



OAK LAWN-HOMETOWN

School District 123

AGREEMENT

Between

**THE BOARD OF EDUCATION, SCHOOL DISTRICT 123
OAK LAWN-HOMETOWN, ILLINOIS**

and

DISTRICT 123 TEACHERS' COUNCIL

for the

**SOUTHWEST SUBURBAN FEDERATION OF TEACHERS
AFT LOCAL 943**

2021-2022  **2022-2023**  **2023-2024**  **2024-2025**

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PREAMBLE

This Agreement is made and entered into this day of May 24, 2021, by the Board of Education, Oak Lawn-Hometown School District Number 123, Cook County, Illinois, hereinafter referred to as the “BOARD” and THE OAK LAWN-HOMETOWN SCHOOL DISTRICT 123 TEACHERS COUNCIL #123 for the Southwest Suburban Federation of Teachers, AFT, Local 943, hereinafter referred to as the “UNION” for the purpose of setting salaries, wages, working conditions, and fringe benefits of the bargaining unit defined herein.

ARTICLE I. RECOGNITION AND JURISDICTION

■ Section 1. Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent with regard to salaries, wages, working conditions and fringe benefits for all contractually employed certified personnel of District 123 (hereinafter referred to as “employees”), but specifically excluding central office personnel, principals, assistant principals, substitute teachers, all supervisors, managerial employees and confidential employees as those terms are defined in the Illinois Educational Labor Relations Act, all short-term employees of the Board and all non-certificated personnel employed by the Board.

The Board further recognizes the Union as the sole and exclusive bargaining agent with regard to salaries, wages, working conditions, and fringe benefits for the bargaining unit of occupational therapist and board certified behavioral analyst.

For purposes of this Agreement, “fiscal year” is defined as the twelve-month period commencing July 1 and ending June 30 of the next calendar year. For purposes of this Agreement, the term “teacher” shall include all certified staff, unless otherwise noted.

■ Section 2. Board Policy

Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

■ Section 3. Savings

Should any article, section or clause of this Agreement be in conflict with any State or Federal law, rule or regulation, or declared illegal by a court of competent jurisdiction, said articles, sections or clauses, as may be the case, shall be automatically deleted from this Agreement to the extent that they violate the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.

■ Section 4. Effect of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive any right, which might otherwise exist under law, practice or custom, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters 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. This Agreement may only be amended during its term by the parties’ mutual agreement in writing.

ARTICLE II. WORKING CONDITIONS

■ Section 1. Building Policies

Building policies shall not contravene the terms of this contract.

■ Section 2. Reinstatement of Tenure Teachers

A tenured teacher who resigns with the approval of the Board, effective the end of the school year, may seek reinstatement in writing before the beginning of the next school year following his or her resignation, but the determination of the Board shall be final.

If such teacher is re-employed, he/she shall be placed on the same salary step where he/she was at the time of resignation and shall maintain leave rights and other benefits, if any, held at the time of resignation.

■ Section 3. Teacher Facilities

Each teacher shall have a room in which to carry out his duties; provided, however, that said room shall not be required to be assigned, on a permanent basis. Each teacher shall be assigned a desk and filing cabinet that need not be located in the room to which the teacher is assigned. Teachers shall receive their tentative room assignments by August 15 each year. Each teacher shall have access to a computer.

■ Section 4. Health and Safety

- A. The Board acknowledges that it has a responsibility to provide safe and healthful conditions of employment under the applicable law, and the teachers acknowledge that they are jointly responsible for the safety and health of the children entrusted to their care.
- B. Each building will have a sign indicating that all visitors will report to the office before entering the classrooms.

■ Section 5. Assignment of Grades

The responsibility and prerogative for assigning grades to students rests primarily with the classroom teacher. If a change is made in any grade recorded by a teacher, a record will be made of who caused the change to be made. The teacher whose grade has been changed will be notified of the nature and reasons for such change.

■ Section 6. Substitutes

A classroom teacher who surrenders his/her individual planning period to serve as a substitute shall be compensated at the Expanded Service Role rate, as listed in the Extended Service Salary Schedule, prorated based on the class period. If there are no teachers who voluntarily surrender plan time to substitute, the principal may assign any certified personnel on a rotating basis to be compensated at the Expanded Service Role Rate.

■ Section 7. Substitutes for Staffings

Staffings shall be held during the day. In the event that a staffing is held during the normal duty-free lunch period, the staff member involved will be assigned an amount of time equal to the normal duty-free lunch period at some other time during that day.

■ Section 8. School Day, Year and Calendar

- A. The normal work day for full-time employees shall not exceed 425 minutes and shall include a duty-free lunch period of at least forty-five (45) minutes. Time spent in extended service positions shall not be counted for purposes of computing the maximum 425 minutes. The teacher's day will begin 5 minutes before the student's day.
- B. Although the school calendar must provide for at least 185 days, sufficient holidays will be given, unless required for emergency closings, to insure that a total of 182 work days will not be exceeded. The Union shall make recommendations as to the calendar for the following school year prior to March 15. Such recommendations shall be advisory only.
- C. The normal work year, for school psychologists, shall consist of the school calendar plus up to an additional five (5) days, which shall be paid per diem.
- D. The normal work year for the Certified School Nurse shall consist of the school calendar plus up to an additional two (2) days, which shall be paid per diem.
- E. Late starts are used for faculty/staff meetings.
- F. If a currently-employed District teacher is assigned to a different classroom or teaching site for the upcoming school year for any reason, that teacher will qualify for two full days of compensation at the full-day workshop rate for room maintenance purposes. The teacher will provide the Principal with a timesheet for the work performed during these two days. A teacher who is "new" to the District is ineligible for this benefit.

■ Section 8.5 Class Size

When there is an indication that individual class size problems exist, these will be brought to the attention of the administration for its consideration. District 123 believes in having open dialogue about class size or caseload. District staff should feel comfortable raising identified concerns related to class size or caseload for discussion with administration and receive written rationale for staff impacted by staffing and space decisions. Concerns which are brought forward should be specific in nature relative to their cause. Administrative decisions regarding class size or caseload may take into account such possible factors as, but not limited to, inclusive discussion with affected staff members whenever feasible, existing staff support patterns and strategies, the composition of the classes, number of students, achievement and behavior profiles of the impacted students, and the special educational needs of the impacted students.

As may be required by law and the Illinois State Board of Education, the Administration and the Union will cooperate in the development of the District's Response to Intervention Plan.

■ Section 9. Planning Periods

- A. All full-time teachers shall have a minimum of 200 minutes of planning time during a normal work week.
- B. Planning time need not be evenly distributed throughout the week. Planning periods shall be determined by the administration and may consist of periods during which a teacher's class is scheduled to receive instruction in special subject areas such as music, physical education, art and library. Provided, however, nothing in this Agreement shall be construed as a guarantee of a certain number of special subject periods or that any special subjects will be scheduled.
- C. The planning time minimums provided herein for the following employees will be scheduled by the employee with the approval of the administration: learning resource teachers, speech pathologists, school social workers, nurses, academic support staff, literacy and math support teachers, instructional coaches, curriculum facilitators, occupational therapists, board certified behavioral analysts and psychologists.
- D. Upon the teacher's request and with the approval of the building principal, teachers may be allowed to leave the building during their planning period.
- E. Middle school teachers will have an instructional load not to exceed six (6) instructional periods per day.
- F. With consideration of parent schedules, a reasonable effort will be made to schedule IEP meetings and meetings with parents to begin at a time that will not overlap with a teacher's duty-free lunch period.

■ Section 9.5 Collaboration/Common Plan Time

- A. District 123 believes in creating and sustaining a culture that supports meaningful collaboration that impacts positive student achievement. This is addressed through assigning teachers with collaboration/common plan time opportunities. Teachers and administration will annually meet to develop scheduling options to offer collaboration time.
- B. When developing scheduling options to offer collaboration time for teachers with caseloads, additional meetings between teachers and administration may be held throughout the school year as needed to discuss issues related to workload. Collaboration before or after school will be pre-approved by administration and capped at 2 hours per staff member per month using the "Pre/Post School Day Student Instruction" rate of pay.
- C. Teachers may use assigned collaboration time within a period of five school attendance days to enter grades and prepare report cards immediately prior to the report card due date. There is an expectation that teachers will enter grades or document progress every other week, and an understanding that two collaboration periods per month shall be set aside for completing such work.

■ Section 10. Teacher Lounges

The School shall provide lounges for staff use which shall be cleaned by the District once each school day. The teachers shall be responsible for maintaining the cleanliness of the lounges thereafter.

■ Section 11. Copiers

Clerical help will be available to assist teachers in making copies for instructional purposes.

■ Section 12. Keys to Facilities

Each teacher will be provided the means for independent access to the building and with a key to his/her interior classroom door and staff restroom if applicable.

■ Section 13. Extended Service Positions

- A. The Union president shall be notified of all vacant extended service positions and such vacancies shall be shared electronically with all staff. Teachers interested in such positions shall submit an application in writing to the Superintendent or designee. In the event the administration cannot obtain qualified teachers to accept such positions, the administration may require any qualified teacher to fill such positions. The Union president shall be notified as such appointments are made.
- B. Individual teachers who have positions which provide compensation in addition to the rates provided in the basic salary schedule shall be relieved of them only for just cause.
- C. In an effort to make club parameters comparable for all staff, the district will implement common extended service expectations.
 - 1. Elementary Lunchtime Club Participation:
 - a. Elementary Teachers electing to hold club meetings during their duty-free lunch period will hold 15 thirty-minute club meetings per trimester to receive the full amount of the club stipend as indicated in Appendix D.
 - b. Elementary Teachers electing to hold club meetings during their duty-free lunch period can also elect to hold 7-8 thirty-minute club meetings per trimester and receive $\frac{1}{2}$ of the club stipend amount as indicated in Appendix D.
 - 2. All before- and after-school clubs will be 60 minutes in length, outside the contractual day.
- D. Teachers alleging a violation of this Section 16 shall have the right to invoke the grievance procedure but not beyond the Board level thereof.

■ Section 14. Student Teachers

Teachers desiring student teachers must request teachers for the following school year between May 1st and May 30th of the year preceding the year the student teacher will be available. Assignment of the student teacher will be determined by the Board of Education. Any stipend received from the student teacher's college or university will be paid to the supervising teacher.

■ Section 15. Assault/Battery

- A. "Assault" is an unlawful attempt or threat to injure another physically.
"Battery" is the actual non-permitted, offensive physical contact with another.

- B. In the event a principal is notified that a teacher has been assaulted in the course of his/her employment, the principal shall notify the Superintendent and the parent or guardian of the child (if applicable).
- C. The Superintendent, or designee, shall, upon the request of the teacher, immediately notify the proper person or agency of the assault.
- D. The Superintendent, or designee, upon receipt of a written complaint from a teacher, will report all incidents of battery to the local law enforcement authorities immediately after the occurrence of the attack.

■ Section 16. Educational Development Committee

- A. Concept: The parties recognize their dual responsibility to provide the best possible educational experience for the students of this district within the available resources. To promote that purpose, the parties recognize the potential value of Educational Development.
- B. Types of Committees: The parties recognize and intend to establish two categories of Committees - Building Level EDC and District-Level EDC.
 - 1. Building Level EDC: Within the first two weeks of each school year an Educational Development Committee (EDC) will be established in each school. The committee shall be composed of the building principal or his/her representative, and a maximum of four (4) teachers elected by the union members of each building. The building level committee shall be convened to address the problem-solving functions and purposes listed under section C below.
 - 2. District Level EDC: District level EDC meetings will be scheduled on at least an every other month basis. A calendar of meeting dates will be agreed upon during the first 30 days of the school year. The district level committee shall be convened to investigate areas related to the instructional program, working conditions, the development of the annual school calendar, the development and implementation of a climate survey, and to the improvement of education in District 123. Such committee shall be composed of one (1) elected member from each school, three (3) administrators, the Union president, and the superintendent, or designee. The superintendent or his/her designee shall chair the district level meetings.
- C. Functions and Purposes:
 - 1. Each Committee shall report in writing and shall:
 - a. Identify the problem
 - b. Present the essential facts
 - c. Develop the alternative solutions
 - d. Recommend a course of action
 - 2. Recommendations not addressed at the building level, by such Committees, shall be forwarded to the Superintendent and District-level EDC for consideration and review by the Board.
 - 3. A building principal will notify a building EDC representative designated by the Union regarding action taken by the Administration or the Board. The principal will provide such notice by the end of the second school day that the principal is in the building following the action.

4. The chairperson of each building EDC shall provide copies of building minutes to the Superintendent and the Union president. The minutes of the district level EDC meetings will be provided to all staff in the district.
5. Each EDC will jointly work to promote the process and build knowledge of the proper problem-solving protocols to school staff in order to build understanding and encourage regular use throughout each school year.

■ Section 17. School Discipline

The responsibility of maintaining discipline shall rest with the parents, teachers and administration. Repeated violators of school disciplinary policy shall be referred to the proper administrative office with a report of the reasons therefore. The teacher shall be notified of action taken by the administrative office. The Board agrees to review the discipline policy at least every two years or more often at the request of the Union.

■ Section 18. Building Budget

The teachers in each building may make recommendations, advisory only in nature, as to how the available funds in that building will be spent. If and when an annual building allocation budget has been prepared, a copy shall be made available in each building.

■ Section 19. Supplies

The teachers of each school shall make recommendations on the types and amounts of instructional supplies ordered for that school.

■ Section 20. Assistant to the Principal/Middle School Team Leader/Core Leadership Team Member

A. Duties and Responsibilities

1. K-5 Assistant to the Principal Duties will include:
 - a. to act in the principal's place as defined by the Assistant to the Principal job description;
 - b. Additional duties performed outside of the Assistant to the Principal job description will be compensated via extra duty pay as defined by the Extended Service Salary Schedule.
2. Middle School Team Leader duties will include:
 - a. membership on the building leadership team;
 - b. preparation for and facilitation of daily team meetings;
 - c. management of team resources necessary to meet instructional needs of the team;
 - d. liaison with Administration and outside groups; and
 - e. assisting their team in establishing and articulating the team's purpose and focus throughout the year.

3. Core Leadership Team Member. The duties and responsibilities of the Core Leadership Team member include the following:
 - a. membership on the building Core team;
 - b. liaison with administration;
 - c. attend Core Leadership Team meetings (not to exceed two hourly meetings per month);
 - d. facilitate, support and discuss the implementation of building and/or district initiatives via Core and team meetings; and
 - e. share and discuss information presented at Core leadership Team meetings with grade level team or off-core team.
 - f. Work collaboratively with the Administration to solve and discuss building level issues.
- B. The position of Assistant to the Principal, Middle School Team Leader and/or Core Leadership Team Member shall be based on a four-year term with an open application process to be run in the spring of every other odd numbered academic year commencing in 2021 (ie. 2021, 2025, 2029). When a vacancy occurs or during the open application process the extended service position procedure will be followed. However, the final appointment shall be determined at the sole discretion of the Superintendent or his/her designee. Consideration will be taken to maintain current staffing placements. The Board agrees that the Superintendent will strongly consider the recommendation of the principal from each building for that building's Assistant to the Principal, Middle School Team Leader and/or Core Leadership Team Member. The listing of these positions contained in this section is not a guarantee that these positions will be established or continued.

■ Section 21. Summer Work Contracts

Teachers interested in summer employment in the district shall make written application by March 1. Preference shall be given to District 123 teachers with consideration given, but not limited, to qualifications such as: degrees, hours of credit, publications, references, recommendations, evaluations, experience and service to the district. Assuming positions do not require specialized training and/or experience, appointments will be rotated. Those applicants who are not chosen in a given year will be accorded priority consideration the following year. However, the determination of the Board shall be final.

■ Section 22. Part-time Teachers

- A. Part-time teachers who are in the bargaining unit shall receive added compensation equivalent to the time spent in attending institutes or in-service workshops beyond their contractual hours.
- B. If a teacher requests to work part-time, the following shall be in effect:
 1. The teacher shall receive prorated salary and fringe benefits.
 2. The teacher's tenure status shall not be affected by the part-time status.
 3. Seniority shall accrue in the following manner:
 - a. 120 days of work shall be equivalent to one full year of service.

- b. .3 or .4 (1-1/2 or 2 days per week) shall not be counted as any credit until three continuous years have been worked and thereafter one year of service shall be credited for the prior three years of part-time service, as the teacher starts his/her fourth year of part-time service.
- c. .5 or .6 (2-1/2 or 3 days per week) shall give the teacher one-half year of credit after the year in which they complete the part-time schedule.
- d. .7, .8 or .9 (3-1/2, 4, or 4-1/2 days per week) shall give the teacher one year of credit which shall be earned after completing the part-time schedule.

■ Section 23. Academic Freedom

- A. Teachers shall be free to use and discuss materials, methods and issues relevant to the educational objectives of the instructional program adopted and approved by the Board of Education of District 123.
- B. In the event of adverse criticism by third persons of teaching methods or materials used by the teacher, the following procedures shall be applied in all cases.
 - 1. Objections and complaints regarding the use of any instructional methods or materials must be in writing, signed by complainant.
 - 2. Written objections and complaints will be reviewed by a committee composed of three (3) teachers appointed by the Union and three (3) members appointed by the Superintendent.
 - 3. After careful investigation, the committee shall reach a decision and make a recommendation to the Board for final disposition, which recommendation shall be advisory.

The Union and the Superintendent agree that the respective parties will attempt, to the extent that it is possible, appoint members to the committee who are knowledgeable in the field of study to which the committee is addressing itself.

■ Section 24. Evaluation of Teachers - Procedures

- A. General Provisions
 - 1. Teachers shall be evaluated by the building principal, the Superintendent or designee. Prior to the first student attendance day, all teachers will be informed of the evaluation procedures employed in District 123.
 - 2. A conference between a teacher and evaluator shall be held within ten (10) school days after each evaluation unless mutually extended. The teacher shall receive a written summary of the conference within ten (10) days after it has been held.
 - 3. When it is determined that a teacher should be dismissed or that his/her contract will not be renewed, s/he shall be informed in writing at least forty-five (45) days prior to the end of the current school year. The reason for the dismissal or nonrenewal must be given only to a non-tenured teacher in his/her final probationary year. No reason for the dismissal or nonrenewal need be given at the end of the first, second or third probationary year.

4. If a non-tenured teacher feels his/her termination at the end of his/her last probationary year is unjustified, he/she may file a grievance and have a review of his case through no further than the Board level of the grievance procedure.
5. For the purposes of evaluation, the evaluator may not by mechanical means observe, listen to or record classroom proceedings or other activities conducted with students or other persons (i.e. parents, other teachers, etc.) unless the concerned teacher has given his/her permission in writing.
6. Substitute teachers shall not be required or requested to evaluate the absent teacher's class organization or instructional work.
7. For those teachers working in more than one building, the Superintendent shall designate the home school principal to be responsible for planning evaluations of that teacher and coordinating the evaluation with all other evaluators.

B. Procedures for Teacher Evaluation

1. The Board of Education agrees to comply with and follow the provisions of the Illinois School Code relative to the evaluation of tenured teachers 105 ILCS 5/24A, as well as the District 123 Teacher Evaluation Plan.
2. The signature of the teacher does not imply agreement or disagreement with the report. A space for teacher comment shall be provided on the written evaluation.
3. The evaluator shall furnish the teacher with a copy of the evaluation.

C. Evaluation Joint Committee

1. The evaluation joint committee will design and provide guidance regarding the evaluation of teachers. The committee shall be comprised of equal representation for both Union and Administration and shall meet as needed, but at least on an annual basis.

■ Section 25. Personnel File

- A. Only one official file shall be kept for each teacher in the district. Such file shall be in the Administration Center, and except for confidential communications, shall be available to the teacher.
- B. Each teacher shall have reasonable access to his/her file and shall have the right to insert materials relevant to his/her service in the district or his/her qualifications in general.
- C. Teachers shall have the right to have photocopies of any non-confidential material in his/her file at the district's cost.
- D. No derogatory material shall be added to a teacher's file unless the actual copy to be filed has been signed and dated by the teacher. The signature indicates that the teacher has read the materials, however, it does not imply agreement with its content. Nothing is to be deleted from the teacher's personnel folder. If a teacher refuses to sign and date the copy, a notation to that effect will be placed in the teacher's file.
- E. The teacher shall have the right to attach dissenting material to any non-confidential item in his/her file.

- F. A teacher shall be advised in writing whenever a request is made for information from the teacher's personnel file and be advised as to who made the request and the date of the request.

■ Section 26. Teacher Assignments, Transfers and Notification of Vacancies

A. Teacher Assignments

Teachers shall be notified in writing no later than May 15 of their tentative assignment for the following school term, as to grade level, school and/or subject area.

B. Teachers Right to Transfer

Teachers may request transfer to another building or re-assignment to teach a different grade level or subject. The Board agrees that, whenever possible, it will honor such requests when the position becomes available. The assignment of the teacher shall be determined with consideration given but not limited to qualifications such as degrees, hours of credit, publications, references, recommendations, evaluations, experience and service to the district.

The administration, however, will make the final determination in regard to all transfers. The request for transfer for the following school year shall be submitted in writing to the Superintendent no later than March 15. When an assignment is made, all applicants for the position will be notified.

C. Notification of Vacancies

Union members shall be notified electronically of all teaching and administrative vacancies new and existing in the district. Teachers interested in such positions shall apply in writing to the Superintendent or designee.

- D. No provision in this Section 29 shall be subject to the grievance procedure.

■ Section 27. Reduction in Staff

Whenever the Board determines that a reduction in the number of teachers to be employed in the district is necessary, such reductions will be made in compliance with all pertinent requirements of Section 24-12 of the Illinois School Code.

If the Board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in compliance with Section 24-12 of the Illinois School Code so far as they are legally qualified to hold such positions.

Teachers alleging a violation of this Section 30 shall have the right to invoke the grievance procedure but only at the Board level thereof.

The Board's determination shall be final in all cases except for legal recourse, and the provisions of this section shall be non-arbitral and otherwise non-reviewable.

Reduction in force must be in compliance with all pertinent requirements of law and is subject to legal recourse.

■ Section 28. Parking Conditions

All parking lots in District 123 shall be posted with signs stating that these lots are for authorized use only.

■ Section 29. Professional Courtesy

The staff and the administration shall, at all times, treat each other with courtesy and respect. Professional courtesy exists within organizations where open, accurate and respectful communication is an expected standard. These courtesies may include such ideas as:

- A. Confirm and commit to all actionable requests within two (2) work attendance days;
- B. Communicate in a respectful tone;
- C. Adhere to a meeting share-out process that is collaboratively developed and periodically reviewed by management and union.

If a parent makes a complaint regarding a teacher to an administrator, the teacher will be notified regarding the complaint. The administrator will make every effort to refer the parent back to the teacher for a solution. Either the teacher or the Administrator may request to meet with the parent to discuss a complaint. If a meeting with the parent is requested, the Administrator will be present at such meeting at the request of the Administrator, teacher or the parent. A teacher may not refuse to be present at a meeting with the parent unless an Administrator approves the teacher's request not to be present. Nothing herein shall prevent an Administrator from hearing a parent complaint. Nothing herein shall prevent a parent from refusing to meet with a teacher to discuss a complaint. If the tone of any meeting becomes hostile or threatening, the administration will end the meeting and excuse any staff member.

■ Section 30. Professional Development Days

Employees in their first year of District employment shall attend up to three (3) professional development days to be scheduled in August prior to the first District institute day for the school term. Such attendance shall be without additional compensation.

■ Section 31. Curriculum Facilitator Banked Days

The work year for the position will be the regular work year for teachers set forth in the Agreement, plus up to an additional ten (10) workdays over the summer. A Curriculum Facilitator shall be allowed additional leave days equivalent to the number of days worked over the summer. The additional leave days shall be designated with the approval of the Superintendent, and may occur during the regular teacher work year and summer.

ARTICLE III. GRIEVANCE PROCEDURE

■ Section 1. Definition

A grievance is defined as, and limited to, a written complaint alleging that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

■ Section 2. Presentation of Grievance

Individual employees shall have the right to present grievances. The appropriate Union representative shall be afforded the opportunity to be present and to represent the grievant, if the grievant so desires, at any stage of the grievance procedure, and any settlement reached must not be inconsistent with the provisions of this Agreement.

■ Section 3. General Provisions

- A. All grievances must be presented promptly and in no event any later than twenty-five (25) working days from the date of the condition or action giving rise to the complaint.
- B. Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place and the specific section or sections of the agreement involved.
- C. The grievance shall be presented to the immediate supervisor involved, in triplicate, and signed and dated by the grievant.
- D. By agreement of the grievant and the administration, the grievance will be filed with the Superintendent or the Board of Education instead of with the immediate supervisor in any appropriate case.
- E. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being of the essence, and, in the event the time limits are not observed, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by mutual agreement.
- G. Proceedings held under this Article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

■ Section 4. Procedure for Adjustment of Grievances

Informal Conference

- A. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
- B. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the president of the Union or designee of the adjustment.

Formal Procedure

- A. Principal Level: In the event the grievance is not resolved informally, the principal or designee shall meet and confer with the grievant within five (5) working days after it is filed with a view to adjusting the grievance. Within three (3) working days thereafter, the principal or designee will furnish his decision to the grievant.
- B. Superintendent Level: Within five (5) working days after the principal renders a decision, an appeal therefrom may be taken by the grievant to the Superintendent. The Superintendent or designee shall meet and confer with the grievant within five (5) working days with a view to adjusting the grievance, and within three (3) working days thereafter the Superintendent or designee shall render his decision to the grievant.
- C. Board Level: Within five (5) working days after the Superintendent or designee renders his decision, an appeal may be taken by the grievant from that decision to the Board. Within thirty (30) working days after the appeal is filed, the Board will hold a hearing on the grievance. The hearing will be informal, but the parties will be allowed to state their views fully. The parties shall be entitled to present witnesses. Within ten (10) working days after the hearing on appeal, the Board will communicate its decision in writing to the grievant.
- D. Arbitration: If the decision at Step 3 is not satisfactory to the grievant, there shall be available a 4th and final step of impartial arbitration. The grievant must submit in writing, within ten (10) school days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within the above ten day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said arbitration. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with or which modifies or varies the terms of this Agreement; or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement and rendered consistent with the terms of this Agreement, shall be binding upon the parties. Expenses for the arbitrator's service and expenses which are common to both parties shall be borne equally by the Board and the Union.

ARTICLE IV. SALARY AND FRINGE BENEFITS

■ Section 1. Teacher Salary and Benefits

A. Payroll Procedures

1. The provisions of this subsection are subject to the approval of the Township Treasurer. Teachers will be paid over twenty-six (26) pay periods over the 12-month calendar.
2. Teachers' salary checks shall either be sent direct deposit electronically or to the buildings in closed envelopes. Paper checks shall be distributed before the start of the lunch hour, if delivered in time by the Township Treasurer. Teacher's opting for electronic distribution shall designate a bank or other institution for purposes of direct deposit.
3. Teachers whose resignation is accepted by the Board during the year shall be paid for the period of actual employment and shall have their salaries prorated on the basis of the number of teacher attendance days in the school calendar. The amount due the teacher shall be paid not more than thirty (30) days after termination of employment.

B. Deductions

Pursuant to applicable law and upon written request of the employee, salary deductions shall be made for:

1. District 123 Teachers' Council for the Southwest Suburban Federation of Teachers, AFT Local 943
2. Credit Union
3. 403(b)/457 eligible investment accounts and/or Tax-sheltered annuities in a Board approved company. Maximum list of 403(b)/457 eligible investment account companies cannot exceed 10, provided at least five teachers request access to the new companies.
4. The Oak Lawn-Hometown School District 123 Educational Foundation
5. AFT Local 943 Political Action Contribution (PAC)
6. Other charitable organizations approved by the Board of Education

All items shall be deducted throughout the year or until written notice to the contrary. Additional sums will be deducted for income tax upon request of the employee.

The provisions of this section are subject to the approval of the Township Treasurer.

■ Section 2. Medical Examination

The cost of any physical examination which the Board requires other than that required by Section 24-5 of the Illinois School Code shall be paid in full by the Board of Education.

■ Section 3. Mileage Allowance

Teachers who are required by the administration to use their automobiles in servicing more than one building during the school day are to be reimbursed at the rate established annually by the Internal Revenue Service. Teachers required to use their automobile carrying out extended service position duties, as indicated in

Section 11, or attending district approved workshops will keep logs and submit them to the district for reimbursement. Any teacher required to use his/her vehicle for school business must retain a valid driver's license and current evidence of insurance coverage that is in compliance with the minimum insurance coverages required by the state of Illinois.

■ Section 4. Internal Substitution

- A. If the minimum planning time as defined in Article II, is reduced because of internal substitution, the teacher shall be reimbursed for such time at the rate established for student instruction in Article IV.
- B. All internal substitution shall be on a voluntary basis, rotating when possible, with those teachers at that grade level being requested first; however, if no volunteers are available, the administration may require such substitution.

■ Section 5. Health Insurance

A. Coverage

Group hospitalization and medical insurance is to be offered to each teacher as permitted by the insurance provider(s). The Board shall make available to all full-time employees a health insurance plan to be provided by an insurance company or companies to be approved by the Board. (Part-time employees refer to Article II.) An Insurance and Benefit Committee comprised of equal union and administrative representation will meet as needed to discuss insurance and benefit coverage. Every effort will be made to include representation on the committee from each insurance category.

As permitted by the insurance provider(s), employees shall have the choice of:

Full Time Employees	Board Paid Contribution
HMO Single	100.00%
HMO Employee +1	88.50%
HMO Family	89.00%
PPO Single	97.50%
PPO Employee +1	85.00%
PPO Family	83.00%

If the cost of HMO Family increases more than nine percent (9%) for a school year, the Board and the employee shall share the amount in excess of nine percent (9%). If the cost of PPO Family increases more than nine percent (9%) for a school year, the Board and the employee shall share the amount in excess of nine percent (9%).

An employee who received a annual salary bonus as a result of his/her enrollment in the HMO single or family plan during the 2004-05 school year will receive an annual salary bonus in the amount of \$600.00 for single coverage or \$1,600.00 for family coverage as long as s/he stays enrolled in the HMO plan.

B. Cash Options

In the event any teacher does not enroll in such individual (or single) plan or family plan as heretofore mentioned, s/he shall receive an amount up to the cost of the single HMO coverage but not to exceed in any event, however, the sum of \$2,000.00 annually.

It is understood that teachers shall have the option of participating in a tax-sheltered 403(b)/457 eligible investment plan under the applicable provisions of the Internal Revenue Code.

■ Section 6. Group Life Insurance

Group life insurance is to be provided in the amount of \$30,000 for each teacher, with both the company and term and conditions of the policy to be approved by the Board.

■ Section 7. Protection from Suit

The Board will, in accordance with Section 5/10-20.20 of the Illinois School Code (105 ILCS 5/10-20.20), indemnify and protect members of the bargaining unit against civil rights damage claims and suits, constitutional rights damage claims and suits and death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

■ Section 8. Credit for Teaching Experience

Newly employed teachers may be awarded full credit on the salary schedule for public school teaching experience outside of the district, provided that said service was rendered after the attainment of a bachelor's degree.

■ Section 9. Salary Changes - Post Graduate College/University Work

- A. Changes in salary shall become effective on the first day of the semester following receipt and approval by the Board, of certification from the college or university that the additional credits have been earned or the higher degree has been awarded. For the purpose of this section, each semester shall be held to begin September 1 and February 1 of each year. Increases are limited to payment for fifteen (15) semester hours beyond the bachelor's degree unless a master's degree is achieved. Further salary changes will occur after each group of fifteen (15) semester hours has been achieved and verified beyond the master's degree, up to a limit of forty-five (45) semester hours.
- B. All hours of college, university or in-district credit acquired after granting of a bachelor's or master's degree in their teaching or related field of education which may benefit the district and is approved by the Board, in advance, shall apply toward salary advancement.

In-district credit shall be given on the basis of ten (10) hours of class work to be equal to one hour of credit on the salary schedule. A maximum of fifteen (15) hours of in-district credit can be applied toward salary advancement.

- C. Teachers will be moved to the appropriate step on the salary schedule at the beginning of each school year. Lane changes will be made as soon as possible following the documentation deadlines of September 1st and February 1st. If a teacher has been "frozen" on a step during a previous

school year(s) and qualifies to move across the salary schedule to another lane by September 1st, movement will be restricted to one step down regardless of number of years “frozen”.

■ Section 10. Salary

- A. The Salary Schedules pertaining to the for the school years of this Agreement are attached as Appendices.
- B. Pick-Up of Employee’s Contribution to Teacher Retirement System
 - 1. From each teacher’s salary amount as reflected on the salary schedule, and not in addition to said amount, the Board shall remit to the Teachers’ Retirement System the amount of 9% of said amount. It is the intention of the parties to qualify such payments as picked up and paid by the Board, on the teachers’ behalf, as employer payments pursuant to Section 414(h) of the Internal Revenue Code. The Board does not warrant that the deduction made from teachers’ salaries pursuant to the paragraph are deemed excludable from teachers’ gross wages.
 - 2. Should the procedure specified in the above paragraph (1) be declared illegal by a court of law, or should the procedure be disapproved by the Internal Revenue Service as an unlawful method for deferring taxation of income under the Internal Revenue Code, the procedures will be void and unenforceable and the Southwest Suburban Federation of Teachers, AFT Local 943 and individual members of the bargaining unit hereby agree to indemnify the Board of Education for any income tax withholding or other liability which results from the implementation of procedures specified in paragraph (1) above.
 - 3. The Southwest Suburban Federation of Teachers, AFT Local 943, agrees that it is in the intent of the parties that the indemnification provision contained above in paragraph (2) is a commitment upon the part of the Southwest Suburban Federation of Teachers, AFT Local 943 and that the individual members of the bargaining unit are ultimately liable to the Board of Education for any liability incurred by virtue of implementing the Teacher Retirement Contribution section. Therefore, the indemnification contained in paragraph (2) may at the option of the Board be affected by recouping any withholding tax liability from the individually responsible teachers rather than resorting to the Southwest Federation of Teachers, AFT Local 943 for indemnification.

■ Section 11. Extended Service Salary Schedule

If, during the term of this Agreement, the Board shall create any additional extended service positions or incorporate any of the duties of any existing extended service positions into the regular work day, then the rate of pay for such positions shall be subject to negotiations between the Board and the Union, the provisions of Article I, Section 4, to the contrary notwithstanding.

The listing of positions contained in this section is not a guarantee that each activity will be conducted or continued.

The Extended Service Salary Schedule is attached as an Appendix.

■ Section 12. Group Dental Plan

The Board shall make available to all full-time employees a Group Dental Plan to be provided by an insurance company or companies to be selected by the Board. Said Plan shall provide employees with the option of selecting either single or family coverage.

Employees who enroll in said Plan shall pay the applicable monthly premium for the coverage selected by authorizing a payroll deduction. The Board shall contribute \$400.00 annually, prorated on a monthly basis, toward the monthly premium cost for each enrolled employee. However, in no event shall the Board's contribution exceed the actual cost of the employee's monthly premium.

Employees on unpaid leave may continue, at their own expense, to be enrolled in said Dental Plan providing that there is agreement upon the part of the Board approved insurance company and provided that the premium costs are in the business office thirty (30) days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.

■ Section 13. Retirement Program

A. To be eligible to participate in the District 123 Retirement Program, an employee must meet the following criteria:

1. Must apply and be eligible for a retirement annuity within six (6) months of the last day of teaching for which retirement contributions were required (per P.A. 94-0004, amendments thereto, or TRS rules);
2. Must have completed at least fifteen (15) years of full-time employment as a teacher in District 123, including final year;
3. Must meet all eligibility requirements for the receipt of a retirement annuity under the Illinois Teachers' Retirement System ("TRS") and;
4. Within the life of this contract, must submit in writing an irrevocable statement of intent to retire to the Superintendent by May 1st prior to the school year in which benefits are to begin.
5. Must retire by June 30, 2029.

B. Employees who participate in the District 123 Retirement Program shall be entitled to the following:

For each of up to four (4) school years of the employee's plan until the employee's retirement, the Board shall provide the employee with a 5% increase in TRS creditable earnings. In order for the annual increase to include an increase in creditable earnings not paid under the Salary Schedule (e.g., Extended Service Schedule duties and responsibilities), the employee must continue to perform all of such duties for each of the years following the written notice of the election to participate. If the employee does not continue to perform duties not compensated on the Salary Schedule, the amount paid for such duties in the previous school year shall be deducted from the total creditable earnings for that year before the 5% increase is applied.

C. Notwithstanding any of the provisions of this Section 13, the Board shall not be required to (1) pay any benefit under Section B that would subject the Board to any additional payment to TRS under P.A. 94-0004, subsequent amendments to the Pension Code or TRS rules; or (2) pay any benefit under Section B if the employee has received an increase in TRS creditable earnings in excess of 6%

for any school year used to calculate the Teacher's TRS pension that would require a payment by the Board to TRS.

D. Health Insurance

The Board will pay the actual cost of the retired teacher's single health insurance premium in the Teachers' Retirement System's health insurance program ("TRIP") for those teachers who elect to retire for sixty (60) consecutive months following the teacher's retirement from the District or until the retired teacher reaches age sixty-five (65), whichever first occurs. Teachers eligible for such continued insurance coverage must be at least 55 years of age. Date of eligibility is to be determined as of June 30 of any year. If during the Agreement, there are changes in Illinois law to shift additional costs of contributions to the Teachers' Retirement System health insurance program onto the employer, the Board will amend its payment to the premium cost of a retired teacher's single health insurance premium to the actual cost of the single health insurance premium in the Teachers' Retirement System's health insurance program plus the historic annual premium increase of 3%. The retired teacher shall be responsible for any and all difference(s) in the cost of the single health insurance premium.

In the alternative, the employee may make an irrevocable election by the date of retirement to waive the Board's contribution towards TRS single health insurance premium and receive a severance payment of \$25,000. Such severance payment shall be paid in two (2) installments of \$12,500 each. The first installment shall be paid during the first January following retirement and the second installment shall be paid during the second January following retirement.

- E. An employee who has submitted an irrevocable statement of intent to retire and is receiving pre-retirement benefits may submit a written request that the Board approve an earlier retirement date. Any such written request shall be submitted to the Superintendent by March 1 of the school year that the employee is requesting to retire. Approval of the earlier retirement date shall be at the discretion of the Board. If the employee's request is granted, the Board's approval shall be non-precedential in effect.
- F. An employee who has submitted an irrevocable statement of intent to retire may submit a written request that the Board approve the withdrawal thereof under the following conditions:
- a. diagnosis of terminal illness of the employee or his/her spouse, or death of the spouse;
 - b. total disability of the employee's spouse;
 - c. serious illness of a medically and financially dependent child or parent;
 - d. legal action for the dissolution of the employee's marriage or for legal separation is filed in court before the date of retirement specified in the teacher's request for retirement incentive; or
 - e. such other good and sufficient reasons as the Board may deem warrant approval of the request
- G. An employee requesting the Board's approval of the withdrawal of the statement of intent to retire will tender a written proposal for the withdrawal to the Superintendent. As a condition of the Board's consideration of the request, the employee will agree to and execute a wage deduction that will repay the Board any retirement incentives paid to the employee to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal.

H. Approval of the request to withdraw the statement of intent to retire shall be at the Board's discretion. The Board discourages requests to withdraw which are submitted after January 1 of the school term of the intended retirement.

■ Section 14. Tuition Reimbursement

A. Establishment of Fund

The Board shall establish a fund for tuition reimbursement in the amount of \$40,000.00 and shall reimburse a maximum of \$150 per course hour during the term of this Agreement.

If all requests for reimbursements do not exceed the sum indicated above, then and only then shall all teachers submitting reimbursement requests receive the actual cost of tuition. The difference between the fund maximum of \$40,000.00 and the total of all requests made and validated will be divided by the total number of semester hours for which the \$150 per hour maximum was insufficient to cover the actual tuition paid. That amount will be paid, in addition to the per course maximum, until the fund is depleted or until all actual costs have been reimbursed. In no case, will requests be reimbursed in excess of actual tuition paid.

If, however, the sum total of reimbursement requests exceeds the sum indicated above, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sum.

This maximum fund amount shall be available annually to reimburse tuition for graduate-level course work completed each year during the term of this Agreement. Actual payment of the reimbursement shall not occur, however, until after September 30 of the following school year in accordance with the procedure set forth below.

If undergraduate courses are specifically required by the administration or by the college or university for admission into or completion of an advanced degree program, they will be included in the pool.

B. Eligibility

All full-time employees are eligible to participate in the Tuition Reimbursement Plan. Such employees shall be entitled to reimbursement for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

1. The graduate-level course was approved by the Superintendent within two (2) weeks of enrollment in the course.
2. The employee attained a grade of "C" or better in the course (or a grade of "passing" in the event no letter grades were assigned).
3. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
4. The employee requested reimbursement in accordance with the procedures set forth below.

Notwithstanding the foregoing, no teacher shall receive reimbursement for the completion of greater than sixteen (16) hours of coursework during any given school year.

C. Reimbursement Procedure

Teachers requesting reimbursement must submit suitable evidence of successful course completion for the same before September 30 of the school year following completion of the graduate course work.

Failure to submit the request for reimbursement by September 30 will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement, the teacher must return as a regular employee of School District 123 the September following completion of their course work. Failure to submit official transcripts by December 31 of each year shall result, without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board.

■ Section 15. Vision Fund

The district shall establish a reserve based upon a \$100 reimbursement per qualified employee, per school year, toward the cost of eye examination, prescription eyeglasses or prescription contact lenses. Evidence of such examination or purchase of corrective lenses shall be by submission of a Request For Reimbursement Form and accompanied by a receipt from a duly qualified, licensed, eye care professional. Such reimbursement shall be made in October and May of each year.

■ Section 16. Compensation for Expanded Service Role

When teachers' job descriptions change to require them to assume responsibilities in addition to their regular classroom duties and to those associated with carrying out those duties, they will be paid an amount in addition to the salary scheduled for those regular teaching responsibilities. The additional remuneration will be paid only when such changes constitute an expanded service role (i.e., coordinator, facilitator, director, consultant, etc.) that requires work beyond the normal school day and year as defined in Article II, Section 10. Such compensation will be agreed upon by the administration and the staff member and will be based upon the rate provided in the Extended Service Salary Schedule.

■ Section 17. Minimum Call-Back Assignment

An employee called back to work after having left work, or during the summer break, shall receive a minimum of two (2) hours of work at the appropriate extended service rate unless the time extends into his/her regular work shift, or unless the employee is called back to rectify his/ her own error.

■ Section 18. Tax Sheltering of Health and Dental Teacher Payments

The District will implement an IRS 125 Flexible Benefit Plan. The "125 Plan" will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying premium health and dental insurance payments and any other benefits as determined by the district.

■ Section 19. Salary Schedule Movement for Part-time Employees

If part-time employees work for a full year, they will advance a full year on the salary schedule but will receive the percentage of that step they work.

Part-time employees who begin employment after January 1 will remain on their initial step for the second school term of part-time employment. After that they will advance one year for each year of service. Salary will be calculated by using the percentage of the step they work.

■ Section 20. Flexible Spending Accounts

Through an appropriate salary reduction agreement, interested employees may establish a dependent care flexible spending account to reimburse themselves for the cost of childcare and dependent care. Employees may also establish medical flexible spending accounts to reimburse themselves for medical, dental or vision expenses not covered by insurance.

■ Section 21. Compensation for Attendance at Staff Development Activities and Participation in District-Level Committee Work--Post School Day

- A. When a teacher enrolls in a district-approved staff development activity conducted before or after the normal teacher workday, he/she may choose one of the following:
 - 1. to be compensated at the rates established below
 - 2. to be awarded credit toward movement on the salary schedule per Article IV, Section 9
 - 3. to be awarded credit toward movement on the salary schedule, per Article IV, Section 9, in addition to the accumulation of continuing professional development as defined by the Illinois State Board of Education for the purpose of licensure renewal.
- B. When a teacher participates as a member of a district-level committee which is scheduled to be conducted exclusive of the normal teacher workday, he/she may choose one of the following:
 - 1. to be compensated at the rates established below
 - 2. to accumulate continuing professional development as defined by the Illinois State Board of Education for the purpose of licensure renewal.
- C. Building-level committee work may qualify for this compensation if the following criteria is met:
 - 1. the focus of the building-based committee is clearly defined and has a direct connection to the building's school improvement plan;
 - 2. the committee is scheduled to meet exclusive of the normal teacher work day with meeting time of 1 hour or longer;
 - 3. a formal request for the establishment of a committee is jointly made by the building principal and the building staff to the Superintendent/designee prior to the tentative committee "start" date.
- D. The Superintendent's decision will be final regarding the establishment of all compensated committee activities.
- E. Compensation shall be at the rate provided in the Extended Service Salary Schedule.

■ Section 22. Compensation for Student Instruction – Pre/Post School Day

When teachers agree to provide student instruction or instructional support beyond the established school day, they will be compensated at the rates established on the Extended Service Schedule.

■ Section 23. Staff Development Instruction/Teaching Community Classes

Staff development instructors will be paid at the rate shall be at the rate provided in the Extended Service Salary Schedule for classes taught outside of the regular teacher work day that have been pre-approved by the Superintendent or designee.

Those teachers involved in teaching community classes, approved by the superintendent, shall be paid at the same rate. Examples of community classes are Family Math and computer classes for parents and community members.

For those classes involving more than one instructor, the instructors shall submit to the Superintendent or designee for approval an outline of the course and the reasons for the need of more than one instructor.

■ Section 24. Interpreting/Translating

If a bargaining unit employee is required by a Principal or District-level Administrator to serve as an interpreter at an IEP meeting, domains meeting, parent-teacher conference, disciplinary meeting or administrator-parent meeting, or asked to translate informal school documents, during his/her work day for greater than five (5) minutes, such employee will be compensated, in addition to his/her normal hourly rate, at the rate of \$10.00 per hour or pro rata thereof in fifteen (15) minute increments.

If the request is made by an administrator for interpretation/translation outside of the school day (or during duty free lunch), the teacher will be compensated for their time at the regular extended service pay rate.

■ Section 25. National Board Certified -- One-Time Monetary Award Recognition

When a teacher, through participation in the certificate renewal process, becomes National Board Certified and is also employed in a position that legally requires certification, he/she will receive a “one-time” monetary award at the beginning of the next school year in the amount of 5% of the salary listed on the salary schedule for that year.

■ Section 26. Resource Allocation Committee

A Resource Allocation Committee composed of the president of the Union, two (2) representatives chosen by the Union and three (3) representatives chosen by the Board will meet to discuss the financial state of the District. These meetings may be at the request of the Union or Administration. The Committee will make recommendations to the Board regarding potential options for allocating District resources if there is a significant decline in revenue from the state or federal government (i.e. general state aid, mandated categoricals) during the course of this Agreement.

ARTICLE V. PAID LEAVES

■ Section 1. Sick Leave

- A. Full-time employees who report for duty or are on paid sick leave on the first day of a school year shall be credited with fourteen (14) days of paid sick leave four (4) of which may be used for Paid Time Off (“PTO”) leave (see Article V, Section 3). Full-time employees who are hired or return from an unpaid leave after the first school day of a school year shall be credited with a pro-rata share of such paid sick leave based on the portion of the year for which they are employed. Provided, however, if such an employee is hired or returns to duty after the close of the second marking period, he/she shall receive a total of one day of sick leave per month for each full calendar month worked.

A teacher who uses three (3) or fewer sick leave days in a school year will be awarded an additional day of Paid Time Off (“PTO”) leave upon his/her return to work for the next school year. The teacher may accumulate no more than two (2) such days based on this provision. All other provisions of Section 3 Paid Time Off (“PTO”) Leave shall also apply to these good attendance personal business days.

- B. Part-time employees who are scheduled to work the equivalent of at least one-half day each day of the week throughout the school year shall be entitled to a pro-rata share of such paid sick leave based on the portion of a full day’s equivalency for which they are employed. Such part-time employees who report for duty or are paid sick leave the first school day of a school year shall be credited with a pro-rata share of said entitlement based on the portion of the year for which they are employed.
- C. A teacher must continue the practice of contacting his/her principal in a timely manner relative to the use of sick leave. However, an automated recording system for teacher absences will be established at the district-level to facilitate the hiring of substitutes. A teacher who will be absent will call the designated substitute call-in number by 7:00am. Any absence submitted after 7:00am, the teacher must contact the building principal and district office to fill the absence.
- D. Unused sick leave days shall accumulate without limit. The teacher will be paid \$30.00 per unused day if not used for TRS purposes. Payment shall be made to the teacher as a lump sum severance payment during the month of August following the end of the school year of the teacher’s retirement.
- E. Accumulated paid sick leave days may be used in cases of personal illness, quarantine at home or serious illness or death of anyone residing in the employee’s household or immediate family. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, or legal guardian.
- F. An employee who is eligible to receive worker’s compensation temporary disability benefits for a period of absence during which he/she also receives paid sick leave shall be required to turn over to the district the amount of such worker’s compensation benefits. Provided, however, such an employee’s sick leave accumulation shall only be reduced in proportion to the amount of salary received in excess of the worker’s compensation benefits. An employee who has exhausted his/her sick leave accumulation shall not receive full salary and shall not be required to turn over any worker’s compensation benefits that he/she receives.

■ Section 2. Sick Leave Bank

- A. Eligible employees as defined below may voluntarily participate in a Sick Leave Bank (Bank) which shall be administered by a Sick Leave Bank Committee (Committee) composed of seven (7) participating employees who shall be appointed by the Union. Said Committee shall adopt and/or amend rules and regulations for administering the Bank in accordance with the terms of this Agreement.

The president of the council shall act as an ex-officio member of the Committee and shall vote in place of any Committee member when said Committee member makes application to withdraw days from the Sick Leave Bank.

- B. All tenured employees who carry forward at least fourteen (14) sick leave days from the prior school year shall be eligible to join the Bank from September 1 through October 15.
- C. To join the Bank, an eligible employee must submit to the Superintendent and the Committee, from September 1 through October 15, a written application. Upon being determined to be eligible by the Superintendent, such employee shall have two (2) sick days deducted from his/her personal accumulation and irrevocably transferred to the Bank. Membership in the Bank shall remain in effect until a member resigns or until such time as a member refuses to contribute additional sick days as may be required by the Committee. Resignation must be made in writing and directed to the chairperson of the Sick Leave Bank.

A person who cancels his/her membership must, to again become a member in good standing, contribute to the Bank the number of days assessed on the members for contribution to the Sick Leave Bank during the period of time of the cancellation plus the normal contribution required for membership.

A Sick Leave Bank member who is on an authorized, unpaid leave from the district shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such employees shall be required to contribute to the Sick Leave Bank any days assessed on members during the time of the unpaid leave at the time of return to active membership.

- D. The maximum number of sick days which may be accumulated in the Sick Leave Bank is twice the number of members. If the number of sick days in the Bank is depleted to an amount less than thirty percent (30%) of the number of members, the Committee may request each member to donate one (1) sick day to the Bank. If a member refuses to donate said additional sick day, his/her membership in the Bank shall be cancelled. Any member who is unable to contribute said additional sick day because he/she has exhausted his/her personal accumulation shall be required to make such contribution at such time as he/she is credited with additional sick leave days. Failure to make such a contribution shall result in cancellation of membership in the Bank.
- E. Members of the Bank may draw on the accumulation of the Bank as follows:
1. A Bank member who has first exhausted his/her personal accumulation of sick leave days and who has been absent without pay for two (2) consecutive days due to personal illness shall be eligible to apply to the Committee for authority to withdraw and use sick days from the Bank.
 2. Application shall be made by such Bank member in writing to the Committee and shall be accompanied by written verification of the illness by a licensed physician.
 3. Authority to withdraw sick days from the Bank shall be made only upon the approval of a majority of the members of the Committee. If the Committee grants authority to withdraw, it shall notify the Superintendent in writing as to the number of days authorized for withdrawal. Upon receipt

of such authority, granted in accordance with this Section, the accumulation of the Bank shall be reduced by the number of authorized sick days withdrawn which shall then be credited to said member's personal accumulation. A Bank member shall have no right to grieve or arbitrate the Committee's decision of whether or not to approve his/her application. No withdrawals may be authorized and made if there is not a sufficient accumulation in the Bank to cover the sick leave requested.

4. The maximum number of Bank sick days which a member may withdraw is sixty (60) during the life of this contract.
- F. The Bank shall be automatically terminated in any year in which membership is less than fifteen (15) employees. In the event the Bank is terminated, the available Bank accumulation will be equally divided by the Committee among the remaining Bank members with the remaining dollar value being converted to sick days as determined by the prorated average annual salary of said members. However, no members will receive more than the total number of days he/she has contributed and no distribution will be made of less than half-day increments.
- G. Membership in the Bank shall be voluntary. The Union agrees on behalf of itself and on behalf of all members of the bargaining unit that it shall indemnify and hold harmless Cook County District 123, the Board of Education, its members, officers, employees and/or agents from and against any and all claims, demands, actions, suits or other forms of liability, including the costs of defense thereof, that shall arise from the existence and/or administration of the Sick Leave Bank and the provisions of this Article.
- H. Any Bank member who is receiving benefits under the Teachers' Retirement System or Worker's Compensation Act may not avail himself/herself of any benefits of the Bank.
- I. Any costs and labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union.

■ Section 3. Paid Time Off ("PTO") Leave

Each teacher will be entitled to four (4) days of Paid Time Off ("PTO") leave. If not used, such days will revert back to and become part of accumulative sick leave. (See also Sick Leave Section 1.A.) The purpose of such leave will be to attend to those matters that may not be taken care of during other than school time, including religious purposes on the teacher's religious holiday.

Whenever possible, application for such leave will be made to the principal, at least two (2) days in advance of taking such leave.

Days may not be taken during the first or last week of school or before or after a school holiday or vacation period, without prior approval from the superintendent.

At the sole judgment of the Superintendent, the requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

■ Section 4. Sabbatical Leave

A teacher shall be eligible to apply for sabbatical leave of absence of one year, after six (6) years of service in District 123, for the purpose of: a) study and scholarly pursuits, and b) travel as approved.

- A. The cost to the Board for teachers granted such leave, for salary, pension and fringe benefits, shall be 75% of the basic salary as if the teacher were in actual service, or as provided by the School Code, whichever is larger. The teachers on sabbatical leave shall continue to progress on the salary schedule as a teacher in service.
- B. A teacher must agree to return to District 123 to teach for one year or refund salary paid unless such return is prevented by illness or incapacity.
- C. Two teachers may be granted leaves concurrently in any one year.
- D. A joint Administrative-Union Committee shall make recommendations to the Board on applicants for sabbatical. In cases of equal merit, consideration will be given to applicants' experience in District 123. In all cases, however, the decision of the Board shall be final.

■ Section 5. Professional Meeting Leaves

- A. Upon approval of the Superintendent, whose decision shall be final, professional personnel may be released from their teaching duties to attend professional meetings without loss of pay or personal leave.
- B. In the event the teacher is required by the administration to attend professional meetings on school time such leave will be at no expense to the teacher and the time spent will not be deducted from personal leave. Legitimate expenses incurred by the teacher in attending such meetings will be reimbursed following the submission of proper documentation.

■ Section 6. Union Leave

A cumulative maximum of five (5) days of Union Leave shall be granted each year for the purpose of allowing Council representatives to attend local, state or national conferences or other business pertinent to Council affairs without loss of pay. The Union shall reimburse the District for its costs in providing a substitute for each day of Union Leave taken by an employee. Employee requests for Union Leave must be made to the Superintendent at least forty-eight (48) hours in advance.

■ Section 7. Bereavement Leave

A teacher may use up to five (5) days bereavement leave without salary deduction or reduction in sick leave reserve when the teacher's absence is the result of the death of the teacher's parent, spouse, domestic partner, or child.

A teacher may use up to three (3) days bereavement leave without salary deduction or reduction in sick leave reserve when the teacher's absence is the result of the death of the teacher's sibling, grandparent, parent-in-law or sibling-in-law.

At the sole judgment of the Superintendent, the requirements, restrictions and conditions of such leave may be waived in unusual circumstances but such waiver shall not constitute a past practice or precedent.

■ Section 8. Court Appearances/ Jury Duty

An employee who is required to serve on jury duty or receives a subpoena to serve as a witness during his/her workday shall receive his/her full salary without loss of sick leave or personal leave. An employee missing work for jury duty or a court appearance for a subpoena must provide evidence of attendance.

ARTICLE VI. UNPAID LEAVES

■ Section 1. Extended Personal Leave

- A. All tenured employees may apply for an unpaid Extended Personal Leave for the purposes set forth below by making a written request to the Board. Except in cases of emergency, such application must be made to the Board by March 1, prior to the start of the school year for which leave is sought. The granting or denial of such request shall be at the sole and exclusive discretion of the Board and shall not be subject to the grievance and arbitration procedures of this Agreement.
- B. Such requests for Extended Personal Leave may be granted for the following purposes:
 - 1. Illness in the applicant's immediate family as that term is defined in Article V, Section 1, of this Agreement.
 - 2. Additional education, travel, study or other career alternatives.
- C. Except in cases of emergency, Extended Personal Leave may only be granted for a full school year. If an emergency Extended Personal Leave is approved by the Board to commence during a school year, it shall extend for the duration of the full school year during which it commenced.
- D. All employees on Extended Personal Leave as of March 1 of each year shall, before said date, provide the Board with written notice as to whether or not they will be returning to the District at the beginning of the next school year. All employees who commence an emergency Extended Personal Leave after March 1 of each year shall provide the Board with written notice by the end of the school year as to whether or not they will be returning to the District for the beginning of the next school year. Failure to so notify the Board as herein required shall constitute a resignation from the District.

■ Section 2. Temporary Disability Leave

- A. All employees who are unable to perform their duties due to a temporary illness or incapacity shall first be required to exhaust all paid leave benefits to which they are entitled before they apply for an unpaid Temporary Disability Leave.

A temporary illness or incapacity is defined as any physical or mental condition which prevents the performance of an employee's duties for a period of not more than twenty-four (24) months following the last day for which said employee was entitled to receive pay.

- B. A request for such leave shall be made in writing to the Board and shall be accompanied by a certificate from the applicant's physician verifying that he/she is unable to perform his/her assigned duties due to a temporary illness or incapacity as herein defined.

An employee who makes application in accordance with this Section shall be entitled to unpaid Temporary Disability Leave for a maximum duration of twenty-four (24) months following the last day for which he/she was entitled to receive pay.

- C. If any employee is unable to return to the full performance of his/her duties following the expiration of a Temporary Disability Leave, his/her employment with the District shall be terminated.

Before terminating a teacher's employment on the grounds that he/she is "permanently disabled," the Board will obtain verification or certification from a licensed physician as to whether the individual is able to return to work with or without reasonable accommodation. If a physician verifies that an

employee may not return to work with or without reasonable accommodation, the Board may then deem the employee permanently disabled and may commence dismissal proceedings subject to the provision of the School Code and the ADA.

■ Section 3. Parental Leave

- A. A tenured employee who is pregnant shall be entitled to unpaid Parental Leave which may commence before and/or after the delivery of the child or any period of disability associated with the pregnancy. Such teacher who does not avail herself of the Parental Leave provisions herein shall be limited to the Sick Leave and Family Medical Leave Act (FMLA) provisions of this Agreement.

Except in cases of emergency, such an employee who seeks a Parental Leave prior to delivery shall so notify the Superintendent in writing at least sixty (60) days prior to the date on which she requests such leave to begin. She shall include with such notice a physician's statement certifying her pregnancy and the expected date of delivery. The employee and the Superintendent shall determine the commencement of such leave after taking into consideration such factors as continuity of instruction and the expected date of delivery.

Except in cases of emergency, such an employee who seeks a Parental Leave to commence at such time after delivery when she is physically able to return to work shall so notify the Superintendent in writing no later than sixty (60) days prior to the anticipated commencement of the leave.

- B. A male tenured employee shall be entitled to an unpaid Parental Leave which may commence at any time during the semester in which his child is born. Except in cases of emergency, such an employee shall notify the Superintendent of his desire to take such leave at least sixty (60) days prior to the date on which he requests his leave to begin. The employee and the Superintendent shall determine the commencement of such leave taking into consideration the continuity of instruction.
- C. A tenured employee adopting a child shall be entitled to an unpaid Parental Leave which may commence at any time during the semester in which such employee receives actual custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Said employee shall notify the Superintendent in writing of his/her desire to take such leave and, except in cases of emergency, shall give such notice at least sixty (60) days prior to the date on which his/her leave is to begin. The employee and the Superintendent shall determine the commencement of such leave taking into consideration the continuity of instruction.
- D. Parental Leave shall extend to the last school day of the school year during which the leave commenced, the school year being defined as the period from July 1 to the following June 30. If such leave amounts to less than four (4) months, such an employee shall be entitled to Parental Leave for an additional school year if requested. Additional Parental Leave for less than a full school year shall not be granted.

A teacher may request a Parental Leave that will begin during the first semester and end at the beginning of the second semester where the teacher's remaining FMLA leave will not cover the first semester.

- E. An employee on Parental Leave shall notify the Board in writing of his/her intention of whether or not to return to work the following school year no later than March 1 before the close of school in the year the leave expires. Failure to so notify the Board shall constitute a resignation from the District.

- F. In its sole and unreviewable discretion, the Board may allow a Parental Leave to a non-tenured teacher. When such non-tenured teacher returns from his/her Parental Leave, s/he will begin a new probationary period.

■ Section 4. Effects of Unpaid Leaves

Unless specifically provided otherwise in the preceding Sections of this Article, the effects of taking unpaid leave shall be as follows:

- A. An employee's tenure (if any) and accumulated sick leave (if any) shall not be lost as a result of taking an approved unpaid leave.
- B. For purposes of advancing a full step on the salary schedule or determining years of service with the District, service credit shall only accumulate for an employee on unpaid leave if the employee actually works at least ninety-one (91) days for the school year.
- C. Upon application, employees on unpaid leave shall be eligible for employment as substitutes.
- D. Employees on unpaid leave may continue, at their own expense, to be enrolled in the district's health insurance program providing that there is agreement upon the part of the Board approved insurance company and provided that the premium costs are in the business office 30 days prior to premium due date. Failure to meet these deadlines will result in cancellation of this privilege.
- E. Employees on unpaid leave whose reason(s) for such leave changes shall be eligible to apply for employment if positions for which they are qualified should become available during such leave.
- F. Employees on unpaid leave shall be subject to honorable dismissal from the district to the same extent as are active employees.
- G. Upon the expiration of his/her unpaid leave, an employee who has not resigned or otherwise been terminated shall be assigned to any position for which he/she is qualified and need not be assigned to the same position held at the time leave was granted.

■ Section 5. Family and Medical Leave Act Leave

A. Eligibility

A teacher who has been employed by the Board for at least twelve (12) months, and is either a full-time teacher or has worked at least 1,250 hours during the preceding twelve (12) months, is eligible for medical and/or family leave in accordance with the Family and Medical Leave Act (FMLA). FMLA Leave is unpaid unless either the Board or the teacher elects to substitute up to twelve (12) weeks accumulated sick or Personal Business/Emergency Leave for FMLA Leave. In this event, paid leave (i.e., sick or personal) shall run concurrently with FMLA Leave. The total FMLA Leave shall not exceed twelve (12) weeks during a twelve (12) month period. For purposes of FMLA Leave, the twelve (12) month period begins on the first day of the school term during which the leave is requested to begin and ends on the day prior to the beginning of the next school term. For purposes of this paragraph, "school term" shall be deemed to include any orientation or institute days prior to the first day of student attendance.

B. Purpose of Leave

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than 12 months after the birth of the child;
2. The placement of a child with the employee for adoption or foster care provided the leave is taken no later than twelve (12) months after the placement of the child;
3. The care of the teacher's spouse, parent, or child with a serious health condition; or
4. The treatment of a teacher's own serious health condition that makes the teacher unable to perform the functions of the job.

C. Failure to Return

If the teacher fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition or other conditions beyond the control of the teacher, premiums paid for coverage during the leave may be recovered from the teacher.

D. Verification

Within fifteen (15) calendar days after the Superintendent/designee makes a request, a teacher must support a request for a family and medical leave, when the reason for the leave is covered under B.3 or B.4 above, with a certificate completed by the teacher's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

E. Notice

If possible, a teacher must provide at least 30 days' notice to the district of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within two (2) business days of when the need becomes known to the teacher. A teacher shall provide at least verbal notice sufficient to make the district aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the teacher provides notice.

F. Return to Work

A teacher returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the district's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

G. Intermittent Leave

Leave under this provision may be taken intermittently under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently only if approved by the Superintendent.

H. Continuation of Insurance Coverage During Leave

The employee may continue insurance coverage while on leave with the employee and the employer paying their premium shares according to the collective bargaining agreement.

I. Repealer

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

ARTICLE VII. UNION AND BOARD RIGHTS AND RESPONSIBILITIES

■ Section 1. Board Rights

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

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- F. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

■ Section 2. No Strike

The Union agrees not to strike, not to engage in any work stoppages, and not to picket, any of which of the foregoing in any manner would tend to disrupt the operation of any public school in School District 123, or the Administration offices of the Board of Education of School District 123.

■ Section 3. Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment and the settlement of grievances.

■ Section 4. Open Door Practice

Whenever a bargaining unit member has concerns that necessitate requesting a meeting with his or her supervisor, that member may request Union representation during said meeting, provided that the supervisor is advised in advance. The supervisor may also request the presence of a second administrator, provided that the member is advised in advance.

■ Section 5. Use of School Facilities

The Union shall have the use of a room in a school for meetings in accordance with district room utilization procedures. The Union shall be allowed the reasonable use of the inter-school mail system and email.

■ Section 6. Union Right to Address Faculty

- A. The Union shall be allotted a brief time during the workshop for orientation of new staff.
- B. The Union president or his designee shall have the right to briefly address the faculty on the first institute day of the school year.
- C. At the beginning of each regular faculty meeting, the Union shall have the right to make announcements and give brief reports

■ Section 7. Union Right to Information

The Board shall furnish the Union president with the following documents and kinds of information as they are received, completed, or compiled or as otherwise indicated:

- A. Board agenda
- B. Official minutes of Board meetings
- C. Board Policy manual and revisions
- D. Current fiscal year budget
- E. Faculty directory including home address and telephones listed
- F. The Board and the Union shall make available to each other upon request, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this agreement, provided that neither party shall be required to research or compile information especially for the other.
- G. Whenever possible, when the Board is considering employment, the Union president or designee shall receive an invitation to include a Union member in the interview process. The parties understand that in certain circumstances when time is of the essence an invitation may not occur due to those circumstances. The parties also understand that the Board may proceed with the hiring process without a response to the Union's invitation to participate.

■ Section 8. Union Right to meet with the Superintendent

The Superintendent and administration shall meet, as needed but in no case less than once per trimester, with the President of the Union, or his/her designee, to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement. Similarly, each building administration shall meet, as needed but in no case less than once per trimester, with the Union Building Representatives, to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

■ Section 9. Working Conditions Sub-Committee

A working conditions sub-committee shall be established to review and monitor outcomes related to working conditions issues identified during the previous negotiations process. The committee will meet every odd month throughout the year.

■ Section 10. Deduction of Union Dues

- A. In accordance with applicable law, the Board will deduct from the pay of members of the bargaining unit, from whom it receives written authorization, the required amount of Union dues and contributions as directed by the Union. The dues payments and the list of members from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than thirty (30) days after such deductions were made.
- B. The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Dues revocations are processed by the union in accordance with the terms agreed to between the union and member. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer within 5 days of the close of the revocations window. Disputes related to an individual member's authorization and revocation of dues deduction are not subject to the grievance procedure.
- C. The Board shall deduct said annual union contributions from such employee's earnings in eighteen (18) bi-weekly installments over the course of the school year, each in approximately uniform amounts equal to the annual charge divided by eighteen (18).
- D. The Board shall commence such deduction beginning with the first payroll period through the 18th payroll period of the school year. Employees who authorize such deductions after the start of school year shall only have deducted from the earnings the installments remaining due generally during the remainder of the school year, commencing with the first payroll period that begins on or after the receipt of said written authorization.
- E. Indemnify and Hold Harmless: The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof that shall arise out of complying with the above provisions of this article, or reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

■ Section 11. Printing and Distribution of Agreement

The Board and the Union shall share the expenses for the printing of one copy each of the Agreement for School District 123 bargaining unit personnel. The Board shall determine the method of printing.

■ Section 12. Duration

- A. This Agreement shall be effective on July 1, 2021 and shall remain in full force and effect until August 15, 2025. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than January 14, 2025 that it desires to modify, change, amend or terminate this Agreement.

- B. This Agreement will be re-opened, effective January 15, 2022, to discuss the limited issue of base salary. Such a re-opener negotiations shall begin no later than January 31, 2022, with the parties making all efforts necessary to conclude negotiations no later than May 31, 2022.
- C. In the event of such notice to modify, change, amend or terminate this Agreement, negotiations shall begin no later than February 15, 2025 or until such further date as the parties may jointly agree.

Dated this 24th day of May, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For the Board of Education
School District Number 123
of Teachers, AFT Local 943

For the District 123 Teachers' Council
for the Southwest Suburban Federation

Brian Nichols

President

Dan Baul

President

Sydney

Secretary

Al W

President

Appendix A – 2021-2022 Salary Schedule

2021/22 Salary Schedule						
Salaries include TRS Contribution - All Licensed Staff except PT,OT,BCBA						
STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$45,921	\$49,365	\$54,548	\$57,145	\$59,745	\$63,204
1	\$46,830	\$50,342	\$55,628	\$58,276	\$60,928	\$64,456
2	\$47,526	\$51,090	\$56,455	\$59,142	\$61,833	\$65,413
3	\$48,231	\$51,849	\$57,293	\$60,020	\$62,751	\$66,384
4	\$49,664	\$53,389	\$58,995	\$61,803	\$64,615	\$68,356
5	\$50,402	\$54,182	\$59,871	\$62,721	\$65,575	\$69,371
6	\$51,410	\$55,265	\$61,068	\$63,975	\$66,886	\$70,759
7	\$52,438	\$56,371	\$62,290	\$65,255	\$68,224	\$72,174
8	\$53,487	\$57,498	\$63,535	\$66,560	\$69,588	\$73,617
9	\$54,022	\$58,073	\$64,171	\$67,225	\$70,284	\$74,354
10	\$55,530	\$59,582	\$65,680	\$68,734	\$71,793	\$75,862
11		\$61,091	\$67,188	\$70,243	\$73,302	\$77,371
12		\$62,599	\$68,697	\$71,752	\$74,810	\$78,880
13		\$64,108	\$70,206	\$73,260	\$76,319	\$80,389
14		\$65,617	\$71,715	\$74,769	\$77,828	\$81,897
15		\$67,126	\$73,223	\$76,278	\$79,337	\$83,406
16			\$74,732	\$77,787	\$80,846	\$84,915
17			\$76,241	\$79,296	\$82,354	\$86,424
18			\$77,750	\$80,804	\$83,863	\$87,933
19			\$79,259	\$82,313	\$85,372	\$89,441
20			\$80,767	\$83,822	\$86,881	\$90,950
21			\$82,276	\$85,331	\$88,389	\$92,459
22			\$83,785	\$86,839	\$89,898	\$93,968
23			\$85,294	\$88,348	\$91,407	\$95,476
24			\$86,802	\$89,857	\$92,916	\$96,985
25			\$88,311	\$91,366	\$94,425	\$98,494
26			\$89,820	\$92,875	\$95,933	\$100,003
27			\$91,329	\$94,383	\$97,442	\$101,512
28			\$92,838	\$95,892	\$98,951	\$103,020
29			\$94,346	\$97,401	\$100,460	\$104,529
30			\$95,855	\$98,910	\$101,968	\$106,038
31			\$97,364	\$100,418	\$103,477	\$107,547
32			\$98,873	\$101,927	\$104,986	\$109,055
33			\$100,381	\$103,436	\$106,495	\$110,564
34			\$101,890	\$104,945	\$108,004	\$112,073

Those individuals who are frozen on the last step of any column will receive a 1.5% increase over prior year salary, if they provide proof of 1 qualifying class in the past two school years. Without proof of 1 qualifying class in the past two school years, those individuals who are frozen on the last step of any column will receive a 1.0% increase.

2021/22 Salary Schedule

Salaries include IMRF Contribution - OT, PT, BCBA's Only

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45
0	\$43,564	\$46,832	\$51,750	\$54,212	\$56,680	\$59,961
1	\$44,427	\$47,759	\$52,774	\$55,286	\$57,802	\$61,149
2	\$45,087	\$48,468	\$53,558	\$56,107	\$58,661	\$62,057
3	\$45,757	\$49,188	\$54,353	\$56,941	\$59,532	\$62,979
4	\$47,116	\$50,650	\$55,967	\$58,632	\$61,300	\$64,848
5	\$47,816	\$51,401	\$56,799	\$59,502	\$62,210	\$65,812
6	\$48,771	\$52,430	\$57,935	\$60,693	\$63,454	\$67,128
7	\$49,747	\$53,478	\$59,093	\$61,906	\$64,723	\$68,471
8	\$50,743	\$54,548	\$60,276	\$63,144	\$66,018	\$69,840
9	\$51,249	\$55,093	\$60,879	\$63,776	\$66,678	\$70,539
10	\$52,681	\$56,525	\$62,309	\$65,207	\$68,110	\$71,969
11		\$57,956	\$63,741	\$66,639	\$69,540	\$73,401
12		\$59,388	\$65,173	\$68,071	\$70,972	\$74,833
13		\$60,819	\$66,604	\$69,501	\$72,403	\$76,264
14		\$62,250	\$68,035	\$70,933	\$73,835	\$77,696
15		\$63,682	\$69,466	\$72,364	\$75,267	\$79,126
16			\$70,898	\$73,796	\$76,697	\$80,558
17			\$72,329	\$75,227	\$78,129	\$81,990
18			\$73,761	\$76,658	\$79,560	\$83,421
19			\$75,192	\$78,090	\$80,992	\$84,852
20			\$76,623	\$79,521	\$82,422	\$86,283
21			\$78,055	\$80,953	\$83,854	\$87,715
22			\$79,486	\$82,383	\$85,286	\$89,146
23			\$80,917	\$83,815	\$86,717	\$90,578
24			\$82,349	\$85,247	\$88,149	\$92,009
25			\$83,780	\$86,678	\$89,579	\$93,440
26			\$85,212	\$88,110	\$91,011	\$94,872
27			\$86,643	\$89,540	\$92,443	\$96,303
28			\$88,074	\$90,972	\$93,874	\$97,734
29			\$89,505	\$92,403	\$95,305	\$99,166
30			\$90,937	\$93,835	\$96,736	\$100,597
31			\$92,369	\$95,266	\$98,168	\$102,029
32			\$93,799	\$96,697	\$99,599	\$103,460
33			\$95,231	\$98,129	\$101,031	\$104,891
34			\$96,662	\$99,560	\$102,462	\$106,322

Those individuals who are frozen on the last step of any column will receive a 1.5% increase over prior year salary, if they provide proof of 1 qualifying class in the past two school years. Without proof of 1 qualifying class in the past two school years, those individuals who are frozen on the last step of any column will receive a 1.0% increase.

Appendix B – Extended Service Salary Schedule (2021-2025)

Clubs (per 1 Trimester)	\$368
Dept. Head	\$329
K-5 Student Council (each–2 max)	\$949
MS Student Council (each–3 max.)	\$1,265
Mentor-Yr.1	\$1,139
Mentor-Yr 2	\$886
K-5 Yearbook (split)	\$1,993
MS Yearbook (split)	\$2,213
Declamation	\$1,457
MS Chorus	\$7,104
Band (each)	\$7,104
MS Team Leader	\$3,479
MS Newspaper (each-2 max.)	\$1,075
NJHS (each-3 max.)	\$1,075
Mathletes	\$1,457
Curriculum Director/Facilitator	\$4,587
PBIS Internal Coach (1 per school)	\$773
PBIS External Coach (1 per District)	\$2500
Core Leadership Team	\$541
Head Teacher: Assistant to the Principal	\$2,704
Patrol (split)	\$1,139
Door Supervision (AM)	\$812
Transportation/Traffic Supervision (AM or PM)	\$812
K-5 Chorus (50 min/wk)*	\$1,145
K-5 Chorus (100 min/wk)*	\$2,291
Village Singers	\$1,715
OLHMS Fall or Spring Play Directors (split)	\$6,180
OLHMS Fall or Spring Play Costume Director	\$618
Nurse Itinerant IEP designee	\$773
School Communication Liaison (1 per school)	\$2000
Cross Country	\$2,018
Softball	\$2,690
Volleyball-Girls	\$4,708
Volleyball-Boys	\$3,475
Basketball-Girls	\$3,475
Basketball-Boys	\$4,708
Cheerleading	\$2,243
Soccer	\$2,690
Track**	\$2,467
Athletic Director	\$3,858

Professional Development–Post School Day	\$26.78 per hour
District-Level Committee-Post School Day (Sec. 21)	\$26.78 per hour
Pre/Post School Day Student Instruction (Sec. 22)	\$32.96 per hour
Staff Development–Presenter (Sec. 23)	\$40.17 per hour
Expanded Service Role (Sec. 17)	\$28.84 per hour
Interpreting/Translating (Sec. 24)	\$28.84 per hour
Summer School	\$43.26 per hour
Supervision–After School Day (detention, dances, home games)	\$25.75 per hour
Full Day School Improvement/In-service/ Activities/Registration	\$123.60 per day
*When elementary chorus meets during the teacher’s lunch hour, therefore, eliminating the teacher’s duty-free lunch.	
**If the number of boy and/or girl track participants is sufficiently large at the seventh and/or eighth grade level and the number of meets warrants, as determined by the administration, coaches will be added, but in no event will the number of coaches exceed four (4) total.	

