

**DES PLAINES COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 62**

and

DES PLAINES EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

2010-2018



MEMORANDUM OF UNDERSTANDING
For Clarifying the changes in the Middle School Schedule resulting from the
Redesign of the Middle School Model in 2017-2018

This Agreement is entered into on the dates set forth below by and between the Board of Education of Community Consolidated School District 62 ("District") and the Des Plaines Education Association, IEA-NEA ("Association"), collectively referred to as the "parties."

Whereas, the District and the Association are parties to the 2010-2018 Collective Bargaining Agreement; and

Whereas, middle school members of the Association and the District Administration participated in the Middle School Redesign Committee in 2016-2017 school year to recommend changes to the current middle school day.

Whereas, due to the changes in the middle school scheduling model and reduction in the free minutes for certified staff during lunch, planning, and team periods of three (3) minutes for each period; and

Whereas, middle school staff under the current Collective Bargaining Agreement (CBA) this change would incur a net increase of nine (9) minutes of student contact from the loss of (9) minutes of free time during lunch, planning, and team periods, and

Whereas, the parties met during the 2016-2017 school year to discuss the impact of the change to the middle school schedule and length of periods.

Now, therefore, the parties have agreed to accept the middle school schedule and shortened periods that eliminates nine (9) minutes per day of free time during lunch, planning, and team periods with the understanding that the additional time may be subject to negotiations during the bargaining sessions beginning in the 2017-18 school year.

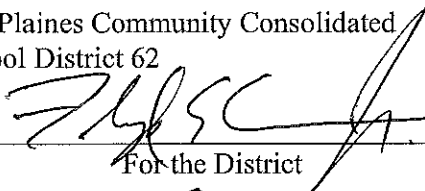
This agreement clarifies the changes that result in the re-design of the middle school schedule for the 2017-2018 school year.

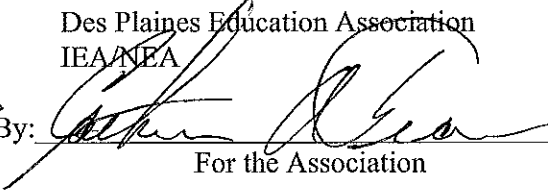
This Memorandum of Understanding is made part of the 2010-2018 Collective Bargaining Agreement thus adding to the current contract language. It will become effective upon signing by both parties.

Notwithstanding the agreed-upon clarification as stated herein, all other provisions of the 2010-2018 Collective Bargaining Agreement remain in full force.

Des Plaines Community Consolidated
School District 62

Des Plaines Education Association
IEA/NEA

By: 
For the District

By: 
For the Association

Date: 1-18-2017

Date: 1-18-2017

MEMORANDUM OF UNDERSTANDING
Compensation Schedule and Payment

This Agreement is entered into on the dates set forth below by and between the Board of Education of Community Consolidated School District 62 ("District") and the Des Plaines Education Association, IEA-NEA ("Association"), collectively referred to as the "parties."

Whereas, the District and the Association are parties to the 2010-2018 Collective Bargaining Agreement; and

Whereas, based on the results of two surveys to the DPEA Membership, the changes to salary payments for June and the first salary payment made in August have been accepted by the Association by at least a super majority; and

Whereas, the parties met in the 2014/15 school year to discuss changes to be made to Article VII, A. 3.

Now, therefore, the parties have agreed to amend Article VII, A. 3 of the 2010-2018 Collective Bargaining Agreement to read as follows:

Article VII, A. 3: "All salaries are paid on the fifteenth (15th) and the thirtieth (30th) day of each month during the regular school months of September through May with the balance in June. In August, all teachers employed in the previous school year and continuing employment will receive their paycheck on the fifteenth (15th) and the thirtieth (30th), while new teachers employed will receive payment on the first Institute Day and the thirtieth (30th). The final four salary payments shall be paid in June as follows: Two paychecks will be paid on the fifteenth (15th) and two paychecks will be paid on the thirtieth (30th). If the fifteenth (15th) or thirtieth (30th) of the month falls on a Saturday, Sunday or during a holiday period, the amount will be paid on the last week day prior to the scheduled payday. The parties agree that teachers assigned to Iroquois Community School shall be paid on the same pay schedule as all other District teachers. "

In the event the school calendar dates change to a start date on or before August 15, all teachers employed at that time will receive payment on August 15.

This Memorandum of Understanding is made part of the 2010-2018 Collective Bargaining Agreement thus replacing the current contract language in Article VII, A. 3. It will become effective upon signing by both parties.

Notwithstanding the agreed-upon modification to Article VII, A. 3 as stated herein, all other provisions of the 2010-2018 Collective Bargaining Agreement remain in full force.

Des Plaines Community Consolidated
School District 62

By: 
For the District

Date: 4/23/15

Des Plaines Education Association
IEA/NEA

By: 
For the Association

Date: April 23, 2015

Des Plaines Community Consolidated School District No. 62
and
Des Plaines Education Association. IEA-NEA

AMENDMENT TO 2012-2015 COLLECTIVE BARGAINING AGREEMENT

Through this Amendment, the parties agree to revise the 2010-2015 Collective Bargaining Agreement ("Agreement") as follows:

1. Article XIII, Section C. Terms of Agreement is amended to read as follows:

This Agreement shall be effective August 21, 2010, and shall continue in effect until July 31, 2018.

2. Article IV, Section I, Reduction in Force Numbers 1-7 shall remain as amended in the March 1, 2012 Amendment, attached to this Amendment and incorporated herewith.

3. Article X, Section G, Retirement Incentive Plan for Teachers, Number 2.a shall be amended to read as follows:

The parties agree to extend the March 1 notification deadline in this provision to June 11, 2014 for the 2013-2014 school year only. All other provisions in this Article shall remain as stated in the Agreement unless otherwise noted herein.

4. Article X Section G, Retirement Incentive Plan for Teachers, Number 2.c. shall be amended to read as follows:

The parties agree to waive the irrevocable provision of Teacher Notice to Retire for members of the DPEA that provided notice to retire in the 2013-2014 school year and allow DPEA members to revoke said notice no later than June 11, 2014. This waiver is allowed only for the 2013-2014 school year. All other provisions of this Article, unless otherwise noted herein, shall remain in effect. For the remainder of the Agreement, Article X, G, 2.c shall be in effect as stated in the Agreement.

5. Appendix B – Extra Duty Schedule. The parties agree to the attached revised Appendix B as amended for years 2014-2015 to 2017-2018 of this agreement.

6. Dates will be adjusted throughout the contract to align with the amended changes. All other provisions of the Agreement shall remain in effect.

This Amendment shall become effective on the 19th day of May 2014. All other provisions of the Agreement shall remain in full force and effect.

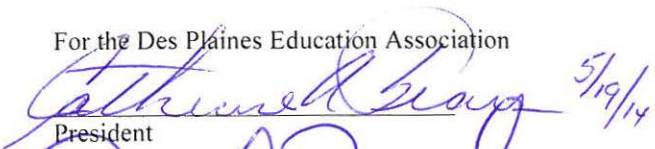
Negotiations Committee
Des Plaines Education Association

Personnel Committee
District 62 Board of Education

This Amendment is signed this 19th day of May 2014.

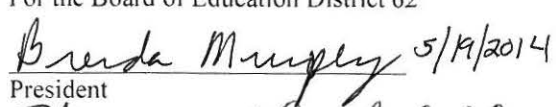
In Witness Whereof:


For the Des Plaines Education Association


President


Secretary

For the Board of Education District 62


President


Secretary

**Des Plaines Community Consolidated School District No. 62
and
Des Plaines Education Association**


AMENDMENT TO 2010-2012 COLLECTIVE BARGAINING AGREEMENT

Through this amendment, the parties agree as follows:

1. That Article XIII, Section C is amended as to extend the effective date of this agreement until July 31, 2015.
2. Article IV, Section I, Numbers 1-7, shall be deleted from the contract and the parties shall adhere to the reduction in force and recall requirements set forth in Illinois Senate Bill 7, and if applicable, any agreements set forth in writing by the School District and Association pursuant to the work of the Joint Committee.
3. All other provisions shall remain in effect without change.

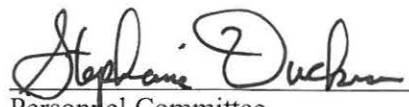
This amendment shall become effective on the date indicated below.

CHAIRMAN:



Negotiations Committee
Des Plaines Education Association

CHAIRMAN:

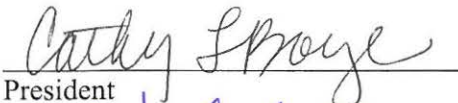


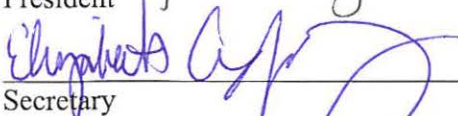
Personnel Committee
District 62 Board of Education

This Amendment is signed this first day of March 2012.

In Witness Thereof:


For the Des Plaines Education Association



President


Secretary

For the Board of Education
District 62



President


Secretary

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ARTICLE I

PREAMBLE

This Agreement, between the Board of Education of District 62, Cook County, Des Plaines, Illinois, and the Des Plaines Education Association, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality, that the attainment of this objective is in part dependent upon the quality and morale of the teachers, and that this Agreement should be applied in a rational, consistent and non-discriminatory manner.

ARTICLE II

RECOGNITION

The Board of Education of School District 62, Cook County, Des Plaines, Illinois, hereinafter referred to as the "Board," recognizes the Des Plaines Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and regularly employed part-time certificated personnel, including specialists, department heads and team leaders, hereinafter referred to as "Teachers," except for the Superintendent, Assistant Superintendents, Principals, Directors, and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

A. Right of Representation

When a teacher is required to appear before the Board or an Administrator for a formal discussion of his/her employment status or his/her salary as such, the teacher shall be given reasonable prior written notice of the specific reasons for such a meeting and shall be entitled to have a representative present to advise and counsel him/her if necessary. This requirement shall not apply to any conference held between administrator and teacher pursuant to the normal evaluation procedure as provided for, in part, in this Agreement.

1. Just Cause. If the current provisions of the Illinois School Code providing for just cause protection for tenured teachers are repealed during the term of this Agreement, then tenured teachers will not be dismissed except for just cause under this Agreement. Nothing in this section will apply to extra-duty assignments.
2. Disciplinary Procedures. Before imposition of discipline in the form of a written reprimand, suspension or termination, the Superintendent or his/her designee shall inform the employee in writing of the basis for, and the range of, the disciplinary

action under consideration and give the employee an opportunity to meet to respond both to the basis for the discipline and the possible disciplinary consequences. The employee shall also be informed of his/her right to request that an Association representative accompany him/her during the disciplinary process. The employee may be temporarily reassigned by the Superintendent or his/her designee, with pay as a non-disciplinary measure, pending investigation of a potential disciplinary matter and the final decision on the imposition of discipline. Any disciplinary action against a teacher, other than dismissal, which involves a suspension without pay, shall be for just cause. Except when emergency circumstances dictate otherwise, the employee shall be given at least forty-eight (48) hours written notice of the meeting required under this Section.

B. Personnel Folders

Written comments shall not be placed in a teacher's personnel folder without said teacher first seeing and reading them. With the exception of college credentials, the teacher shall have the right to examine his/her personnel folder upon request during regular business hours. The teacher shall receive a copy of all entries to his/her personnel folder upon request.

The Superintendent or his/her designee shall notify, in writing, any teacher if a request for information contained in their personnel file is made under the Freedom of Information Act at least one work day prior to releasing information to the requestor, to the extent such notice is possible. The notification shall include the name of the individual making the request and the documents that have been requested. The District shall not disclose any documents which are expressly considered exempt from disclosure under the Freedom of Information Act. Any dispute involving the disclosure of documents pursuant to a Freedom of Information Act request shall not advance beyond Step 2 of the grievance procedure in this Agreement.

C. District Facilities and Equipment

1. The Association shall have the right to use faculty mailboxes, computers, District 62 e-mail, inter-office mail and other district-wide technology for a reasonable volume of material relating to the conduct of the Association's business. All material so disseminated through school channels shall be distributed simultaneously to the principals involved and the Superintendent and shall clearly indicate authorship. (Distribution to the administration need not be made in the case of personal communication between individuals within the Association.)
2. The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instruction program. Any out-of-pocket expenses to the Board resulting from such meetings shall be borne by the Association. As appropriate given school district policy, such meetings shall be scheduled with the district office.

3. The Association shall be provided with space in each school for a bulletin board furnished by the Association. Only officers and building representatives of the Association shall use bulletin boards for Association announcements, and all material posted shall relate only to the Association's official business.

D. Association President — Released Time

Released time, of the equivalent of two days per week, without loss of pay or benefits, shall be provided to the Association President for the purpose of carrying out Association business. The expense of a substitute for time taken shall be borne by the Association. The District shall bill the Association monthly for the substitute expenses from the prior month.

If, during the term of the agreement, the Association applies for and receives the NEA Local President's Release Time Grant, the released time will convert to a leave of 40% with no loss of pay or benefits. A teacher will be hired to fill the 40% leave. The Association shall reimburse the District 40% of the salary at the BA, Step B cell on the salary schedule. The District shall bill the Association in four equal installments, billed in November, January, March and May.

While being provided with released time under either scenario stated above, the Association President shall be considered a full time employee under the Collective Bargaining Agreement. At the conclusion of the leave, the President shall resume his/her regular workload and position.

The building Principal and Association President shall work together to provide access to a working space with phone access for the purpose of fulfilling the duties of the presidency.

E. Right to District Records

The Association shall be furnished on request, as soon as practicable, regularly and routinely prepared information concerning the financial condition of the school district, including treasurer's reports, audits, tentative budget approved by the Board, and pupil census data which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

F. Board Meetings — Notification

The President and the Vice President of the Association shall receive a copy by email of any written notice required by law of any regular or special meeting of the Board, together with a statement of purpose of such meeting, insofar as practicable, twenty-four (24) hours prior to the scheduled time of each meeting.

G. Board Minutes — Association Copies

A copy of all Board minutes shall be posted on the District's website as soon as practicable after preparation.

H. Association Leave

In the event the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, an aggregate of up to twelve (12) days in any school year may be used for these purposes. In addition, an aggregate of up to six (6) days in any school year by a teacher(s) who is selected to a regional, state or national position in the Association for the purpose of attending conferences or meetings required by the position. Association leave days do not accumulate from year-to-year. Representatives shall be excused without loss of salary, provided that the Association reimburses the Board for the cost of the substitute(s), and further provided that the frequency of excused leaves does not impair the quality of classroom instruction, and that a written request for leave has been submitted to the Superintendent at least ten days prior to the intended absence.

I. Policy Handbook

The Board shall provide an updated Board Policies Manual in each school building which shall be available for teacher perusal during the regular school business hours.

J. Right to Organize

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms and conditions of employment or reasons of his/her membership in the Association, participating in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement. No teacher shall be discriminated against by the Association by reason of non-membership in the Association.

K. Dues Deduction

The Board shall deduct from the pay of each teacher all current unified membership dues of the Association, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction executed by the teacher. Such authorized document shall specify the amount of dues to be deducted in twenty (20) equal payments, beginning in October, from the teacher's salary for the current school year.

1. A teacher employed on or before the start of the school term may authorize dues deduction by indicating the desire for such authorization with the annual amount of deduction specified to the Board on or before August 1.

2. Such authorization shall not be revocable for the period of one (1) year. If a teacher resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorized dues from the teacher's final paycheck.
3. All dues deducted by the Board shall be remitted as soon as administratively practicable to the treasurer of the Association.
4. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

L. Distribution of Contract

As soon as practicable after ratification of the Agreement, the Board and Association shall have sufficient bound copies prepared at the Central Administration Office and the Human Resources Office shall see that copies are sent to each school in sufficient quantity for each teacher. The Human Resources Office shall issue a copy of the Agreement to each newly employed teacher at the time of his/her employment. This Agreement shall have been proofread by both parties and signed in accordance with Article XIV. Costs of such preparation shall be borne equally by the Association and the Board. The Association and the Board shall agree upon the vendor and cost of publishing prior to the work being done.

M. Fair Share

1. It is recognized that the negotiation and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, effective with the commencement of the 1986-87 school year, if a teacher does not join the Association or execute a dues deduction authorization as provided for in Section K of this Article, such teacher will:
 - a. Execute authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
 - b. Pay directly to the Association a like sum.
2. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the teacher or the effective date of this Section M, whichever is later, the Board will deduct from the regular salary check of the teacher the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
 - a. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and

- b. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been posted.
3. In no event shall the Board begin such fair share fee deduction earlier than 14 days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association.
4. The provisions of this Section shall not apply to any teacher employed after the start of the second semester for the remainder of that year only.
5. The parties expressly recognize the right of employees to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
6. In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IEA which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IEA until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to then applicable IELRB procedures.
7. If a non-member teacher declares the right of non-association based upon bona fide religious tenets or teachings of a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.
8. The Association, the Illinois Education Association and the National Education Association agree to indemnify and save the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith.
9. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the Section 8 above, and if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

ARTICLE IV

EMPLOYMENT CONDITIONS

A. School Calendar

In accordance with school law, the Board shall establish a school calendar which shall contain no more than 185 days which shall include 5 emergency days, and a combination of full institute days, half-day inservice workshop days, and the equivalent of 2 parent-teacher conference days, providing a total of at least 4 days. If the five (5) emergency days are not used for emergency purposes by May 1, one shall automatically become a teachers' record day and the remaining days shall be used for staff development or school improvement activities as established by the District Instructional Council. The District Instructional Council shall secure staff input as to how and when staff development days will be used. Retiring teachers shall not be required to attend staff development days at the end of the school year.

On the first day of pupil attendance, the pupils shall normally be released at 11:30 a.m. for middle and 12:00 noon for elementary schools. On the last day of pupil attendance, middle school students shall be dismissed at 9:00 a.m. and elementary students at 9:30 a.m. The remainder of the last day of pupil attendance may be used for personal staff development or regular staff development activities. The personal staff development day will end no sooner than 11:00 a.m. for middle school teachers and 11:30 a.m. for elementary teachers. Final paychecks will be issued at the close of the final day of staff development activities, and teachers will be dismissed subject to the approval of the building check-out form by the building principal and the principal's judgment that all teacher responsibilities have been met.

In the event that all emergency days have been used and no staff development days are available, the teacher's employment day shall normally end on the last day of student attendance at 10:30 a.m. for middle schools and 11:00 a.m. for elementary schools, subject, however, to the approval of the building check-out form by the building principal and the principal's judgment that all teacher responsibilities have been met.

B. Employee Work Day

Ordinarily, the employee work day shall begin ten (10) minutes before the regularly scheduled student arrival time and end ten (10) minutes after the regularly scheduled departure time, as follows:

| | |
|---------------------|------------------------|
| Elementary Schools: | 8:50 a.m. to 3:40 p.m. |
| Middle Schools: | 7:50 a.m. to 3:10 p.m. |
| Community School: | 7:50 a.m. to 2:55 p.m. |

On work days during which students are released early (i.e., on Mondays and early release days), the employee work day shall ordinarily end at 3:25 p.m. at the Elementary Schools, 2:55 p.m. at Middle Schools, and 2:40 p.m. at the Community School, unless meetings are otherwise scheduled under Article IV, Section L.

Each teacher shall be entitled to and be allowed a duty-free uninterrupted lunch period of not less than thirty minutes in each school day in accordance with Section 24-9 of the Illinois School Code. If a teacher performs any lunch duty, said teacher shall be able to use an equivalent amount of planning time for lunch. Every reasonable effort shall be made to schedule this period at a midday time.

The district shall provide a 50-minute lunch/recess period for elementary grades plus a ten-minute "passing time." Teachers with no lunch time pay duties will have a 50-minute lunch period and return to their teaching station during the "passing time" to supervise students and return them to a proper learning decorum. The Board agrees to negotiate with the Association prior to adopting any changes in its employee work day for teachers.

Upon mutual agreement between the teacher and appropriate administrator, the teacher work day may be adjusted to work contiguous hours at variance with the standard work day provided that the number of contiguous hours worked does not exceed said day.

The district will provide teachers who are assigned to more than one building during the employee work day with a minimum of 30 minutes of travel time between buildings. The district shall grant the teacher additional travel time depending on such factors as the teacher's schedule and distance between buildings; provided, however, that any additional travel time does not exceed total travel time of 45 minutes.

C. Employee Work Load

1. Class Size

The Board acknowledges the interest of teachers in the maintenance of reasonable class sizes consistent with scheduling, staffing, financial, and physical space concerns. If the Association believes that an imbalance in teacher load or class size exists during the school year, the Association President shall notify the Superintendent and the Association President, Building Principal, and Superintendent, and/or their representatives, shall meet and confer concerning the imbalance and possible remedies. The Board and Association recognize that a variety of potential approaches exist to remedy imbalances in teacher load, such as student assignments, new sections, staffing allocations and teacher assistants. During this period, nothing in this Section precludes the Association President and Superintendent from consulting with the Board President regarding possible remedies to such imbalances.

2. Overload

Teachers at the middle school who give up their regular planning period in order to teach an additional class period/section will be paid an additional stipend equal to one-sixth (1/6) of their placement on the salary schedule. This stipend will be paid to teachers for the duration of the overload assignment.

Special subject teachers at the elementary school who give up their regular planning period in order to teach an additional class period/section will be paid an additional stipend equal to their hourly rate of pay based on their placement on the

salary schedule. This stipend will be paid to teachers for the duration of the overload assignment.

D. Leaving the Building

The building principal may permit teachers to leave the building during the preparation period if he/she is satisfied that the duties to be performed are attendant to professional responsibilities.

E. Teacher Assignments and Responsibilities

1. Elementary classroom teachers may, under normal circumstances, use for preparation time and other professional responsibilities the periods during which their classes are administratively scheduled to receive instruction from other certified staff (e.g., music, art, social studies, or physical education teachers).
2. Planning periods shall be used by teachers to enhance their professional performance by utilizing planning periods for instructional preparation.
3. The Common Planning Time approach will be maintained including the amount of planning time and its underlying principles. Common planning time is defined as the time teams of teachers use to engage in collective inquiry regarding issues directly related to student learning. Teams regard ongoing analysis of results as a critical element in the teaching and learning process. They gather evidence of student learning from a variety of sources to inform and improve their individual and collective practice as part of a process of continuous improvement. Should either the District or Association desire to modify or discontinue the approach, the party will notify and meet with the other.
4. If a teacher who is otherwise eligible for scheduled planning time does not receive such time as a result of the inability to find a substitute, the District shall reimburse the teacher for such lost planning time at the rate of \$35 per hour effective the term of the agreement.

F. Part-Time Teachers

Teachers working on an approved part-time basis are required to attend institute days, in-service days, and parent-teacher conferences and shall be compensated at the teacher's daily rate of pay.

G. Personnel Policies Regarding Special Teacher Absence

Every reasonable effort shall be made to secure substitutes qualified to teach special subject matters when such special teachers are absent from the building due to illness, meetings, field trips, and/or any type of leave. The request for a substitute must be initiated by the teacher who is to be absent.

H. Vacancies and Transfers

1. Promotional Vacancies

The Superintendent or his designees shall have posted on the District 62 website, followed by a district email, a notice of all vacancies in bargaining unit positions and promotional positions after the Board takes official action on resignations or requests for leave to create such vacancies. Such notice shall include a statement of minimum qualifications and salary range. No permanent appointment to the vacancy shall be made until such vacancy shall have been posted for at least ten (10) business days.

Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature. The Board and/or designees will give due consideration to all applicants from the present staff in the filling of vacancies in bargaining unit positions and promotional positions.

2. Transfers

For purposes of this section, a vacancy is defined as (i) a newly-created position or (ii) a current position that becomes vacant through a termination, resignation or reduction in force and the District decides to fill the vacant position. The parties agree that this provision does not apply to vacancies in promotional positions.

a. Voluntary

A list of teaching vacancies by school, grade level and subject shall be posted on the District 62 website, followed by a district email, and updated as new vacancies are created by official Board action in accepting resignations, requests for leave, etc., during the regular school year. During the summer break, a list of teaching vacancies shall be maintained and updated weekly on the District 62 website. A position is not considered to be a vacancy so long as, in the judgment of the Administration, a teacher qualified for such a position is available on the official R.I.F. list. Any teacher may apply to transfer to an existing vacancy. Such applications shall be in writing. In the event that the applicant's request is denied, the applicant shall be so notified in writing.

b. Involuntary

Reasons for involuntary transfer that result in a relocation of a teacher in another building shall be given to the teacher in writing. If a teacher with more than two years experience feels an involuntary transfer is unjustified, he/she may request a conference with the Superintendent.

Any teacher affected by an involuntary transfer to another building shall be notified promptly and consulted.

Teachers shall receive notification of any changes in assignment or transfer to other buildings as promptly as circumstances reasonably permit. Normally, when the administration has knowledge that such a transfer or reassignment will be necessary, such notice will be given before the end of the school term preceding the term in which the transfer or reassignment is to be made.

Any tenured regular classroom teacher involuntarily transferred as a result of a building closing or as a result of a reconfiguration of the school's academic calendar or program will remain in the building to which he/she has been transferred for a minimum of two years, save in the event of the closing of that building or the RIFing of the teacher. Any tenured special subject teacher who has a multiple building assignment and who is involuntarily transferred as a result of a building closing shall retain at least one previously assigned building during a two-year period.

Involuntary transfer decisions shall be based on such factors as District seniority, employee job performance, the desires of the employee, position qualifications and the needs of the District.

Any teacher affected by an involuntary transfer or reassignment shall be released by the Board from his/her contract if he/she so requests in writing.

I. Reduction in Force

If the Board determines that the reduction of certificated tenure staff is necessary, the Association will be advised in writing of the contemplated reduction of staff and be provided an opportunity to participate in discussions relative to those reductions.

- ~~1. Tenured, certificated staff members will exercise district seniority.~~
- ~~2. A teacher will have the right to exercise seniority in any classifications in which he/she maintains the required certification.~~
- ~~3. In the event of a decrease in a department any tenured teacher in said department who was certificated in any other classification may exercise his/her district-wide seniority in such other classification(s) providing:
 - ~~a. Any tenured teacher who, as a result of a decrease in a department, has exercised his/her district-wide seniority in another classification in which he/she is certified will be placed on formal evaluation during that year.~~
 - ~~b. In the event of a decrease in a department, a teacher may exercise his/her district-wide seniority in such other classification(s) in which he/she is certified, to replace non-tenured teachers.~~~~

- ~~e. In the event that a teacher is requested by the Board to move to an area beyond the teacher's certification(s) and expertise, the district will reimburse the teacher for any costs for agreed-upon retraining.~~
- ~~4. Employees with longer continuous full-time service in the district will be retained in preference to those with less continuous service who are certified and qualified to teach in the same classification.~~
- ~~5. Length of continuous service in employment with the school district will be measured on the basis of actual, uninterrupted full-time service from the date of the initial employment letter. Length of continuous service will not be interrupted by approved leaves of absence, but the duration of the approved leave of absence will not be included in the total years of seniority.~~
- ~~6. If a teacher is eligible to exercise seniority in more than one classification, the administration will make final assignment of the teacher based on total educational needs of the district.~~
- ~~7. Tenured teachers laid off or honorably dismissed under this article shall be recalled in reverse order (last out, first back) for any vacancy which occurs in the classification(s) from which they were laid off within fifteen months for which they are properly qualified. They shall be notified of such vacancy by registered or certified mail at their last known address of the vacancy for which they are eligible. The teacher shall have ten days from date of notification to inform the Board of whether or not he/she will accept the position. Failure to respond within this time limit shall constitute waiver of his/her re-employment rights within the district.~~
8. During the first fifteen months of lay-off the district will keep applications active. Thereafter, the teachers must assume responsibility for annually activating their candidacy.
9. No Child Left Behind Act of 2002 (NCLB)
- a. The Board and Association agree to form a committee to consider impact on bargaining unit employees of issues arising from the legal requirements imposed by NCLB on schools identified as not making adequate yearly progress. The committee shall focus primarily on NCLB's choice, supplemental services and other corrective action provisions.
 - b. The Board agrees that it will notify the Association of action that must be taken to comply with provisions of NCLB.
 - c. The Board and Association agree that no provision in this Agreement shall be construed to prevent or prohibit the Board from taking required actions under NCLB regarding school improvements, school corrective actions or school restructuring.

J. Flexibility of Work Day for Certificated Personnel

As the district employs new personnel, latitude to adjust their working hours may be necessary to accommodate the changing needs of students and parents.

K. Inclusion

1. Placement Process:

The Board and Association agree that all federal and state mandates, including the Individual With Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, Article 14 of the School Code of Illinois, and state and federal special education regulations, shall be followed in the placement of an inclusion student in the regular classroom.

2. Support Provided:

To the extent feasible, in light of financial resources and available personnel, the classroom teacher will receive the following support:

- a. The case coordinator will consistently collaborate with all involved staff in order to define roles and responsibilities involved in the student I.E.P. (i.e. curriculum adaptation, record keeping, instruction, assessment, etc.)
- b. All related and supportive services and supportive/adaptive equipment must be available in the regular education classroom in the type and intensity level needed as stated in the I.E.P.
- c. If a professional disagrees with any decision made by the I.E.P. team, he or she has the right to submit a statement regarding that disagreement in the I.E.P.
- d. The regular classroom teacher may request a review of a student's I.E.P. any time it is deemed necessary, according to governmental rules and regulations relating to special education.
- e. If it is determined by the I.E.P. team that a teacher assistant is needed for a student, involved staff will have opportunities for input regarding the selection of the assistant.
- f. Reasonable planning time may be scheduled for special and regular educational professionals to collaborate on educational and other issues which affect all the students.

3. Evaluation:

No bargaining unit member shall be held accountable if a student with disabilities, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the I.E.P. or annual goals and objectives.

L. Meetings

Attendance by teachers at building level faculty meetings called by the principal and department or other meetings called by department chairs or cabinet is mandatory. Such building level faculty meetings shall take place no more than twice a month. Department meetings shall take place no more than once a month. Teachers shall receive a minimum of 15 days prior notice of such meetings. If a second building meeting is called, the prior notice shall include an agenda. However, teachers who are absent with administrative approval from such meetings are accountable for the content of the meetings.

ARTICLE V

LABOR – MANAGEMENT MEETINGS

The Superintendent, Association President, other representatives of the Administration and Association leaders will meet monthly or on mutually agreed upon dates to review the administration of the contract, consider non-contractual professional matters of mutual concern, and resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, ratified by the District 62 Board of Education and the Association, and signed as an appendix to this Agreement.

The ongoing meetings will in no way constitute a waiver on the part of the Association of mid-term bargaining rights which may be granted under the IELRA.

ARTICLE VI

EMPLOYEE EVALUATION

A. Non-tenured Teachers

1. The classroom teaching performance of first and second year non-tenured teachers shall be formally evaluated a minimum of twice each school year. The classroom teaching performance of third and fourth year non-tenured teachers shall be formally evaluated a minimum of once each school year.
2. Within five (5) weeks after the beginning of his/her employment, the building principal or immediate supervisor designated by the Superintendent to be in charge of evaluation, shall acquaint each beginning teacher under his/her supervision with the evaluation instruments to be utilized and the procedures to be followed. No formal evaluation of classroom teaching performance described in these paragraphs 1. and 2. may take place until such orientation has been completed.

3. The minimum number of formal classroom evaluations provided for in Paragraph 1 above shall be in writing, preceded by an in-class observation of the teacher's performance.
4. The evaluator shall have a meeting with the teacher within twenty (20) school days following the written evaluation and prior to submission of the report to the Superintendent. When a negative evaluation is issued to a non-tenured teacher the evaluator shall make recommendations which may include suggestions to the teacher on obtaining assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation.
5. The teacher shall have the right to attach an explanation to any evaluation or other materials that are placed in his/her personnel file.
6. Not later than sixty (60) calendar days before the end of the school year the evaluator shall complete a final evaluation report and make recommendations as to reemployment for each probationary teacher. A copy of the recommendations shall be furnished to the teacher. This document shall not make reference to information which has not previously been made known to the teacher.

B. Tenured Teachers

1. Each teacher on Continual Contractual Status shall be evaluated at least once every other year.
2. The evaluation shall provide for appropriate comments to be made by the evaluator in each of the areas of evaluation. Such comments shall be required for a rating of excellent, proficient, needs improvement or unsatisfactory.
3. Each teacher under formal evaluation shall be visited by the evaluator at least two times during the evaluation process.
4. The home base principal shall be responsible for the preparation of the formal evaluation document. When a teacher serves more than one building, principals from each building served shall have input into the final evaluation document. Supervisors of special subject teachers and pupil personnel staff shall participate in the formal evaluation process.
5. The evaluation document shall be completed and a copy signed by the evaluator and evaluatee shall become part of the teacher's personnel file.
6. The teacher shall have the right to comment on the evaluation and such comments shall be attached to the formal evaluation and become part of the permanent record.
7. Evaluations shall be accomplished only by individuals who have been qualified.
8. Evaluation time lines shall be as follows:

- a. Staff members to be evaluated shall be notified by the end of the fifth week of school in accordance with the contractual agreement.
 - b. All planning/goal-setting conferences should be completed by October 1.
 - c. The first visit shall be accomplished on or before January 1.
 - d. All mid-year conferences should be completed by February 1.
 - e. Teachers must be notified of any change in rating by February 1.
 - f. The second visit shall be accomplished on or before June 1.
 - g. The final evaluation conference shall be accomplished on or before June 1.
 - h. The final written evaluation shall be completed on or before June 1.
 - i. Teachers must be notified by June 1, in writing, of any change in rating.
9. Needs Improvement Rating:
- a. When a teacher is rated Needs Improvement, within 30 school days, the evaluator in consultation with the teacher shall develop a Professional Development Plan (available on the District 62 Intranet). The plan must include the areas that need improvement and the supports provided by the District to address areas identified as needing improvement.
 - b. A teacher who receives a rating of Needs Improvement must be evaluated the subsequent year.
10. Unsatisfactory Evaluations:
- a. Within 30 calendar days after the formal evaluation has been reduced to writing resulting in an overall rating of “unsatisfactory,” a remediation plan shall be developed and initiated, provided the deficiencies are remediable.
 - b. The remediation plan shall require a mid-point and final evaluation during and at the end of the 90 day remediation period, the dates for which will be decided collaboratively and set forth in the remediation plan.
 - c. The evaluations and ratings shall be conducted by a qualified administrator and shall be in accordance with the time schedule as provided in the State Board of Education Rules and Regulations.
 - d. Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consultant teacher. Other personnel may be included to assist in correcting areas identified as unsatisfactory.
 - e. The use of the consultant teacher shall be voluntary. The consultant teacher shall be remunerated at the professional rate set forth in Appendix B.

- f. When a consultant teacher is requested, the DPEA shall provide the Superintendent of Schools with the names of five qualified teachers willing to assume this responsibility.
 - g. In the event no qualified teachers from District 62 are willing to assume this responsibility, the State Board of Education shall provide a consultant teacher.
 - h. Use of a consultant teacher shall be in accordance with the State Board of Education Rules and Regulations.
 - i. Any teacher who fails to complete the remediation plan with a proficient or better rating shall be dismissed in accordance with Section 24-12 of the Illinois School Code.
 - j. Statements made by the consultant teacher to or about the teacher under remediation shall be considered as privileged and confidential.
 - k. The consultant teacher shall not be engaged to evaluate the performance of the teacher under remediation.
 - l. The consultant teacher shall have no loss of pay or benefits because of his/her involvement.
 - m. With the approval of the Superintendent of Schools, released time shall be provided for the consultant teacher when necessary and appropriate.
11. The District shall publish a list of qualified evaluators at the beginning of each school year.

C. Evaluation Instrument Committee

The Committee established during the 2006-2007 school year to recommend modifications to teacher evaluation instruments shall become a standing committee and meet at least quarterly in order to assess the effectiveness of and to propose additional modifications to the current evaluation instruments. In addition, the committee shall discuss whether modifications to the evaluation instrument are necessary to comply with any changes to or additional requirements set forth by local, state or federal law. The Superintendent or his/her designee and the Association President or his/her designee shall co-chair the committee. The Superintendent and the Association President shall each appoint four additional members to establish a ten member committee.

ARTICLE VII

TEACHER COMPENSATION

A. Compensation Schedule and Payment

1. Teacher compensation for the 2010-2018 school years shall be paid in accordance with the attached schedules in Appendix A-1.

A committee will be established and charged with developing options for implementing structural changes to the compensation structure, including but not limited to, salary schedule and/or insurance benefits, well in advance of bargaining in 2012. If the committee meets during the school day the cost for substitutes shall be borne by the District. If the committee meets outside of school hours, all teachers on the committee will be compensated at the professional hourly rate.

This will be an advisory committee to develop options, but with no authority to implement them.

The Superintendent or his/her designee and the Association President or his/her designee shall serve on the committee. The Superintendent and Association President shall each appoint four additional members to establish a ten member committee.

All Year 1 economic provisions (i.e. steps, lane changes, extra duty, extended day, enhanced compensation, National Board Certification and Longevity, etc.) are retroactive to the beginning of the 2010-2011 school year.

Those individuals that have obtained Step R and not receiving a step increase will receive a 2% increase for 2010-2011 and 2011-2012; 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

2. The Enhanced Professional Compensation/Extended School Day Committee shall be a standing committee comprised of four members of the bargaining unit appointed by the DPEA President, and four administrators appointed by the Superintendent. The Committee shall convene: 1) prior to April 1 to review budgetary allocations and program timelines and prepare application documents for the upcoming school year; 2) during the month of May to witness the presentations given by teacher(s) who have been awarded money for Enhanced Professional Compensation activities for the current school year; and 3) prior to June 30 to review Enhanced Professional Compensation applications for the upcoming school year and determine which shall be approved and at what hourly rate, as noted in Appendix B.

The Enhanced Professional Compensation will focus on the following areas:

- Endorsements: Completing coursework that leads to the acquisition of a new endorsement in a highly qualified area, as pre-approved by the Committee. (Only those DPEA members who are currently in the Masters plus 30 lane are

eligible. The District upon submission of transcripts shall reimburse tuition for preapproved coursework at the State tuition rate. When the endorsement is approved by the State, the member shall receive a one-time payment of \$1000.00. No presentation to the Committee is required for this option.)

- Parent Involvement: Creating partnerships with parents to involve them as active participants in their child's school and education. (This program will be paid at the applicable professional, instructional or non-instructional hourly rate of pay as established in Appendix B Extra Duty Schedule. A presentation to the Committee will be required.)
- Opportunities for Families: Providing unique learning experiences for students and their families. (This program will be paid at the applicable professional, instructional or non-instructional hourly rate of pay as established in Appendix B Extra Duty Schedule. A presentation to the Committee will be required.)
- Action Research: Initiating and conducting classroom-based studies that systematically reflect on teaching or other work and collecting data that will answer a research question or hypothesis. (This program will be paid at the applicable professional, instructional or non-instructional hourly rate of pay as established in Appendix B Extra Duty Schedule. A presentation to the Committee will be required.)

Activities will be governed and approved by the Enhanced Compensation/Extended School Day Committee.

Timeline guidelines:

- April 1 – Applications distributed
- May 1 – Applications due to Human Resources office
- July 1 – Applications awarded
- October – May 15 – Programs implemented
- May 15 – May 31 – Presentations by all recipients

The above-referenced timeline is intended to be a guide for the process. If the timelines are unable to be met, the Committee shall meet and agree upon modifications to the timeline.

The Extended School Day option shall focus on creating educational opportunities beyond the traditional school day for District students. A collaborative committee within each building consisting of the principal, or designee, and one teacher from each team shall convene during May to review applications for Extended School Day activities and determine which shall be approved. Activities under this program shall be paid at the applicable instructional or non-instructional hourly rate of pay as established in Appendix B Extra Duty Schedule. A budget shall be allocated to each building specifically for the Extended School Day Program.

Each school budget shall be calculated on a base amount plus per student allocation.

Timeline guidelines:

- April 1 – Applications distributed
- May 1 – Applications due to building principal
- June 1 – Applications awarded
- September 1 – May 31 – Programs implemented

The above-referenced timeline is intended to be a guide for the process. If the timelines are unable to be met, the Committee shall meet and agree upon modifications to the timeline.

3. All salaries are paid on the fifteenth (15th) and thirtieth (30th) day of each month during the regular school months of September through May with the balance in June. In August, payment will be made on the first Institute Day and the thirtieth (30th). The salary payment in June shall be received on the last day of work. If the fifteenth (15th) or thirtieth (30th) of the month falls on a Saturday, Sunday or during a holiday period, the amount will be paid on the last working day prior to the scheduled pay day. The parties agree that teachers assigned to Iroquois Community School shall be paid on the same pay schedule as all other District teachers.
4. The annual contract salary is divided by 24 to determine the monthly salary payments. Four (4) checks will be issued in June. Therefore, teachers shall receive a total of 24 checks per year.
5. Withholding tax is deducted on a twelve-month basis with equal proportions taken out of each check.
6. Hospitalization and dental insurance deductions are made on a twelve-month basis divided equally among the 24 checks.
7. The deductions for credit union and tax sheltered annuities will be deducted in equal amounts from each pay check and immediately transferred each pay period.
8. When administratively practicable, any deductions for absences shall appear on the check for the month following the one in which such absences occurred.
9. The per diem pay for full-time teachers will be determined by dividing the teacher's annual salary by the actual number of days teachers are scheduled to work.
10. Effective upon the commencement of the 2011-2012 school year, all teachers will be enrolled in the direct deposit of their paychecks. This provision shall only be

implemented if the District is able to provide an option for teachers to enroll in the direct deposit of their paychecks at no additional cost to the individual.

B. Extra Duties

1. When extra pay duties are authorized by the Board of Education, teachers may make application to perform additional duties during the school year for an additional payment.
2. The building principal will regularly evaluate the performance of each extra duty. Unsatisfactory performance may result in the forfeiture of the duty at any time during the school year.
3. These duties shall be held on a yearly basis unless otherwise designated at the time of assignment, or unless the teacher leaves employment in the district or is dismissed from the duty assignment through the principal's evaluation procedure. In the event that duties are held for less than a full year, payment for such duties shall be prorated.
4. In the event that no single teacher applies for an extra duty assignment, a number of teachers may apply for this same duty and may divide the responsibilities.
5. If insufficient numbers of teachers apply for extra duty, the Board shall have the right to assign teachers to extra duty as the Board may deem necessary consistent with applicable laws, or to hire individuals other than District 62 teachers to fill the positions.
6. Among teachers handling a single duty, payment will be divided equally. Each teacher shall receive his/her share in his/her regular monthly check.
7. All teachers assigned or volunteering for extra duty under this Article VII B, shall be compensated for extra duty. The recognized extra duties and their corresponding monetary values are attached in Appendix B.
8. Additional Stipend Programs
Teachers assigned or volunteering for a non-instructional, instructional and professional extra-duty not otherwise specified in Appendix B shall be compensated at the corresponding hourly rate for such extra-duty as set forth in Appendix B (e.g., a non-instructional extra-duty shall receive the applicable non-instructional hourly rate).
9. National Board Certification
The Board shall pay a stipend to each teacher who acquires National Board Certification equal to \$1,000 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend. The Board shall also compensate a

teacher on a one-time basis for up to \$2,000 in otherwise unreimbursed expenses incurred in acquiring National Board Certification.

C. Salary Schedule Placement

1. All non-experienced teachers will begin on step A of the salary schedule. They must receive at least a proficient rating at the end of the fourth year in order to move to step E. If a teacher does not receive a proficient or excellent rating, the teacher will be frozen at step D until a proficient or excellent rating is received. No credit will be given for “frozen years” towards step advancement.
2. Military service in the armed forces of the United States may be substituted for teaching experience outside the district to a maximum of three years.
3. Upon entering contractual service with the district, a teacher may be credited with acceptable college credit earned subsequent to the bachelor’s degree as follows:
 - a. a maximum of thirty-six semester hours in a master’s degree program approved by the Superintendent
 - b. exception: full academic credit may be given for hours required for certification required for speech pathologist, psychologist and social work positions as follows:
 - (1) Placement on the master’s degree salary lane shall be the equivalent of 36 semester hours.
 - (2) Hours above 36 shall be credited to the attainment of the master’s plus 30 salary lane.
4. Longevity: At the beginning of the equivalent of the 21st year of continuous full-time service in the District, a longevity increment of \$2,500 shall be added to the teacher’s annual salary. Effective at the beginning of a teacher’s 26th year of continuous full-time service in the District, the longevity increment shall be increased to \$3,500. An approved leave under Article IX does not constitute a break-in-service for purpose of this Section.

D. Teacher Orientation

All newly-hired teachers will be required to attend two (2) weeks of staff and curriculum inservice during their first year of employment. One week of inservice will be held during the week prior to the first day of pupil attendance, and up to twenty-five (25) hours will be scheduled by the district throughout the school year.

E. Mentor Program

Teachers who are new to the profession will be required to participate in a two-year mentor program. Each new teacher will be assigned a mentor for the first year and will participate in the district's professional growth study groups the second year.

Mentors will receive training in mentoring and coaching strategies consistent with the district's mentoring program practices and evaluation tools. Whenever practicable, mentors will be assigned based on similar teaching and building assignments. Mentors will receive compensation in accord with section B(8) above, based on the number of teachers they are assigned.

F. Advanced Training

1. Acceptable college credit must be earned subsequent to the conferring of the baccalaureate degree in order to be considered for advancement on the salary schedule.
2. To be credited for salary schedule advancement, college courses must receive prior approval of the Superintendent or designee.
3. A teacher may be credited with additional semester hours of approved college credit in any given year after completing his/her first year in the system.
4. Proof of college credit (official transcript) must be tendered to the Superintendent's office on or before November 15 of the school year for which advancement on the salary schedule is sought. The teacher shall provide notice to the District by the first full day of student attendance of the ten month school year calendar in the year for which advancement on the salary schedule is sought of any classes in which he/she is enrolled which, if completed, would result in lane movement on the salary schedule. The District shall provide teachers with a form for this purpose prior to the commencement of the school year.

G. Professional Growth

1. All teachers who have not attained 60 semester hours beyond a bachelor's degree or 30 semester hours beyond a master's degree are required to attain eight (8) semester hours of acceptable graduate college credit every six (6) years. Acceptable graduate college credit shall apply to course work as stated below:
 - a. course work which is required as part of an advanced degree program.
 - b. course work from a recognized school of higher education which meets generally accepted standards of student participation.
 - c. undergraduate college course work which leads to the acquisition of a new endorsement.
 - d. undergraduate college course work in a foreign language other than the teacher's current endorsement.
 - e. approved U62 course work (see Appendix D).

2. All college attendance credit must receive the prior approval of the Superintendent or designee.
3. Failure to achieve the required eight (8) hours of college credit will result in no advancement on the salary schedule. Teachers hired with at least two masters degrees or a doctorate in their area of teaching shall be exempt from this requirement.
4. Upon successfully meeting the professional growth requirement, a teacher who has been “frozen” on the salary schedule will advance to the appropriate experience step with no further penalty for the years he/she was frozen.
5. Teachers employed after March 15, 1991, shall be required to obtain a master’s degree in accordance with the professional growth requirements.
6. Teachers employed after March 15, 1998 shall be required to obtain a master’s degree within ten years of the date of hire. Failure to achieve the required master’s degree will result in no advancement on the salary schedule.

H. Interest Free Loans for Tuition

The district shall provide, upon application, interest-free loans for tuition for approved course work leading toward a Masters or to be used for approved course work to gain an endorsement. A maximum of \$5000 per applicant may be requested annually. The district shall pay the university or college directly. Repayment of such loans shall be made over the remainder of the contract year through payroll deduction.

ARTICLE VIII

FRINGE BENEFITS

The Board shall provide the following insurance coverage:

- A. Life Insurance - term life, \$50,000 per person.
- B. Hospitalization and Medical Expense Coverage
 1. One hundred percent (100%) of the individual coverage cost.
 2. Sixty-six and two-thirds percent (66 2/3%) of the family coverage cost. The District shall extend coverage to eligible young dependents, pursuant to applicable federal and state laws, at no additional cost to the employee (not including the cost to the employee for Employee +1 or Family coverage) or dependent; provided that the dependent is not able to obtain health insurance coverage under another employer’s sponsored health plan. If the dependent is able to obtain coverage under another employer’s sponsored health plan, but opts for coverage under the District’s plan, the employee shall be charged the single coverage premium COBRA rate for such dependent’s coverage.

3. The Board shall offer, at its own expense, an annual wellness screening for all employees. Notwithstanding Section B(1) and (2), those employees who do not elect to obtain a wellness screening or do not otherwise provide evidence of obtaining a wellness screening from his/her own physician shall contribute an additional \$20 per month toward the cost of insurance coverage.

C. Vision Insurance - See district plan.

The District shall extend coverage to eligible young dependents, pursuant to applicable federal and state laws, at no additional cost to the employee (not including the cost to the employee for Employee +1 or Family coverage) or dependent; provided that the dependent is not able to obtain health insurance coverage under another employer's sponsored health plan. If the dependent is able to obtain coverage under another employer's sponsored health plan, but opts for coverage under the District's plan, the employee shall be charged the single coverage premium COBRA rate for such dependent's coverage.

D. Dental Insurance

1. One hundred percent (100%) of the individual coverage cost.
2. Option for the teacher to buy in on family coverage. The District shall extend coverage to eligible young dependents, pursuant to applicable federal and state laws, at no additional cost to the employee (not including the cost to the employee for Employee +1 or Family coverage) or dependent; provided that the dependent is not able to obtain health insurance coverage under another employer's sponsored health plan. If the dependent is able to obtain coverage under another employer's sponsored health plan, but opts for coverage under the District's plan, the employee shall be charged the single coverage premium COBRA rate for such dependent's coverage.
3. Orthodontia maximum of \$2,000.

E. Miscellaneous Provisions:

1. All teachers who, at the end of a school year are granted a leave of absence for any reason, are laid off because of a reduction in force, take early or regular retirement, or resign his/her employment shall be entitled to and shall receive paid hospitalization insurance benefits through August of that particular year. Thereafter, such teachers may participate in the Board's group health insurance program under the District's COBRA coverage provisions provided he/she reimburses the District for the cost of the monthly premiums.
2. Any teacher, who at the end of a school year is discharged for cause, shall not be entitled to and shall not receive hospitalization insurance benefits for any period beyond the month in which the discharge occurred.

3. The Board's present policy respecting payment of hospitalization insurance benefits for the month in which an employee who, prior to the end of a school year, commences his/her leave of absence, resigns his/her employment, or retires or is terminated for cause shall continue in effect; that is, such benefits shall be paid only to the end of the month in which such leave of absence, termination, retirement or resignation occurs.
4. Riffed tenured teachers on the recall list may participate in the Board's group health insurance program under the district's COBRA coverage provisions provided he/she reimburses the district for the cost of the monthly premiums.
5. Teachers terminating employment are entitled to obtain continuing hospitalization coverage under the district's COBRA coverage provisions.

F. Insurance Committee

The parties agree to establish an Insurance Committee comprised of equal representatives of the Board and Association. The Committee shall meet annually or as otherwise necessary to review and assess insurance benefits and premium rates, including cost containment measures, and may make recommendations to the Board and the Association. Nothing precludes the Board from changing insurance carriers or insurance coverages provided benefit levels remain substantially the same or better than the coverages in place on the effective date of this Agreement.

ARTICLE IX

LEAVES

A. Sick Leave

Each teacher shall be entitled to ten (10) days sick leave for non-tenured teachers in their first or second year, twelve (12) days sick leave for non-tenured teachers in their third or fourth year and fifteen (15) days sick leave for tenured teachers without loss of pay. Sick leave shall be interpreted to mean personal illness or death/illness in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for the purpose of this article, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. A teacher who is not on maternity leave, who is sick and/or disabled and thus physically unable to teach as a consequence of her pregnancy and/or of childbirth, shall be entitled to utilize accumulated sick leave during such period of illness or disability.

Sick leave shall accumulate without limitation. If any teacher shall have exhausted all accumulated sick leave, the teacher shall be granted leave of absence without pay for illness or disability not to exceed ninety (90) calendar days or the balance of the school term, whichever is greater. Upon request the Board shall grant one (1) additional school year of sick leave without pay in the event of serious illness or disability. In such event

the teacher shall be covered by the insurance program provided, however, he/she shall be responsible for payment of the premiums in advance.

B. Personal Leave

1. The Board shall grant each teacher three (3) days of personal business leave without loss of pay. Except in the case of emergency, personal leave may be taken if such absence is prearranged with the building principal. It is understood that personal leave is made available in order to take care of personal matters which cannot be handled during off-duty hours, and in no case is personal leave to be used in conjunction with vacation activities or other recreational types of activity. When a teacher uses personal leave for religious observance, the number of days used will be credited to the teacher's sick leave the following year.

Unused personal leave shall be considered as unused sick leave for the purpose of being applied to the accumulations set forth in Section A. above.

2. No employee shall be required to provide a reason when a personal leave day is requested unless it falls on a designated Staff Development day or on days immediately before or immediately after a holiday or school recess day.

C. Pregnancy and Child Rearing Leaves of Absence

1. Absences due to disability resulting from pregnancy or childbirth are covered by the District's Sick Leave and Family and Medical Leave Act ("FMLA") policies. A female teacher unable to work for pregnancy-related reasons is entitled to sick leave benefits on the same basis as employees unable to work for other medical reasons. Generally, sick leave benefits are paid for six (6) weeks after the birth of the child.
2. A child rearing leave of absence is a leave taken by a teacher who is physically able to work for the purpose of caring for his/her newborn or newly adopted child. Child-rearing leaves of absence of up to twelve weeks are available in accordance with the Family and Medical Leave Act. Tenured teachers and probationary teachers with more than two years experience who are not eligible for an FMLA leave or who wish to take child-rearing leaves of longer than twelve weeks shall have the option of being on leave until:
 - a. the beginning of the school year in the fall first following the birth or placement in the home of the child; or
 - b. the beginning of the school year in the fall first following a period ending twelve (12) months after birth or placement in the home of the child.
 - c. a date mutually agreed to by the teacher and the Superintendent.

The first twelve weeks of a leave under either Paragraph a, b or c shall be considered FMLA leave for eligible teachers.

Probationary teachers are not eligible for child-rearing leaves of absence except as provided for by the FMLA and as otherwise provided for in this Section.

3. A teacher who wishes to take a child-rearing leave of absence shall notify the Superintendent of his/her desire to take such a leave. If the teacher intends to take a longer leave than is available under the FMLA, he/she shall advise the Superintendent which of the three options listed under Paragraph 2 he/she has selected. Such notice shall be given in writing at least thirty days prior to commencement of the leave unless the teacher and Board mutually agree to a different notice date.
4. Teachers who take leaves pursuant to Paragraph 2(a) or (b) shall give the Superintendent notice of his/her intent to resume teaching duties by February 1 of the year in which the leave terminates. If the teacher fails to give notice of intent to return by February 1, all employment and tenure rights of the teacher in the District shall cease.
5. Upon returning, the teacher shall be placed on the salary schedule at the same position to which he/she was entitled prior to commencement of the leave. With respect to a probationary teacher who is granted a child-rearing leave, the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. However, such leave shall not be considered a break in service under Section 24-11.
6. Insurance coverage during the first twelve weeks of a child-rearing leave shall be as provided by the FMLA for eligible teachers. After twelve weeks, the teacher may continue insurance coverage in the school insurance program to the extent permitted by the carrier during his/her leave but will be required to pay all premiums connected with the coverage. Teachers who are not eligible for FMLA leave must pay all premiums during their leave. All premiums must be paid in advance of the month due.
7. Should there be an unsuccessful pregnancy or other extenuating circumstances, these procedures may be modified by mutual agreement of the teacher and the Board.
8. Child-rearing leave is granted on the condition that the teacher taking the leave will not utilize it to engage in alternative employment which is in any way substantially equivalent in either income or career potential to the teacher's teaching position in the District.

D. Family and Medical Leave Act

The Family and Medical Leave Act applies to the District. The Act allows eligible employees to obtain unpaid leaves of absence for certain family and medical reasons for up to twelve (12) weeks, with job protection and no loss of service accumulated prior to commencement of the leave. The Association recognizes the District's right to adopt and enforce an FMLA policy and rules and procedures consistent with the Act.

E. Leave of Absence

A leave of absence, not to exceed one (1) year, may, at the sole and exclusive discretion of the Board be granted without pay or other fringe benefits to any employee who has demonstrated to the Board's satisfaction a reasonable need for such a leave. A teacher on a leave of absence will not receive credit for vertical movement on the salary schedule, and may return to teaching at the beginning of the next school year upon written notice to the Superintendent prior to February 1 preceding the school year the teacher wishes to return.

F. Professional Leave

Teachers may participate in visitations, workshops or conventions in accordance with Board of Education Policy GCLA/GDLA.

G. Sabbatical Leave

If sabbatical leaves are granted, the Board shall grant sabbatical leave in accordance with provisions provided for in Section 24-6.1 of the Illinois School Code.

H. Leave Benefits

Any teacher who is on leave status provided for in this Article shall be allowed to participate in the district's group health insurance program provided he/she reimburses the district in advance for the cost of the quarterly premiums, and shall retain the accumulated sick leave, salary schedule position, and seniority position he/she had at the time of departure.

I. Job Sharing

The parties agree that job sharing proposals shall be governed by the following provisions:

1. Purpose. Job sharing as defined in this article is a voluntary program providing two (2) tenured teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.
2. Application Procedure. Teachers who wish to job share shall submit an application and proposed plan for a job sharing leave to the Superintendent by

February 1 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment by the participants may be divided according to a plan designed by the participants, with the concurrence of the principal(s). The job sharing plan shall include, but not be limited to, division of teaching responsibilities, schedule of work hours and/or days, substitution procedures, attendance at staff meetings, institute days, in service days, District meetings, open houses, parent conferences, field trips, and other teaching responsibilities. The Board of Education, at its discretion, may approve the job share application upon the recommendation of the Superintendent.

3. **Salary Credit Allowable.** Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be pro-rated according to the time worked. Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked. Participants in job sharing positions shall receive pro-rated salary step advancement in accordance with the District's practice for part-time employees in effect on the effective date of this Agreement.
4. **Length of Leave.** The length of a job sharing leave shall be for one (1) school year and may be extended by the Board if another request to renew is made by the participants in accordance with Paragraph I-2. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year.
5. **Attendance at Required Meetings.** The participants are required to attend institute days, in service days, parent-teacher conferences and open houses.
6. **Seniority.** Teachers participating in the job sharing program as set forth in this section shall accrue seniority in proportion to the time worked. The parties agree that a tenured teacher's participation in an approved job sharing program will not affect the teacher's tenure status.
7. **Insurance and Leave Benefits Availability.** Participants in job sharing positions who work at least a Full-Time Equivalency of 50% or greater shall receive prorated paid fringe and leave benefits at a rate equal to the participant's FT. The cost to the Board shall not exceed one Full-Time Equivalent (FT) teacher.
8. **Return From Leave.** Participants in a job sharing program shall submit written notice of their intent to return to full-time employment by February 1. Upon return to full-time employment, the teacher(s) shall be returned to his/her former

position, seniority permitting, if the position still exists or to a comparable position.

ARTICLE X

TEACHER PROTECTION

A. Parent-Student Complaints — Procedure

Any complaint deemed by any administrator or Board member to justify investigation and/or subsequent action of any nature shall be brought to the immediate attention of the teacher involved. When deemed appropriate by all parties involved, teacher-parent, teacher-parent-administrator, and/or teacher-board-parent conferences may be scheduled. If a complaint cannot be handled at the building level and requires subsequent action and/or investigation leading to disciplinary action against the teacher involved by any member of the central administrative staff or the Board of Education, the complainant must put the complaint in writing and affix his/her signature if his/her testimony and/or evidence (which cannot be established from other sources) is necessary to substantiate the charge against the teacher. A copy shall be given to the teacher or teachers involved. The teacher or teachers involved, at request, shall have an Association representative present at any of the above specified conferences.

B. Mutually Agreed to Resignations

Where resignation is mutually agreed to by the administration and teacher because continued employment is deemed inadvisable, resignation may be submitted without prejudice to the teacher's written record. The administration shall, upon acceptance of resignation, provide upon written request accurate copies of evaluations which exist to the teacher, and shall add no reports to the teacher's folder regarding the incident(s) leading to resignation unless criminal charges are brought and proven.

C. Assault Case -- Legal Counsel

The Board agrees to indemnify and protect teachers against death and bodily injury and property damages, claims and suits, including legal defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

There shall be no deduction in salary for the time lost as a result of attendance at legal or quasi-legal proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

D. Insurance Liability

In accordance with applicable provisions of the Illinois School Code, presently Sections 10-20.20 and 10-22.3, the Board shall provide indemnification and protection against claims and suits.

E. Assault Upon Teacher — Protection

Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board will follow-up with the teacher on the action, if any, which result from the teacher's report.

F. Early Retirement Plan for Teachers

District 62's early retirement plan will provide for the following:

District 62 shall honor the request of all members of the bargaining unit who are eligible under this provision and will pay the employer share of the costs for qualified members. The qualified member will pay the employee share of the costs.

G. Retirement Incentive Plan for Teachers

1. Eligibility

- a. The teacher must have rendered a minimum of ten (10) years of creditable service to District 62 immediately preceding his or her retirement.
- b. The teacher must be eligible for regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois.

2. Notice

- a. The teacher shall provide written notice in the form provided in Appendix C to the Superintendent of his/her intention to retire and participate in the program either four years, three years, two years, or one year prior to the first day of March of their final year of active service, except as provided in subparagraph (c) below.
- b. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of this notice.
- c. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by both parties. As determined by the Board, such irrevocable notification may be modified only under emergency circumstances (e.g., catastrophic illness incurred by teacher or spouse, death of spouse, or calamitous event incurred by teacher or spouse). As a condition for granting any such modification, the teacher shall reimburse the Board for the full cost of the retirement benefit.

3. Retirement Benefit

Eligible teachers who provide written notice of their intent to resign and participate in the Teachers' Retirement System of the State of Illinois shall be removed from the salary schedule and will be paid a salary increase equal to six percent (6%) of the teacher's TRS creditable earnings for the previous school year for a maximum of four (4) years immediately prior to the teacher's retirement.

Once an irrevocable notice of intent to retire is received by the Board, in no year shall creditable earnings in excess of 6% from one year to the next be paid to the retiring teacher. However, earnings that are legally exempt from the state imposed "6% liability" rule in effect at the time of ratification of this agreement, or which shall be enacted within the scope of this agreement, shall not be considered in the calculation of the 6% increase limitation. Such exempt earnings include but may not always be limited to and may not always include:

- summer school teaching paid pro-rata;
- overloads paid pro-rata;
- change in employment status from part-time to full-time paid pro-rata;
- promotions requiring a certificate or endorsement that is different from regular certification of the job;
- grants or stipends that come from state or federal government and for which the District has no control over.

Except for a teacher who submits notice and receives four six percent (6%) increases in his/her last four years prior to retirement, an eligible teacher will also be paid a post-retirement payment by July 31 of his/her final year of employment as consideration for his/her retirement notice as follows:

- (a) A teacher who submits notice to retire at the end of the 2009-2010 school year under this Section and receives three six percent (6%) increases in each of his/her last three years of service prior to retirement shall be eligible to receive a post-retirement payment equal to five percent (5%) of his/her gross compensation for the last school year of employment.
- (b) A teacher who submits notice to retire at the end of the 2008-2009 school year under this Section and receives two six percent (6%) increases in each of his/her last two years of service prior to retirement shall be eligible to receive a post-retirement payment equal to nine percent (9%) of his/her gross compensation for the last school year of employment.

If a teacher has provided notice of retirement and is to receive (or is receiving) the retirement benefit under this Section, the teacher shall continue to perform the same paid extra-duty assignments that resulted in the total previous year's creditable earnings upon which the six percent (6%) retirement benefit is based, except in the following situations:

- (a) If a teacher voluntarily declines to perform any of the previous year's paid extra-duty assignments or if the teacher is removed from any such

assignments for cause, the teacher's compensation shall be reduced accordingly.

- (b) If the teacher is removed from the previous year's paid extra-duty assignment without cause, the teacher's compensation shall not be reduced.
- (c) If a paid assignment is eliminated by action of the Board, the teacher's compensation shall not be reduced provided that the teacher may be reassigned to a similar paid extra-duty assignment.

The Board will not assign paid extra-duty assignments to a teacher who has provided notice of retirement and is to receive (or is receiving) the retirement benefit under this Section if the assignment would result in an increase in creditable earnings in excess of six percent (6%) over the previous year's creditable earnings.

4. Limitations on Participation.

The Board reserves the right to limit the number of teachers who shall be approved for this plan each year for reasons which are in the best interests of the district. However, in no event shall the Board limit the number of teachers who shall be approved for this plan in any year to less than fifty percent (50%) of the teachers eligible for regular retirement. If the Board exercises its option to limit the number of teachers who shall be approved for this plan, the Board shall limit the number of teachers based on the teachers' seniority in District 62, giving preference for approval to those teachers with the greatest seniority. However, unless the parties agree to continue this Article in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who theretofore have not applied for regular retirement on or before June 30, 2012 in that this Article creates no vested right to benefits.

5. Continuation of Plan.

The Board reserves the right to review and modify or terminate the foregoing retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Education Labor Relations Act.

6. New Legislation.

If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void. The parties may at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, renegotiate a retirement benefit plan. The parties agree that this does not apply to legislation which establishes a flat rate formula for teachers under the Illinois Pension Code.

ARTICLE XI

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits shall consist of all week days.
3. All grievances must be filed in writing within twenty-five (25) days of the occurrence of the event giving rise to the grievance or within twenty-five (25) days from the time a reasonably alert person should have been aware of the occurrence of the event giving rise to the grievance.

B. Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- Step #1 The teacher or the Association may present the grievance in writing to the principal who will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The grievant, a representative if desired by the teacher, and the principal shall be present for the meeting. Within seven (7) days of the meeting, the grievant shall be provided with the principal's written response, including the reasons for the decision.
- Step #2 If the grievance is not resolved at Step #1, then the grievant may refer the grievance to the Superintendent or his/her official designee within six (6) days after receipt of the Step #1 answer. The Superintendent shall arrange with the grievant or the Association for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the employee or the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- Step #3 If the grievant is not satisfied with the disposition of the grievance at Step #2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step #2 answer, then the grievance shall be deemed withdrawn.

The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the district and the Association. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

1. A grievance arising from action of an administrator above the building level must be filed at Step #2.
2. No teacher shall be required to discuss any grievance in the absence of a representative unless said teacher so desires.
3. When a teacher is not represented by the Association, the Association at its request shall have the right to receive a copy of the formal, final disposition of the grievance.
4. No reprisals of any kind shall be taken by the Board or the Administration against a teacher because of his/her participation in this grievance procedure.
5. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. The time limits at any step of this grievance procedure may be extended by written mutual agreement.
7. A grievant may withdraw a grievance at any time without prejudice.

ARTICLE XII

NO STRIKE-PLEDGE

No certificated professional employee, nor any organization of employees, nor any person acting on behalf of an employee organization shall ever or at any time engage in or encourage or support any strike, slow down, or other concerted refusal to render full and complete services in the school district. The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and completed services in the school district or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

ARTICLE XIII

EFFECT OF AGREEMENT

A. Complete Understanding

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

B. Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Terms of Agreement

This Agreement shall be effective August 21, 2010, and shall continue in effect until July 31, 2015.

CHAIRMAN

CHAIRMAN

Negotiations Committee
Des Plaines Education Association

Personnel Committee
District 62 Board of Education

This Agreement is signed this _____ day of _____, 2012.

In Witness Whereof:

For the Des Plaines Education
Association

For the Board of Education,
District 62

President

President

Secretary

Secretary

Appendix A 2010-2018 Salary Schedule

| STEP | BA | BA + 12 | BA + 24 | MA | MA + 15 | MA + 30 |
|-------------|-----------|----------------|----------------|-----------|----------------|----------------|
| A | \$ 37,760 | \$ 39,215 | \$ 40,724 | \$ 42,288 | \$ 43,932 | \$ 45,622 |
| B | \$ 39,485 | \$ 41,007 | \$ 42,585 | \$ 44,220 | \$ 45,939 | \$ 47,707 |
| C | \$ 41,290 | \$ 42,881 | \$ 44,531 | \$ 46,241 | \$ 48,038 | \$ 49,887 |
| D | \$ 43,177 | \$ 44,841 | \$ 46,566 | \$ 48,354 | \$ 50,233 | \$ 52,166 |
| E | \$ 45,150 | \$ 46,891 | \$ 48,694 | \$ 50,564 | \$ 52,529 | \$ 54,551 |
| F | \$ 47,213 | \$ 49,033 | \$ 50,920 | \$ 52,874 | \$ 54,930 | \$ 57,043 |
| G | \$ 49,371 | \$ 51,274 | \$ 53,247 | \$ 55,290 | \$ 57,440 | \$ 59,650 |
| H | \$ 51,628 | \$ 53,618 | \$ 55,681 | \$ 57,817 | \$ 60,065 | \$ 62,377 |
| I | | \$ 56,068 | \$ 58,225 | \$ 60,459 | \$ 62,810 | \$ 65,228 |
| J | | \$ 58,631 | \$ 60,885 | \$ 63,221 | \$ 65,681 | \$ 68,209 |
| K | | | \$ 63,667 | \$ 66,111 | \$ 68,682 | \$ 71,325 |
| L | | | \$ 66,577 | \$ 69,132 | \$ 71,821 | \$ 74,585 |
| M | | | \$ 69,620 | \$ 72,291 | \$ 75,103 | \$ 77,994 |
| N | | | | \$ 75,594 | \$ 78,535 | \$ 81,557 |
| O | | | | \$ 79,048 | \$ 82,125 | \$ 85,285 |
| P | | | | \$ 82,661 | \$ 85,878 | \$ 89,183 |
| Q | | | | \$ 86,439 | \$ 89,803 | \$ 93,258 |
| R | | | | \$ 90,389 | \$ 93,906 | \$ 97,520 |

Appendix B 2014-2015 to 2017-2018 Extra Duty Schedule

| | | | Approx. Time (hrs/day) Spent onJob | # Days | 2014-2015 | 2015-2016 | 2016-2017 | 2017-2018 |
|---|-----------|----------|--|--------|--------------|--------------|--------------|--------------|
| Professional | | Year | Per Hour | | | | | |
| Curriculum Facilitators | 2014-2015 | \$40.00 | 0.15 | 174 | \$ 1,044 | \$ 1,044 | \$ 1,044 | \$ 1,044 |
| Mentor (per mentee) | 2015-2016 | \$40.00 | 0.50 | 174 | \$ 3,480 | \$ 3,480 | \$ 3,480 | \$ 3,480 |
| Team Leader/Building Improvement Committee | 2016-2017 | \$40.00 | 0.25 | 174 | \$ 1,740 | \$ 1,740 | \$ 1,740 | \$ 1,740 |
| Consultant Teacher | 2017-2018 | \$40.00 | 0.50 | 90 | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ 1,800 |
| Staff Development Presenter (hourly rate) | | | | | | | | |
| Instructional | | Per Hour | | | | | | |
| Basketball Coach | 2014-2015 | \$30.00 | 2.50 | 40 | \$ 3,000 | \$ 3,000 | \$ 3,000 | \$ 3,000 |
| Volleyball Coach | 2015-2016 | \$30.00 | 2.50 | 40 | \$ 3,000 | \$ 3,000 | \$ 3,000 | \$ 3,000 |
| Cross Country Coach | 2016-2017 | \$30.00 | 2.00 | 40 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 |
| Newspaper | 2017-2018 | \$30.00 | 0.40 | 164 | \$ 1,968 | \$ 1,968 | \$ 1,968 | \$ 1,968 |
| Yearbook | | | 0.50 | 164 | \$ 2,460 | \$ 2,460 | \$ 2,460 | \$ 2,460 |
| Cheerleading (per season) | | | 1.00 | 40 | \$ 1,200 | \$ 1,200 | \$ 1,200 | \$ 1,200 |
| Student Council (Middle School) | | | 0.50 | 164 | \$ 2,460 | \$ 2,460 | \$ 2,460 | \$ 2,460 |
| Student Council (Elementary School) | | | 0.25 | 164 | \$ 1,230 | \$ 1,230 | \$ 1,230 | \$ 1,230 |
| Technology Liaison | | | 0.19 | 174 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 |
| Detention Coordinator | | | 0.50 | 164 | \$ 2,460 | \$ 2,460 | \$ 2,460 | \$ 2,460 |
| Non-Instructional | | | | | | | | |
| Outside lunch duty (30 min./day) | 2014-2015 | \$24.00 | 0.50 | 174 | \$ 2,088 | \$ 2,088 | \$ 2,088 | \$ 2,088 |
| Inside lunch duty (30 min./day) | 2015-2016 | \$24.00 | 0.50 | 174 | \$ 2,088 | \$ 2,088 | \$ 2,088 | \$ 2,088 |
| Breakfast Supervisor | 2016-2017 | \$24.00 | 0.33 | 174 | \$ 1,378 | \$ 1,378 | \$ 1,378 | \$ 1,378 |
| Patrol | 2017-2018 | \$24.00 | 0.40 | 174 | \$ 1,670 | \$ 1,670 | \$ 1,670 | \$ 1,670 |
| Morning Bus/Supervision Duty (15 min/AM/day) | | | 0.25 | 174 | \$ 1,044 | \$ 1,044 | \$ 1,044 | \$ 1,044 |
| Afternoon Bus/Supervision Duty (15 min/PM//day) | | | 0.25 | 174 | \$ 1,044 | \$ 1,044 | \$ 1,044 | \$ 1,044 |
| Intramurals | | | 1.00 | 100 | \$ 2,400 | \$ 2,400 | \$ 2,400 | \$ 2,400 |
| Athletic Scorekeeper (per game rate) | | | | | \$25.00/Game | \$25.00/Game | \$25.00/Game | \$25.00/Game |
| Athletic Supervisor (per game rate) | | | | | \$25.00/Game | \$25.00/Game | \$25.00/Game | \$25.00/Game |

Appendix B 2010–2014 Extra Duty Schedule

| | | | Approx. Time (hrs/day) Spent on job | # of Days | 2010-2014 |
|--|-------|-------------|--|--------------------------|--------------------------|
| Professional | 10-14 | \$41.00/hr | | | |
| Curriculum Facilitators | | | 0.25 | 174 | \$ 1,784 |
| Mentor (per mentee) | | | 0.80 | 174 | \$ 5,707 |
| Team Leader/Building Improvement Committee | | | 0.20 | 174 | \$ 1,427 |
| Consultant Teacher | | | 0.50 | 90 | \$ 1,845 |
| Staff Development Presenter (hourly rate) | | | | | |
| | | | | | |
| Instructional | 10-14 | \$33.71/hr | | | |
| Basketball Coach | | | 3.00 | 40 | \$ 4,045 |
| Volleyball Coach | | | 3.00 | 40 | \$ 4,045 |
| Cross Country Coach | | | 2.00 | 40 | \$ 2,697 |
| Newspaper | | | 0.40 | 174 | \$ 2,346 |
| Yearbook | | | 0.50 | 174 | \$ 2,933 |
| Cheerleading (per season) | | | 1.00 | 40 | \$ 1,348 |
| Student Council (Middle School) | | | 0.50 | 174 | \$ 2,933 |
| Student Council (Elementary School) | | | 0.25 | 174 | \$ 1,466 |
| Technology Liaison | | | 0.80 | 174 | \$ 4,692 |
| Detention Coordinator | | | 0.50 | 174 | \$ 2,933 |
| | | | | | |
| Non-Instructional | 10-14 | \$ 28.09/hr | | | |
| Outside lunch duty (30 min./day) | | | 0.50 | 174 | \$ 2,444 |
| Inside lunch duty (30 min./day) | | | 0.50 | 174 | \$ 2,444 |
| Breakfast Supervisor | | | 0.50 | 174 | \$ 2,444 |
| Patrol | | | 0.40 | 174 | \$ 1,955 |
| Bus Duty/Supervision (30 min/day) | | | 0.50 | 174 | \$ 2,444 |
| Intramurals | | | 0.80 | 174 | \$ 3,910 |
| AV Coordinator | | | 0.30 | 174 | \$ 1,466 |
| Athletic Scorekeeper (per game rate) | | | | | \$25.00/ Game |
| Athletic Supervisor (per game rate) | | | | | \$25.00/ Game |

3/1/2012

APPENDIX C – LETTER OF INTENT TO RETIRE

I, _____, have voluntarily decided to retire and receive the benefits set forth in the Professionally Negotiated Agreement between the Des Plaines Education Association/IEA/NEA and the Board of Education of Consolidated Community School District 62 of Des Plaines. Accordingly, I am voluntarily submitting this irrevocable notice to retire at the end of the _____ school term. I understand that only under emergency circumstances may this irrevocable notice to retire be withdrawn.

APPENDIX D – U62 SALARY LANE CREDIT GUIDELINES

U62 SALARY LANE CREDIT GUIDELINES

DEFINITION:

Salary Lane Credit courses and workshops will be offered in the District outside the school day, and credit toward salary advancement will be provided. Salary Lane Credit (SLC) courses and workshops will focus on U62 programs and district initiatives. The SLC program of in-service is effective as of July 1, 2007.

TOPICS:

Salary Lane Credit offerings will be announced by the Instructional Services Department on a regular basis. Topics such as Professional Learning Communities, Technology Infused Instruction, Instructional Strategies for Literacy, Mathematics, Social Studies, and Science, will be possible course offerings.

EXCLUSIONS:

The following activities are not included in the Salary Lane Credit in-service category:

- Committee Work and Monthly Meetings
- Staff Meetings
- Summer Writing Projects and Summer Teaching
- Released Time in-service and Meetings
- Out-of-District conferences or workshops (unless specified as part of an SLC course)
- Travel with or without course work
- Internships (unless part of an SLC course)
- Research and/or independent study projects (unless part of an SLC course)
- In-Services attended prior to July 1, 2007
- Paid hours for being an SLC course instructor

During the term of this agreement, all in-services offered in District 62 outside the school day will have application to Salary Lane Credit. Workshops attended prior to July 1, 2007 are not eligible for application to Salary Lane Credit. Any individual school in-services for Salary Lane Credit will need to be cleared in advance with the Instructional Services Department and will need to comply with the Salary Lane Credit guidelines.

FORMAT:

In-service for Salary Lane Credit will be offered in two ways:

1. Full Credit Courses - a course will consist of one topic or related topics with 15 or 16 class hours. One full credit will be awarded at the end of the course to each participant attending all sessions. A course may be divided into three, five, or eight sessions. A single session will not be less than two hours.
2. Accumulated Single Session Certificates - certificates awarded for single in-District in-services may be accumulated to 15 or 16 hours and exchanged for one Salary Lane Credit. Single in-services may be accumulated and exchanged for a course credit (SLC credit) over a period of 6 years.

NUMBER OF CLASS HOURS PER CREDIT:

A total of 15 or 16 classroom hours will be considered the equivalent to one university graduate credit in District 62 only.

FEES:

There is no tuition for Salary Lane Credit workshops or courses. A moderate materials fee (\$10 to \$50) may be charged to participants for course books, software, or other resources essential to the course.

ATTENDANCE:

Attendance is required for the full time at all sessions of SLC courses.

EXPECTATIONS:

Participants will be responsible for classroom applications, reading, or other assignments between sessions of a Salary Lane Credit course. Participant expectations, along with topic, dates, times, locations, registration information, etc. will be specified in each SLC course description.

DOCUMENTATION:

The Instructional Services Department and Human Resources Department will track SLC course credits for each teacher and document earnings for Personnel files. It will be necessary for each teacher to present accumulated individual workshop attendance certificates in exchange for Salary Lane Credits.

SALARY SCHEDULE MOVEMENT:

With this new Salary Lane Credit system for District in-service, it will be possible to combine university graduate credits and Salary Lane Credit in-service certificates toward lane movement on the salary scale. Movement on the Salary Schedule will be in accordance with the negotiated DPEA Agreement.

PLANNING:

The District 62 Instructional Services Department will coordinate planning for SLC offerings. The administration center will handle publicity, registrations, certificates; documentation for Personnel files, communication of guidelines in full to presenters, and serves as a clearinghouse for course proposals.

PUBLICITY:

Salary Lane Credit courses and individual workshop descriptions will be circulated to staff on a regular basis with registration information. The Instructional Services Department reserves the right to cancel workshops and courses that do not have ten or more participants.