



*CONTRACT*

*BETWEEN THE*

*DOWNERS GROVE EDUCATION*  
*ASSOCIATION*

*AND THE*

*BOARD OF EDUCATION, DISTRICT 99*

*FOR*

*2012-2016*

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# ARTICLE I

## RECOGNITION

### **1.1 ASSOCIATION RECOGNITION**

The Board of Education of District #99, DuPage County, Downers Grove, Illinois, hereinafter referred to as the "Board," hereby recognizes the Downers Grove Education Association, hereinafter referred to as the "Association," as the exclusive and sole negotiation agent for all regularly employed certified personnel. This includes Deans, Department Heads, Psychologists, and equivalent positions that may be created in the future, except substitutes, teachers' aides, paraprofessionals, the Superintendent of Schools, Superintendent's Administrative Staff, Principals, Assistant Principals, Associate Principals, and Building Administration carrying responsibilities greater than that of Department Head, such as, but not limited to, the Director of Student Activities, the Director of Guidance and Pupil Services, and other administrative supervisory personnel, and any like or equivalent positions created in the future.

### **1.2 TEACHER DEFINED**

As used herein the word "teacher" refers to all of the members of the bargaining unit herein above described.

### **1.3 SCHOOL YEAR (FISCAL YEAR)**

As used herein the words "school year" refer to the fiscal year beginning July 1 and ending June 30.

### **1.4 SCHOOL TERM**

As used herein the words "school term" refer the school year beginning with the first day of teacher attendance and ending with the last day of teacher attendance as established by the school calendar.

### **1.5 TEACHER EMPLOYMENT DAYS**

As used herein the words "teacher employment days" refer to the days that a teacher is required to work during the school term.

### **1.6 BUSINESS DAY**

As used herein the words "business day" refer to teacher employment days during the school term, except during the summer when "business day" will refer to any day that the Board Office is open for business.

## **ARTICLE II**

### **PROFESSIONAL QUALIFICATIONS**

#### **2.1 SUMMER SCHOOL POSITIONS**

If the Board shall determine to conduct a summer school program, teaching positions shall be first offered to District 99 teachers who are fully qualified and certified in the courses to be taught. The provisions of this Agreement applicable to District 99 summer school teachers are Article IV.1, V.6, V.9, V.11, V.14, VII.7, VII.9, XV, and Appendix D. Teachers of summer school who are not employed by the District during the school term shall be compensated on the same basis as District teachers, but are not otherwise covered by this Agreement.

#### **2.2 APPOINTED POSITIONS**

Any teacher who is appointed to a position as listed in Appendix D of this Agreement shall be compensated according to Appendix D. Should a position be created which is not listed in Appendix D, the Board and Association shall seek to agree upon the compensation for that position, and failing such agreement the matter shall be considered during the negotiation of a successor collective bargaining agreement and any adjustment in compensation shall be retroactive to the establishment of the position.

## **ARTICLE III**

### **EVALUATION OF TEACHING STAFF**

#### **3.1 NOTIFICATION**

- A. Within ten (10) teacher employment days after the beginning of the school term, the Board shall orient the teachers to the District's Appraisal Procedures, Standards and Instruments.
- B. A teacher, newly appointed after the school term begins, shall receive a similar orientation within fifteen (15) teacher employment days of commencement of employment in the District.
- C. The Board approved District99 Appraisal Procedures shall be available for viewing on the District99 website.

#### **3.2 FORMAL OBSERVATION SCHEDULE**

- A. Each tenured teacher in District 99 shall be scheduled for formal observations every other school term.
- B. Each non-tenured teacher shall be scheduled for formal observations every school term.
- C. Formal observations of a teacher shall be conducted with full knowledge of the teacher and in accordance with District 99 Appraisal Procedures.
- D. The observation schedule for teachers split between buildings will be according to the District 99 Appraisal Procedures.

#### **3.3 FORMAL OBSERVATION PROCEDURE**

- A. The Superintendent or designee who conducts a formal observation of a teacher shall act pursuant to the District 99 Appraisal Procedures as then adopted by the board, except as circumstances shall otherwise clearly require.
- B. Formal observations shall reflect the patterns of behaviors as outlined in the District 99 Appraisal Procedures and observable in the classroom visits.
- C. After each formal classroom observation there shall be a post-observation conference held between the observer and the teacher. Every effort shall be made to conduct the post-observation conference according to the timeline and guidelines outlined in the District 99 Appraisal Procedures. By mutual agreement of the teacher and observer, the written report may be deferred for up to five (5) teacher

employment days after the post-observation conference. Such document shall be signed by both parties. One copy shall be placed in the official personnel file of the teacher, and one copy shall be given to the teacher. The teacher's signature shall not be deemed to be an agreement to the content of such evaluation. Such conference is not to be deemed a disciplinary meeting. Consecutive formal observations shall not occur within the same week without the consent of the teacher and notification to the DGEA.

- D. The observer shall provide for the teacher for each category of a teacher's formal evaluation that is not marked as "Distinguished" in accordance with District 99 Appraisal Procedures, clear feedback as to how the teacher can attain the "Distinguished" status in future evaluations.
- E. The Teacher Appraisal Guidelines will define expectations to support teacher understanding of the required criteria related to each of the four performance ratings: Excellent, Proficient, Needs Improvement and Unsatisfactory.
- F. If the teacher thinks the written formal observation is incomplete, inaccurate or unfair, the teacher may put the objections in writing and have them attached to the observation report to be placed in his/her personnel file. A teacher shall have ten (10) teacher employment days from the date of the post-observation conference to file the written objections. A copy signed by both parties shall be given to the teacher.
- G. If the formal classroom observation shall be conducted by a designee of the Superintendent, and the teacher thinks such observation report is grossly unfair, the teacher shall have the right to appeal to the Superintendent. The appeal shall be based on compliance with procedures, observations identified in the observer's comments, documentation of observations or consistency between the rating and summative comments. Such appeal shall be in writing and submitted within ten (10) teacher employment days of receipt of such observation report. Within ten (10) teacher employment days of receipt of the appeal, the Superintendent shall hold a conference with the teacher. Within ten (10) teacher employment days of the conference, the Superintendent shall respond to the teacher, in writing, as to the disposition of the appeal.

### **3.4 SUMMATIVE EVALUATION**

- A. A summative evaluation conference shall be held for each teacher no later than five (5) teacher workdays prior to teacher checkout of the school term in which the teacher is evaluated in accordance with the guidelines in the District 99 Appraisal Procedures.
- B. If the teacher thinks the formal written summative evaluation is incomplete, inaccurate or unfair, the procedures provided for in Section 3.3F and 3.3G of this contract shall apply.

### **3.5 PROFESSIONAL DEVELOPMENT PLAN (PDP)**

A tenured teacher who receives a "Needs Improvement" rating shall participate in a "Professional Development Plan" as provided for in the School Code, section 24A.

### **3.6 REMEDATION PLAN PROCEDURE**

- A. When necessary a meeting will be held to select a consulting teacher and initiate a Remediation Plan as provided for in the School Code.

The attendees at this meeting shall include the Assistant Superintendent for Human Resources, the Principal, the Chair of the teacher's department, the Association President or designee, and the teacher rated "Unsatisfactory". A good faith effort to agree upon a consulting teacher will be made. If an agreement cannot be reached, the School Code procedures will be followed, and the principal will select a consulting teacher. Where no consulting teacher is available in the District, the District shall request the State Board of Education to provide a consulting teacher.

- B. Any eligible teacher who is chosen to serve as a consulting teacher has the right to refuse to serve in such capacity.
- C. The consulting teacher shall be compensated at step 1 of Group R on Appendix D.
- D. In accordance with applicable provisions of the School Code, the Board shall provide indemnification and protection for claims and suits against a teacher as a result of his/her role as a consulting teacher.
- E. If reasonably possible, the schedule of the teacher in need of remediation and the schedule of the consulting teacher shall be coordinated so that consultation and classroom visitation could be accomplished with a minimum of disruption.
- F. The process of remediation is confidential. The consulting teacher shall not be required to make any written statements and any oral statements made by the consulting teacher shall be treated as confidential by any person to whom such statements are made.
- G. The consulting teacher shall have the opportunity to provide input concerning the content of the remediation plan.

### **3.7 FORMAL OBSERVATION REVIEW/AMENDMENT PROCESS**

- A. Teacher Appraisal Committee

The District 99 Appraisal Procedures shall not be amended without first referring the proposed amendment(s) to a joint teacher, administrator committee identified as the Teacher Appraisal Committee (at least one-half of which shall be teachers appointed by the Association President) and providing the committee at least

thirty (30) calendar days to consider and react to such amendments. The Teacher Appraisal Committee will meet each spring to assess the operation of the teacher Appraisal Procedures.

**B. A Performance Evaluation Reform Act (PERA) Joint Committee**

The PERA Joint Committee will be established with equal representation from teachers appointed by the Association President (six members), and administration (six members) unless otherwise agreed. The PERA Joint Committee will be adjunct to the Teacher Appraisal Committee established in 3.7A. The PERA Joint Committee is responsible for developing the components of the District 99 Teacher Appraisal Process related to the identification of student growth measurements and indicators compliant with Illinois State Board of Education requirements. The PERA Joint Committee, within 180 calendar days of the first formal meeting, will come to agreement, by majority vote, on incorporating data and indicators of student growth into the District 99 Appraisal Procedures. If agreement is not so reached, the District shall implement the “model” as established by the Illinois State Board of Education.

**3.8 EVALUATION OF COACHES**

Coaches shall be evaluated in accordance with the “District 99 Athletic Standards of Professional Practice and the Coaches Standards and Assessment” document. The evaluation of coaches shall be maintained with the Athletic Director.

**3.9 GRIEVANCES OVER EVALUATION**

Substantive conclusions, recommendations and decisions under the District 99 Appraisal Procedures and Athletic Standards as referenced above are not subject to Article XV of this Agreement.

**3.10 PERSONNEL FILE REVIEW**

Each teacher shall have the right upon request to review and receive a copy of the contents of his/her personnel file except confidential data from the university and other employers. A representative of the Association, at the teacher’s request, may accompany the teacher in business hours and an employee of the Board may be designated to be present during such review. No material shall be permanently removed from the personnel file without the express written consent of the Board and the teacher.

**3.11 PERSONNEL FILE CONTENTS**

- A. Each teacher’s personnel file shall be located in the District personnel office and shall contain the following minimum items of information:
1. Required medical information.

2. Teacher evaluation reports.
  3. Information which could be used as a basis for discipline or re-employment of said teacher.
- B. Any and all information of a disciplinary or evaluative nature must be documented and the document placed in the teacher's personnel file within thirty (30) teacher employment days of the occurrence which gave rise to said information, except in the case of re-occurring or related events, in which case past information of the same nature may be referred to in the document. Such past information must be included in the document referenced in the preceding sentence, within the thirty (30) teacher employment days allowed for such document. In no event shall information not documented and placed in the teacher's personnel file be used as a basis for demotion, discipline or dismissal except for serious infractions, which could be the subject of criminal prosecution or civil complaint.

A copy of each document of an evaluative or disciplinary nature or to be used for adverse employment actions shall be given to the teacher at the time it is placed in the personnel file. Every such document must be signed by the teacher, thereby acknowledging his/her awareness of the existence of the document. A notation to the effect that "I acknowledge receipt of this document" will be placed on each document, which must be signed and dated by the teacher. If a teacher refuses or fails to acknowledge receipt of the document, an administrator may so note on the document and then place it in the teacher's personnel file.

Nothing in this section applies to any material originated by the teacher. However, a teacher may file a written response to any document placed in the personnel file, provided the response is filed within thirty (30) teacher employment days of the teacher's receipt of a copy of the document. The teacher's response will be placed in the personnel file.

## **ARTICLE IV**

### **ASSAULT ON TEACHER**

#### **4.1 ASSAULT ON A TEACHER**

In any case of assault or battery, or severe electronic abuse of a teacher, the teacher shall report such case to the Board or its designee no later than 3 calendar days after the occurrence or discovery of the case. The Board shall assist the teacher in reporting the case to the local law enforcement authorities and provide assistance, including the advice of legal counsel if necessary, to apprise the teacher generally of his/her rights and obligations with respect to such case and shall render reasonable assistance to the teacher in handling the case by law enforcement authorities, provided the teacher shall have acted within the scope of his/her employment and pursuant to Board policy or administrative procedures or directions.

In accordance with applicable provisions of the School Code, the Board shall provide indemnification and protection for claims and suits against the teacher. The Board may, at its discretion, provide legal assistance to a teacher who is formally charged with criminal assault and/or battery.

# ARTICLE V

## TEACHER RIGHTS

### **5.1 RIGHT TO ORGANIZE AND PARTICIPATE**

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board through representatives of their own choosing.

### **5.2 NO REPRISAL**

Teachers will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join the Downers Grove Education Association, the Illinois Education Association, and the National Education Association, and participate in their activities.

### **5.3 NON-DISCRIMINATION**

The Board shall continue not to illegally discriminate for reason of race, creed, religion, color, age, sex, sexual orientation, marital status, or national origin against a teacher. All claims for violations of this section must be submitted to the proper state and/or federal authorities for adjudication, rather than to arbitration under the provisions of the grievance procedures this Agreement.

### **5.4 BOARD MINUTES**

The Board shall provide the Association President with a copy of the minutes and agenda, if there be such, of all Board meetings and a copy of the notice of the meeting of any special Board meeting by e-mailing, mailing or placing a copy of same in the mailbox of the Association President promptly following its distribution to the members of the Board of Education. The Board, in response to reasonable written requests of the Association President or designee, shall furnish information that is of public record which is necessary for the Association to process a grievance or complaint. The Board may assess a cost not to exceed that provided by the State and/or Local Public Records Act for such information after the first ten (10) sheets of paper or for material previously furnished.

### **5.5 NAMES OF NEW TEACHERS**

Names and addresses of newly employed teachers shall be made available to the Association President or designee upon written request.

## **5.6 REQUIRED MEETINGS**

When a teacher is required to appear before the Board of Education, the teacher shall be given reasonable prior written notice of the subject of such meeting or interview, and shall be entitled to have a representative of the Association present if the said teacher so desires. Prior to any meeting with an administrator which could be reasonably anticipated to lead to his/her suspension, demotion, discharge or reprimand, the Administration shall give reasonable prior written notice of the reason(s) for such meeting to the teacher and said teacher shall have the right to be represented at such meeting.

## **5.7 ASSOCIATION RIGHTS - EXCLUSIVE**

The rights granted herein to the Association shall not be granted or extended to any other organization representing or seeking to represent teachers.

## **5.8 ASSOCIATION VIEWS - BOARD PERSONNEL POLICIES**

The Board will advise the Association President or designee of formal Board consideration of an amendment to Board personnel policies at the time a written recommendation is made to the Board of Education or its policy committee, whichever comes first, by the Superintendent or designee.

## **5.9 ASSOCIATION PARTICIPATION - TEACHER SUSPENSION, DEMOTION, DISCHARGE**

No teacher shall suffer a loss of pay except for just cause. Fringe benefits and wages will remain in force if a teacher is suspended pending a review of the case by the Board of Education.

A teacher charged with misconduct, neglect, or violation which may lead to discipline, suspension, demotion, or discharge, shall have the right to be represented by the Association or have a representative of the Association present in meetings conducted by the Board or Administration with such teacher regarding such charge. At the time of scheduling such meeting, the teacher will be given reasonable notice of the nature of the charge, and both the teacher and an Association representative will be given reasonable advanced notice of the time of the meeting.

All teachers shall be given a copy of the District's Certified Employee discipline Policy, Administrative Regulation 5.209.

## **5.10 ASSOCIATION BUSINESS**

The Association will be permitted to utilize up to eighteen (18) teacher employment days for Association activities each school term. The Association shall reimburse the District at the substitute pay rate for each day used. Days not used within one school term shall be cumulative. The maximum number of days to be accumulated shall be twenty-two (22). For confirmation purposes, it shall be the responsibility of the Association to verify the number of days used during the given school term. Notice of intention to utilize such days including the identity of the teacher(s) involved, shall be given to the Superintendent or designee no later than 10:00 a.m. on the preceding teacher employment day.

## **5.11 PARENT - STUDENT COMPLAINTS - PROCEDURE**

Any complaint directed toward a teacher by a parent or a student which is deemed consequential shall be channeled through the principal or other appropriate administrator who shall attempt to resolve said complaint. The complaint shall be brought to the attention of the teacher promptly in light of the nature of the complaint and no action will be taken against said teacher, if any is deemed by the administration to be necessary, shall be taken by the Administration until after the date of a reasonably scheduled administrator - teacher conference.

Action may be taken immediately and the conference held as soon as practicable where circumstances warrant an atypical procedure, such as matters which could reasonably result in criminal prosecution, civil complaint, or removal of the teacher's certificate, and where delay in conducting the conference cannot reasonably be avoided. The involved teacher shall have the right of a representative at such conference if the teacher requests.

## **5.12 BOARD - TEACHER DISCRIMINATION**

The Board shall not discriminate against any teacher by reason of his/her membership in the Association, negotiations with the Board, or his/her participation in lawful Association activities.

## **5.13 ASSOCIATION RIGHTS**

The Association shall have the right to:

- A. Use school buildings for Association meetings provided the Association shall reimburse the Board for any special custodial charges incurred and any damages occasioned by such use. Request for the use of such building shall be submitted to the principal a reasonable time in advance. Use shall not interfere with any previously scheduled use of the facility. This subsection shall not be applicable unless at least ninety percent (90%) of those in attendance (if such attendance is fifteen (15) or more persons) are employees of the Board or family members of such employees.

- B. Use teacher mailboxes, the inter-school mail, electronic communications (subject to the Board's acceptable use policy and regulations), and a school bulletin board as designated in each building for official Association publications identified as such. This provision shall cease to be applicable if the United States Postal service or any court of competent jurisdiction shall hold that Association mail may not be carried without the affixation of postage.
- C. Use school equipment and resources as specifically authorized by the principal or designee. The Association shall reimburse the Board for the reasonable cost of materials and supplies incident to such use and any proven damages directly attributable to such use.

#### **5.14 ACADEMIC FREEDOM**

Teachers shall not be denied academic freedom. As used herein "academic freedom" shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program so determined through normal curricular channels. The teacher shall present materials on opposing sides of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety.

#### **5.15 RELEASED TIME FOR ASSOCIATION OFFICERS**

The President of the Association shall be given release time equivalent to two (2) instructional periods per day and (1) supervision period per day to conduct business directly related to the operation of the Association and/or its state and national affiliates, and to consult with the Superintendent or designee. The Vice-President from the school which does not have the President shall be released from one (1) supervision period per day for the same purposes as for the President.

The President shall continue his/her status as a full time employee within the District during his/her presidency.

#### **5.16 ASSOCIATION VIEWS - BUDGET CUTS**

The Board shall advise the Association President or designee of any intention to consider a budget cut in excess of five percent (5%) of the total adopted budget for the Education Fund for the preceding school year at least twenty- eight (28) calendar days prior to final adoption thereof, and in such interval to consider any written comments which the Association may submit.

#### **5.17 FAIR SHARE**

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair

share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) business days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
  - 1. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- G. If the Association strikes during this agreement the Fair Share clause shall become void.

## ARTICLE VI

### VACANCIES, PROMOTIONS AND REDUCTIONS IN STAFF

#### **6.1 VACANCIES, PROMOTIONS - POSTED**

Throughout the school term and the summer, the Superintendent shall electronically send all staff members and the Association President or designee a notice of vacancies in new or promotional positions as they occur or as they are anticipated. Such notice shall be accompanied by a description of the position including, a statement of minimum qualifications and salary.

#### **6.2 VOLUNTARY BUILDING TRANSFER**

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building where a vacancy exists. Application shall be in writing to the building principal where the vacancy exists with a copy to the Personnel Department. The interests and aspirations of the individual teacher shall be considered in all transfers.

If a reassignment request is denied, the teacher may request a meeting with the administrator denying the reassignment. If the teacher so desires, the teacher may have a representative of the Association present at the meeting.

#### **6.3 INVOLUNTARY TRANSFER**

Any teacher involuntarily transferred to another building or another department shall be notified of such transfer as promptly as possible. Such transfer shall occur based on stated District needs. Upon request, such teacher shall have the right to a conference with his/her immediate supervisor to discuss such reassignment or transfer. Such teacher shall be permitted to resign without prejudice by giving written notice thereof within ten (10) calendar days of notice of such reassignment or transfer. Such resignation will be effective as soon as the Board is able to recruit and select a qualified replacement, but in no event will the teacher be required to work more than thirty (30) calendar days.

#### **6.4 REDUCTION IN FORCE/RECALL**

Annually a reduction in force (“RIF”) joint committee (the “RIF Joint Committee”) shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of The Illinois School Code. The RIF Joint Committee shall be composed of twelve (12) members, six (6) members to be appointed by the Superintendent and six (6) members to be appointed by the Association. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any

agreements reached by the RIF Joint Committee must be approved by the affirmative vote of at least seven members. Any agreements reached by the RIF Joint Committee shall be communicated to the Superintendent and to the Association on or before February 1 of the year in which RIF Notices are to be sent out.

- B. When the Board deems it necessary to undertake a RIF of teachers, the Superintendent or designee shall give the Association President written notice of such determination at least ten (10) calendar days before the Board takes final action on such reduction.

By no later than March 15 of each school year, the Superintendent or designee shall consult with the Association President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12(b) of The School Code. The Superintendent or designee shall complete the list and provide the Association President with a copy by no later than 75 calendar days before the end of the school term. Thereafter, the Superintendent or designee shall promptly inform the Association President of any changes in the list made between the time of consultation with the Association President and any RIF action taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

Teachers dismissed as a result of a RIF shall have the right of recall as set forth in Section 24-12 of The School Code. Notice of recall shall be sent to the teacher by registered or certified mail to the last address submitted by the teacher to the Board. 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 shall terminate the responsibility of the Board under this section. A copy of all such recall notices shall be sent to the Association President electronically and by regular mail.

- C. Where seniority is to be applied under Section 24-12 of The School Code, the following criteria shall be used:

- (1) Seniority is defined as the length of continuous service as a certified teacher in the District, beginning with the teacher's first year of full-time service for purposes of acquisition of tenure under Section 24-11 of The School Code. If a teacher is reduced, involuntarily or by agreement, to less than full time service, seniority will continue to be earned prorata, based on the normal full-time teacher workday and work year. If a teacher is absent from work, seniority will continue to be earned during authorized sick leave, sabbatical leave, leaves of thirty (30) calendar days or less and other leaves to the extent required by law; provided, however, leaves other than those set forth above and unauthorized leaves will not be counted in determining seniority.

- (2) If two (2) or more teachers otherwise have equal seniority and one or more is to be honorably dismissed, seniority order, if applicable, shall be determined by, in order:
  - a. Total teaching experience (public or private within the United States)
  - b. Highest degree earned
  - c. Most credit hours beyond degree
  - d. Lottery
- (3) Teachers given an assignment not in a position in the sequence of dismissal list shall continue to accrue seniority in the position in the sequence of dismissal list in which they last taught.

## **ARTICLE VII**

### **WORKING CONDITIONS**

#### **7.1 SCHOOL CALENDAR**

The Association President or designee shall have the right to submit to the Superintendent a suggested school calendar for the following school year. Such submission shall be in writing and filed no later than December 1st. The Superintendent shall not submit a recommendation to the Board of Education for the adoption of a calendar prior to considering such timely submission by the Association.

#### **7.2 TEACHER DAY**

- A. The teacher's normal work day, inclusive of lunch, but exclusive of extra-curricular activities, parent conferences, faculty meetings, and department meetings, shall not exceed eight (8) hours, except in an emergency. In the event of such emergency, compensatory time shall be granted for hours worked in excess of eight (8). Likewise, teachers shall not be required to report for work more than twenty- five (25) minutes prior to the scheduled arrival of the majority of students on normal student attendance days. However, on Fridays and days preceding holidays and/or vacations, the teacher's day shall end at the close of the normal student day if there are no remaining supervisory duties.
- B. One required Open House will be held in the autumn of each School Term. The Board shall give every consideration to compensatory schedule adjustments concurrent with the holding of the autumn open house for parents.
- C. During each workday, each teacher shall be entitled to a duty-free lunch equal to that of a normal class period. The Board shall provide a minimum of one (1) preparation period, equal to that of a normal class period. A teacher shall be permitted to leave the building during a preparation period or during lunch, provided he/she has checked out with the building principal or designee.
- D. School Day Study Committee

A Joint Committee (the "Committee") shall be formed to consider development and implementation of a new work day schedule for teachers and instructional day for students to be implemented at the start of the 2013-14 school term. The Committee shall be composed of fourteen (14) members, seven (7) appointed by the Superintendent and seven (7) appointed by the Association President, and jointly chaired by an administrative member and an Association member of the Committee.

The Committee shall be appointed and the first meeting scheduled within seven (7) calendar days after approval of this Agreement by the Board. The first meeting of the Committee will be scheduled as soon as practical but no later than July 18, 2012. The Committee will meet as often as necessary to present a comprehensive final recommendation to the Board and the Association by no later than November 1, 2012. The Committee shall also submit monthly status reports to the Superintendent and the Association President. The Committee must be cognizant of the importance that its recommendations be cost neutral. The following principles shall guide the Committee in its work and final recommendation: A teacher work day will provide:

1. A block of time to allow students to have equal access to any of their teachers to request help when needed.
2. A block of time to allow teachers' access to colleagues for the purpose of collaboration.
3. Time for teachers to develop, implement and support RTI interventions.
4. Time for the district/building to conduct meetings such as but not limited to committee work, PLC Team meetings, evaluation conferences and department meetings.
5. A schedule that maintains or enhances current levels of district programming.
6. A schedule that reduces the frequency of shortened or altered school days.
7. Supervision of all students throughout the school day.
8. Appropriate student contact time as required by law.

Within thirty (30) calendar days after receipt of the Committee's final recommendation, the Board and the Association shall accept or reject the recommendation, and give written notice of its action to the other. If both accept the recommendation, it shall be implemented. If either or both reject, the notice shall include a detailed explanation and the modifications necessary for approval. During the thirty (30) day period following rejection, Board and Association representatives shall meet to attempt to resolve the reasons for rejection and reach agreement on the new work and instructional day. Section 10.3 Waiver of Additional Bargaining does not apply to the recommendations of the Committee.

### **7.3 TEACHER SCHEDULE**

- A. A teacher shall be given a tentative schedule of his/her assignments for the forthcoming school term no later than teacher checkout day. The Administration will make a good faith effort to obtain input from the teacher relative to any changes that may take place in the teacher's assignment. In the event that the teacher does not wish to accept the assignment, the teacher may resign his/her teaching position within the school district by giving written notice thereof to the

secretary of the Board. The resignation must be submitted within the time permitted by the Illinois School Code.

- B. The Board shall make every reasonable effort to notify a full-time teacher of a change of assignment no later than 30 calendar days prior to the first day of the new school term. In the event it is necessary to change an assignment after such date, the teacher shall have the opportunity to meet with his/her supervisor to discuss the reasons therefore. If such assignment continues to be unacceptable to the teacher, the teacher shall be allowed to resign, as provided by law, or as soon as a suitable replacement can be secured by the Board.

#### **7.4 TEACHER ASSIGNMENT**

- A. A full time teaching assignment shall consist of five (5) teaching periods per day for each scheduled day of classes, not to exceed fifty (50) minutes per period.
- B. The Board shall make every effort to provide no more than three (3) different preparations, where practical, without the consent of that teacher.
- C. The Board agrees that typically it is desirable to limit the number of classes to be taught consecutively during the day by a teacher to three. As used in this subsection, the teaching of classes shall not include any supervisory assignments or any small group instructional assignment.
- D. An assignment of more than five (5) teaching periods per semester shall constitute an overload. An overload shall be paid at the rate of 10% of the teacher's base salary per semester of overload. When the assignment load of more than five teaching periods is for less than one full semester, the teacher will be paid 10% of the teacher's per diem for the number of days of overload in that semester. No teacher will be assigned more than one (1) overload during any one (1) semester. No teacher will be assigned an overload without the teacher's consent. If a teacher is assigned an overload, he/she shall be released from supervisory duty.
- E. The Board shall make every effort to provide an equitable rotation of supervisory assignments during the regular school day, taking into consideration the comparative nature of such assignments, but avoiding assignments which are unnecessary and which would be made solely to equalize the supervisory load among teachers. The Association shall have the right to suggest to the principal or designee alternative assignments and/or those which may be deemed unnecessary.
- F. No teacher shall be assigned to supervise the student cafeteria during lunch hours without the teacher's consent. No teacher shall be assigned supervisory duty out of doors without the teacher's consent.
- G. The Board shall make every reasonable effort to notify a full-time teacher of a change of assignment no later than 30 calendar days prior to the first day of the new school term. In the event it is necessary to change an assignment after such

date, the teacher shall have the opportunity to meet with his/her supervisor to discuss the reasons therefore. If such assignment continues to be unacceptable to the teacher, the teacher shall be allowed to resign, as provided by law, or as soon as a suitable replacement can be secured by the Board.

- H. The Board and the Association recognize the value of providing common plan time, exclusive of duty-free lunch, and limiting the number of teaching partners for teachers of co-taught and interdisciplinary classes. Any teacher who is not provided common plan time or who is assigned more than two (2) co-teaching partners, and/or inter-disciplinary teaching partners, may request that modifications to the teacher's schedule be considered by the Principal or designee. The request shall be submitted in writing to the Principal or designee, who shall promptly respond to the request.
- I. A co-teacher shall be assigned to no more than one (1) class during the same period.
- J. The Board shall provide co-teachers equal access to student records via technology.
- K. A teacher with thirty percent (30%) or more of their class list on "Academic Watch" may request consideration by the principal or designee of the assignment of a co-teacher or other form of support. The request shall be submitted in writing to the Principal or designee, who shall promptly respond to the request.

## **7.5 STUDENT TEACHER USAGE**

The acceptance of a student teacher shall be voluntary on the part of teachers. No student teacher shall be used at any time as a substitute teacher.

## **7.6 HOMEBOUND INSTRUCTION**

If a teacher is assigned to homebound instruction or is assigned to prepare assignments on a continuing basis in a subject which that teacher does not presently teach, the teacher shall either receive additional compensation thereof, or the teacher's regular load shall be appropriately adjusted. Such assignment shall not be made except with the teacher's consent or unless there is no reasonable alternative.

## **7.7 FACILITIES**

- A. The Board agrees to make readily available for each building computer network and internet access (subject to the District Internet Safety Policy and Use of Technology, Board Policy 6.235 and the related Administrative Regulations), and duplication facilities.

- B. Off-street parking facilities shall be provided and identified for staff use.
- C. A teacher shall not be required to work under hazardous conditions or to perform tasks which endanger his/her safety, provided this shall not be construed as to in any way limit the responsibility of teachers to assure the welfare of students.
- D. The Board recognizes the importance of and shall endeavor to have each campus ready for instructional purposes and accessible by teachers prior to the first day of work for teachers. Readiness includes all duplicating equipment, teacher computer stations, and instructional devices such as smartboards, projectors, and the like have been properly installed and tested.

## **7.8 SPLIT TEACHING ASSIGNMENTS**

In the event that a teacher is required to have a split teaching schedule (part assignment at one building and the remainder at a second site) the following items will apply:

- A. Parking spaces -- the District will provide reserved parking at the secondary teaching site for all teachers involved in split assignments in spaces located as close to the building entrances as feasible.
- B. Teachers with split teaching assignments shall be released from supervisory duty.
- C. Extra curricular assignments -- if the teacher wishes to continue with the assignment the teacher's building assignment shall be such that the last teaching period is in the building which the extracurricular duty is assigned.
- D. The building of major assignment (3/5 or more) should be considered their primary building. The primary building will be:
  1. The location where paychecks will be distributed (unless the teacher requests otherwise).
  2. The location where the summative evaluations occur.

The primary building will be the location for department and faculty meetings. The teacher will not be expected to attend all department and faculty meetings in both buildings. However, the teacher will attend open house for parents at both buildings. Should the open house occur on the same night for both buildings, the teacher shall attend the open house for their primary building, and provide relevant course information at the other location, using a format chosen by the teacher. The teacher will schedule parent conference time at both buildings; the teacher will be required to split the designated conference time between the two buildings.

- E. Mileage -- the split assignment teacher will be paid mileage for travel between schools at the current District rate.
- F. Travel limitation -- no teacher shall have to travel more than once per day unless for a short term emergency situation.

**7.9 RTI/RESTRUCTURING COMMITTEE**

- A. A District RtI / Restructuring Committee composed of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the Association President shall be formed and meet on an as-needed basis. The purpose of the Committee is to discuss and explore solutions to the impact on teacher working conditions resulting from implementation of federal and state Response to Intervention requirements and/or Restructuring which may be required by federal or state agencies if the District fails to meet Adequate Yearly Progress requirements. The Committee will meet promptly at the request of either the Superintendent or the Association President and, where appropriate and as needed, develop a written report which assesses the relevant issues and proposes solutions. The report shall be submitted to the Superintendent and the Association President, with a copy to the Board. If no consensus is reached, the Administrative and Association representatives may each submit a report. The Superintendent and the Board, if Board action on the proposed solutions is necessary, will promptly respond in writing to the report. Alternatively, if no consensus is reached, the Association may request that the Board waive Article 10.3 of this agreement and enter into negotiations.
- B. In accordance with section 5/10-20.20 of the School Code, the teacher shall be indemnified and defended from liability if a student with special needs, regardless of setting, does not achieve the growth projected in the student's IEP (Individualized Education Program); i.e.: long and short term goals.

# ARTICLE VIII

## LEAVES

### 8.1 SICK LEAVE

Each teacher shall be entitled to a total of fifteen (15) sick leave days per school term without loss of pay. Such leave if unused shall accumulate to three hundred forty (340) days. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or injury, or death in the immediate family or household. Immediate family shall be defined in accordance with the School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the above, exceptions can be made at the discretion of the Superintendent of Schools.

- A. Sick leave shall not be used for cosmetic surgery (except as required as a consequence of an accident or illness) or for any matter, which in the opinion of the employee's health-care provider, may be safely deferred until the summer recess or other vacation period.
- B. When, through no fault of the teacher, a teacher becomes absent due to on-the-job injury, the teacher shall first use his/her accumulated sick leave to apply to such absence. If such absence exceeds the accumulated sick leave of the teacher, the Board shall compensate the teacher for the difference, if any, between the teacher's salary and any other award, judgment, settlement of proceeds of insurance or other compensation or remuneration which the teacher may receive from whatever source as a consequence of such injury. If and when the teacher returns to work after such an absence, the Board shall award the teacher the total amount of sick days used up during the absence by restoring the same to his/her accumulated sick leave if such injury were caused by the negligence of the Board or actions of a student and the teacher was acting pursuant to Board policy or administrative direction. (If the teacher is adhering to administrative direction, this paragraph shall apply notwithstanding conflicting Board policy.) This paragraph shall cease to be operative on such date as the teacher would otherwise qualify for benefits under the Illinois Teachers' Retirement System, but in no event for more than ninety (90) employment days.
- C. If a teacher has exhausted all accumulated sick leave but continues to be unable to work because of personal illness, the teacher shall be granted a leave of absence without pay, provided that if a teacher has been absent from work for one hundred eighty (180) calendar days or more on account of the same illness (whether continuous or intermittent), the Board may determine such teacher to be permanently disabled. If the teacher is able to return to his/her duties within twelve (12) calendar months next following the determination of permanent disability, he/she shall be offered reemployment. It shall be the responsibility of

the teacher to make known to the Superintendent or designee such ability to return. If the teacher does return, he/she shall suffer no loss of tenure. Failure to accept an offer of re-employment shall terminate the District's responsibility to such teacher. A teacher may exercise his/her reemployment rights under this subsection only once.

## **8.2 FAMILY MEDICAL LEAVE ACT (FMLA)**

**Family Medical Leave Act (FMLA)** as defined by the U.S. Department of Labor, Wage and Hour Division. Eligible employees currently include teachers who have been employed by the District for at least 12 months and have worked for at least 1250 hours.

FMLA requires employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Leaves for military related purposes may also be available.

A teacher must complete and submit the Family and Medical Leave Request Form posted on the District's website.

An employee may use accumulated sick time during an FMLA period under the following conditions:

1. Medical certification is provided defining the period of "disability" and
2. The period of disability is within the school term.

## **8.3 SICK LEAVE BANK**

The Board, in cooperation with the Association, shall maintain a Sick Leave Bank to provide for the alleviation of the hardship caused to a teacher if a catastrophic illness or injury forces the teacher to exhaust all leave time earned by that teacher. The Sick Leave Bank shall be managed by a Sick Leave Bank Review Committee ("Committee") consisting of three Association members appointed by the president of the Association and a non-voting member appointed by the Superintendent. The Committee, subject to Board approval, shall formulate and publish rules for the implementation and administration of the Sick Leave Bank consistent with the foregoing stated purposes of the Bank. The Sick Leave Bank Regulations, Request to Use Sick Bank form, and Sick Bank Contribution form, will be posted electronically. The rules shall also accord with the following guidelines:

- A. Sick Bank Contribution Forms will be available on the District website, and need to be submitted by October 1 of the current school term. Effective the 2012-2013 school year, upon hire, teachers new to the District will have the option of donating to the Bank; however, teachers who elect not to donate a day will not be able to access the Bank. Teachers hired before 2012-2013 will not be required to donate additional days; they are already contributors to the Sick Bank. If the Sick Bank balance falls below 200 days, the Sick Bank Review Committee will convene and discuss options for replenishing the bank.
- B. A teacher shall be entitled to draw upon the bank only after having exhausted all of his or her sick and personal leave days and having been absent from work without pay for two (2) additional days due to that member's catastrophic illness or injury.
- C. A teacher suffering from injuries and illnesses that are compensable under the Workers' Compensation Act or Workers' Occupational Diseases Act, or who are receiving disability benefits from the Teachers' Retirement System, the Social Security Administration or the Veteran's Administration or other source shall not be eligible to draw upon the bank.
- D. Application by a teacher to draw upon the bank shall be in writing, verified and supported by a statement from the teacher's physician. The Committee or the Superintendent may require the applicant to obtain a second opinion from a physician of the District's choice at the District's expense. The Committee shall make provision for the confidentiality of all physician communications.
- E. "Catastrophic illness or injury" means temporary incapacity or disability resulting from a life threatening illness or an injury of a catastrophic nature including, but not limited to, cancer, massive heart attack or severe injuries from an automobile or other accident.
- F. The maximum number of Sick Leave Bank days which may be granted in a single school term to a teacher is sixty (60).
- G. The maximum number of Sick Leave Bank days which a teacher may use during his/her employment with the School District is one hundred twenty (120) days.
- H. Sick Leave Bank days may only be used during the regular school term for personal illness or injury of the teacher.
- I. All Sick Leave Bank usage approved by the Committee must also be approved by the Superintendent.
- J. Committee decisions may be appealed, subject to rules, to the Superintendent by either an affected teacher or the principal of the school.

K. All dispositions shall be issued in writing, with a copy going to the Association President.

#### **8.4 PERSONAL LEAVE**

The Board will grant two (2) days of personal leave each school term accumulative to three days. Beginning with the tenth year of service, personal leave will accumulative to five (5) days. Additional unused personal leave shall accumulate as sick leave. It is the express responsibility of said teacher to make contact with the building principal, or delegated representative, that a personal leave will be taken and that said teacher is also responsible for making contact with the proper person so that a substitute teacher can be called. When more than two days are taken consecutively, the principal may request a statement of reasons for such leave.

Exceptions to the following may be made by the Superintendent or designee: Personal leave shall not be taken on the day preceding or the day following a holiday or recess period without loss of pay.

Personal leave may be used in increments of one-quarter (1/4) day. One quarter personal day will be deducted for an absence of two contract hours or less. One half personal day will be deducted for an absence of more than two and up to four contract hours. Three quarters personal day will be deducted for an absence of more than four and up to six contract hours. A full personal day will be deducted for any absence over six contract hours.

The purpose of personal leave is to permit the teacher to attend to matters which cannot reasonably be deferred to non-school hours or days. Personal leave shall not be utilized to perform services which are taxable as ordinary income, or to participate in any work stoppage or job protest. No reason for such leave need be given at the time of application. If individually requested in writing, the teacher shall affirm that the purpose of such leave is consistent with the standard set forth in this paragraph. If the number of personal leave requests for a specific date or dates is such that enough qualified substitutes cannot be secured, the principal or designee may inquire with teachers about the possibility of reasonably deferring the request for a personal leave. In the event that a teacher cannot defer the personal leave, no further action will be taken by the Board.

#### **8.5 BEREAVEMENT LEAVE**

In the case of death in the immediate family of a teacher a maximum of four (4) days absence shall be allowed at full pay. Any time required beyond four (4) days shall be assessed against accumulated sick leave.

For purpose of this section, "immediate family" shall be defined as parent, spouse, children, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, and daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, legal

guardian(s), ward(s), stepchild, step-grandchild and someone residing in the household. At the discretion of the Administration, additional interpretations of "family" may be established.

## **8.6 FULL YEAR PARENTAL LEAVE**

An unpaid leave of absence for one (1) school term shall be granted to any tenured teacher who qualifies and is accepted by the Board. Letters of request shall be submitted to Human Resources prior to February 1 of the school term before the school term for which the leave is requested. The request for a parental leave shall include the starting and ending dates for the requested leave. A leave will commence no later than one calendar year from the actual date of delivery or placement of an adopted or foster child in the home. An additional letter stating intent to return to work at the end of the leave is due by Feb. 1 of the school term in which the leave occurs. The contractual continued service status (tenure) of the teacher shall not be affected.

Any of the conditions applying to Parental Leave may be waived by the Superintendent or designee at his/her sole discretion without precedential effect. During the course of a parental leave, a teacher may be employed on a full or part-time basis, if mutual agreement is reached between the Superintendent or designee and the teacher. It is understood that any such arrangement is non-precedential.

Nothing in section 8.5 will be interpreted as to require any teacher to make application for parental leave. Any teacher who chooses not to apply for parental leave or who is ineligible for parental leave, shall be entitled to utilize accumulated sick leave on any day(s) on which the teacher is sick or disabled as a result of pregnancy and for childbirth. If such teacher exhausts all accumulated sick leave, he/she will be granted a leave of absence without pay during the period in which he/she continues to be sick or disabled as a result of such pregnancy or childbirth.

## **8.7 PAID LEAVE**

The purpose of the leave is to encourage professional development while engaged in some alternate teaching activity that has mutual benefits to both the teacher and the District.

- A. Eligibility - An applicant must be a certified teacher on continued contractual service.
- B. Length of leave - The maximum length of leave will be one (1) full school term but may be less than one school term or less than full time during the day.
- C. Compensation - A monetary stipend will be paid to the teacher while on leave. The amount will be determined by mutual agreement of the teacher, the Board or designee, and the Association. The level of compensation will be commensurate with the time involved and the value of the activity to the Board.

- D. Contractual service - The continued contractual status (tenure) of a teacher shall not be affected by granting of such leave.
- E. Fringe benefits - Fringe benefits shall remain in force as if the teacher were teaching full time in the District.
- F. Salary step - All leave participants shall receive full salary step advancement at the start of the school term.
- G. Selection - All applications must be submitted to the Board or designee by February 1 for the following school term. A selection committee composed of six members, three appointed by the Superintendent and three appointed by the Association President, shall review the applications and make recommendations to the Superintendent as to approval of the leaves by the second Friday in February. The Superintendent shall present the recommended applications to the Board for final approval. Approved leave applicants shall be notified by March 1 and must accept in writing by the second Friday in March.
- H. Selection criteria - The following criteria should be used as guidelines for application and will be some of the criteria used by the selection committee:
  - 1. Applicants should have taught at least six school terms as a full time teacher in the district.
  - 2. Leaves will not be granted to complete work toward a masters degree.
  - 3. Each leave will be assessed as to the need in the District, the benefit to the school and District, and the relation to the current program of work for the District.
  - 4. Past contributions to the District by the teacher will be considered.
  - 5. Preference will be given to applicants who have not previously been granted a leave.
- I. Each application for this leave shall be granted or denied within the sole discretion of the Board, and all such actions shall be non-precedential.

**8.8 LEAVES OF ABSENCE**

A leave of absence of up to two (2) school terms without pay may be granted to a teacher, upon application, for the purpose of professional development. Examples of professional development activities would include, but not be limited to, participation in exchange teaching programs in other states, territories, or countries; foreign or

military teaching programs; Teachers Corps, Job Corps as a full-time participant; or cultural travels or work programs related to his/her professional responsibilities.

To qualify for such leaves the teacher shall state his/her anticipated benefit toward professional development as a result of the experience along with a statement of intent to return to the District for two (2) school terms. The teacher shall advance to the number of steps on the salary schedule equivalent to the time on leave. The contractual continued service status (tenure) of a teacher shall not be affected.

#### **8.9 FULBRIGHT LEAVE**

A leave of absence for one (1) school term shall be granted to any teacher who is accepted into the Fulbright Teacher Exchange Program and the exchange teacher is accepted by the Board. The Board shall continue to pay the teacher's regular salary and benefits.

Payroll checks shall be mailed on or before the regular payday to an address filed in the Business office.

To qualify for a Fulbright Leave the teacher shall state his/her intention to return to the District for a period of one (1) school term which shall be appropriately guaranteed. The contractual continued service status (tenure) of the teacher shall not be affected.

#### **8.10 PUBLIC OFFICE**

A leave of absence without pay may be granted to a teacher upon application for the purpose of campaigning for or serving in a public office to the extent necessary for such activities. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as s(he) should have been had s(he) taught in the system during such period not to exceed one step. The contractual continued service status (tenure) of a teacher shall not be affected.

#### **8.11 ADVANCED STUDY**

A leave of absence without pay for the purpose of advanced study of up to two (2) school terms may be granted, upon application, to a teacher provided the teacher states his/her intention to return to the school system for an equivalent number of school terms.

Application must be made to the Superintendent by February 1. The contractual continued service status (tenure) of a teacher shall not be affected because of absence while on leave as provided herein.

Salary placement shall be equivalent to that which the teacher was entitled at the time the leave began.

## **8.12 JURY DUTY**

The Board shall pay the regular salary to teachers called to serve as jurists provided this section shall not be applicable to any matter in which the teacher or the Association and the Board are adverse parties.

The Board's obligation hereunder to teachers subpoenaed as witnesses shall not exceed two (2) days per school term except where subpoenaed as a prosecution witness in a criminal proceeding.

## **8.13 ORGANIZATIONAL LEAVE**

A leave without pay for the purpose of serving as an officer in a state or national teacher organization up to two (2) school terms shall be granted upon written application. Application must be made by March 1 to the Superintendent. Such leave shall commence at the beginning of the next school term, except in an emergency when it may begin forthwith, and in such instances the leave shall be for no more than the balance of that school term and one succeeding school term.

The contractual continued service status (tenure) of a teacher shall not be affected because of absence while on leave as provided herein. Salary placement shall be equivalent to that which the teacher was entitled at the time the leave began.

## **8.14 PROFESSIONAL LEAVE**

Teachers may request authorization to attend professional activities of the types generally described in this section in addition to those normally scheduled as a part of the educational program of the School District. Upon the recommendation of the Superintendent, the Board of Education may grant such leave if it deems the interest of the School District will be served by such attendance. Such a leave may be granted with or without pay and may or may not provide expenses for the teacher involved.

## **8.15 DISCRETIONARY LEAVE**

Any leave of absence hereunder which may be granted or denied at the option of the Board shall be in the sole discretion of the Board and the granting or denial of such leave in any absence shall not be precedential.

## **8.16 ALTERNATE EMPLOYMENT LEAVE**

A leave of absence without pay for the purpose of alternative employment on a full-time basis may be granted to any teacher for a period of up to one (1) school term.

The teacher must inform the Superintendent of such leave by February 1 of the school term preceding each term of the proposed leave. The contractual continued service status (tenure) of a teacher shall not be affected.

## 8.17 PART-TIME TENURE TEACHING OPPORTUNITY

- A. Tenured teachers who seek part time tenure teaching opportunities during all or part of a school term shall submit a letter of interest to Human Resources and the teacher's immediate supervisor prior to February 1 of the school term for which they would like to teach part time. Requests shall be granted in accordance with student scheduling needs and building needs. The Board shall notify the applicant for a part-time tenure teaching opportunity of the disposition of the request no later than June 1.
- B. Teachers may apply for a part-time tenure teaching opportunity in successive school terms, but each application shall be individually considered. A participant in a part-time tenure teaching opportunity shall have no vested right in its renewal or extension.
- C. Each application for a part-time tenure teaching opportunity shall be granted or denied within the sole discretion of the Board, and all such actions shall be non-precedential.
- D. The contractual continued service status (tenure) of a teacher shall not be affected by the granting of such leave.
- E. Salary shall be pro-rated based on the time regularly worked. Participants shall pay all additional premiums due on insurance on a timely basis. All insurance pro-rations shall commence on August 25 preceding the onset of the part-time tenure teaching opportunity and shall terminate August 25 following the leave.
- F. Participants shall receive salary step advancement (if eligible therefore) at the start of the school term following the accumulation of the equivalent of one (1) school term of full time service.
- G. Participants shall acquire seniority proportionate to the time actually worked.
- H. Participants will be expected to attend all Teacher Institutes, orientations days, workshops, in-service training days, department and faculty meetings.
- I. Teachers on part-time tenure teaching opportunities will be assigned supervisory duty according to the following pro-ration:
  - 1. Teachers who work .20 or less will have no duty assignment.
  - 2. Teachers who work more than .20 but no more than .60 will have half duty assignment.
  - 3. Teachers who work more than .60 will have full duty assignment.

**8.18 UNEMPLOYMENT COMPENSATION**

As a condition precedent of any leave of absence granted pursuant to this Article, the teacher shall be deemed to have agreed to waive any right to unemployment compensation during the period of the leave of absence.

**8.19 LEAVES - ADDITIONAL CONDITIONS**

Unless otherwise specified, all unpaid leaves granted under this article shall be granted under the following conditions:

- A. As a condition of any leave of more than eight (8) calendar months' duration, the teacher shall agree to give written notification of the teacher's intention to return to employment at the conclusion of such leave by February 1<sup>st</sup> of the final year of the leave period. Failure to give such notification at least one hundred eighty (180) calendar days prior to the termination of such leave, but not more than two hundred ten (210) calendar days, shall be deemed a resignation by the teacher.
- B. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such leave, provided a teacher who has been employed one hundred (100) teacher employment days or more in a single school term shall not be denied such advancement by reason of the leave, except that the foregoing shall not be applicable in more than one (1) school term in which a leave commences or terminates.
- C. Unpaid leaves shall not include in Board-paid health and dental insurance.

**8.20 FAMILY HARDSHIP LEAVE**

A leave of absence without pay shall be granted to any tenured teacher for a period of up to one (1) school term to attend to serious family difficulty. Such leave shall not be denied arbitrarily. The teacher must inform the Superintendent or designee of such leave by February 1 of the school term preceding the leave, except in an emergency (which shall be explained by the teacher to the superintendent) such advance notice may be waived by the Superintendent or designee in his/her discretion. Such waiver shall be non-precedential.

The tenure status of a teacher shall not be affected because of absence while on leave provided herein. Salary placement shall be equivalent to that which the teacher was entitled at the time the leave began.

This section shall not be applicable to any individual teacher more than once during his/her employment as a teacher in the District.

**8.21 RELIGIOUS HOLIDAY LEAVE**

The Board may grant up to three (3) days per school term of paid leave for an employee to take part in a religious holiday of his or her faith not otherwise recognized as a school holiday. The Board may ask for a statement from a recognized leader of the religion identifying religious observances within that faith.

# ARTICLE IX

## RETIREMENT

### 9.1 BOARD PAID EARLY RETIREMENT OPTION BENEFIT

Teachers who qualify for retirement benefits from the Illinois Teachers' Retirement System ("ITRS") are eligible for the District retirement benefit provided they meet each of the following conditions:

1. Have been employed by the District for a minimum of ten (10) school terms at the conclusion of the school term in which a letter of resignation and retirement is submitted.
2. Must be at least 60 years of age or have at least 35 years of creditable service with ITRS at the time the teacher retires with ITRS.
3. Must resign from employment with the School District and retire through ITRS within specific beginning and end points based on any one of the following situations as applicable to the particular teacher:
  - A. Teachers who have already reached age 60 or attained 35 years of creditable service before the effective date of this Agreement must submit their letter of resignation and retirement by no later than February 1, 2013, with a date of resignation effective no later than the end of the 2012-2013, 2013-14, 2014-15 or 2015-16 school terms.
  - B. Teachers who reach age 60 or attain 35 years of creditable service in the first, second or third years of this Agreement must submit their letter of resignation and retirement by February 1 of the year in which they reach age 60 or 35 years of creditable service with a date of resignation effective no later than three school terms thereafter.
  - C. Teachers who will reach age 60 or will attain at least 35 years of creditable service with ITRS during the 2015-16 school year must submit their letter of resignation and retirement by no later than February 1, 2016, with a date of resignation effective no later than the end of the 2015-16, 2016-17, 2017-18 or 2018-19 school terms.
4. Must resign effective at the end of one of the school terms specified above. Resignation effective during a school term will not be approved for this benefit. Retirement through ITRS must then occur no later than the day

before the school term immediately following the school term in which the teacher's resignation becomes effective.

Prior to February 1, 2013, the eligible teacher must file an irrevocable letter with the Superintendent resigning and retiring at the end of the 2012-13, 2013-14, 2014-15, or 2015-16 school term. Prior to February 1, 2014, the eligible teacher must file an irrevocable letter with the Superintendent resigning and retiring at the end of the 2013-14, 2014-15, 2015-16 or 2016-17 school term. Prior to February 1, 2015, the eligible teacher must file an irrevocable letter with the Superintendent resigning and retiring at the end of the 2014-15, 2015-16, 2016-17 or 2017-18 school term. Prior to February 1, 2016, the eligible teacher must file an irrevocable letter resigning and retiring at the end of the 2015-16, 2016-17, 2017-18 or 2018-19, school term.

A teacher who experiences extraordinary personal circumstances, or is adversely affected by a change in the law which increases the age of retirement, may request that the Board approve, in its discretion, the withdrawal of the teacher's irrevocable letter of resignation and retirement. If the request is approved by the Board, all benefits received by the teacher under this section shall be repaid within 30 calendar days of the Board's approval or upon such other schedule as the Board and the teacher agree.

#### A. ONE, TWO, THREE, OR FOUR YEAR RETIREMENT BENEFIT

The terms "modified salary" as used in this Article shall refer to the teacher's previous year's actual salary as calculated by this article, but excluding additional compensation the teacher may receive for extra duties or fringe benefits. The term "scheduled salary", as used in this Article shall refer to the teacher's salary as shown on Appendix A, B, or as calculated by section 12.13. The term "ITRS creditable earnings" shall refer to the teacher's total earnings used by ITRS to determine the teacher's annuity.

If the teacher is qualified for retirement under ITRS and satisfies the District's service, eligibility and notice requirements in Section 9.1, the Board shall pay to the teacher an amount equal to 106% of the teacher's previous school year's scheduled salary for the school year in which the teacher submitted the intent to retire. For the remaining school years, the Board shall pay the teacher an amount equal to 106% of the previous year's modified salary. This increase in salary is compounded. A teacher choosing a 1, 2, 3, or 4 year Retirement Incentive is "removed" from the salary schedule and paid as described above. The 6% benefit shall be paid in a lump sum in May (year of actual retirement) or in June of each school year.

Under no circumstances shall a teacher's total ITRS creditable earnings be more than 6% over the teacher's previous year's total ITRS creditable earnings during the last four school years of the teacher's career. Any ITRS creditable earnings

that exceed 106% of the previous school year's total ITRS creditable earnings shall not be paid.

If a teacher receiving benefits under this section retires before reaching age 60 or 35 years of creditable service and exercises TRS's ERO option, the teacher shall repay to the Board all benefits received under this section within 30 calendar days after retirement unless otherwise agreed between the Board and the teacher due to extraordinary personal circumstances.

#### B. SICK LEAVE BENEFIT

The Board, on a case-by-case, non-precedential basis and in consultation with the Association, may grant a teacher up to 340 days of sick leave in order to qualify a teacher for participation in this program with appropriate protection for the Board from ITRS penalties for grants of excess sick leave.

### **9.2 RETIREMENT - INSURANCE COVERAGE**

#### A. POST EMPLOYMENT MEDICAL INSURANCE - BOARD PAID

Retirees who qualify for the District Retirement Benefit under section 9.1 of this agreement may enroll in a qualified health maintenance organization (HMO), in the TRS Health and Prescription Drug Insurance Plan, or in a health plan of their choice licensed to do business in the state in which the retiree lives. Upon receipt of proof of payment, the Board shall promptly reimburse the retiree up to \$250/monthly for premiums paid for the retiree and no more than one dependent for any of the foregoing health plans. At the discretion of the Board, payment may be made directly to the selected health insurance provider if requested to do so by the retiree and if the selected provider can accommodate payment options available to the Board. This benefit shall be received up to the age of Medicare eligibility, or if earlier with the death of the retiree. If there is a surviving spouse, the benefit will continue for the spouse for the number of years remaining before the retiree would have reached the age of Medicare eligibility.

#### B. LIFE INSURANCE - BOARD PAID

Retirees may remain in the District's group life insurance program for \$40,000 of coverage. The Board shall pay all premiums for this insurance until the retiree reaches the age of Medicare eligibility. This provision is subject to District's insurance carrier's agreement.

### **9.3 RETIREMENT - EXTENDED SERVICE**

A. Retirees who wish to participate in an extended service project as independent contractors for the District are eligible to do so. The administration will work with the retiree to mutually identify a project that will meet educational needs of the District as identified by the Superintendent or his designee.

- B. The number of hours to be worked shall be mutually agreed upon between the retiree and the administration. The guidelines and timelines for the project must be approved by the Assistant Superintendent for Human Resources. The stipend shall be an hourly rate of \$40.00/hour minimum.

#### **9.4 TRS OR LEGISLATIVE CHANGES**

In the event that an additional early retirement option is offered by ITRS or enacted by the Illinois legislature during the term of this Agreement, the DGEA and the Board agree to meet, discuss, and negotiate options available to both parties, provided, however, that neither party is obligated to agree to modify the Collective Bargaining Agreement based upon such administrative or statutory enactments or changes.

#### **9.5 SCOPE OF RETIREMENT PROVISIONS**

The retirement benefits provisions set forth herein shall not be applicable to teachers retiring under the 2008-2012 Collective Bargaining Agreement or any other prior contract. Teachers retiring prior to the effective date of this Agreement shall continue to be subject to the terms and conditions of the retirement provisions set forth in the Agreement which was in effect when they elected to retire from the District.

#### **9.6 ELIGIBILITY**

The terms and conditions listed in this Article shall be applicable only to those teachers who apply to the Board for retirement on or after the first day of the 2012-2013 school term and before February 1 of the last school term of this agreement.

# ARTICLE X

## EFFECT OF AGREEMENT

### **10.1 COMPLETE UNDERSTANDING**

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

### **10.2 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.

### **10.3 WAIVER OF ADDITIONAL BARGAINING**

The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law, to negotiate over any matter during the term of this Agreement except as otherwise specifically provided herein, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **10.4 PENSION LEGISLATION**

Notwithstanding Sections 10.1 and 10.3 above, the parties shall commence bargaining over the salary and benefit provisions of Articles XI, XII and XIII of this Agreement upon request of the Association if changes in Illinois law increase the teacher contribution level to the Illinois Teachers' Retirement System above the current 9.4% level or upon request of the Board if changes in Illinois law impose an obligation on the Board to contribute directly to funding teacher pensions or indirectly by diverting funds, which would otherwise have been received by the

District, for pension purposes. Negotiations shall begin within 30 calendar days of receipt of written notice from the Association President to the Superintendent or from the Superintendent to the Association President. In the event that negotiations do not produce an agreement, this Agreement shall remain in full force and effect without change.

# ARTICLE XI

## FRINGE BENEFITS

### **11.1 COVERAGE PROVIDED**

The Board shall retain all insurance coverage as provided full-time teachers as of the start of the 2012-2013 school term, provided upon recommendations from the "Insurance Committee" referenced elsewhere in this Article, any of such coverage may be amended, based on approval by the Board and the Association, upon the giving of reasonable notice to all covered employees.

### **11.2 TWELVE MONTH COVERAGE**

The Board-provided insurance shall be for twelve (12) consecutive months for all teachers employed at the start of the school term.

### **11.3 NEW TEACHERS COVERAGE**

Teachers new to the District will be covered by all Board-provided insurance as soon as the carrier shall permit after all necessary applications have been filed by the teacher.

### **11.4 INSURANCE AND CAFETERIA PLAN**

The cost of the premiums for medical, dental and life insurance shall be borne by the teacher except as referenced in subsection D-F of this section. If at any time the Board's insurance carrier(s) shall determine that the minimum number of persons have not selected health/dental insurance, such shall become mandatory based upon the inverse seniority of teachers.

- A. The Board shall maintain a "cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.
- B. A teacher may annually contribute any amount to the plan not to exceed \$20,000 per twelve-month period, such contributions to be deducted from the teacher's compensation schedules (Appendices A, B, and C) after payment of any required contributions to the Illinois Teachers' Retirement System (ITRS). For purposes of this section, the twelve month period shall commence September 1. Prior to such date, teachers shall allocate the amounts they desire to be deducted from their compensation among the following benefits:
  - 1. Premiums for life insurance up to \$50,000 of coverage.

2. Premiums for health/vision, and dental insurance.
  3. Reimbursement for qualified dependent care assistance as defined in Section 129(e)(1) of the Internal Revenue Code, up to \$5,000; and
  4. Reimbursement for the cost of medical care, as defined in Section 213(d) of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the teacher, the teacher's spouse and/or the teacher's dependents.
- C. The amounts so allocated shall accrue during the twelve-month period and be payable pro rata upon the submission by the teacher of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the teacher or carried over to the following year.
- D. The Board shall provide group term life insurance, with a coverage limit of \$40,000, for all teachers.
- E. For the life of this contract, the board shall allocate to each teacher that elects individual coverage in a District 99 group medical and/or dental insurance plan, an amount equal to 85% of the annual premium.
- F. For the life of this contract, the Board shall allocate to each teacher that elects dependent coverage in a District 99 group medical and/or dental insurance plan, an amount equal to 60% of the portion of the annual premium for such coverage that is in excess of the individual premium portion. The Board's dependent coverage allocation for each school year shall be provided in addition to the individual coverage allocation amounts reflected in previous subsection E.
- G. Deductions made from the employee's paycheck will commence with the first paycheck of the school term and be equally divided over twenty (20) paychecks. All monies will be promptly sent by the Board to the flexible benefits plan administrator.
- H. The Board shall provide timely accounting to both the staff and the administration in relation to the flexible benefit plan.

#### **11.5 BOARD PAID RETIREMENT**

- A. The Board shall remit for each teacher his/her contribution to the Illinois Teachers' Retirement System. The teachers have no right to claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.
- B. The balance of the amount due each teacher shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall

deduct there from all monies as requested by law or as authorized by the teacher pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the Illinois Teachers' Retirement System for the account of such teacher.

- C. In the event a court or the Internal Revenue Service shall conclude such amounts paid by the Board are not excludable from gross income, the Board shall treat such payment as taxable income.
- D. The Association and each teacher will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contribution to the Illinois Teachers' Retirement System pursuant to the provision of this section. No such claim, demand, action, complaint or other suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint or suit adversely affects the Board of Education, its members, its agents and/or its employees.

#### **11.6 HEALTH COVERAGE SUMMARY BOOKLET**

The provisions of the Health/Dental/Eye care plans will be reviewed with each employee when hired. The District will provide this information online for access by all employees.

#### **11.7 INSURANCE COMMITTEE**

A District committee referred to as the "Insurance Committee" comprised of representatives from Administration, the Teachers Association, Support Staff Association, Exempt staff and CMG will study and may implement changes in medical or dental insurance coverage and/or wellness initiatives during the term of the contract. The committee shall have the authority to seek proposals from insurance carriers, to select carriers, and to make recommendations to the parties regarding changes with respect to coverage and premiums. This committee shall have the power to recommend changes in an insurance plan and /or wellness initiatives to the Board of Education for final approval. The Committee shall meet as necessary, but at least three times per school term. The DGEA representatives shall make a report to the DGEA President after each meeting.

## **ARTICLE XII**

### **PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

#### **12.1 EXPERIENCE CREDIT**

Except as provided in this Article, lane placement on the compensation schedule will be substantiated according to the official transcript of credits of professional employees which must be filed in the Office of the Superintendent

#### **12.2 COMPENSATION SCHEDULE**

The compensation schedules for the 2012-2013 and 2013-2014 school years are set forth in Appendices A and B respectively.

The compensation schedules for 2014-2015 and 2015-2016 school years will be established as provided in Appendix C.

The schedule for the 2014-2015 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2012, CPI-U data. The schedule for the 2015-2016 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2013, CPI-U data.

#### **12.3 MILEAGE RATE PAID BY DISTRICT**

Teachers shall be paid an amount per mile as allowed by the Internal Revenue Service for all approved mileage to perform their assigned duties within and outside the District to be effective no later than sixty (60) calendar days after any authorized change by the IRS.

#### **12.4 SALARY BALANCE - UPON RESIGNATION**

Any balance in the Board's contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the school term unless otherwise provided by the written consent of the teacher.

#### **12.5 403(b) PAYROLL DEDUCTIONS**

Payroll deductions for a 403(b) plan sponsored by the District shall be made if authorized by written consent of the teacher on a form supplied by the District, and if the 403(b) vendor also signs a form supplied by the District providing for, among other matters, indemnity, defense, limitation calculation, and waiver commitments from the issuer to the District. The Board shall remit all such deductions no later than fifteen (15) calendar days following such deductions.

**12.6 EXPERIENCE CREDIT - MILITARY SERVICE**

Experience credit for service in the armed forces of the United States previously granted to any teacher prior to the end of the 1975-76 school year shall be continued.

**12.7 PAYDAYS--SPECIFIED**

In the 2012-13 school year the paydays will occur every other Friday beginning August 24, 2012; in the 2013-14 school year, beginning August 23, 2013; in the 2014-15 school year beginning August 22, 2014; and in the 2015-16 school year beginning August 21, 2015. Teacher compensation will be divided equally into twenty-six (26) paychecks. If the scheduled payday should occur on a holiday, the paycheck shall be distributed the last scheduled teacher workday preceding such holiday.

If the payday should fall within spring break, winter break, or the summer break, the direct deposit will be transmitted, or the paycheck shall be mailed to the teacher so as to arrive on or before the scheduled payday.

Each school year, teachers who request the same in writing to the District Controller or designee shall be entitled to receive their paychecks on a twenty-two (22) pay period basis beginning on the first pay period and ending on the twenty second pay period, provided such requests are filed between May 1 and May 15 of the preceding school year. Such requests shall be irrevocable for the entire school year.

**12.8 DUES CHECK-OFF**

The Board shall deduct from the pay of each teacher membership dues of the Association and its affiliates, provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deductions executed by the teacher. Such authorization shall specify the amount of dues to be deducted from each teacher's salary for the current school year. Such authorization forms shall be furnished by the Association.

For teachers employed on or before the start of the school term, the specified amount of dues will be deducted in equal amounts from paychecks starting with the fifth (5th) paycheck and continuing through the fourteenth (14th) paycheck. For teachers employed after the start of the school term or joining the Association after the date of the fifth (5th) paycheck, authorization shall be effective with the third paycheck following the receipt of said authorization (amounts shall be rounded up to the nearest cent) and shall continue for the next nine (9) paychecks or until the end of the school term, whichever shall first occur.

If a teacher resigns from the employment of the Board prior to termination of the effective period of the current authorization, the Board shall deduct the balance of such authorized dues from the teacher's final paycheck.

All dues deducted and an itemized list of teachers and the amounts deducted from their paychecks shall be forwarded no later than the fifteenth (15th) of the calendar month following its deduction, or earlier if required by law, to the Association President or designee.

The Association shall hold harmless and defend the Board against any action or claim of whatever nature in relation to such dues deduction if the Board has made dues deduction in compliance with this Article.

## **12.9 EDUCATION CREDIT**

A teacher who has earned the necessary professional growth credit for horizontal advancement on the salary schedule must file a lane change request form and a transcript or a certificate of completion with the Superintendent or designee for advancement as follows:

1. Horizontal advancement effective at the start of the first semester will take place when the transcript or certificate is filed during the period beginning February 16 and ending October 15.
2. Horizontal advancement effective at the start of the second semester will take place for transcripts or certificates filed during the period beginning October 16 and ending February 15.

When the October 15 and/or February 15 dates fall on a non-teacher employment day, the deadline will be extended to the next teacher employment day. Advancement of more than one lane per school year is not permitted unless the teacher has completed a D99 approved MA, EdD or PhD program during the school year.

Forms required for requesting a lane change will be available electronically.

## **12.10 SALARY CREDIT**

For a teacher to receive salary credit, hours taken must be successfully completed graduate courses (or undergraduate courses at the discretion of the Superintendent) offered by accredited (North Central or equivalent) institutions of higher learning. Coursework must be required, not elective coursework, as part of an MA, EdD or PhD program pre-approved by D99. Elective coursework that is a requirement of an MA, EdD or PhD program will be approved for salary credit as long as the teacher is enrolled in a pre-approved college or university program.

MA, EdD or PhD programs and graduate coursework from approved colleges, universities or programs must fall within one of the following categories:

1. The subject area in which the teacher is certified or currently teaching.

2. Coursework leading to an additional endorsement
3. Courses deemed to be in the best interest of the District as determined by the Superintendent or designee. Generally, graduate coursework through Canter, Performance Learning Systems, Connecting Link, REAL and other such programs will not be approved.

Courses taken through the Regional Office of Education, if taken for graduate credit, will be limited of six hours to be applied in any one lane change for the completion of TIDE coursework unless the coursework is part of an endorsement program the teacher is working toward.

Application for such credit shall be filed in writing with the Superintendent or designee prior to the commencement of such course. Courses may include distance learning or internet classes. Except for direct instruction courses under item #1 above, the determination shall be at the discretion of the Superintendent, who may also, without precedential effect, waive any of the requirements of this section if justified.

Notwithstanding the above, undergraduate credit will be counted as graduate credit on the total compensation schedule if the course work is required by the Board or Administration.

Salary credit for other activities that enhance the professional growth of teachers shall be in accordance with standards published in the Faculty Handbook, as may be revised from time-to-time by the Superintendent or designee.

Course work must be completed prior to the start of the school term. Verification of credit must be filed in accordance with section 12.9 of this agreement in order to be considered for salary schedule purposes for the same school term.

At the discretion of the Superintendent, graduate credit may be earned for District 99 designated training such as Project CRISS, Assessment Literacy, Cooperative Learning, or the like. One semester of graduate credit will be granted for each twenty-one (21) clock hours of workshop contact and upon successful completion of all workshop requirements. District 99 training taken prior to the awarding of a Master's degree may be applied to the post-Master's lane change (MA +15) if the training was taken while the employee was simultaneously enrolled in a District pre-approved Master's degree program. Such hours may not be used for both advancement to the BA +12 lane or BA +24 lane and later for the advancement to the MA +15 lane.

Teachers successfully completing National Board Certification will be awarded nine D99 Salary credit hours to be applied to a lane change upon official notification to the district verifying the completion of the NBCT certification program. Successful candidates will also be reimbursed their initial registration costs (not to exceed \$650) upon successful completion of the program. Teachers successfully completing

National Board Certification who are already in the MA 60 lane of the salary schedule at the time they successfully complete NBCT certification will receive a one-time stipend of \$2,000.

#### **12.11 PROFESSIONAL GROWTH**

Permission for credit allowance for any trip or other educational or work experience may be requested of the Superintendent in advance and in writing. Depending upon the length of the trip/experience and the anticipated educational benefits, the Superintendent may grant credit. The allowance of credit in one instance shall be non-precedential as regards any other request for credit.

#### **12.12 VERTICAL MOVEMENT (STEP) ON SALARY SCHEDULE**

All teachers shall advance one step at the start of the school term following the accumulation of the equivalent of one (1) school term of full-time service. In no event shall any teacher move more than one (1) vertical step on the salary schedule in any single school year.

## **ARTICLE XIII**

### **SUPPLEMENTAL PAY SCHEDULE**

#### **13.1 PAY SCHEDULE - SPECIFICS**

A. The supplemental pay schedule shall be as set forth in Appendix D which is attached to and incorporated into this Agreement for the 2012-2013 and 2013-2014 school years. For the 2014-2015 and 2015-2016 school years, the supplemental pay schedule shall be set in accordance with the CPI calculation procedures set forth in Appendix C.

B. Supplemental pay shall be paid on the following schedule:

Year-long activities -- six equal installments in the 3rd, 6th, 9th, 13th, 15th, and 19th paychecks.

Seasonal activities -- two equal installments:

Fall	3rd and 6th paychecks
Winter	9th and 13th paychecks
Spring	15th and 19th paychecks

C. Cooperative work coordinators shall be notified no later than thirty (30) calendar days prior to the end of the school term as to the rate of compensation they will receive during the summer recess for work assigned to assure the ongoing District cooperative work program.

D. Any teacher who is required to work beyond the normal teacher school term shall be paid at the per diem rate unless otherwise provided for in this Agreement.

E. Sponsor & Coach Experience

Coaches and sponsors will be given credit at the rate of 1 year for every 2 years of experience coaching/sponsoring “other” sports/activities up to a maximum of five (5) years. Experience in one category (coaching or sponsorship) cannot be applied to the other categories.

For example, if a coach coaches track for 10 years and then becomes a baseball coach, that coach would be given 5 years of experience and would be placed on Step 6 of the matrix for baseball (5 from track and 0 from baseball). A coach CANNOT get “double” credit for coaching more than one sport during a school year (for example, if the above coach also coached football during those coaching years, he would still only get 5 years experience). This experience is for total “SCHOOL YEARS” coaching.

**13.2 ASSIGNMENT OF ATHLETIC COACHING/CO-CURRICULAR DUTIES**

- A. Assignments for all athletic coaching and co-curricular stipend positions shall be voluntary.
- B. The Athletic Director and Student Activities Director at each building shall post the co-curricular and athletic coaching positions that become available as often as they occur. Any significant changes in the job description or duty requirement of a position shall also be posted as they occur.
- C. By April 1<sup>st</sup>, of each school year, teachers may file with the Athletic Director or the Student Activities Director, as appropriate, a written request to be considered for assignment for the next school year to an athletic coaching or co-curricular position held by a non-bargaining unit member if such a position becomes available.

**13.3 MENTOR COORDINATOR**

The Mentor Coordinator shall be given released time equivalent to one (1) instructional period per day and one (1) supervision period per day to conduct business directly related to the operation of the Mentor Program.

**13.4 FILLING OF APPENDIX D POSITIONS**

The pay for supplemental activities shall be as provided in Appendix D; however, the Board retains the authority to determine if, and to what extent, the activities included in Appendix D will be offered.

**13.5 SUPERVISION ASSIGNMENT**

The Board and the Association recognize the importance of the presence of teachers at extra-curricular functions, in both supportive and supervisory capacities. To this end, Teachers may be requested by the Principal or designee to perform, voluntarily, one (1) assignment per semester supervising student activities such as graduation, athletic, art, music, and drama events. Teachers who accept will be compensated in accordance with Appendix D.

**13.6 SUMMER SCHOOL COMPENSATION**

The Board shall set summer school compensation rates and include the rates in the postings for summer school positions before May 1<sup>st</sup> of each school year.

### **13.7 SUMMER CASE STUDIES**

Summer case studies will be assigned under the direction of the Director of Special Education and paid at the hourly per diem rate.

## ARTICLE XIV

### NEGOTIATION PROCEDURES

#### 14.1 FINAL APPROVAL

When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification, and then to the Board for official approval. Once approval has been given by the Board of Education, mutual signing of the contract shall take place no later than the next official Board of Education meeting. The parties agree to make every effort to complete the ratification procedure as promptly as possible following tentative agreement.

#### 14.2 IMPASSE PROCEDURE

If an impasse occurs, either party may request mediation, and the other party shall join in such request to the Federal Mediation and Conciliation Service (FMCS). If FMCS is unable or unwilling to do so, or if for any reason mediation cannot commence within fifteen (15) calendar days of such request to FMCS, the parties may request the Illinois Educational Labor Relations Board (IELRB) to provide a list of qualified mediators from which a selection shall be made.

The costs for the mediator shall be equally shared by the Board and the Association.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **15.1 GRIEVANCE DEFINITION**

- A. A grievance is an assertion by a teacher or a group of teachers and/or the Association of an alleged violation, misinterpretation or misapplication of this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having a grievance resolved without intervention of the Association provided the resolution is not in violation of the terms of this Agreement. Copies of all dispositions issued shall be forwarded to the Association President.
- C. When processing a grievance, a teacher may be represented by himself/herself or by a representative of the Association. Any teacher may, at any time, present grievances to the Board and have them adjusted without the intervention of the Association, as long as the adjustment is not in violation of the terms of this Agreement, provided that the Association has been given an opportunity to be present at such presentation.
- D. For the purpose of the grievance procedures only, time limits will consist of teacher employment days, except during the summer recess when "days" shall mean the time when the Board Business Office is open.
  - 1. Time limits may be extended by mutual consent of the grievant(s) and the Board.
  - 2. Failure of the grievant(s) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to respond within the time limits shall permit the grievant(s) to proceed to the next step.
- E. A teacher may, at the discretion of the teacher, be represented by an Association representative during any step of this process.

#### **15.2 GRIEVANCE PROCESS**

- Step 1. An employee with a grievance will first discuss his/her alleged complaint with his/her building principal with the object of resolving the matter informally. An Informal Grievance Meeting Form 1 can be found in Appendix F.

Step 2. If the grievance has not been settled at Step 1, it must be submitted in writing to the building principal within fifteen (15) working days from the alleged event or when the grievant could reasonably have been expected to be aware of the event. The building principal will arrange for a meeting to take place within five (5) days after the receipt of the grievance. The grievant and the building principal will be present at such meeting. Grievant representation as provided in Sub-Section C of this Article may be present at the meeting at the discretion of the grievant. The building principal will provide a written answer to the grievant and to all parties present at the meeting not more than ten (10) days following the meeting. This answer will include the reasons for the decision. A copy of Grievance Step II Report Form 2 can be found in Appendix F.

Step 3. If the grievance is not resolved at Step 2, the grievant may, at his/her option, refer the grievance in writing to the Superintendent of Schools or official designee within six (6) days after receipt of the Step 2 answer.

The Superintendent will arrange for a meeting with the grievant to take place within five (5) days after the receipt of the appeal. Each party will have the right to include in its representation such witnesses, as it deems necessary to develop facts pertinent to the grievance. At the conclusion of the meeting, the Superintendent will have ten (10) days in which to provide a written answer to the grievant and to the Association. The written answer will include reasons for the decision. A copy of the Grievance Report Step III Form 3 can be found in Appendix F.

Step 4. If the grievance is not resolved at Step 3, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a written notice requesting arbitration is not filed within ten (10) days after the date of receipt of Step 3 decision, or the expiration of the time limits at Step 3, the grievance will be deemed withdrawn. A copy of Grievance Report Step IV Form 4 can be found in Appendix F.

- a. Neither the Board nor the Association will be permitted to submit any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- b. The arbitrator will have no power to alter the terms of this agreement, or by his/her recommendation, add to or subtract from the provision of this agreement.
- c. The arbitrator's decision will be based solely upon his/her interpretation of the meaning or application of the provisions of this agreement.

- d. Each party will bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties.
- e. If either party request a transcript of the proceedings, that party will bear the full costs for that transcript, provided the parties may agree to share the costs of all transcripts, including that furnished the arbitrator.

**15.3 BY-PASS PROCESS**

If the grievant and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedures may be by-passed and the grievance brought directly to the next level.

**15.4 NO REPRISAL CLAUSE**

No reprisal of any kind will be taken by the Board of Education or the school administration against any teacher because of his/her bona fide participation in any of these grievance procedures.

**15.5 GRIEVANCE WITHDRAWAL**

A grievance may be withdrawn at any level without establishing precedent, but if withdrawn, such grievance shall be treated as though never having been filed.

**15.6 GRIEVANCES WITH ADMINISTRATION**

Grievances involving administrators at more than one (1) building or involving an administrator above the building level may be initially filed at Step 3.

**15.7 GRIEVANCE FILES**

All recorded materials dealing with the proceedings of a grievance will be filed separately from the personnel files of the participants

**15.8 GRIEVANCE WITNESSES**

If any grievance meeting required by this Article shall be held during the teacher work day, the grievant(s), necessary witness(es), and Association representatives shall suffer no loss of salary.

## ARTICLE XVI

### TERMS OF AGREEMENT

#### 16.1 EFFECTIVE DATE

This Agreement shall be effective August 23, 2012.

#### 16.2 AMENDMENT

This Agreement may be amended at any time by mutual agreement of the parties.

#### 16.3 TERMINATION DATE

This Agreement shall continue in effect until 11:59 p.m. of the day preceding the first teacher attendance day of the 2016-2017 school term.

#### 16.4 SIGNATURE

This Agreement is signed this 1<sup>st</sup> day of June, 2012.

IN WITNESS THEREOF:

FOR THE DOWNERS GROVE  
EDUCATION ASSOCIATION



President



Secretary

FOR THE BOARD OF  
EDUCATION SCHOOL  
DISTRICT NO. 99



President



Secretary

## APPENDIX A

### 2012-2013 SALARY SCHEDULE

STEP	BS	BS + 12	BS + 24	MS	MS +15	MS +30	MS +45	MS +60
1	48,981	49,559	50,137	52,448	53,661	56,175	58,689	61,203
2	51,330	51,935	52,651	55,985	58,498	61,013	63,527	66,042
3	52,375	53,008	53,860	58,221	60,735	63,249	65,764	68,277
4	53,421	54,081	55,072	60,456	62,970	65,483	67,997	70,511
5	54,466	55,155	56,282	62,690	65,203	67,718	70,232	72,746
6	55,512	56,228	57,494	64,925	67,439	69,954	72,467	74,982
7	56,558	57,301	58,705	67,160	69,675	72,188	74,702	77,216
8	57,603	58,376	59,915	69,394	71,908	74,422	76,937	79,450
9	58,650	59,449	61,126	71,629	74,144	76,658	79,171	81,685
10	59,696	60,522	62,338	73,863	76,378	78,893	81,407	83,921
11	60,741	61,595	63,548	76,098	78,612	81,127	83,641	86,155
12	61,787	62,669	64,759	78,334	80,848	83,363	85,876	88,390
13	62,834	63,742	65,969	80,568	83,081	85,597	88,111	90,625
14	63,880	64,813	67,182	82,802	85,316	87,832	90,346	92,860
15	64,925	65,887	68,393	85,038	87,553	90,066	92,581	95,095
16	65,969	66,961	69,603	87,273	89,786	92,300	94,816	97,330
17	67,016	68,034	70,814	89,507	92,018	94,532	97,046	99,560
18	68,063	69,107	72,026	91,743	94,098	96,543	99,056	101,572
19	69,107	70,181	73,236	93,978	96,543	99,056	101,572	104,086
20	70,153	71,255	74,448	96,211	98,776	101,068	103,582	106,097
21	71,200	72,327	75,658	98,447	101,116	103,345	106,097	108,612
22	72,246	73,401	76,869	100,682	103,455	106,600	109,617	112,703
23	73,401	74,558	78,025	102,878	106,346	109,813	113,137	116,657

## APPENDIX B

### 2013-2014 SALARY SCHEDULE

	<b>BS</b>	<b>BS + 12</b>	<b>BS + 24</b>	<b>MS</b>	<b>MS +15</b>	<b>MS +30</b>	<b>MS +45</b>	<b>MS +60</b>
<b>1</b>	49,862	50,451	51,040	53,393	54,627	57,186	59,745	62,304
<b>2</b>	52,254	52,869	53,599	56,992	59,551	62,111	64,670	67,230
<b>3</b>	53,318	53,962	54,829	59,269	61,828	64,387	66,947	69,506
<b>4</b>	54,382	55,054	56,063	61,544	64,103	66,662	69,221	71,780
<b>5</b>	55,447	56,147	57,295	63,818	66,377	68,937	71,496	74,055
<b>6</b>	56,511	57,240	58,529	66,094	68,653	71,213	73,772	76,332
<b>7</b>	57,576	58,332	59,762	68,369	70,929	73,488	76,047	78,606
<b>8</b>	58,640	59,426	60,993	70,643	73,203	75,762	78,322	80,881
<b>9</b>	59,705	60,519	62,226	72,919	75,479	78,037	80,596	83,155
<b>10</b>	60,771	61,611	63,460	75,192	77,752	80,313	82,872	85,431
<b>11</b>	61,835	62,703	64,692	77,468	80,027	82,587	85,146	87,706
<b>12</b>	62,899	63,797	65,925	79,744	82,303	84,863	87,422	89,981
<b>13</b>	63,965	64,889	67,157	82,018	84,577	87,138	89,697	92,256
<b>14</b>	65,029	65,980	68,391	84,293	86,852	89,413	91,972	94,532
<b>15</b>	66,094	67,073	69,624	86,569	89,129	91,688	94,248	96,807
<b>16</b>	67,157	68,167	70,856	88,844	91,403	93,961	96,523	99,081
<b>17</b>	68,222	69,259	72,089	91,118	93,674	96,233	98,793	101,352
<b>18</b>	69,288	70,351	73,323	93,394	95,792	98,280	100,839	103,400
<b>19</b>	70,351	71,445	74,554	95,669	98,280	100,839	103,400	105,959
<b>20</b>	71,416	72,538	75,788	97,943	100,554	102,888	105,447	108,007
<b>21</b>	72,482	73,629	77,020	100,219	102,936	105,206	108,007	110,567
<b>22</b>	73,546	74,723	78,253	102,495	105,317	108,518	111,590	114,732
<b>23</b>	74,723	75,900	79,429	104,730	108,260	111,790	115,174	118,757

## **APPENDIX C**

### **2014-15 and 2015-16 SALARY SCHEDULE CALCULATIONS**

The compensation schedules for the 2014-2015 and 2015-2016 school years will be established as follows, based on actual increases in the seasonally unadjusted Consumer Price Index for Urban Consumers (“CPI-U”) published by the bureau of Labor Statistics of the U.S. Department of Labor (“BLS”).

For example, if the rate of increase in the CPI-U for calendar year 2012 is 3.0%, each step and lane of the 2013-14 compensation schedule would be increased by 2.1% ( $3.0 \times .7 = 2.1$ ) to produce the 2014-15 compensation schedule. Then, if the rate of increase in CPI-U for calendar year 2013 is 4%, each step and lane of the 2014-15 compensation schedule would be increased by 3.2% ( $4.0 \times .8 = 3.2$ ) to produce the 2015-16 compensation schedule.

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#### **2014-15**

- Step 1 For the 2014-2015 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2012, as compared to the CPI-U for the calendar year ending December 31, 2011. If the calendar year 2012 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2012 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.
- Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.7.
- Step 3 Increase each step if the prior year’s compensation schedule by the product of the calculation in Step 2.

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#### **2015-16**

- Step 1 For the 2015-2016 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2013, as compared to the CPI-U for the calendar year ending December 31, 2012. If the calendar year 2013 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2013 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.
- Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.8.
- Step 3 Increase each step if the prior year’s compensation schedule by the product of the calculation in Step 2.

The schedule for the 2014-2015 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2012, CPI-U data. The schedule for the 2015-2016 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2013, CPI-U data.

**APPENDIX D**

DEPARTMENT CHAIRS

DEANS

ATHLETICS

CLUBS, ADVISORS & DIRECTORS

ADDITIONAL STIPENDS

CO-ED INTRAMURALS

## **CO-CURRICULAR ADDITIONALS 2013-2016**

### **DEPARTMENT CHAIRS**

#### **GROUP A: ENGLISH, MATHEMATICS, SCIENCE, SOCIAL STUDIES, SPECIAL SERVICES**

Release time equivalent to 5 instructional periods-Special Services  
Release time equivalent to 5 instructional periods with 30 + teachers  
Release time equivalent to 4 instructional periods with 18 - 29 teachers  
Release time equivalent to 3 instructional periods with 17 or below teachers

#### **GROUP B: CAREER & TECHNICAL EDUCATION, FINE ARTS, PE/HEALTH/DRIVER EDUCATION, WORLD LANGUAGES**

Release time equivalent to 4 instructional periods with 18 + teachers  
Release time equivalent to 3 instructional periods with 11-17 teachers  
Release time equivalent to 2 instructional periods with 10 or below teachers

#### **GROUP D: LIBRARY**

Release time equivalent to 2 instructional periods with 5 + Teachers  
Release time equivalent to 1 instructional period with 4 or below

**DEPARTMENT CHAIR STIPENDS**  
**2012-2013**

years	Group A	Group B	Group C	Group D
1	8,818	8,326	7,837	7,347
2	8,993	8,677	8,173	7,685
3	9,169	8,851	8,342	7,854
4	9,346	9,027	8,510	8,023
5	10,227	9,901	9,353	8,868
6	10,227	9,901	9,353	8,868
7	10,227	9,901	9,353	8,868
8	10,227	9,901	9,353	8,868
9	10,227	9,901	9,353	8,868
10	11,110	10,774	10,196	9,712
11	11,110	10,774	10,196	9,712
12	11,110	10,774	10,196	9,712
13	11,110	10,774	10,196	9,712
14	11,110	10,774	10,196	9,712
15	12,344	11,823	11,207	10,727
16	12,344	11,823	11,207	10,727
17	12,344	11,823	11,207	10,727
18	12,344	11,823	11,207	10,727
19	12,344	11,823	11,207	10,727
20+	12,344	11,823	11,207	10,727

## **DEPARTMENT CHAIR STIPENDS 2013-2014**

years	Group A	Group B	Group C	Group D
1	8,976	8,476	7,978	7,479
2	9,155	8,833	8,320	7,824
3	9,334	9,010	8,492	7,996
4	9,514	9,190	8,664	8,167
5	10,411	10,079	9,521	9,028
6	10,411	10,079	9,521	9,028
7	10,411	10,079	9,521	9,028
8	10,411	10,079	9,521	9,028
9	10,411	10,079	9,521	9,028
10	11,310	10,968	10,379	9,887
11	11,310	10,968	10,379	9,887
12	11,310	10,968	10,379	9,887
13	11,310	10,968	10,379	9,887
14	11,310	10,968	10,379	9,887
15	12,566	12,036	11,409	10,920
16	12,566	12,036	11,409	10,920
17	12,566	12,036	11,409	10,920
18	12,566	12,036	11,409	10,920
19	12,566	12,036	11,409	10,920
20+	12,566	12,036	11,409	10,920

## **DEANS**

### **GROUP A**

Release time equivalent to 5 instructional periods

## **ATHLETICS**

### **GROUP C**

Head –Basketball  
Football  
Track

### **GROUP D**

Head – Athletic Trainer \*\*\*  
Baseball  
Gymnastics  
Swimming  
Soccer  
Softball  
Volleyball  
Wrestling

### **GROUP E**

Head – Badminton  
Bowling  
Cross Country  
Golf  
Tennis

### **GROUP F**

Assistant – Assistant Athletic Trainer \*\*\*  
Basketball  
Football  
Track

### **GROUP G**

Assistant – Baseball  
Gymnastics  
Soccer  
Softball  
Swimming

Volleyball  
Wrestling

**GROUP H**

Assistant – Badminton  
Bowling  
Cross Country  
Golf  
Tennis

Swimming Pool Manager

**GROUP I**

Head – Cheerleading (fall and winter) \*\*

**GROUP J**

Assistant Athletic Director \*\*\*  
Athletic Business Manager \*\*\*  
Equipment Manager \*

**GROUP K**

Assistant– Cheerleading (fall and winter) \*\*

**GROUP M**

Head – Pom-pon (Fall-Winter)\*\*

**GROUP N**

Assistant – Pom-pon (Fall-Winter)\*\*

**GROUP O**

Athletes Committed to Excellence  
Student Leadership (Athletics)

**GROUP P**

Head – Cheerleading (Spring-Summer)  
Pom-pon (Spring –Summer)

**GROUP Q**

Assistant – Cheerleading (Spring-Summer)  
Pom-pon  
Weight Room Supervisor (1 per Season –Fall, Winter, Spring)

## **CLUBS, ADVISORS & DIRECTORS**

### **GROUP H**

Auditorium Manager  
Band Director  
Choral Director  
Debate Head  
Newspaper Advisor  
Speech (IHSA season)  
Swimming Pool Manager  
Tutor (Strive) Coordinator  
Yearbook Director

### **GROUP I**

Assistant Speech  
Student Council

### **GROUP J**

Assistant Student Activities Director\*\*\*

### **GROUP L**

Assistant Band Director  
Assistant Debate  
Assistant Newspaper Advisor  
Assistant Yearbook Director

Adventure Club  
Chess Coach  
Direct Action  
Environmental Club  
Kiwaniis Key Club  
Math Team Coach  
Musical Play – Musical Director  
Musical Play – Drama Director  
Non-Musical Play – Major Play  
Scholastic Bowl  
WDGC Radio Club

### **GROUP N**

Assistant Choral Director  
Assistant Math Team  
Assistant Scholastic Bowl

All Access Choir  
Color Guard  
Link Crew/RUSH Corp Coordinator  
Marching Drill Instructor  
Masque and Gavel  
National Honor Society  
News Bureau  
Orchestra Director  
Winter Guard

### **GROUP O**

Art Club  
Bass Fishing Club  
Book Study Club  
Broadcasting  
Class Advisor  
Culture and Language Club  
Dance Clubs (all)  
Future Business Leaders of America  
Family Career & Community Leaders of America  
Homecoming Sponsor  
Literary Magazine (per sponsor per year)  
National Forensics League  
Operation Snowball  
Pep Club (per season)\*\*\*  
Prism  
Science Club  
Service Coordinator  
Ski Club/Snowboard Club  
Student Leadership (Activities)  
Students Against Destructive Decisions  
Thespians  
Vocational Club

### **GROUP R**

Art Shows (per sponsor per year)  
Computer Club  
Conflict Simulation Club  
Friendship Club/Peer Helpers  
Frisbee Club  
Government Club  
Peer Tutor Coordinator  
School Displays Coordinator

Teenagers Against Cancer]  
Yoga Club

- \* These positions will be paid once a year (1 Season)
- \*\* These positions will be paid twice a year (2 Seasons)
- \*\*\* These positions will be paid three times a year (3 Seasons)

Each coach or sponsor shall be given credit for the number of years experience at the high school level or beyond.

Each coach or sponsor may be held in any category as a result of the evaluation of the Athletic Director/Activities Director provided such evaluation is accurate and in conformance with the appropriate articles of this agreement.

Coaches required to scout by the Athletic Director shall receive \$30.00 plus mileage for each contest scouted. There shall be a maximum number of one (1) scouting assignment per day.

Collection of all monies for club activities shall be handled through the building school office.

Any newly approved club beginning during the school year shall be placed immediately in Group R of the CO-CURRICULAR ACTIVITIES schedule.

New club proposals should follow guidelines for advisor approval according to administrative regulation #5141. Clubs may start during the school year once they are approved.

**DEANS, COACHING, & CO-CURRICULAR ADDITIONAL STIPENDS  
2012-2013**

years	Group A	Group B	Group C	Group D	Group E	Group F	Group G	Group H	Group I
1	8,818	8,326	7,837	7,347	6,857	6,368	5,877	5,388	4,897
2	8,993	8,677	8,173	7,685	7,201	6,712	6,217	5,728	5,241
3	9,169	8,851	8,342	7,854	7,372	6,883	6,389	5,897	5,412
4	9,346	9,027	8,510	8,023	7,544	7,055	6,559	6,066	5,584
5	10,227	9,901	9,353	8,868	8,401	7,915	7,412	6,915	6,442
6	10,227	9,901	9,353	8,868	8,401	7,915	7,412	6,915	6,442
7	10,227	9,901	9,353	8,868	8,401	7,915	7,412	6,915	6,442
8	10,227	9,901	9,353	8,868	8,401	7,915	7,412	6,915	6,442
9	10,227	9,901	9,353	8,868	8,401	7,915	7,412	6,915	6,442
10	11,110	10,774	10,196	9,712	9,257	8,775	8,265	7,765	7,298
11	11,110	10,774	10,196	9,712	9,257	8,775	8,265	7,765	7,298
12	11,110	10,774	10,196	9,712	9,257	8,775	8,265	7,765	7,298
13	11,110	10,774	10,196	9,712	9,257	8,775	8,265	7,765	7,298
14	11,110	10,774	10,196	9,712	9,257	8,775	8,265	7,765	7,298
15	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326
16	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326
17	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326
18	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326
19	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326
20+	12,344	11,823	11,207	10,727	10,286	9,807	9,287	8,782	8,326

years	Group J	Group K	Group L	Group M	Group N	Group O	Group P	Group Q	Group R
1	4,409	3,918	2,939	2,449	1,960	1,470	1,225	979	734
2	4,752	4,260	3,282	2,792	2,302	1,812	1,567	1,322	1,077
3	4,924	4,430	3,455	2,964	2,473	1,984	1,739	1,493	1,248
4	5,096	4,600	3,626	3,135	2,645	2,155	1,910	1,664	1,419
5	5,955	5,453	4,486	3,992	3,502	3,010	2,767	2,522	2,276
6	5,955	5,453	4,486	3,992	3,502	3,010	2,767	2,522	2,276
7	5,955	5,453	4,486	3,992	3,502	3,010	2,767	2,522	2,276
8	5,955	5,453	4,486	3,992	3,502	3,010	2,767	2,522	2,276
9	5,955	5,453	4,486	3,992	3,502	3,010	2,767	2,522	2,276
10	6,815	6,304	5,346	4,849	4,359	3,866	3,624	3,380	3,132
11	6,815	6,304	5,346	4,849	4,359	3,866	3,624	3,380	3,132
12	6,815	6,304	5,346	4,849	4,359	3,866	3,624	3,380	3,132
13	6,815	6,304	5,346	4,849	4,359	3,866	3,624	3,380	3,132
14	6,815	6,304	5,346	4,849	4,359	3,866	3,624	3,380	3,132
15	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159
16	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159
17	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159
18	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159
19	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159
20+	7,847	7,328	6,377	5,877	5,388	4,892	4,654	4,409	4,159

**DEANS, COACHING, & CO-CURRICULAR ADDITIONAL STIPENDS  
2013-2014**

years	Group A	Group B	Group C	Group D	Group E	Group F	Group G	Group H	Group I
1	8,976	8,476	7,978	7,479	6,980	6,483	5,983	5,485	4,986
2	9,155	8,833	8,320	7,824	7,330	6,833	6,329	5,831	5,335
3	9,334	9,010	8,492	7,996	7,505	7,007	6,504	6,003	5,510
4	9,514	9,190	8,664	8,167	7,680	7,181	6,677	6,175	5,684
5	10,411	10,079	9,521	9,028	8,552	8,057	7,546	7,040	6,558
6	10,411	10,079	9,521	9,028	8,552	8,057	7,546	7,040	6,558
7	10,411	10,079	9,521	9,028	8,552	8,057	7,546	7,040	6,558
8	10,411	10,079	9,521	9,028	8,552	8,057	7,546	7,040	6,558
9	10,411	10,079	9,521	9,028	8,552	8,057	7,546	7,040	6,558
10	11,310	10,968	10,379	9,887	9,424	8,933	8,413	7,905	7,430
11	11,310	10,968	10,379	9,887	9,424	8,933	8,413	7,905	7,430
12	11,310	10,968	10,379	9,887	9,424	8,933	8,413	7,905	7,430
13	11,310	10,968	10,379	9,887	9,424	8,933	8,413	7,905	7,430
14	11,310	10,968	10,379	9,887	9,424	8,933	8,413	7,905	7,430
15	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476
16	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476
17	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476
18	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476
19	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476
20+	12,566	12,036	11,409	10,920	10,471	9,984	9,454	8,940	8,476

years	Group J	Group K	Group L	Group M	Group N	Group O	Group P	Group Q	Group R
1	4,488	3,989	2,992	2,493	1,995	1,496	1,247	997	748
2	4,838	4,336	3,342	2,842	2,344	1,845	1,595	1,346	1,096
3	5,012	4,510	3,517	3,017	2,518	2,019	1,770	1,520	1,271
4	5,188	4,683	3,691	3,192	2,692	2,194	1,945	1,694	1,444
5	6,063	5,551	4,567	4,064	3,565	3,065	2,816	2,567	2,317
6	6,063	5,551	4,567	4,064	3,565	3,065	2,816	2,567	2,317
7	6,063	5,551	4,567	4,064	3,565	3,065	2,816	2,567	2,317
8	6,063	5,551	4,567	4,064	3,565	3,065	2,816	2,567	2,317
9	6,063	5,551	4,567	4,064	3,565	3,065	2,816	2,567	2,317
10	6,937	6,417	5,442	4,936	4,438	3,935	3,689	3,441	3,189
11	6,937	6,417	5,442	4,936	4,438	3,935	3,689	3,441	3,189
12	6,937	6,417	5,442	4,936	4,438	3,935	3,689	3,441	3,189
13	6,937	6,417	5,442	4,936	4,438	3,935	3,689	3,441	3,189
14	6,937	6,417	5,442	4,936	4,438	3,935	3,689	3,441	3,189
15	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234
16	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234
17	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234
18	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234
19	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234
20+	7,989	7,459	6,492	5,983	5,485	4,980	4,737	4,488	4,234

## **DEPARTMENT CHAIR, DEAN, COACHING, CO-CURRICULAR STIPENDS**

### **2014-2015 and 2015-2016**

The compensation schedules for the 2014-2015 and 2015-2016 school years will be established as follows, based on actual increases in the seasonally unadjusted Consumer Price Index for Urban Consumers ("CPI-U") published by the bureau of Labor Statistics of the U.S. Department of Labor ("BLS").

For example, if the rate of increase in the CPI-U for calendar year 2012 is 3.0%, each step and lane of the 2013-14 compensation schedule would be increased by 2.1% ( $3.0 \times .7 = 2.1$ ) to produce the 2014-15 compensation schedule. Then, if the rate of increase in CPI-U for calendar year 2013 is 4%, each step and lane of the 2014-15 compensation schedule would be increased by 3.2% ( $4.0 \times .8 = 3.2$ ) to produce the 2015-16 compensation schedule.

---

#### **2014-15**

Step 1 For the 2014-2015 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2012, as compared to the CPI-U for the calendar year ending December 31, 2011. If the calendar year 2012 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2012 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.

Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.7.

Step 3 Increase each step if the prior year's compensation schedule by the product of the calculation in Step 2.

---

#### **2015-16**

Step 1 For the 2015-2016 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2013, as compared to the CPI-U for the calendar year ending December 31, 2012. If the calendar year 2013 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2013 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.

Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.8.

Step 3 Increase each step if the prior year's compensation schedule by the product of the calculation in Step 2.

The schedule for the 2014-2015 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2012, CPI-U data. The schedule for the 2015-2016 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2013, CPI-U data.

## ADDITIONAL STIPENDS

<u>YEAR</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Gifted Program Coordinator (annual)	\$2,103.00	\$2,142.00		
Mentor Coordinator (annual)	\$1,500.00	\$1,527.00		
ABEL Coordinator (per hour)	\$ 33.67	\$ 34.28		
Strive Tutor (per hour)	\$ 33.67	\$ 34.28		
Homebound Tutors (per hour)	\$ 35.00	\$ 35.00		
Internal Substitution (per hour)	\$ 33.67	\$ 34.28		
Workshop (per hour)	\$ 33.67	\$ 34.28		
Case Study Work (Hourly per Diem rate)				
Game Supervision (per game/level)	\$ 29.46	\$ 30.00		
Ticket Seller (per game/level)	\$ 29.46	\$ 30.00		
Athletic Scorer (per game/level)	\$ 33.67	\$ 34.28		
Athletic timer (per game/level)	\$ 33.67	\$ 34.28		
Announcer (per game/level)	\$ 33.67	\$ 34.28		
Activity Supervision Major *	\$ 67.33	\$ 68.54		
Activity Supervision Minor *	\$ 50.50	\$ 51.40		
Events Filmer (same as Act Sup Min)	\$ 50.50	\$ 51.40		
Contest, forensics	\$ 50.50	\$ 51.40		
All Plays				
Costumes& Makeup Major	\$1,000.00	\$1,000.00		
Costumes & Makeup Minor	\$ 500.00	\$ 500.00		
Choreographer	\$1,000.00	\$1,000.00		
Non-Musical Plays				
Minor Play *	\$2,103.92	\$2,141.79		
Technical Director (lights/sound)	\$2,103.92	\$2,141.79		
Major Set *	\$2,527.34	\$2,572.83		
Minor Set *	\$1,683.15	\$1,713.45		
Minimum Set *	\$1,262.6	\$1,285.08		
Musical Plays				
Musical Set	\$2,525.00	\$2,570.00		
Technical Director (lights/sound)	\$2,525.00	\$2,570.00		
Pit Orchestra Director	\$1,683.00	\$1,713.00		

**\* The determination of the major activity supervision, minor activity supervision, major play, minor play, major set, minor set, and minimum set shall be made by the student activities director.**

**\*\*For the 2014-2015 and 2015-2016 school year, all stipend amounts not shown above will be established as per the CPI calculation procedures set forth in Appendix C.**

# CO-ED INTRAMURALS

## 2012-2013

Year	Intramural Director	Organized Team Units (i.e. Bowling, Flag football)	Free Play Units (i.e. Gym, Swimming)	Limited Day Activities (i.e. Track Meets, Golf Outings)
1	\$5,050	\$633	\$538	\$126
2	\$5,192	\$674	\$555	\$131
3	\$5,326	\$714	\$571	\$139
4	\$5,464	\$756	\$588	\$142
5	\$5,599	\$796	\$605	\$146
6	\$5,734	\$836	\$621	\$156
7	\$5,870	\$877	\$639	\$160
8	\$6,007	\$918	\$654	\$163
9	\$6,142	\$958	\$670	\$173
10	\$6,279	\$999	\$686	\$176
11	\$6,416	\$1,042	\$703	\$181
12	\$6,550	\$1,081	\$719	\$188
13	\$6,687	\$1,121	\$734	\$195
14	\$6,824	\$1,162	\$753	\$198
15	\$6,959	\$1,203	\$769	\$206
16	\$7,095	\$1,243	\$784	\$212
17	\$7,231	\$1,285	\$801	\$215
18	\$7,365	\$1,326	\$816	\$223
19	\$7,504	\$1,365	\$833	\$227
20	\$7,640	\$1,406	\$849	\$232
21	\$7,775	\$1,448	\$865	\$241
22	\$7,911	\$1,489	\$883	\$244

# CO-ED INTRAMURALS

## 2013-2014

Year	Intramural Director	Organized Team Units (i.e. Bowling, Flag football)	Free Play Units (i.e. Gym, Swimming)	Limited Day Activities (i.e. Track Meets, Golf Outings)
1	\$5,140	\$644	\$548	\$128
2	\$5,285	\$686	\$565	\$133
3	\$5,422	\$727	\$582	\$142
4	\$5,562	\$769	\$599	\$145
5	\$5,699	\$810	\$615	\$149
6	\$5,837	\$851	\$632	\$159
7	\$5,975	\$892	\$650	\$163
8	\$6,115	\$934	\$666	\$166
9	\$6,252	\$975	\$682	\$176
10	\$6,392	\$1,017	\$698	\$179
11	\$6,531	\$1,061	\$716	\$185
12	\$6,668	\$1,101	\$732	\$192
13	\$6,807	\$1,142	\$748	\$199
14	\$6,947	\$1,183	\$766	\$202
15	\$7,084	\$1,225	\$783	\$209
16	\$7,223	\$1,266	\$798	\$215
17	\$7,361	\$1,308	\$815	\$218
18	\$7,497	\$1,350	\$831	\$227
19	\$7,639	\$1,390	\$848	\$231
20	\$7,777	\$1,432	\$865	\$236
21	\$7,915	\$1,474	\$881	\$245
22	\$8,053	\$1,516	\$898	\$248

# CO-ED INTRAMURALS

## 2014-2015 and 2015-2016

The compensation schedules for the 2014-2015 and 2015-2016 school years will be established as follows, based on actual increases in the seasonally unadjusted Consumer Price Index for Urban Consumers ("CPI-U") published by the bureau of Labor Statistics of the U.S. Department of Labor("BLS").

For example, if the rate of increase in the CPI-U for calendar year 2012 is 3.0%, each step and lane of the 2013-14 compensation schedule would be increased by 2.1% ( $3.0 \times .7 = 2.1$ ) to produce the 2014-15 compensation schedule. Then, if the rate of increase in CPI-U for calendar year 2013 is 4%, each step and lane of the 2014-15 compensation schedule would be increased by 3.2% ( $4.0 \times .8 = 3.2$ ) to produce the 2015-16 compensation schedule.

---

### 2014-15

- Step 1 For the 2014-2015 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2012, as compared to the CPI-U for the calendar year ending December 31, 2011. If the calendar year 2012 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2012 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.
- Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.7.
- Step 3 Increase each step if the prior year's compensation schedule by the product of the calculation in Step 2.

---

### 2015-16

- Step 1 For the 2015-2016 schedule, determine the rate of increase in the CPI-U for the calendar year ending December 31, 2013, as compared to the CPI-U for the calendar year ending December 31, 2012. If the calendar year 2013 CPI-U change is less than .25%, then .25% will be used for the CPI-U rate of increase for Step 2. If the calendar year 2013 CPI-U change is more than 5%, then 5% will be used for the CPI-U rate of increase for Step 2.
- Step 2 Multiply the appropriate rate of increase in the CPI-U by a factor of 0.8.
- Step 3 Increase each step if the prior year's compensation schedule by the product of the calculation in Step 2.

The schedule for the 2014-2015 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2012, CPI-U data. The schedule for the 2015-2016 school year will be prepared by the Board and provided to the DGEA President within thirty (30) calendar days after publication by the BLS of the December, 2013, CPI-U data.

**APPENDIX E**

RETIREMENT ELIGIBILITY RANGES

RETIREMENT MODIFIED SALARY WORKSHEETS

MODIFIED SALARY/TRS CREDITABLE EARNINGS TABLE

**Retirement Modified Salary Table:** Retirement table is based on teachers who qualify per section 9.1 and is payable in June as a lump sum.

**Retirement Eligibility Ranges (9.1)**

	<u>2011-</u> <u>12</u>	<u>2012-</u> <u>13</u>	<u>2103-</u> <u>14</u>	<u>2014-</u> <u>15</u>	<u>2015-</u> <u>16</u>	<u>2016-</u> <u>17</u>	<u>2017-</u> <u>18</u>	<u>2018-</u> <u>19</u>		
Age 60 or Creditable 35 reached Incentive Range	3.a	Up to 4 years in this range								
		<u>2012-</u> <u>13</u>	<u>2103-</u> <u>14</u>	<u>2014-</u> <u>15</u>	<u>2015-</u> <u>16</u>					
Age 60 or Creditable 35 reached Incentive Range		3.b	Up to 4 years in this range							
			<u>2012-</u> <u>13</u>	<u>2103-</u> <u>14</u>	<u>2014-</u> <u>15</u>	<u>2015-</u> <u>16</u>	<u>2016-</u> <u>17</u>			
Age 60 or Creditable 35 reached Incentive Range				3.b	Any 4 consecutive years in this range					
					<u>2012-</u> <u>13</u>	<u>2103-</u> <u>14</u>	<u>2014-</u> <u>15</u>	<u>2015-</u> <u>16</u>	<u>2016-</u> <u>17</u>	<u>2017-</u> <u>18</u>
Age 60 or Creditable 35 reached Incentive Range				3.b	Any 4 consecutive years in this range					
	<u>2011-</u> <u>12</u>	<u>2012-</u> <u>13</u>	<u>2103-</u> <u>14</u>	<u>2014-</u> <u>15</u>	<u>2015-</u> <u>16</u>	<u>2016-</u> <u>17</u>	<u>2017-</u> <u>18</u>	<u>2018-</u> <u>19</u>		
Age 60 or Creditable 35 reached Incentive Range					3.c	Any 4 consecutive years in this range				

## Retirement Modified Salary Worksheets

### **Example A:** First Year Retirement Modified Salary

1. **Previous Year's Salary** (no additional/stipends) \$ \_\_\_\_\_
2. **Retirement Incentive** (multiply line 1 by .06): \$ \_\_\_\_\_
3. **Salaried Amount** (add lines 1 and 2): \$ \_\_\_\_\_
4. **Current Year's Additional**s (Appendix D stipends) \$ \_\_\_\_\_
5. **Total Compensation** for calculated year (add lines 3 and 4) \$ \_\_\_\_\_

### **Example B:** Second Year Retirement Modified Salary

1. **Previous Year's Salaried Amount** (line 3 in Example A) \$ \_\_\_\_\_
2. **Retirement Incentive** (multiply line 1 by .06): \$ \_\_\_\_\_
3. **Salaried Amount** (add lines 1 and 2): \$ \_\_\_\_\_
4. **Current Year's Additional**s (Appendix D stipends) \$ \_\_\_\_\_
5. **Total Compensation** for calculated year (add lines 3 and 4) \$ \_\_\_\_\_

### **Example C:** Third Year Retirement Modified Salary

1. **Previous Year's Salaried Amount** (line 3 in Example B) \$ \_\_\_\_\_
2. **Retirement Incentive** (multiply line 1 by .06): \$ \_\_\_\_\_
3. **Salaried Amount** (add lines 1 and 2): \$ \_\_\_\_\_
4. **Current Year's Additional**s (Appendix D stipends) \$ \_\_\_\_\_
5. **Total Compensation** for calculated year (add lines 3 and 4) \$ \_\_\_\_\_

### **Example D:** Fourth Year Retirement Modified Salary

1. **Previous Year's Salaried Amount** (line 3 in Example C) \$ \_\_\_\_\_
2. **Retirement Incentive** (multiply line 1 by .06): \$ \_\_\_\_\_
3. **Salaried Amount** (add lines 1 and 2): \$ \_\_\_\_\_
4. **Current Year's Additional**s (Appendix D stipends) \$ \_\_\_\_\_
5. **Total Compensation** for calculated year (add lines 3 and 4) \$ \_\_\_\_\_

<b>Year</b>	<b>Base Modified Salary Calculation</b>	<b>TRS Creditable Earnings Limitation</b>	<b>Amount by which TRS creditable earnings exceeds Modified Salary, If any (amount to be withheld from Final paycheck(s))</b>
1st	106% X previous year's salary = modified salary	Previous year's TRS creditable earnings times 1.06%	Total TRS creditable earnings minus previous years TRS creditable earnings times 1.06%
2nd	106% X previous years modified salary	Previous year's TRS creditable earnings times 1.06%	Total TRS creditable earnings minus previous years TRS creditable earnings times 1.06%
3rd	106% X previous years modified salary	Previous year's TRS creditable earnings times 1.06%	Total TRS creditable earnings minus previous years TRS creditable earnings times 1.06%
4th	106% X previous years modified salary	Previous year's TRS creditable earnings times 1.06%	Total TRS creditable earnings minus previous years TRS creditable earnings times 1.06%

## **APPENDIX F**

### **GRIEVANCE FORMS**

INFORMAL GRIEVANCE STEP I

**FORM 1**

DOWNERS GROVE SCHOOL DISTRICT #99

STEP 1

Request for Informal Grievance Conference

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Facts giving rise to Grievance \_\_\_\_\_

\_\_\_\_\_

2. Statement of Grievance, including specific provisions of contract violated \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

C. Date of Informal Conference \_\_\_\_\_

D. Disposition by Principal/Immediate Superior \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

DISTRIBUTION OF FORM 1

- 1. Superintendent
- 2. Principal/Immediate Superior
- 3. Association Representative

# GRIEVANCE REPORT STEP II

## FORM 2

DOWNERS GROVE SCHOOL DISTRICT #99

Grievance No. \_\_\_\_\_

### GRIEVANCE REPORT

Submit to Association Representative in Triplicate

---

Name of Grievant	Assignment	Building	Date Filed
------------------	------------	----------	------------

#### STEP 2

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Facts giving rise to Grievance \_\_\_\_\_

\_\_\_\_\_

3. Statement of Grievance, including specific provisions of contract violated \_\_\_\_\_

\_\_\_\_\_

4. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

C. Disposition by Principal/Immediate Superior \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

#### DISTRIBUTION OF FORM 2

1. Superintendent
2. Principal/Immediate Supervisor
3. Association Representative

**GRIEVANCE REPORT STEP III**

**FORM 3**

DOWNERS GROVE SCHOOL DISTRICT #99

Grievance No. \_\_\_\_\_

A. Position of Grievant/Reasons for Appeal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

B. Date received by Superintendent \_\_\_\_\_

C. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

DISTRIBUTION OF FORM 3

1. Superintendent
2. Principal/Immediate Supervisor
3. Association Representative

**GRIEVANCE REPORT STEP IV**

**FORM 4**

DOWNERS GROVE SCHOOL DISTRICT #99

Grievance No. \_\_\_\_\_

A. Position of Grievant/Reasons for Appeal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

B. Date Submitted in Arbitration \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

DISTRIBUTION OF FORM 4

- 1. Superintendent
- 2. Principal/Immediate Supervisor
- 3. Association Representative

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