agreement from suit to the extent provided by Section 10-20.20 of the Illinois *School Code*. A teacher shall report as soon as possible in writing to his/her principal and to the Director of Personnel all cases of assault and/or battery suffered by him/her in connection with his/her employment, and all facts concerning the incident. The principal or designee shall investigate the incident and shall provide appropriate assistance to the teacher and law enforcement authorities in the investigation of such incident.

In addition, the principal or designee shall acknowledge receipt by the end of next school day of any safety concerns about the work environment that are submitted to the principal by the affected teacher.

C. Length of School Day

Teachers shall be on duty thirty (30) minutes before the student attendance day begins in the morning and twenty (20) minutes after the student attendance day ends in the afternoon, plus whatever additional time is needed to complete their professional responsibilities. Teachers may be required to be in attendance for a reasonable number of professional conferences and meetings before and after the normal work day and shall be present on teaching days, conference days, institute days and workshop days in accordance with the school calendar adopted by the Board. All District-wide after school meetings, except Wednesdays (as noted below), shall not normally exceed one (1) hour in duration.

For teachers whose attendance is required at IEP conferences/meetings, the District will, under normal circumstances, endeavor to schedule such meetings during the normal work day. Teachers whose attendance is required for the purpose of IEP conferences/meetings that begin more than twenty (20) minutes before the start of the normal work day or extend more than sixty (60) minutes after the end of the normal work day shall be compensated at the then applicable hourly curriculum writing rate for the time that is more than twenty (20) minutes before the start of the normal work day or extends more than sixty (60) minutes after the end of the normal work day. To receive such additional compensation, the teacher must submit and verify a time sheet and forward it to the Pupil Services Office for payroll processing.

The normal work day in the middle school shall not exceed seven (7) hours and forty-five (45) minutes. The normal work day in the elementary school shall not exceed seven (7) hours and thirty (30) minutes. The normal work day for both the middle school and the elementary school shall not begin before 7:30 A.M. or end after 4:10 P.M.

On Wednesdays, student instruction time shall be shortened by twenty-five (25) minutes in the morning and by twenty-five (25) minutes in the afternoon, thereby resulting in the student attendance day ending fifty (50) minutes earlier than on other days of the week. On Wednesdays, both the morning and afternoon kindergarten classes shall be shortened by twenty-five (25) minutes each.

Notwithstanding the provisions of the preceding paragraphs, the normal work day of teachers on Wednesdays will end one (1) hour later than the regular student dismissal time.

On Fridays, the day on which Illinois and national general elections are held, and on the days before the Thanksgiving, Winter and Good Friday holidays, the normal work day for teachers shall end at the close of the pupil day.

The Board may require all teachers to attend at least one (1) Parents' Night in the fall and one (1) Open House in the spring. The Board may modify the basic school day for Parent-Teacher Conferences in order to schedule hours convenient to parents. If the Board modifies the basic school day to schedule evening Parent-Teacher Conferences, a compensatory half-day off on a conference day shall be granted to any teacher who is scheduled for evening Parent-Teacher Conferences.

The normal work day obligations of part-time bargaining unit teachers, including attendance at meetings, Open Houses, Parents' Nights, and Parent-Teacher Conferences, shall be reasonably related and appropriate to the extent of their part-time employment position.

If there is an agreement between the principal and the teachers at a given school, the normal entry time for students, which is five (5) minutes prior to the start of the regular student day, may be extended to up to eight (8) minutes prior to the start of the regular student day at that school. This agreement must be reached and renewed annually in the spring by a majority of the secret ballots cast by the faculty.

D. Duty Free Lunch Periods

The normal work day shall include an uninterrupted duty-free lunch period equal in length to that in effect during the 2002-2003 school year. On Wednesdays the "blocked" lunch period will "slide" to keep everyone in sync for the early dismissal.

E. Early Release Wednesdays

The normal cycle of monthly meetings and activities on early release Wednesdays will be mutually agreed on between PREA and the Board. Unless it is mutually agreed otherwise, none of the foregoing meetings shall begin until twenty (20) minutes after the Wednesday dismissal time for students. Since some teachers serve on multiple committees, it is understood that there will need to be some flexibility in scheduling the foregoing meetings and activities.

F. Length of School Year

The length of the school year for teachers covered by this Agreement shall not exceed 185 employment days unless otherwise agreed to by the parties. Annually, one (1) of the four (4) in-service days will be converted to a student attendance day, resulting in a total of 180 student attendance days; the remaining three (3) days shall remain as institute days.

If two (2) emergency days remain by February 1, one (1) shall be scheduled as a teachers' records day at the end of the second trimester. For the duration of the contract, two (2) records/planning days will be guaranteed so long as not more than four (4) emergency days in total are used.

G. Closing

When the schools are officially closed by the Superintendent, no leave day previously arranged by a teacher shall be deducted for any day that schools are closed.

H. Planning and Preparation Time

- 1. K-5 Teachers.** Insofar as practicable and provided there are enough special subject teachers employed by the Board, the Board will attempt to schedule one (1) planning period per day for full-time K-5 teachers. Said K-5 teachers shall use for their planning period the periods during which their classes receive instruction from music, art, foreign language, or physical education special subject teachers, unless from time to time they are asked by the special subject teachers to stay in the classroom to assist them. Such planning periods at the K-5 level, including common planning time, shall be used for preparation time and other instructional responsibilities. It is understood that reasonable administrative requests/needs to meet will be honored. Regular classroom teachers at elementary grades 2-5 shall be released from two (2) of the three (3) 25-minute periods of foreign language instruction each full week, thereby providing an additional fifty (50) minutes of planning time per week. First grade classroom teachers shall have an additional forty-five (45) minutes of planning time each full week, and during such additional planning time, instruction shall be provided by a certified teacher.

Full-time special subject teachers, LRC directors, instructional resource teachers, resource room teachers, speech and language pathologists, and social workers covered by this Agreement at the elementary level shall, under normal circumstances, receive administratively scheduled planning time of no less than five (5) 30-minute uninterrupted blocks per week and reasonably equivalent to that provided to other elementary classroom teachers for preparation time and other instructional responsibilities.

- 2. Middle School Teachers.** Full-time middle school teachers, LRC directors, special subject teachers, instructional resource teachers, speech and language pathologists, social workers, counselors, and resource room teachers at the middle

school level covered by this Agreement shall, under normal circumstances, receive administratively scheduled daily planning time totaling eighty (80) minutes, with no less than one (1) block of forty (40) uninterrupted minutes, per day where pupils are in full day attendance. If the Board is unable to obtain a substitute for a middle school teacher, it may assign, on an equitable and rotating basis, teachers to substitute for the absent teacher during their planning time. [If a teacher is so assigned, he/she shall receive \$25.63 for each period taught (\$26.27 for the 2010-2011 school year, and \$26.93 for the 2011-2012 school year)].

3. **Teacher Load.** Under normal circumstances, full-time middle school and special subject teachers at the middle school level shall not be required to teach more than thirty (30) class periods per week during the school term.

Under normal circumstances, full-time elementary special subject teachers shall not be required to teach beyond the normal number of teaching periods for such teachers as determined by the 1982-83 school term. If such teachers are required to teach in excess of the 1982-83 work load (i.e., physical education - 40 thirty minute periods; music - 38 thirty minute periods; art - 25 forty-five minute periods), they shall be compensated on a pro-rata basis of their annual base salary.

4. **Special Education Teachers.** Under normal circumstances, full-time special education teachers shall receive planning time of at least two hundred (200) minutes per week for preparation and other instructional responsibilities when it is feasible and appropriate.
5. **School Day Changes.** The foregoing shall not preclude the rescheduling or rearrangement of the school day into some new format as long as the teacher load as prescribed herein is not substantially increased.

I. Special Instructional and Supportive Staff

Under normal circumstances, the Board will endeavor to provide such certificated special instructional and supportive staff as is practicable considering economic and enrollment factors.

J. Split Building Assignments

Every effort shall be made to avoid assigning a teacher to two (2) kindergarten classrooms in separate buildings. However, it is recognized that student population may dictate the assignment of a kindergarten teacher to more than one (1) building.

Insofar as practicable, the Board will attempt to resolve administratively any problems concerning set-up, planning and/or travel time that may arise for teachers who are required to teach in more than one (1) building; such teachers who travel shall be compensated in accordance with the District's travel reimbursement policy. This compensation shall be paid thrice yearly.

K. Curriculum Specialists

The Board may employ teachers as Curriculum Specialists in such areas as Art, Instrumental Music, Vocal Music, Gifted, Science, Math, Media, Social Studies, Foreign Language, Language Arts, and Physical Education. If teachers are so employed, they shall remain in the PREA bargaining unit and they shall be paid on the basis of their placement on the appropriate lane and step of the professional compensation schedule. In addition, if a teacher is employed as a Curriculum Specialist either on a full-time basis or on a part-time basis by being given release time, he/she shall also receive an annual stipend in the applicable amount set forth in Appendix D. If a Curriculum Specialist is employed by the Board before and/or after the regular school year, he/she shall be paid at their daily rate of pay for each such day that he/she is so employed. No teacher shall be involuntarily assigned to work as a Curriculum Specialist.

A teacher who is no longer assigned as a Curriculum Specialist will be assigned to a teaching position that is equivalent or similar to the teaching position previously held if the teacher is still determined to be qualified to hold such position.

L. Job Sharing

“Job Sharing” shall be defined as a voluntary program in which two (2) tenured teachers share one (1) full-time position.

The responsibilities of the participating teachers shall be divided according to a plan designed by the participating teachers in collaboration with their supervising administrator. The plan shall address the following: teaching responsibilities, schedule of work hours, method of communication between the participants, attendance at staff meetings and substitution procedures.

Each participating teacher will attend all conferences, open house, and in-service activities as if they were employed on a full-time basis.

The participating teachers shall retain tenure and, upon returning to a full time position, shall be given the same rights and considerations given to continuing full-time teachers.

The application and plan must be submitted by March 1 of each year preceding the school year for which the job share is requested. The Board retains the right to approve or disapprove all requested positions. The Board will notify the applicant of its disposition by May 1 following the request.

Each of the two (2) participating teachers shall receive 50% of his/her salary and benefits per the established schedule.

The teachers in a job share position shall return to full-time teaching positions at the beginning of the following school year, unless they have notified the Superintendent or designee in writing prior to March 1st of their interest in extending the job share position for another year. Any such extension requests are subject to approval by the Board in its sole discretion, with notice to the applicants by May 1 of the disposition.

The District reserves the right to limit the number of job shared positions.

M. Flexitime Scheduling

If the Board decides to schedule full-time special area teachers (e.g., certificated LRC staff, social workers, etc.) at times other than the normal school day where services to students may be provided before and/or after the normal work day, any such flexitime assignments shall be (1) voluntary; (2) not exceed the total number of hours scheduled in the regular school day; and (3) scheduled in one contiguous block of time, unless otherwise agreed. This paragraph shall not be applicable to regular classroom teachers.

If a regular full-time classroom teacher wishes to initiate a flexitime schedule for a limited period of time to provide services to students, he/she may submit a request to his/her building principal who will review the request and decide whether it should be granted. Any such limited flexitime schedule shall not exceed the total number of hours scheduled in the regular school day and shall be scheduled in one contiguous block of time, unless otherwise agreed.

Prior to the initial implementation of a flexitime assignment for a full-time teacher pursuant to either of the above paragraphs, the administration will give the PREA reasonable notification of any planned flexitime assignment(s) and, if the PREA requests, meet and confer with respect to the matter.

N. Range of Class Size

The Board will endeavor to continue the range of class size (exclusive of special education classes) in effect during the 1984-85 school year. Upon reasonable request, the Superintendent or designee will meet with two (2) representatives of the Association and the affected teacher(s) to discuss the effects of class size in excess of said range, including any unique quantitative, qualitative, safety, or historical circumstances, the impact of mainstreaming students served under programs mandated by IDEA and, where appropriate, the circumstances involving gifted and ESL (English as a second language) students. It is further agreed that special consideration will be given to regular K-2 classrooms and at the middle school to core classes that go above 28. If a meeting is requested because the middle school core classes go above 28, one (1) meeting will be held per trimester per school. Among the options that may be considered are: (a) use of supplemental learning facilities, (b) subsequent adjustment of class size, (c) reassignment of pupils to other teachers in the same building, and (d) redesign of course structure for selected students in the affected courses.

If the Association feels that the Board has acted arbitrarily or capriciously with respect to this Article, it may file a grievance in accordance with the Grievance Procedure.

O. Curriculum

The Association recognizes the rights and responsibility of the Board to adopt and evaluate instructional programs and materials. Committee findings with respect to curriculum and recommendations shall be shared with affected teacher group(s) before the Board takes final action with respect to any such findings and recommendations.

P. Quality Improvement Teams

The purpose of Quality Improvement Teams is to enhance student learning, promote equity of services, promote quality education, implement District-level goals and building learning goals, insure meaningful parental input and lead the building's efforts to comply with State requirements. The guidelines for the operation of each Quality Improvement Team in addressing local school and District needs shall be as follows:

1. The leadership of the Quality Improvement Team shall normally consist of one (1) teacher and one (1) administration representative in each building.
2. Teacher participation on a Quality Improvement Team is entirely voluntary. Teachers shall not be evaluated with respect to their non-participation on the Quality Improvement Team. Teachers who participate on their building Quality Improvement Team may have such participation noted in their evaluation.
3. From the funds that are within each building's Quality Improvement Team budget and as determined by the Quality Improvement Team members for that building and approved by the Superintendent, Quality Improvement Teams have an option, at the same rate as curriculum writing, to pay their members for time spent on professional activities outside the normal times for committee participation which are undertaken on behalf of and relating to Quality Improvement Team activities which are over and above the normal activities of members of the Quality Improvement Team.
4. The parties acknowledge that neither the Board of Education nor the school administrators waive their rights and responsibilities under the School Code of Illinois, and that PREA does not waive its statutory rights and obligation as the sole and exclusive bargaining representative of the District's teachers for negotiations over terms and conditions of employment.

Q. Demotion and/or Discipline Affecting Teacher Salaries

Demotion and/or discipline (other than discharge) affecting the salary of any tenured teacher shall be for cause and shall normally be preceded by:

1. **Guidelines**
 - a. The honoring of a teacher's rights set forth in this Agreement.
 - b. A conference with the teacher by the appropriate administrator prior to taking any action.
 - c. A complete review of the teacher's personnel file with the teacher and his/her representative, if requested.
 - d. Full disclosure of the basis of the action.

2. Notification

Any tenured teacher affected by demotion and/or discipline affecting the salary of a tenured teacher shall be notified immediately and shall be released by the Board from his/her contract if he/she so requests. This entire section shall not apply to the discharge of a tenured teacher for cause pursuant to the provisions of the Illinois *School Code*, nor shall it apply to the removal of any extra-duties or stipend assignments from a teacher.

ARTICLE VI

EVALUATION AND PERSONNEL FILES

A. District Evaluation Plan

The Board in cooperation with the PREA has developed a teacher evaluation plan for all teachers covered by this Agreement and said plan has been approved by the State Board of Education. If there is any need for any changes in the teacher evaluation plan, the Board shall negotiate such changes with the PREA before submitting any changes to the State Board of Education for review and comment.

A teacher's evaluation, including any related rating, shall not be subject to the grievance and arbitration procedure set forth in this Agreement. A teacher may, however, file a grievance if he/she alleges that the Board has not complied with the following procedural guidelines:

1. A pre-evaluation conference shall be held early in the fall.
2. The evaluations for teachers shall include classroom observation(s) and may include other areas where a staff member has responsibilities.
3. Each evaluation shall include a conference and the completion of the official evaluation forms, with one copy being given to the evaluatee and one copy being placed in the evaluatee's personnel file.

Non-tenured teachers shall have a minimum of two (2) evaluations during their first two (2) years of employment and a minimum of one (1) evaluation during their third and fourth year of employment. The first evaluation of non-tenure teachers each year will be completed by the end of February.

Tenured teachers shall be evaluated at least once every two (2) years and in a year in which they are evaluated there shall be a minimum of one (1) evaluation. Absent compelling extenuating circumstances, in a school year in which a tenured teacher is being evaluated, the tenured teacher shall receive his/her evaluation at least ten (10) working days prior to the last teacher attendance day of the school year.

B. Consulting Teacher

1. The participation of the Consulting Teacher shall be voluntary.
2. Any statements made by a Consulting Teacher to anyone about a teacher under remediation, which are related to their function as a Consulting Teacher, are confidential and may not be used by any party (or their agents) in any subsequent evaluations, conversations, legal proceedings, hearings, etc. It is the intent of the parties that any statements made by the Consulting Teacher to or about the teacher under remediation shall be privileged and strictly confidential.

3. The Consulting Teacher shall not be engaged to evaluate the performance of the teacher under remediation, and the Consulting Teacher shall not testify on behalf of any party during a hearing on the dismissal of the teacher following remediation with respect to either the rating process or for opinions of the teacher's performance under remediation.
4. The Board shall provide full legal assistance and completely hold harmless any Consulting Teacher who becomes a defendant in any type of litigation because of his/her involvement as a Consulting Teacher. Further, the Board agrees to fully indemnify any such Consulting Teacher for any legal costs, assessments, damages, bodily injury, etc., because of his/her involvement as a Consulting Teacher. If the involvement in any such legal proceeding requires time off from work, the teacher shall not suffer any loss of pay, leave days, seniority, or fringe benefits.
5. The Consulting Teacher shall:
 - b. Have no loss of pay or benefits because of his/her involvement as a Consulting Teacher.
 - c. Be provided clerical help when necessary and appropriate.
 - d. Be provided a substitute teacher when necessary and appropriate.
 - e. Be paid a stipend of \$100.00 per month for each full month that he/she serves as a Consulting Teacher.

C. Association Indemnification

The Association shall be held harmless by the Board for its involvement in the evaluation process (i.e., providing a list of possible consulting teachers, working with the Board and/or its agents in developing an evaluation plan, etc.).

D. Personnel Files

Each teacher shall have the right, upon request, to review the content of any file pertaining to him/her. At the teacher's request, a representative of the Association may accompany the teacher in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No teacher shall remove any material from his/her personnel file but shall have the right to make a copy of it. Such review shall not be applicable to the following confidential materials: recommendations by colleges or universities, or evaluations by previous employers. Teachers' files shall contain the minimum items of information as follows:

Required medical information

All teacher evaluation reports

Copies of annual contracts, wage agreements, all notifications of reemployment

Copies of supplemental duty contracts

Any other documents which could be used as a basis for discipline, reemployment, demotion, promotion, reassignment, or salary.

Each teacher shall be advised within five (5) school days of placement in his/her file of any document relative to observation, corrective interview, or reemployment. The teacher shall have the opportunity of filing a written response to this material in the file within thirty (30) calendar days.

ARTICLE VII

VACANCIES AND TRANSFERS

A. Posting of Vacancies

The administration shall post on the District website all vacancies for positions covered by this Agreement in every school prior to filling any such vacancies. All interested teachers shall have a reasonable opportunity to apply and be considered for such vacancy. Nothing herein shall be construed to require the Board to fill any position. Vacancies shall be posted only after intra-school assignments have been made and after honorably dismissed teachers have been given the opportunity to exercise their recall rights under the *Illinois School Code*.

Although not governed by the provisions of the foregoing paragraph, the Board agrees to post on the District website promotional vacancies outside the bargaining unit (excluding Superintendent and Directors) in every school prior to filling any such vacancies.

B. Voluntary Transfers

Any teacher who desires a transfer to a different assignment may file a letter with the Superintendent or designee indicating the nature of the request. Vacancies shall be filled on the basis of experience, academic qualifications, length of service in the district, and on other relevant, non-arbitrary factors.

C. Involuntary Transfers

Any teacher transferred involuntarily, including any teacher who has been transferred from a closed building, shall receive priority consideration in the first subsequent vacancy of his/her stated preference. Any teacher affected by any involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract if he/she so requests.

D. Voluntary Exchange of Assignment Program

For the term of this Agreement, the parties agree to establish a voluntary teacher exchange program in accord with the provisions of this Section. The purpose of this program will be to maximize teacher effectiveness and thereby enhance the learning experience by permitting teachers to experience different educational environments during their careers. To be eligible, a teacher must be tenured and have received at least a satisfactory evaluation on his/her last evaluation.

Two (2) eligible teachers must submit a written application to the Assistant Superintendent for Personnel no later than April 1 of the school year prior to the school year in which the teachers desire to participate in the exchange of assignments. The Assistant Superintendent for Personnel may facilitate matching teachers who desire to participate in an exchange of assignments. The written application shall include the following:

1. The written approval of the receiving and sending principals and/or appropriate administrator, as well as the teachers involved; and
2. Designation of the schools and specific assignments to which the employees desire to exchange to and from.

If approved, the following shall apply:

1. The evaluation of the teachers shall be in accordance with the District's Teacher Evaluation Plan;
2. Seniority will accrue for the year of the exchange in the original category of each teacher. In addition, if the exchange is for a full school year, the teacher may also count the experience in a different instructional unit for purposes of applying the reduction in force provisions of Article VIII, Section A.
3. Exchanges under this Section shall be for one (1) school year or less, unless renewed in accord with the above provisions for up to one (1) additional year.

ARTICLE VIII

REDUCTIONS IN FORCE AND SENIORITY

A. Reductions in Force

When the Board deems it necessary to decrease the number of teachers employed by the District, or to discontinue some particular type of teaching service, written notice shall be given to the affected teachers by registered mail at least sixty (60) days before the end of the school term. Tenured teachers shall receive a statement of honorable dismissal and the reason therefore with a reduction in force notice. The Board shall first remove or dismiss teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service.

In the event of reduction in force affecting tenured teachers, such teachers shall be laid off in the reverse order of their service in the district (seniority) within each of the following instructional units:

- K-6
- 4-8
- Art
- Reading Specialist
- Early Childhood Center Social Worker and Social Worker
- Early Childhood Center Speech Language Pathologist and Speech/Language Pathologist
- ESL/TPI
- General Music
- Guidance and Counseling
- Instrumental Music
- Middle School (Self-contained Cross/Categorical), Instructional Resource Teacher, Resource Teacher, Self-Contained Learning Disability Teacher, and ERS
- Learning Resource Center
- Special Needs Kindergarten, Special Needs First Grade, and Early Childhood Special Education
- Nurse
- Physical Education
- Resource Teacher - Gifted
- Academic Achievement
- Teacher for Physically Handicapped
- Industrial Arts
- Home Economics
- Foreign Language

In any case in which there is a position covered by this Agreement which does not specifically fall within one of the above-listed instructional units, including newly established positions, the

Board shall include such position in the most appropriate instructional unit or, if appropriate, establish a new instructional unit. The Board's determinations in this regard shall be subject to the grievance procedure if it is alleged that the Board acted arbitrarily or capriciously.

If a tenured teacher is laid off in one of the foregoing instructional units, said teacher shall have the right to exercise his/her district seniority in any of the other instructional units in which the teacher has previously and successfully served in any public school for one full school year or more, provided the teacher has the necessary certification or required State academic qualifications to hold the position in question in said unit. Notwithstanding the foregoing, if a tenured teacher in instructional units 4, 7, 9, 11, 12, 13, 16, 17, 18, and 19 is laid off from such a specialty unit and said teacher has at least five (5) years district seniority, said teacher shall have the right, if legally qualified, to exercise his/her district seniority to bump the least senior tenured teacher in the K-6 or 4-8 instructional units (i.e., instructional units 1 or 2) even though he/she has not previously and successfully taught for one full school year at the K-6 or 4-8 level.

If any non-bargaining unit certificated staff member who has tenure is laid off, he/she shall have the right to exercise his/her district seniority in any of the foregoing instructional units in which he/she has previously and successfully served within District 64 for one (1) full school year or more, provided he/she has the necessary certification or required Illinois academic qualifications to hold the position in question in said unit.

B. Seniority

When teachers have equal district seniority, then prior teaching experience shall be used to determine the order of dismissal. If prior teaching experience is equal, then relevant academic training shall be the governing factor.

Teachers who have entered upon contractual continued service and who are on approved leave of absence shall be subject to the reduction in force policy set forth in this Article.

Tenured teachers who are covered by this Agreement and who are employed on a part-time basis shall be entitled to accrue district seniority on a pro-rata basis.

Seniority shall not be terminated by approved leaves of absence, but such period of time shall accrue for purposes of seniority credit only if such leave is recognized by the District for vertical advancement on the salary schedule, i.e., vertical step increases.

Teachers who have not entered upon contractual continued service shall not have seniority for the purposes of this Article.

C. Recalls

If the Board within two calendar years from the beginning of the school term following a reduction in force increases the number of teachers employed or reinstates a position discontinued in one of the foregoing instructional units, the positions thereby becoming available shall be tendered to tenured teachers so removed or dismissed in the reverse order of their removal or dismissal from the foregoing instructional units if they are legally qualified to hold such positions.

In all cases where a tenured teacher has the right to be rendered a position as set forth above, a notice of recall shall be sent to the teacher by certified mail (return receipt/restricted signature requested) to the last address submitted to the Superintendent or his/her designee by the teacher. Failure of the teacher to affirmatively respond to such notice within ten (10) calendar days of its receipt or within fifteen (15) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article; provided, however, if the notice of recall is sent within sixty (60) calendar days prior to the start of the school calendar, failure of the teacher to affirmatively respond to such notice within five (5) weekdays of its receipt shall terminate the responsibility of the Board under this Article.

All notices of recall shall include a telephone number of an appropriate administrator in order to facilitate an immediate response. It shall be the responsibility of each teacher who is laid off to advise the Superintendent in writing of his/her latest address.

The Board agrees to notify the Association president or his/her designee whenever a notice of recall is sent to a teacher.

D. Effects of Layoff

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to teachers who are laid off:

1. Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the teacher had at the time of his/her layoff shall be restored. No experience step increase shall be granted on the Professional Compensation Schedule for the period of the layoff.
2. The teacher shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.
3. While the seniority of a tenured teacher who is laid off shall not be terminated if the teacher is recalled within two calendar years from the beginning of the school term following the teacher's layoff, seniority credit shall not accrue during the period of the layoff.

E. Termination of Seniority

Seniority shall be terminated if a teacher:

1. quits or resigns;
2. is terminated for cause;
3. retires or is retired;
4. is laid off for two (2) calendar years from the beginning of the school term following a reduction in force;

5. fails to affirmatively respond to a notification of recall within the applicable time period specified above; provided, however, a teacher's seniority shall not be terminated if he/she submits satisfactory written documentation within the applicable time period specified above that he/she is legally obligated to teach at another educational institution and has been denied permission to resign from said position or is unable to return to work due to illness; and provided further that a tenured teacher's seniority shall not be terminated if he/she turns down a proffered position that is not on at least the same basis (50%, 75%, full-time, etc.) as the position the teacher held at the time of his/her layoff; or
6. fails to return from an approved leave of absence upon its expiration.

ARTICLE IX
LEAVES OF ABSENCE

A. Sick Leave/Personal Business Leave/Religious Leave

- 1. Annual Award.** All full-time teachers will be awarded sick leave and/or personal business leave annually according to the following schedule:

Years of Experience in the District -	1	2	3	4	5	6	etc.
Sick Leave Days -----	10	10	12	12	15	15	15
Personal Business Days-----	3	3	3	3	3	3	3

Teachers who are employed on at least a 50% or more basis but less than full-time shall receive sick leave and personal business leave days on a pro-rata basis.

Example: A teacher employed on the basis of a 50% contract in his/her first year with the District shall be awarded ten (10) one-half sick leave days and three (3) one-half personal business leave days without loss of pay.

- 2. Sick Leave.** As authorized in the *School Code*, sick leave days may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. “Immediate family” shall mean the teacher’s parents, spouse, brothers, sisters, children, sons-in-law, daughters-in-law, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

Sick leave days used for birth shall not exceed forty-two (42) calendar days following the delivery of the newborn unless the teacher submits medical substantiation of the need for additional sick leave time. For purposes of adoption or placement for adoption, teachers shall provide evidence that the formal adoption process is underway as a basis for use of sick leave days; such leave is limited to forty-two (42) days.

- 2. Personal Leave.** Personal business leave shall be used for only those absences for personal business which cannot be scheduled or handled on days or at times other than during working hours. Examples of such leave shall include religious holidays, mandatory appearances for legal proceedings, graduations and weddings in the family, and attendance at funerals for persons not included within the definition of “immediate family,” but shall not include such things as planned vacations and remunerative activities or any activity that can realistically be scheduled during non-school time.

Sick leave days may not be used for personal business leave days, but personal business leave days may be used for sick leave days, and when not used, added to the accumulation of unused sick leave days. No more than two (2) personal business leave days shall be taken consecutively, and personal business leave days may not be used immediately prior to or following a holiday, a three-day weekend, or an extended holiday period except in an extreme emergency, and then only with the Superintendent's approval. Additional emergency personal business leave days may be granted under extenuating circumstances at the discretion of the Superintendent.

Up to three (3) unused personal business leave days shall be accumulated and carried over to the following year, up to a maximum of six (6). Example: If a teacher does not use any personal business leave days during the 2009-10 school year, the three (3) unused personal business leave days shall be carried over to the 2010-11 school year, giving the teacher a total of six (6) personal business leave days with the additional allotment of three (3) personal business leave days for the 2010-11 school year. If this same teacher uses two (2) personal business leave days during the 2010-11 school year, three (3) days shall be carried over to the 2011-12 school year and one (1) day shall be added to the teacher's accumulated sick leave days, subject to the contractually-specified maximum accumulation.

4. **Maximum Accumulation.** All unused leave days (sick leave and personal business leave days) shall accumulate as sick leave days to a maximum of 340; provided, however, the maximum accumulation shall be determined at the end of the school year. Example: A teacher with 340 accumulated sick leave days at the end of the 2009-2010 school year shall be credited with an additional fifteen (15) sick leave days and three (3) personal business leave days at the start of the 2010-11 school year, with the understanding that the maximum number of accumulated sick leave days at the end of that school year, as provided above, shall not exceed 340, regardless of whether the teacher uses any of the credited fifteen (15) sick leave days or three (3) personal business days.
5. **Religious Leave.** When a teacher's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. Any such days taken shall be deducted from unused sick leave days.

B. Notification of Accumulated Sick and Personal Business Leave Days

An accounting of accumulated sick leave and personal business leave days shall be delivered to each teacher by October 25.

C. Sick Leave Bank

1. The Board shall establish a Sick Leave Bank in which full-time teachers are eligible to participate on a voluntary basis.

2. The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant and not for illness, disability or death of any other person.
3. A full-time teacher may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. When the total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until such time that the Bank is depleted to the number of days equal to the number of participants.
4. A teacher who has contributed shall be able to utilize days from the Bank after all his/her own accrued sick leave days have been depleted, a three (3) day salary deduction period has transpired, and the teacher has presented satisfactory documentation from his/her doctor verifying the catastrophic and prolonged nature of the illness/disability which makes it impossible for the teacher to perform his/her assigned duties; provided that the Board retains the right to have the teacher examined by a doctor selected by the Board at the Board's expense if there is any question raised by the doctor's statement submitted by the employee.
5. The maximum number of days allowed for any single catastrophic prolonged illness shall be sixty (60) days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one full trimester. In no event shall a participant be allowed more than sixty (60) days in any one school year or one hundred twenty (120) days in any five (5) consecutive year period.
6. Participants utilizing sick leave days from the Bank will not be required to replace those days.
7. A teacher withdrawing from the Bank or the bargaining unit for whatever reasons will not be allowed to withdraw the contributed days.
8. At the time of retirement, a participant in the Sick Leave Bank may withdraw from the bank up to the number of days that the participant has contributed to the bank and not used (i.e., the number of days contributed minus the number of Sick Leave Bank days used) if needed to maximize the amount of additional service credit for TRS purposes and subject to TRS regulations for Bank withdrawals.
9. A two (2)-member committee appointed by the PREA shall serve as an Advisory Board to the Administration with respect to the Sick Leave Bank.

D. Unused Sick Leave Upon Retirement

For the school years 2009-2010, 2010-2011, and 2011-2012, the Board shall pay \$65.00 for each day of accumulated and unused sick leave which a teacher has in excess of the total number of such sick leave days that can be used for additional service credit under TRS. The

maximum number of day which will be paid is limited to eighty (80). Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the teacher's final year of service. The payment shall be made no later than the first teacher payroll following the end of the fiscal year in which the teacher retires from the District.

E. Parental Leave

The Board shall grant parental leave without pay for all teachers for purposes of birth, adoption and placement for adoption under the conditions described below. All such leaves shall include a plan for the commencement and termination of the leave as determined by the teacher and the Superintendent or designee, and a representative of the Association, if an Association representative is requested by the teacher. The primary consideration in developing the plan shall be that the continuity of instruction for the students be maintained to the maximum degree possible. Leave shall be for a maximum length of two (2) full school years (including any use of sick leave for maternity disability purposes) as long as such parental leave does not span more than two (2) school years. Any request for such leave to commence prior to November 1 shall commence the first day of the school year. Parental leave shall be subject to the following conditions:

1. A teacher who desires to take parental leave for purposes of birth and child-care of a newborn shall submit a written request to the Superintendent or designee no later than 120 calendar days prior to the anticipated birth of the child. The application shall indicate the proposed starting and ending dates of the leave and shall be accompanied by a written statement from the teacher's obstetrician or legally-qualified health care provider indicating the expected date of delivery and an opinion whether she may safely continue in employment, including the performance of all regular duties. In addition, a teacher returning from parental leave for birth and care of a newborn shall submit evidence from her qualified physician indicating that she is medically able to perform all of her teaching duties.
2. A teacher who desires to take parental leave for purposes of adoption or placement for adoption shall submit a written request to the Superintendent or designee of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application shall be made at least 120 calendar days, or as soon as practicable, prior to the anticipated date of adoption or placement. It shall be the responsibility of the teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
3. Sick leave provisions in this Agreement (including Sick Leave Bank) and parental leave shall not be applicable at the same time, provided that parental leave may commence immediately before and/or immediately after use of sick leave for maternity disability purposes or adoptive purposes as herein provided. Use of sick leave for maternity disability purposes shall be limited to forty-two (42) calendar days following the birth of the child unless the teacher provides medical substantiation of the need for additional sick leave days. Use of sick leave by the

primary care giver of an adopted child under the age of 5 shall be limited to forty-two (42) calendar days after obtaining physical custody of the adopted child. Accumulated sick leave shall be restored to the teacher upon return to employment in the District.

4. As with any other unpaid leave, any teacher granted parental leave may make arrangements to continue coverage under the District's medical-surgical program at his/her own expense during his/her leave. For that portion of parental leave that also qualifies as leave under the FMLA, the teacher shall receive insurance coverage pursuant to the provisions of Article XII, Section I, for up to the maximum period of time provided under the *Family and Medical Leave Act* (i.e., up to twelve (12) weeks within a year).
5. Any teacher granted parental leave who has worked at least ninety (90) teacher attendance days of the school year prior to going on parental leave shall be considered to have completed a full year for purposes of advancement on the salary schedule and pro-rata seniority credit if otherwise eligible.
6. Tenured teachers on an approved parental leave shall be subject to the provisions of Article VIII (Reduction in Force and Seniority).
7. While on parental leave a teacher will not engage in substantial alternative employment.
8. Any time spent on parental leave, including any use of sick leave as provided in subsection 1 above, for which a teacher could take leave under the *Family and Medical Leave Act* shall be deemed to be FMLA leave as well.
9. A long-term parental leave (i.e., leave extending beyond the FMLA leave duration) may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher; provided, however, the term of such leave shall not be considered in computing full-time employment under the *School Code* for purposes of the necessary continuous full-time employment necessary to attain contractual continued service (i.e., tenure) status. Each request by a non-tenured teacher shall be judged on its own merits and shall be within the sole discretion of the Board. Upon return from any parental leave that extends beyond the length of an FMLA leave, a non-tenured teacher shall be considered to have commenced his/her first probationary year. Non-tenured teachers on an approved parental leave shall be subject to the reduction in force and dismissal provisions of the *School Code*.

F. Family and Medical Leave Act

The Board may adopt policies to implement the *Family and Medical Leave Act* (FMLA) that are in accord with what is legally permissible under the Act. Examples of the purposes for which eligible employees can use FMLA leave include:

1. birth and/or care of a newborn child within the twelve (12) months after the birth of the child;
2. placement of a child for adoption or foster care within the twelve (12) months after the placement of the child;
3. care of a teacher's spouse, child, or parent with a serious health condition;
4. treatment of a teacher's own serious health condition; and
5. certain military-related purposes.

G. Other Leave Provisions

The Board shall provide a substitute for those who serve on jury duty, National Guard and Reserve military duty, and who are subpoenaed to participate in court proceedings in which they are not involved as a party litigant or have an interest in the outcome of the proceeding. The Board shall pay the difference between compensation (excluding a travel allowance) for jury duty and the teacher's salary if such duty is during teacher employment days.

A leave of absence without pay of up to two (2) years may be granted to any full-time teacher, upon application and approval, in the sole discretion of the Board, for the purpose of participating in educationally recognized and/or accredited teaching programs in other school districts, states, U.S. territories and domestic military programs as a full-time participant in such a program. Upon return from such a leave, a full-time teacher shall be placed in the same position on the Professional Compensation Schedule as he/she would have been if he/she had worked in the District during the period of such a leave, provided the teaching program has been approved in advance by the Superintendent and the Superintendent determines that the teacher has satisfactorily completed the teaching program in question.

A leave of absence without pay of up to one (1) year may be granted to any full-time tenured teacher, upon application and approval, in the sole discretion of the Board, for the purpose of study, travel, or personal business, but it is not the intent that such leave would be approved when it follows parental leave as provided in Section I above. No experience step increase shall be granted on the Professional Compensation Schedule for the period of such leave. Such leave may be extended for up to an additional one (1) year under the same terms and conditions.

H. Notification of Return from Leave

Any teacher who is scheduled to return to work from an approved leave under any of the provisions of this Article at the start of the following school year shall notify the District in writing of whether she/he is going to return or not return no later than March 1 for a full year leave and August 1 for partial year leave. The failure to provide such written notice by the applicable date may, at the Board's discretion, be deemed as an abandonment of employment that severs the employment relationship.

ARTICLE X
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean that there has been an alleged violation, misinterpretation, misapplication or inequitable application of any provision in this Agreement.

B. Adjustment

The parties hereto acknowledge that the best procedure for the solution of a problem is through free and informal communication between those involved. Open discussion, reasonable restraint, and a lively interest in the greater good of the education situation should characterize all efforts toward redress. Should these informal procedures fail to bring satisfaction, the grievant may initiate the following course of action.

Step I

The grievance shall be submitted in writing within twenty-five (25) days of the alleged grievance or within twenty-five (25) days after the grievant, through the use of reasonable diligence, should have become aware of the event giving rise to the alleged grievance. The alleged grievance shall set forth all known basic relevant facts on which it is based and the provisions of this Agreement allegedly violated and the remedy sought. This grievance shall be presented to the supervisor immediately involved, with a copy provided to the Association Grievance Committee. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The Association's representative may be present if requested by the grievant. The supervisor shall provide a written answer regarding the grievance to the grievant and the Association Grievance Committee within ten (10) days after the meeting. This answer shall include the reasons for the decision.

Step II

If the grievance is not resolved at Step I and the grievant wishes to appeal, the grievant shall refer the grievance in writing to the Superintendent or his/her official designee within ten (10) days after receipt of the Step I answer. The Superintendent or his/her official designee shall arrange a meeting with the grievant and such witnesses and counselors as the grievant and/or the Superintendent or his/her official designee deem necessary to consider facts pertinent to the grievance. Such meeting shall take place within ten (10) days of the receipt of the appeal. Upon conclusion of the hearing, the Superintendent or his/her official designee shall have ten (10) days in which to provide the written decision with reasons to the grievant and the Association.

Step III

If the grievance is not resolved at Step II, the Association shall refer the grievance to binding arbitration within twenty (20) days after receipt of the answer in Step II. The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators who are members of the National Academy of Arbitrators. Both the Board and the Association shall have the right to strike four names from the panel. The party requesting arbitration shall strike the first four names and the other party shall then strike four names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Association requesting that a time and place be set for the hearing, subject to the availability of the Board and Association representatives. Both parties may mutually agree in writing to submit more than one grievance to the same arbitrator.

The arbitrator shall have no right to amend, notify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Board and the Association and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions in violation of applicable Federal, State and local laws, and rules and regulations having the force and effect of law which are issued by agencies having regulatory authority over the Board. The arbitrator shall submit in writing his/her decision and award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his/her interpretation of the meaning of application of the specific terms of this Agreement. Consistent with these provisions, the arbitrator shall have the authority to make an award concerning the remedy, if any, that he/she considers to be appropriate.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

C. General Guidelines

1. If the Board challenges the arbitrability of a grievance on the grounds that the grievance was not submitted within the required time limits set forth in Sept I, this issue may be processed as part of the grievance in accordance with the Grievance Procedure set forth in this Article. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered to be acceptance of the decision rendered at that step. Failure at any step of this procedure to answer a grievance within the specific time limits shall permit the grievant (and the Association with respect to appeals to Step III) to proceed to the next step.

2. All time limits consist of school days. If a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays in order that the grievance may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher employment days.
3. If the grievant, the immediately involved supervisor, the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.
4. Class grievances involving two or more teachers which involve the same facts may be initially filed by the Association at Step II.
5. The Board acknowledges the right of the Association to participate in the processing of grievances in accordance with the provisions of the Illinois Educational Labor Relations Act (IELRA). No teacher shall be required to discuss any grievance if the Association's representative is not present.
6. The Board and the Administration shall cooperate with the Association, and vice versa, in investigation of any grievance, and further, they shall furnish each other with such information requested for the processing of any grievance, but this does not involve the preparation of any material or information not already available to the Board, Administration or Association.
7. No reprisals of any kind shall be taken by the Board or the Administration against a teacher because of his/her participation in this grievance procedure. Furthermore, the Association shall not participate in any reprisals against administrators or supervisors for any testimony or decisions given because of participation in this grievance procedure.
8. Should the Board or the Superintendent require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits for the investigation or processing of any grievance. The parties agree to schedule arbitration hearings insofar as practicable at times when teachers can be present to testify as witnesses without interfering with their teaching or other assigned duties; provided that if a teacher is required to testify during his/her regular assignment, said teacher shall be released without loss of pay or benefits for the purpose of testifying. In addition, up to two (2) Association representatives shall be released to attend arbitration and/or IELRB hearings without loss of pay or benefits.
9. Grievances, responses to grievances, appeals, and other records dealing with the processing of a grievance shall not be placed in personnel files.
10. A grievance may be withdrawn by the grievant at any level without establishing a precedent.

11. Nothing contained herein shall be construed as limiting the right of any teacher to file a grievance in accordance with the procedures set forth herein without the support or intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.
12. Upon written mutual consent, time limits may be extended.
13. A written release shall be included in the grievance allowing documents, communications, and records pertaining to the grievance to be released to the Association.
14. If any teacher files any claim or complaint in any court of law or other appropriate governmental agency other than the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure set forth herein. This provision shall not apply to any complaints filed with the Illinois Educational Labor Relations Board (IELRB).

ARTICLE XII

PROFESSIONAL COMPENSATION AND BENEFITS

A. Qualifications For Professional Compensation

1. Basic

- a. The minimum education for a beginning teacher is a Bachelor's Degree and no prior teaching experience.
- b. Each teacher is responsible for providing an appropriate and valid certificate for the position assigned.

2. Years of Teaching Experience

- a. When employed, the teacher with previous successful teaching experience outside the District shall be placed on the compensation schedule at the discretion of the administration, and the exercise of such discretion shall not be subject to the provisions of Article X (Grievance Procedures).
- b. All types of experience credit approved prior to August 23, 1983, will be used for computation of salaries on the Schedule for Professional Compensation.
- c. Satisfactory teaching may include overseas teaching in an educationally recognized and/or accredited school, provided the overseas teaching for which a compensation schedule increment is sought is approved in advance by the Superintendent and the Superintendent determines that the teacher has satisfactorily completed the overseas teaching assignment in question.

3. Professional Growth

- a. Professional Growth is a program authorized by the Board and planned cooperatively by teachers and administrators for the purpose of maintaining, renewing and expanding the knowledge, skills and abilities of teachers in providing the most effective planned educational experiences to the children in the District.
- b. Objectives
 - (1) Provide opportunities for teachers to gain further expertise in providing services to children.

- (2) Encourage teachers to share talents, special knowledge, leadership and materials.
- (3) Maintain a teaching staff with high professional competence.
- (4) Provide incentive for continued professional and relevant study through varied media.
- (5) Provide an equitable means of compensation for efforts to maintain professional competence.

c. Professional Growth Factors

- (1) Eligibility to participate may begin with activities completed after the first day of regular contractual service in the District. Application for final action for professional growth credit must be received by the committee at the Personnel Office in accordance with the following calendar in order to qualify for compensation:
 - Start of School Year: Credits must be submitted by October 1 of the school year in question. Provided the application and official transcripts and appropriate paperwork are submitted by October 1, the horizontal lane advancement shall be retroactive to the start of the school year.
 - Mid-Year: Credits must be submitted by February 15 of the school year in question. Provided the application and official transcripts and appropriate paperwork are submitted by February 15, the horizontal lane advancement shall be retroactive to February 1.
- (2) Professional growth activities must be appropriate to the improvement of the teacher's professional competence.
- (3) Professional growth activities for credit or compensation may not take place during paid contractual hours, except with the approval of the Superintendent.
- (4) For compensation computational purposes, one (1) professional growth credit shall be equivalent to one (1) semester hour of college credit.
- (5) Professional growth credit or compensation may only be granted in one (1) category (i.e., college, in-District, or out-of-District) for a single activity.

d. Professional Growth Activities

(1) College credit

- (a) College courses will be given credit only after an official sealed transcript has arrived at the Personnel Office.
- (b) College courses taken must have pre-approval by the principal or designee and the Professional Growth Committee to receive credit.
- (c) College work must be completed and the request for recognition must be submitted by October 1 or February 15 for the work to be recognized during the current contract year.
- (d) For college credit received prior to employment, see Section A.4 of this Article (“Professional Growth Credit on the Schedule for Professional Compensation”).
- (e) Semester hours earned at an accredited college or university will be recognized if approved.

(2) In-District Credit

- (a) Recognizing the value of professional preparation, the District shall provide a variety of in-District professional growth activities.
- (b) The District shall offer a minimum of four (4) in-District workshops per school year.
- (c) In-District activities taken must have pre-approval by the principal or designee and the Professional Growth Committee to receive credit.
- (d) When participants fulfill the requirements established by the District for the in-District activities, professional growth credits or payment will be granted according to the terms announced by the Superintendent in advance.
- (e) In-District activities must be completed and the request for recognition must be submitted by October 1 or February 15 for the work to be recognized during the current contract year.

- (3) Out-of-District Credit
 - (a) Out-of-District activities must have pre-approval by the principal or designee and the Professional Growth Committee to receive credit.
 - (b) Out-of-District activities must be completed and the request for recognition must be submitted by October 1 or February 15 for the work to be recognized during the current contract year.

e. Professional Growth Procedure

- (1) Teachers must follow the appropriate guidelines and submit the appropriate applications and forms for professional growth activities, all of which can be found at the District's website.
- (2) Upon review and action by the Professional Growth Committee, the "Committee's Final Approval" section of the application will be completed, and the form will be returned to the applicant. The credit awarded will become a permanent part of the personnel record of the applicant.
- (3) The applicant may request a committee hearing to review Committee action.

f. Professional Growth Committee

- (1) Function
 - (a) It shall be the responsibility of the Professional Growth Committee to study, investigate, and review the applications for professional growth and to determine the professional growth credit worth of each activity presented to the Professional Growth Committee. District staff may be called upon as advisors to this Committee in appropriate situations.
 - (b) All information provided to this Committee shall be considered strictly confidential.
 - (c) Six (6) members of the Committee must be present for action to be taken. Five (5) members must concur in the decision.
 - (d) The Committee shall publish the date at least two (2) weeks in advance of each meeting at which applications for

pre-approval and credit will be considered. Other meetings may be planned as needed.

- (e) Credit awards will be applied to the teacher's next annual contract (or its September adjustment).

(2) Composition

- (a) The Professional Growth Committee shall number eight (8), consisting of three (3) administrators and five (5) teachers.
- (b) The Superintendent shall determine the manner of selection, qualifications and term of office of the three (3) administrators.
- (c) The Association shall determine the manner of selection, qualifications, and term of office of the five (5) teachers.

4. Professional Growth Credit on the Professional Compensation Schedule

- a. Credit for additional college training beyond the Bachelor's Degree, will be granted at the completion of each block of twelve (12) semester hours.
- b. Credit for in-District and out-of-District activities will be given as stated by the Professional Growth Policy (XII.A.3 above).
- c. Semester hours earned beyond the Bachelors Degree before employment in the District will be reviewed to determine how many, if any, such hours will be counted for professional growth credit on the schedule for professional compensation.
- d. Credit for the Masters Degree will be granted on the basis of a teacher's placement on the MA column of the applicable Professional Compensation Schedule. Full credit will be given for all the semester hours required for the Masters Degree when the degree is required for certification for a specific assignment (e.g., social worker or speech pathologist).
- e. Teachers who have obtained a Masters Degree shall be placed on the MA column.

B. Professional Compensation Schedule

For the 2009-2010, 2010-2011, and 2011-2012 school years, teachers shall be compensated on the basis of their placement on the applicable Professional Compensation Schedules which are attached as Appendices A-1, A-2, and A-3, respectively, and incorporated herein by reference.

C. Horizontal Movement on Professional Compensation Schedule

Notwithstanding the provisions of Article XII, Section A.4, above, the following provisions shall be applicable to horizontal movement on the Professional Compensation Schedule:

1. Professional growth credits not submitted on or before September 20, 1995, cannot be used for horizontal movement on the Professional Compensation Schedule beyond the BA+36 column unless the teacher has an earned Masters Degree (MA).
2. Teachers who do not have an earned Masters Degree as of September 20, 1995, and who have professional growth credits beyond the BA+36 shall continue to be compensated on the basis of the professional growth credits they have as of September 20, 1995.
3. Teachers who are grandfathered as of September 20, 1995, in a column at or beyond BA+36 and who subsequently earn a Masters Degree shall be permitted thereafter to move horizontally up to two columns, but not more than two columns based on the additional credit hours earned while obtaining the Masters Degree.
4. Teachers without an earned Masters Degree who are in the BA through the BA+24 column of the Professional Compensation Schedule shall be placed in the MA column upon earning a Masters Degree; only professional growth credits earned after obtaining a Masters Degree can be used for horizontal movement on the Professional Compensation Schedule; provided, however, up to eight (8) hours of non-degree professional growth contact hours (one-half Professional Growth credit) and earned after June 13, 2003, but before obtaining a Masters Degree can be used for horizontal movement once the Masters Degree is earned.

D. General Compensation Regulations

1. Six (6) semester hours of professional growth training are required every six (6) years. This means that no more than six (6) years may elapse between periods of study earning four (4) hours of professional growth credit. This provision does not apply to teachers who are in the MA+48 or BA+90 column on the applicable Professional Compensation Schedule. The provisions of this subsection shall not be applicable as long as the State of Illinois Teacher Recertification Program is in effect.
2. All compensation shall be paid in twenty-two (22) or twenty-six (26) equal installments, as designated by the teacher at the time the teacher signs the compensation agreement.
3. The District will provide sign up forms for direct deposit to teachers who wish to participate.

E. Stipends for Extracurricular Responsibilities and Coaching Assignments

Stipends for extracurricular responsibilities and for coaching assignments for the 2009-2010, 2010-2011, and 2011-2012 school years shall be in accordance with Appendix B attached hereto and incorporated herein by reference.

F. Career Service Incentive Program

During the term of this Agreement, the Board may establish a Career Service Incentive Program to encourage attendance of teachers at local, state, regional, and/or national conferences (limited to North America) and, if established, to determine the level of funding. The approved guidelines shall be established by the Professional Growth Committee; provided any changes shall be subject to approval by both the Board and the PREA.

1. The program shall not be considered to be a reward for prior services or based upon the Board's evaluation policies and procedure.
2. Teachers may receive a grant as often as specified in the approved guidelines.
3. All PREA, IEA, NEA or other union activities will be exempted from consideration for an award; provided, however, the Professional Growth Committee may approve educational workshops and conferences sponsored by these organizations as being eligible for consideration.
4. All applications will be submitted to the Professional Growth Committee which in turn will make recommendations to the Superintendent based upon the guidelines previously established by the Career Service Incentive Program Planning Committee.
5. Recipients will be required to make a diffusion to benefit the District upon completion of their project in accordance with established guidelines.

The Professional Growth Committee may investigate the possibility of applying for any available state and/or federal funding. If such an investigation is undertaken, the Committee shall advise the Superintendent of the results of such investigation.

G. Professional Growth for Teachers Frozen at BA+36 or Above, or at MA+48

1. Compensation Calculations

Compensation for teachers frozen at BA+36 or above, or at MA+48, will be calculated in the following ways:

- a. University Courses. Teachers completing university courses will be reimbursed for the actual cost of the tuition and fees for the specific course. These fees do not include parking, books, other student fees, etc. such reimbursement shall not exceed the annual maximum set forth in paragraph 3 below. .

- b. In-District and Out-of-District Workshops (outside of the normal workday). Teachers completing these activities may be reimbursed for the actual cost of the registration fees for the specific activity or for the contact hours of the specific activity.
- c. For purposes of establishing the hourly rate for a contact hour for in-District and out-of-District activities, the following will apply:
 - (1) Sixteen (16) hours of contact time will equal one (1) semester hour.
 - (2) The rate for a contact hour will be calculated using the following formula:

 (average tuition per semester hour at Illinois public universities in the greater Chicago area) / 16

 This hourly rate will be calculated and published each school year.

- 2. Reimbursement for fees shall never exceed the actual costs.
- 3. Commencing with the 2009-2010 school year, the annual reimbursement and hourly payments for all professional growth activities for teachers at BA+36 or above and MA+48 columns shall not exceed \$1,500 per teacher (\$1,600 for the 2010-2011 school year and \$1,700 for the 2011-2012 school year).
- 4. All reimbursable professional growth activities for staff at BA+90 or above shall be subject to the approval of the Professional Growth Committee.
- 5. These provisions are not intended to underwrite attendance at conventions of professional organizations.

H. National Board Certification Program

For teachers who participate in the National Board Certification program, the District will reimburse up to \$1,000 of the cost of such participation. Upon successful completion and certification, the District will provide an annual lump sum payment of \$500 for the life of the certification; said lump sum payment will not be added to a teacher's base salary. Any teachers who participate in this program will not be eligible for professional growth credit for such participation.

I. Health and Dental Insurance

1. PPO Program

For all full-time teachers who are covered by the District's medical-surgical programs (or who request and are eligible to be covered in the thirty-day period

prior to October 1), such teachers shall pay the following amount per month for the single coverage selected:

COVERAGE SELECTED	EMPLOYEE PAYS	
Single	Eff. 10/1/09	\$49.74/month
	Eff. 10/1/10	\$57.20/month
	Eff. 10/1/11	\$65.78/month

If a teacher selects single plus 1 or family PPO coverage, as of October 1 for each school year covered by this collective bargaining agreement, the amount that the teacher pays for such coverage shall equal the percentage increase in the premium charged to the District over the previous year's premium for the coverage selected up to a maximum of ten percent (10%). Examples: (1) If a teacher for the 2009-2010 school year selects single plus 1 PPO coverage and the percentage increase in the premium charged to the District increases by eight percent (8%), the teacher will pay \$ 430.38 per month for such coverage (i.e., \$398.50 x 1.08% = \$430.38). (2) If a teacher for the 2009-2010 school year selects single plus 1 PPO coverage and the percentage increase in the premium charged to the District increases by sixteen percent (16%), the teacher will pay \$ 438.35 per month for such coverage (i.e., \$398.50 x 1.10% = \$438.35).

2. HMO Program

HMO COVERAGE SELECTED	EMPLOYEE PAYS	
Single	Eff. 10/1/09	\$16.50/month
	Eff. 10/1/10	\$17.33/month
	Eff. 10/1/11	\$18.20/month

Effective October 1, 2009, if a teacher selects single plus 1 HMO coverage the teacher will pay \$270.36 per month and if a teacher selects family HMO coverage, the teacher will pay \$455.52 per month. Thereafter, if a teacher selects single plus 1 or family HMO coverage, as of October 1 for the remaining school years covered by this collective bargaining agreement, the amount that the teacher pays for such coverage shall equal the percentage increase in the premium charged to the District over the previous year's premium for the coverage selected up to a maximum of ten percent (10%).

3. HDHP Program

HDHP COVERAGE SELECTED	EMPLOYEE PAYS	
Single	Eff. 10/1/09	\$16.50/month
	Eff. 10/1/10	\$17.33/month
	Eff. 10/1/11	\$18.20/month

Effective October 1, 2009, if a teacher selects single plus 1 HDHP coverage the teacher will pay \$297.10 per month and if a teacher selects family HDHP

coverage, the teacher will pay \$500.58 per month. Thereafter, if a teacher selects single plus 1 or family HDHP coverage, as of October 1 for the remaining school years covered by this collective bargaining agreement, the amount that the teacher pays for such coverage shall equal the percentage increase in the premium charged to the District over the previous year's premium for the coverage selected up to a maximum of ten percent (10%).

- 4. **Alternatives for Grandfathered Teacher.** For all other full-time teachers who are not covered by the District's medical-surgical programs and who were employed and working prior to the start of the 1992-93 school year, the Board will pay the applicable amount set forth below towards the premiums of group loss of income insurance, group term life insurance, group long term disability insurance, dental insurance, or tax sheltered annuities, during the term of this Agreement:

1-10 years on salary schedule	\$43 per month (\$516 per year)
11-15 years on salary schedule	\$48 per month (\$576 per year)
16-20 years on salary schedule	\$53 per month (\$636 per year)

Any teacher, including teachers who are employed on at least a 50% or more basis, whose first day of employment is on or after the start of the 1992-93 school year (i.e., on or after August 21, 1992) shall not be eligible to receive this alternative health insurance benefit.

- 5. **Part-Time Teacher Coverage.** Teachers who are employed on at least a 50% or more basis but less than full-time shall receive the applicable pro-rata amount.

Example A: For a teacher employed on the basis of a 75% contract who requests to be covered by the District's medical-surgical programs, the Board shall pay 75% of the amount that the Board pays monthly for full-time employees for the coverage selected and the employee shall pay the remaining amount.

Example B: A teacher employed on the basis of a 50% contract who elects not to be covered by one of the District's medical-surgical programs and who was employed and working prior to the start of the 1992-93 school year shall be entitled to 50% of the applicable dollar amount listed above for group loss-of-income, group term life insurance, group long-term disability insurance, dental insurance, or tax sheltered annuities, based on his/her years on the salary schedule.

- 6. **Section 125 Plan.** The Board will pay the cost to draft the documents necessary to establish an expanded Section 125 Plan, prepare the annual Form 5500 filings, and internally administer the plan; employees participating in the

plan will be assessed the monthly per employee fee charged by the plan administrator.

7. **Dental Insurance.** A Board paid dental plan shall be established for individual employee coverage. Employees may purchase dependent coverage under said plan at their own expense.
8. **Insurance Information.** The Association President shall be provided with a copy of the master contracts for the District's medical-surgical programs covering bargaining unit employees, as well as any riders or revisions thereto which the District receives from its carriers and health care providers. In addition, the PREA President shall be provided, upon written request, relevant and available information pertaining to the District's insurance and annuity programs. Nothing herein shall require the Board to compile any information or data which has not already been compiled.
9. **Insurance Changes.** The Board shall have the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits is substantially the same or better. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice and an opportunity to present its views through its participation in the District Insurance Committee.
10. **Health Insurance Committee.** The Health Insurance Committee ("Committee") will be continued during the term of this Agreement for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance and to make recommendations concerning same. The Committee will continue to be comprised of, but not limited to, a teacher representative from each building. The chair of the Committee shall be a District administrator designated by the Superintendent who shall be responsible for scheduling meetings and preparing written information for each meeting. The Committee will meet as necessary but at least two times per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to committee members; however, the chair will protect the confidentiality of individual plan participants as required by applicable law. The Committee may meet with consultants as needed.
11. **Health Care Tax Negotiations.** If, during the life of this Agreement, a law is adopted that taxes health care benefits of teachers, the Agreement shall be re-opened to negotiate salary and health care benefits for the 2011-2012 school year.

J. Term Life Insurance

The Board will pay to the estate or the named beneficiary of a deceased teacher or person named by the teacher in written direction filed with the District the sum of \$50,000.

K. Long-Term Disability Insurance

The Board will offer a voluntary long-term disability insurance plan which teachers may elect to participate in at their own expense. The plan will be selected with the advice of the District's Insurance Committee and will be designed to coordinate with the disability coverage provided by the Teachers' Retirement System. This is not to be confused with the income supplement plan which has been offered on a voluntary, employee-paid basis by Washington National Insurance Company.

L. Payroll Deductions

Payroll deductions shall be by written consent for the following items over a ten (10) or twelve (12) month period according to the individual teacher's wage agreement:

1. Tax-sheltered annuities
2. Credit Union – A loan amount or share amount may be deducted upon filing payroll deduction form. A Credit Union payroll deduction may be canceled by notifying the Business Office. These deductions are not to fluctuate monthly.
3. United Way - Limited to six (6) months
4. Hospital, dental, and protection insurance premiums
5. Membership in the Park Ridge Education Association and its state and national affiliates, IEA and NEA (authorization forms supplied by the Association)
6. Certificate registration
7. Section 125 Plan deductions

All deductions for Credit Union, tax sheltered annuities, and Association dues shall be remitted within thirty (30) days of the deduction.

M. State of Illinois Early Retirement Option

A teacher may participate in the Illinois Teachers' Retirement System's (TRS) Early Retirement Option (ERO) program provided he/she is 55 to 59 years of age and has at least twenty (20) but less than thirty-five (35) years of creditable service under TRS. Any teacher who is considering retirement under the ERO program is expected to contact TRS to review any penalty payments he/she might owe.

Teachers who wish to retire under ERO must notify the Superintendent in writing by June 1 of the school year prior to the intended retirement date. The submitted notice must indicate an irrevocable intent to retire if approved by the Board. In any year in which ERO retirement requests are submitted, the Board may determine, in its sole and non-grievable discretion, to limit the maximum number of early retirements to be approved; however, no less than ten percent (10%) of the teachers who are eligible and who apply, rounded to the nearest whole number, by seniority.

Teachers who retire under ERO are not eligible for the District's unused sick leave pay severance benefit (Section D) or the supplemental retirement benefits (Section O) (i.e., 6% salary increase and retiree insurance).

N. Early Retirement

The Board, in its sole discretion, may provide a teacher not eligible for the above-referenced Early Retirement Option (ERO) but who is otherwise eligible for TRS retirement with a remunerative retirement incentive on such terms and conditions as the Board deems appropriate, provided that if the Board provides any such individual retirement incentive, it shall be non-precedential as regards any possible future retirement incentives. The Board shall advise the Association of any planned retirement incentive and shall involve the Association in any resulting discussions. The decision of the Board to provide or not provide a remunerative retirement incentive shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

O. Supplemental Retirement Benefits

1. **Eligibility.** A teacher shall be eligible for the District's Supplemental Retirement Benefits Plan subject to the following eligibility requirements:
 - a. At the time of retirement, the teacher (1) will have reached the age of 60 and have at least fifteen (15) years of TRS creditable service, or (2) will have 35 or more years of TRS creditable service; and
 - b. Can retire under the Teachers' Retirement System with no ERO penalty (i.e., at least 60 years of age on or before the last day of service in the District or at least age 55 with at least 35 years of TRS creditable service by the last day of service in the District); and
 - c. Shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the teacher's four (4) years used for the TRS retirement annuity calculation; and
 - d. Must submit to the Superintendent either by January 1, 2010, for retirement at the end of the 2009-2010 school year or 2010-2011 school year, or by January 1, 2011, for retirement at the end of the 2010-2011 OR 2011-2012 school year, or, by January 1, 2012, for retirement at the end of the 2011 2012 school year, an irrevocable letter of intent to retire.
2. **Retirement Compensation.** For any teacher eligible to retire under the District's Supplemental Retirement Benefits Plan, the District will:
 - a. Pay the cost for single health insurance coverage through TRS, up to a maximum monthly cost of \$600.00, until the retiree is 65 or eligible for Medicare, whichever occurs earlier; and

- b. Provide a salary increase for up to two (2) years prior to retirement in the next to last year of employment and the last year of employment, dependent on the timing of the notice provided the District under paragraph 1.d above, that is six percent (6%) above the teacher's creditable earnings in the prior school year.
- c. Provide a service recognition payment as a post-retirement lump sum payment in the amount of \$1,000 per year of service, not to exceed 25 years (i.e., \$25,000), for any teacher who retires from the District effective June 30, 2010, June 30, 2011, or June 30, 2012. Only those teachers who provide full services up to the date of retirement indicated in their irrevocable notice shall be eligible for the service recognition payment. Payout of the service recognition lump sum shall occur no later than the first payroll of the following school year.

The retirement compensation shall be in lieu of any other step or lane movement, extra duty stipends, committee or leadership positions, or any other activities paid under this Agreement or by the District (i.e., the retiring teacher is deemed to be off-schedule and not subject to any of the payment provisions in the Agreement). The teacher further understands and acknowledges that he/she will not receive any other compensation for any additional activities or services on behalf of the District during the year(s) in which the teacher is receiving the six percent (6%) benefit. If a teacher has an extra duty position or other stipended obligation at the commencement of the retirement compensation period and ceases to perform those services during the period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra services compensation no longer performed.

Notwithstanding any other provision of this 2009-2012 Agreement, no teacher shall receive a creditable earnings' increase above 6% over the prior school year that could result in the Board being required to make a penalty payment to TRS.

If the Illinois legislature subsequently enacts legislation further limiting annual percentage increases allowable as TRS creditable earnings for the purpose of calculating teachers pensions or requiring additional Board contributions for TRS creditable teacher salary increases in excess of specified percentages, the Board and the PREA agree to meet and revise this provision to provide alternate methods of distributing the supplemental retirement benefit due to teachers without increasing the Board's monetary obligation in a manner that would minimize any negative impact on the teacher's retirement annuity.

P. Professional Workshops

Teachers who lead an 8-hour professional workshop will be paid \$360.00

Q. Workers' Compensation

Effective August 21, 2003, the Board shall pay the State of Illinois prescribed workers' compensation payments to an employee who is determined to be eligible to receive workers'

compensation pursuant to 820 ILCS 305/1 et seq., and said employee shall not be entitled to receive any additional compensation paid by the Board.

ARTICLE XIII

EFFECT AND TERM OF AGREEMENT

A. Priority of Documents

In the event of conflict between this document and other written policies of the Board, this Agreement, if applicable, takes priority over and controls the others.

B. Entire Agreement

This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. Waiver Of Bargaining

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to during such collective bargaining process, or any item covered specifically in this Agreement. This provision shall not, however, prohibit the parties from mutually agreeing to alter, change, add to, delete or otherwise voluntarily modify this Agreement in accordance with Article XX.

D. Applicable State Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between the Park Ridge Education Association and the Board of Education, Community Consolidated School District 64, and shall be changed only in writing signed by both parties.

E. Savings Clause

Should any 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. 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.

F. Non-Interruption Of Work

During the term of this Agreement, neither the Association nor any teacher covered by this Agreement shall instigate, promote or participate in any strike, sympathy strike, or other concerted stoppage of work.

The Association shall not be held responsible for actions of individual teachers in which it has not participated, instigated or promoted.

G. Ratification and Duration of Agreement

This Agreement shall become effective on August 21, 2009, upon ratification first by the Association and then by the Board, and shall be binding upon both parties after ratification. This Agreement shall remain in effect through August 20, 2012.

This Agreement is approved and signed by the parties on the dates indicated:

**For the Park Ridge Education
Association (PREA)**

**For the Board of Education
District 64**

President

President

Secretary

Secretary

Date Ratified

Date Ratified

APPENDIX A-1

2009-10 PROFESSIONAL COMPENSATION SCHEDULE

Lane / Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	MA +48
1	\$42,720	\$44,313	\$45,963	\$49,135	\$51,531	\$53,926	\$57,120	\$61,909
2	\$44,313	\$45,913	\$47,508	\$50,736	\$53,132	\$55,523	\$58,720	\$63,509
3	\$45,913	\$47,508	\$49,106	\$52,943	\$55,340	\$57,734	\$60,932	\$65,717
4	\$47,508	\$49,106	\$50,704	\$54,543	\$56,935	\$59,333	\$62,526	\$67,319
5	\$49,106	\$50,704	\$52,300	\$57,061	\$59,454	\$61,855	\$65,043	\$69,839
6	\$50,704	\$52,300	\$53,895	\$58,656	\$61,054	\$63,448	\$66,644	\$71,435
7	\$52,300	\$53,895	\$55,495	\$60,257	\$62,650	\$65,044	\$68,242	\$73,058
8	\$53,895	\$55,495	\$57,090	\$61,855	\$64,248	\$66,644	\$69,839	\$74,631
9	\$55,495	\$57,089	\$58,688	\$63,500	\$65,848	\$68,242	\$71,435	\$76,229
10	\$56,689	\$58,288	\$59,887	\$64,650	\$67,042	\$69,438	\$72,636	\$77,422
11	\$57,891	\$59,486	\$61,082	\$65,848	\$68,242	\$70,634	\$73,833	\$78,622
12	\$59,089	\$60,681	\$62,280	\$67,042	\$69,438	\$71,833	\$75,030	\$79,817
13	\$60,285	\$61,883	\$63,479	\$68,242	\$70,634	\$73,032	\$76,228	\$81,015
14	\$61,484	\$63,079	\$64,674	\$69,438	\$71,833	\$74,224	\$77,422	\$82,214
15	\$62,683	\$64,277	\$65,875	\$70,634	\$73,032	\$75,428	\$78,622	\$83,409
16	\$63,877	\$65,476	\$67,074	\$71,833	\$74,224	\$76,625	\$79,817	\$84,608
17	\$65,076	\$66,672	\$68,267	\$73,032	\$74,744	\$77,822	\$81,015	\$85,808
18	\$66,672	\$68,267	\$69,868	\$75,244	\$77,636	\$80,033	\$83,224	\$88,016
19	\$69,035	\$70,631	\$72,227	\$77,603	\$79,999	\$82,395	\$85,585	\$90,376
20	\$71,689	\$73,289	\$74,884	\$81,603	\$84,041	\$86,475	\$89,725	\$94,597

1. Teachers in the Masters Lane who have been on Step 20 for more than one year are eligible for a \$1,419 longevity stipend.
2. Grandfathered teachers in Lane BA + 36 / Step 20 will receive an adjustment of 2.5% of their 2008-09 salary.
3. Grandfathered teachers in Lane BA + 90 / Step 20 will receive an adjustment of 2.5% of their 2008-09 salary.
4. The minimum compensation paid to a beginning teacher with a Bachelor's Degree and no experience in teaching is \$42,720.
5. From the compensation set forth above, the Board shall pick up the teacher's required contribution to the Illinois Teachers Retirement System (TRS). Teachers shall indemnify and hold harmless the District for any payments the District makes on their behalf to TRS.
6. Teachers who attain a Doctoral Degree from an accredited university shall receive a stipend of \$1,229.

APPENDIX A-2

2010-11 PROFESSIONAL COMPENSATION SCHEDULE

Lane / Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	MA +48
1	\$43,788	\$45,421	\$47,112	\$50,364	\$52,819	\$55,274	\$58,548	\$63,457
2	\$45,421	\$47,061	\$48,695	\$52,005	\$54,460	\$56,911	\$60,188	\$65,097
3	\$47,061	\$48,695	\$50,333	\$54,267	\$56,723	\$59,178	\$62,455	\$67,360
4	\$48,695	\$50,333	\$51,971	\$55,907	\$58,358	\$60,816	\$64,089	\$69,002
5	\$50,333	\$51,971	\$53,607	\$58,487	\$60,940	\$63,401	\$66,670	\$71,585
6	\$51,971	\$53,607	\$55,242	\$60,122	\$62,580	\$65,034	\$68,311	\$73,221
7	\$53,607	\$55,242	\$56,882	\$61,763	\$64,216	\$66,671	\$69,949	\$74,884
8	\$55,242	\$56,882	\$58,518	\$63,401	\$65,854	\$68,311	\$71,585	\$76,497
9	\$56,882	\$58,517	\$60,156	\$65,087	\$67,494	\$69,949	\$73,221	\$78,135
10	\$58,106	\$59,745	\$61,384	\$66,266	\$68,718	\$71,174	\$74,451	\$79,358
11	\$59,338	\$60,973	\$62,609	\$67,494	\$69,949	\$72,400	\$75,679	\$80,587
12	\$60,566	\$62,198	\$63,837	\$68,718	\$71,174	\$73,629	\$76,906	\$81,812
13	\$61,793	\$63,430	\$65,066	\$69,949	\$72,400	\$74,858	\$78,134	\$83,040
14	\$63,021	\$64,655	\$66,291	\$71,174	\$73,629	\$76,080	\$79,358	\$84,270
15	\$64,250	\$65,884	\$67,522	\$72,400	\$74,858	\$77,313	\$80,587	\$85,495
16	\$65,474	\$67,113	\$68,751	\$73,629	\$76,080	\$78,541	\$81,812	\$86,723
17	\$66,703	\$68,339	\$69,974	\$74,858	\$76,613	\$79,768	\$83,040	\$87,953
18	\$68,339	\$69,974	\$71,615	\$77,125	\$79,576	\$82,034	\$85,304	\$90,216
19	\$70,761	\$72,396	\$74,032	\$79,543	\$81,999	\$84,454	\$87,725	\$92,636
20	\$73,481	\$75,121	\$76,757	\$83,643	\$86,142	\$88,637	\$91,969	\$96,962

1. Teachers in the Masters Lane who have been on Step 20 for more than one year are eligible for a \$1,454 longevity stipend.
2. Grandfathered teachers in Lane BA + 36 / Step 20 will receive an adjustment of 2.5% of their 2009-10 salary.
3. Grandfathered teachers in Lane BA + 90 / Step 20 will receive an adjustment of 2.5% of their 2009-10 salary.
4. The minimum compensation paid to a beginning teacher with a Bachelor's Degree and no experience in teaching is \$43,788.
5. From the compensation set forth above, the Board shall pick up the teacher's required contribution to the Illinois Teachers Retirement System (TRS). Teachers shall indemnify and hold harmless the District for any payments the District makes on their behalf to TRS.
6. Teachers who attain a Doctoral Degree from an accredited university shall receive a stipend of \$1,260.

APPENDIX A-3

2011-12 PROFESSIONAL COMPENSATION SCHEDULE

Lane / Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	MA +48
1	\$44,883	\$46,556	\$48,290	\$51,623	\$54,140	\$56,656	\$60,012	\$65,043
2	\$46,556	\$48,237	\$49,913	\$53,305	\$55,822	\$58,334	\$61,693	\$66,724
3	\$48,237	\$49,913	\$51,592	\$55,624	\$58,141	\$60,657	\$64,017	\$69,044
4	\$49,913	\$51,592	\$53,271	\$57,305	\$59,817	\$62,337	\$65,691	\$70,727
5	\$51,592	\$53,271	\$54,947	\$59,949	\$62,464	\$64,986	\$68,336	\$73,375
6	\$53,271	\$54,947	\$56,623	\$61,625	\$64,145	\$66,660	\$70,018	\$75,052
7	\$54,947	\$56,623	\$58,304	\$63,307	\$65,822	\$68,337	\$71,697	\$76,756
8	\$56,623	\$58,304	\$59,981	\$64,986	\$67,501	\$70,018	\$73,375	\$78,409
9	\$58,304	\$59,980	\$61,660	\$66,714	\$69,182	\$71,697	\$75,052	\$80,088
10	\$59,559	\$61,238	\$62,918	\$67,923	\$70,436	\$72,953	\$76,313	\$81,342
11	\$60,822	\$62,497	\$64,174	\$69,182	\$71,697	\$74,210	\$77,571	\$82,602
12	\$62,081	\$63,753	\$65,433	\$70,436	\$72,953	\$75,470	\$78,828	\$83,857
13	\$63,337	\$65,016	\$66,693	\$71,697	\$74,210	\$76,730	\$80,087	\$85,116
14	\$64,596	\$66,272	\$67,949	\$72,953	\$75,470	\$77,982	\$81,342	\$86,376
15	\$65,856	\$67,531	\$69,210	\$74,210	\$76,730	\$79,246	\$82,602	\$87,632
16	\$67,111	\$68,791	\$70,470	\$75,470	\$77,982	\$80,504	\$83,857	\$88,891
17	\$68,371	\$70,047	\$71,723	\$76,730	\$78,528	\$81,762	\$85,116	\$90,152
18	\$70,047	\$71,723	\$73,405	\$79,053	\$81,566	\$84,085	\$87,437	\$92,472
19	\$72,530	\$74,206	\$75,883	\$81,531	\$84,049	\$86,566	\$89,918	\$94,952
20	\$75,318	\$76,999	\$78,675	\$85,734	\$88,295	\$90,853	\$94,268	\$99,386

1. Teachers in the Masters lane who have been on Step 20 for more than one year are eligible for a \$1,491 longevity stipend.
2. Grandfathered teachers in Lane BA + 36 / Step 20 will receive an adjustment of 2.5% of their 2010-11 salary.
3. Grandfathered teachers in Lane BA + 90 / Step 20 will receive an adjustment of 2.5% of their 2010-11 salary.
4. The minimum compensation paid to a beginning teacher with a Bachelor's Degree and no experience in teaching is \$44,883.
5. From the compensation set forth above, the Board shall pick up the teacher's required contribution to the Illinois Teachers Retirement System (TRS). Teachers shall indemnify and hold harmless the District for any payments the District makes on their behalf to TRS.
6. Teachers who attain a Doctoral Degree from an accredited university shall receive a stipend of \$1,292.

APPENDIX B

STIPEND SCHEDULE

POSITION	2009-10	2010-11	2011-12
Battle of the Books	\$834	\$855	\$877
Before School Playground Supervision	\$626	\$642	\$658
Beginning Band	\$582	\$597	\$612
Beginning Orchestra	\$582	\$597	\$612
Building Assistants	\$2,924	\$2,997	\$3,072
Bus Supervisor-Elementary	\$1,800	\$1,845	\$1,891
Bus Supervisor-Middle School	\$1,082	\$1,109	\$1,137
Cadet Band	\$886	\$908	\$930
Cheerleading Coach	\$1,490	\$1,528	\$1,566
Chorus-Elementary	\$761	\$780	\$799
Chorus-Middle School	\$1,333	\$1,366	\$1,400
Coaching (Basketball)	\$2,816	\$2,886	\$2,958
Computer Club	\$691	\$708	\$726
Concert Band	\$1,308	\$1,341	\$1,374
Concert Orchestra	\$1,827	\$1,872	\$1,919
Cross Country	\$2,007	\$2,057	\$2,109
Curriculum Specialist	\$1,858	\$1,905	\$1,952
Curriculum Writing (<i>hourly</i>)	\$40.32	\$41.33	\$42.36
Department Chairpersons	\$1,488	\$1,526	\$1,564
Department Liaisons	\$664	\$681	\$698
Drum Club	\$761	\$780	\$799
Intramural Sports	\$1,288	\$1,321	\$1,354
Jazz Band	\$1,253	\$1,284	\$1,316
Mentor-1 st year	\$1,557	\$1,596	\$1,636
Mentor-1 st year 2 teachers	\$2,332	\$2,390	\$2,450
Mentor-2 nd year	\$775	\$794	\$814
Mentor-2 nd year 2 teachers	\$1,162	\$1,191	\$1,221
Mentor Facilitator	\$3,043	\$3,119	\$3,197
Outside Supervision	\$1,217	\$1,247	\$1,278
Patrol Supervisor	\$983	\$1,008	\$1,033
Peer Mediation Facilitator	\$628	\$644	\$660
Peer Mediation Sponsor	\$365	\$374	\$383
Percussion Ensemble	\$1,253	\$1,284	\$1,316

APPENDIX B (con't.)

STIPEND SCHEDULE

POSITION	2009-10	2010-11	2011-12
Science Club	\$582	\$597	\$612
Science Unit Facilitator	\$387	\$397	\$407
Spark	\$834	\$855	\$877
String Ensemble	\$761	\$780	\$799
Student Council	\$691	\$708	\$726
Student Government Sponsor	\$1,667	\$1,708	\$1,751
Student Govt.-Asst. Sponsor	\$1,061	\$1,087	\$1,115
Symphonic Band	\$1,968	\$2,017	\$2,068
Team Leader	\$1,488	\$1,526	\$1,564
Team Liaisons	\$1,118	\$1,146	\$1,175
Volley Ball	\$2,007	\$2,057	\$2,109
Web Page	\$762	\$781	\$800
Yearbook Co-Sponsor	\$1,082	\$1,109	\$1,137
Yearbook Assistant	\$197	\$202	\$207
Young Authors	\$691	\$708	\$725

CLASS SIZE GOALS

**SIDE LETTER OF UNDERSTANDING
between
the PREA and the BOARD OF EDUCATION
for the 2009-2012 COLLECTIVE BARGAINING AGREEMENT**

The Board of Education as presently constituted remains committed to working toward the Class Size Goals adopted by the Board during the 1995-96 school year and subject to the constraints identified by the Board when it adopted the Class Size Goals.

This Side Letter shall not be subject to the grievance and arbitration provisions set forth in the parties' Collective Bargaining Agreement.

**PARK RIDGE EDUCATION
ASSOCIATION**

**PARK RIDGE-NILES CONSOLIDATED
SCHOOL DISTRICT 64**

By _____
Date _____

By _____
Date _____

CURRICULUM COORDINATOR APPOINTMENTS

**SIDE LETTER OF UNDERSTANDING
between
the PREA and the BOARD OF EDUCATION
for the 2009-2012 COLLECTIVE BARGAINING AGREEMENT**

To promote the objectives of the Curriculum Coordinator position, the Board of Education agrees to indicate on any vacancy posting for a Curriculum Coordinator that the teacher selected for the position shall not serve for more than four (4) years.

This Side Letter shall not be subject to the grievance and arbitration provisions set forth in the parties' Collective Bargaining Agreement.

**PARK RIDGE EDUCATION
ASSOCIATION**

**PARK RIDGE-NILES CONSOLIDATED
SCHOOL DISTRICT 64**

By _____
Date _____

By _____
Date _____

MASTERS DEGREE PLACEMENT

**SIDE LETTER OF UNDERSTANDING
between
the PREA and the BOARD OF EDUCATION
for the 2009-2012 COLLECTIVE BARGAINING AGREEMENT**

For purposes of placement on the Professional Compensation Schedule, teachers who have been awarded a Masters Degree will be placed on the MA Lane regardless of the number of academic credits earned in attaining that Masters Degree.

Beginning July 1, 2009, teachers may advance on the Professional Compensation Schedule directly from their current lane placement. Those teachers on the MA Lane will require no more than twelve (12) hours to advance to the MA+12 Lane; however, no credits previously earned by teachers may be reapplied retroactively to enhance movement in the Masters lanes under this Side Letter of Understanding.

This Side Letter shall not be subject to the grievance and arbitration set forth in the parties' collective bargaining agreement.

**PARK RIDGE EDUCATION
ASSOCIATION**

By _____
Date _____

**PARK RIDGE-NILES CONSOLIDATED
SCHOOL DISTRICT 64**

By _____
Date _____

RETIREMENT BENEFITS

**SIDE LETTER OF UNDERSTANDING
between
the PREA and the BOARD OF EDUCATION
for the 2009-2012 COLLECTIVE BARGAINING AGREEMENT**

Notwithstanding any provisions of the 2009-2012 Collective Bargaining Agreement, any teacher who is otherwise eligible to retire and receive retirement benefits during the term of this Agreement but for creditable earnings that require a penalty payment to the Illinois Teachers' Retirement System (TRS) shall be deemed eligible to receive the Supplemental Retirement Benefits provided under Article XII, Section O, of the Agreement. The Board of Education will pay any required penalty assessed by TRS for teachers retiring during the 2009-2012 contract term whose creditable earnings in their four (4) years of service used to calculate their TRS annuity exceed six percent (6%).

**PARK RIDGE EDUCATION
ASSOCIATION**

**PARK RIDGE-NILES CONSOLIDATED
SCHOOL DISTRICT 64**

By _____
Date _____

By _____
Date _____