

PROFESSIONAL AGREEMENT

BETWEEN

BOARD OF EDUCATION

STEGER SCHOOL DISTRICT 194

AND THE

STEGER EDUCATION ASSOCIATION, IEA-NEA

AUGUST 16, 2015

THROUGH

AUGUST 15, 2019

**INDEX TO 2015-2019 PROFESSIONAL NEGOTIATIONS
AGREEMENT FOR STEGER SCHOOL DISTRICT 194**

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AGREEMENT

ARTICLE I

RECOGNITION AND SCOPE

Section 1. Recognition, Scope of the Agreement, and Bargaining Unit

This Agreement made and entered into by and between the Board of Education, School District 194, Cook and Will Counties, Steger, Illinois, herein referred to as the Board, and the Steger Education Association, IEA-NEA, herein referred to as the Association, is for the purpose of recognizing the Association as the sole and exclusive bargaining agent for the bargaining unit defined below and for the purpose of establishing salaries, fringe benefits, grievance procedures related to the Contract, and working conditions for the bargaining unit for all regular full-time and part-time certified teachers, including certified school social workers, psychologists, and speech pathologists, and staffing coordinator except for the following:

Substitute teachers employed on a day-to-day basis; Superintendent; Assistant Superintendents; Director of Curriculum and Instruction; Director of Pupil Personnel Services; principals; assistant principals; teacher aides; temporary teachers; and all educational support personnel employed by the Board.

Section 2. Conflict Between Policy and Agreement

In the event of any conflict between Board policy and the provisions of this Agreement, the latter shall prevail.

Section 3. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or conflict with the laws, ordinances, rules, or regulations of any federal, state, or local legislative or administrative body of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, ordinance, rule, or regulation but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

ARTICLE II

ASSOCIATION AND BOARD RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights—No Strike

A. Management Rights

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

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for all students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time have been amended, the selection of text-books and other teaching materials, and the utilization of teaching aids of all kinds.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

B. No Strike

The Association agrees not to strike, not to engage in any work stoppages, and not to picket, any of which of the foregoing in any manner would tend to disrupt the operation of any public school in District 194, or the administrative offices of the Board of Education of District 194.

Section 2. Non-Discrimination

Neither the Association nor the Board shall discriminate against any member of the bar-gaining unit on the basis of race, creed, color, sex, marital status, ethnic background, geographic origin, membership, or non-membership in any teachers' organization. A member of the bargaining unit alleging a violation of this section shall

have the right to invoke the grievance procedure up to and including the Third Step, but such grievance shall not be subject to arbitration.

Section 3. Political Activity

Teachers shall be free to participate in political activity provided such activity does not take place during working hours on school property and provided also that neither school equipment nor staff nor the pupils of the District be involved by the teachers in such activity and provided also that the teacher conduct such activity as a private individual and not as a representative of the Board or the School District or its students.

Section 4. Employee Petitions to Board of Education

Any employee or group of employees shall have the right to submit suggestions to or discuss professional problems with the administration or the Board at any mutually agreeable time without intervention of the Association, provided that such matters for discussion do not constitute matters which are grievable or negotiable under the terms of this Agreement.

Section 5. Association's Right to Meet with Superintendent

The Association President and/or his/her designee and the Superintendent and/or his/her designee shall meet once a month to discuss the implementation of this Agreement.

Section 6. Use of School Facilities and Bulletin Boards

An appropriate space or bulletin board shall be provided in the teachers' lounge of each building for the purpose of posting Association literature. The authorized Association designee shall be the only person allowed to post and remove literature from the Association bulletin board or space.

The Association shall be permitted the use of a school building room for the purpose of holding meetings at reasonable hours provided that, when special custodial services are required, the Board may charge the Association for such services and provided further that such meetings in no way interfere with any aspect of the instructional program or in-service training program. The use of such facilities by the Association shall be cleared with the appropriate administrator.

The Association shall have the right to use the teacher mailboxes and inter-school mail for the dissemination of announcements and other literature. No person, except an Association designee, shall place such Association announcements or other Association literature in the mailboxes or inter-school mail and the sources of such announcements and literature must be clearly designated thereon.

Section 7. Association's Right to Address Faculty

The Association shall have a place at District 194 faculty meetings, institutes, and workshops for the purpose of making brief announcements, provided sufficient notice is given to the administration.

Section 8. Availability of Information

The Board and the Association shall make available to each other, upon request and at no cost, any and all information, statistics, and records of a non-confidential nature which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

The Board will make available to the Association the names, addresses, and phone numbers of newly hired teachers who do not object thereto.

Section 9. Promotional Literature

In all promotional literature it will be stated: "The Steger Education Association, IEA-NEA, is the bargaining agent for the teachers of District 194."

Section 10. Payroll Deductions

Upon receipt of a written authorization from a member of the bargaining unit pursuant to and in compliance with the provisions of Chapter 85, Illinois Revised Statutes, Section 471, et. seq., which authorization may be revoked in writing at any time, the Board agrees to deduct monthly the Steger Education Association dues of such member of the bargaining unit from his/her pay. Copies of all such authorizations and revocations shall be forwarded as soon as practicable by the Board to the Association. All dues collected shall be forwarded to the Association treasurer on a monthly basis. Check stubs will bear a code number with "Dues" printed to indicate the dues deduction, subject to the approval of the township treasurer.

Upon written request of the employee, salary deductions shall also be made for:

1. Credit Union.
2. Tax-sheltered annuity approved by the Board, provided the Board incurs no tax liability therefor.

No new annuity companies may be added to those currently in use by teachers as of January 1, 2009. All annuities will be deducted equally on a twenty-four (24) pay-period basis and the funds so deducted shall be transmitted to the appropriate company no more than ten (10) working days after the employee receives the payroll check showing such deduction. A teacher may change the amount to be so deducted no more frequently than once per school year during the first thirty (30) days. In the case of an emergency, however, a teacher may request one (1) additional change in amount. In no case shall a teacher be entitled to make such a change more than twice in any one (1) school year. A teacher may elect to change from one in-use company to another in-use company on the District approved list.

3. United Way: (Contributions up to ten dollars (\$10.00) will be in one (1) lump sum from the first check in January and contributions of more than ten dollars (\$10.00) will be deducted equally from ten (10) checks starting with the first check in January.)
4. Other qualified professional organizations.

Additional sums will be deducted for income tax upon the request of the employees.

Section 11. FAIR SHARE AGREEMENT

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the Bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. Fair share deductions will occur in equal payments over twenty-four (24) pay periods.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided;
 - a. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and,
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
6. The obligation to pay a fair share will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III

WORKING CONDITIONS

Section 1. Teacher Facilities

Each teacher shall have an assigned room or rooms on a non-exclusive basis and a filing cabinet and a desk. Teachers assigned to more than one building will share a desk and have an assigned filing cabinet in each building.

Section 2. Classroom Security

The administration will notify the teacher if any articles are removed from the teacher's classroom by the administration.

Section 3. Health and Safety

Safe and healthful conditions shall be maintained throughout the District, in accordance with the provisions of applicable law.

Section 4. Professional Courtesy

Teachers and administrators shall at all times treat each other with courtesy and respect.

Section 5. Classroom Interruptions

All teachers and administrators will keep classroom interruptions, including use of the intercom, to a minimum.

Section 6. Assignment of Grades

Teachers shall have the responsibility of assigning grades to students. The administration shall not change any grade without notice to and full discussion with the teacher. If an administrator changes any grade he/she shall initial the change.

Section 7. School Calendar

The school year for all teachers shall consist of one hundred eighty-five (185) days, including institute days.

Although the school calendar must provide one hundred eighty-five (185) days, sufficient holidays will be given to ensure that one hundred eighty (180) teacher attendance days will not be exceeded.

The Association may make recommendations regarding the calendar for the following year prior to April 1 but such recommendations shall be advisory only and not binding on the Board.

Section 8. Teaching Day

The teaching day shall be six and one-half (6 1/2) hours with a forty-five (45)-minute lunch period. The Association agrees that the past practice regarding scheduling of assigned duties after the school day will remain in effect.

The Association agrees that up to two (2) days of evening parent-teacher conferences will be incorporated within the official school calendar within the six and one-half (6 1/2)-hour school day.

Teachers employed for the first time in the District will attend new teacher's meetings. The Association agrees that up to six (6) new teacher's meetings may be scheduled.

Attendance by teachers will be mandatory. Teachers will be paid at a rate of fifteen dollars (\$15.00) per hour for each meeting that they attend.

Each year, the calendar committee shall designate one (1) partial day per trimester to be used as teacher data days. These days shall be as close to the end of the trimester as is possible. Students will be dismissed at 1:00 on these days.

For the 2015-16 school year, the following days have been designated as teacher data days:

November 13

February 26

May 27

Building meetings – The Board shall establish the day of the month and time for after-school building meetings as part of the school calendar. Such meetings shall not last more than one (1) hour past the dismissal of students, unless the employees and the administration mutually agree to extend the time of the meeting. In the event the day of a meeting is changed after the school calendar is established, employee attendance at such rescheduled meeting is not mandatory.

Open House – The Board shall establish the day of each school building's open house, to be held at or near the beginning of the school year, as part of the school calendar. Employees shall be required to attend one open house per year. Employees who are required to attend more than one open house per year shall be compensated for their time spent at such additional open houses. Open houses shall not exceed one and one-half (1 ½) hours in length and employees shall not be required to be in their room prior to the start of the open house. The parties otherwise agree to follow the practices and procedures set forth in the respective school building memoranda for open houses.

Section 9. Teachers' Lounge

The school shall provide a teachers' lounge in each building. The lounge is to be cleaned once daily.

Section 10. Extracurricular Positions

Individual teachers who have positions which provide compensation in addition to the rates provided in the basic compensation schedule will be relieved of them during the school year only for just cause. Teachers may be removed from such positions for the following school year if a written notice with reasons given for removal is provided by May 1. Otherwise, teachers shall retain such positions from year to year.

In the event that there are no qualified volunteers available for staffing any extra-curricular position, the administration may mandate a qualified teacher to fill said position. A teacher in an extracurricular position will notify the Board in writing, on or before April 1, if he/she does not intend to continue in such position during the next school year.

Teachers relieved of extra-duty positions under this Article III, Section 10, shall have the right to invoke the grievance procedure of this Agreement up to and including the Third Step but such grievance shall not be subject to arbitration.

Section 11. Student Teachers

Teachers shall be notified by the District of the number of incoming student teachers. Teachers who are interested in and qualified to supervise the student teachers will submit applications in writing to the administration.

Section 12. Answering Service

The administration will provide an answering service to accept calls from sick teachers reporting their absence before 6:00 a.m. and after school hours.

Section 13. Planning Periods

All full-time middle school teachers shall be given the equivalent of one (1) full period of individual and team planning time each school day and all full-time elementary teachers will be given the equivalent of six (6), thirty (30)-minute planning periods per week. Planning time of 180 minutes for full-time elementary school teachers will be guaranteed for Art, Music and Physical Education. Planning time shall be a minimum of fifteen (15) consecutive minutes. All certified staff will have planning time worked into their schedule (equivalent to plan time given in their building). Planning time for part-time teachers will be pro-rated. Planning periods shall be defined as time spent on pupil-related activities. Whenever a teacher leaves a building he/she shall notify the office. In addition, elementary classroom teachers shall also have planning time when their students are in the library and in computer class.

Section 14. CPDU's

The district shall provide a minimum of twenty-four (24) CPDU's per year, in aggregate, for teachers. The administration shall be responsible for determining the CPDU topics.

Section 15. Class Size

The District, in collaboration with the Association, shall develop and maintain a process and procedures for addressing issues relating to class size.

Section 16. Discipline

Discipline of employees shall be progressive pursuant to the following steps. However, the District reserves the right to bypass steps and impose a level of discipline commensurate with the conduct. In cases where the District determines the need to bypass steps, it shall notify the Association of the reasons for doing so.

1. Verbal counseling – no formal written record maintained.
2. Verbal reprimand – confirmed in writing (not in employee personnel file).
3. Written reprimand – copied to employee personnel file.
4. Suspension – with or without pay.

Discipline that consists of a written reprimand, verbal reprimand or verbal counseling shall be subject to the grievance procedure, but only through Step 3 (Board appeal) and shall not be subject to arbitration. Suspensions, with or without pay, shall be subject to all steps of the grievance procedure, including arbitration.

The Board reserves the right to issue Notices to Remedy and/or to dismiss teachers in accordance with the Illinois School Code and applicable law. Decisions to issue a Notice to Remedy and/or to dismiss a teacher shall not be subject to the grievance procedure.

ARTICLE IV
ACADEMIC FREEDOM

- A. Academic freedom shall be granted to all certified teaching employees, provided, however, that the employees exercise this freedom under the educational program and policy of the Board. All certified teaching employees shall follow the District established curriculum. However, this does not limit the right of the administration to evaluate teachers based on classroom teaching materials and methodology. Both parties recognize that the concept of academic free, although philosophically desirable, is not easily interpreted and therefore both parties agree that this clause is grievable only to the Board level and is non-reviewable.
- B. In the event of adverse criticism by third persons of teaching materials or methods used by the teacher, the following procedures shall be applied in all cases:
1. Objections and complaints regarding the use of any instructional methods or materials must be in writing and submitted to the Superintendent.
 2. Written objections and complaints will be reviewed by an advisory committee composed of three (3) teachers appointed by the Steger Education Association, IEA-NEA, and three (3) members of the administration appointed by the Superintendent. Members of this committee shall be knowledgeable in the field of study to which the method, book, or other instructional material pertains.
 3. After a prompt and careful investigation, the advisory committee shall make a recommendation which shall be communicated to the Board. The Board's decision shall be final.

ARTICLE V

EVALUATION OF TEACHERS AND PERSONNEL FILES

Section 1. Evaluation Cycle

A. Non-Tenured Teachers

1. A probationary teacher shall formally be evaluated up to three (3) times during each probationary year, provided that there shall be one evaluation in each of the first two trimesters, and that all evaluations shall be completed by the end of the second trimester. There shall be a minimum of ten (10) school days between the post-observation conference for one evaluation and the next evaluation observation.

Exceptions to this are as follows:

- a. The probationary teachers assigned to more than one (1) building will be evaluated at least once at each building.
- b. The number of formal evaluations for teachers employed after the start of the school year shall be pro-rated for that year as follows:
 - (1) Teachers employed on or after October 15—two (2) times.
 - (2) Teachers employed after Christmas vacation—there is no requirement for evaluation each trimester.

2. Part-Time Non-Tenured Teachers

Those employed for less than two (2) years will be evaluated up to three (3) times yearly. Those employed for two (2) or more years consecutively during this term of employment will be evaluated one (1) time yearly.

B. Tenured Teachers

Each teacher in contractual continued service will be evaluated at least one (1) time in the course of every two (2) school years. Evaluations of tenured teachers in a year other than their regularly scheduled year will be based on administrative concerns about the teacher's performance, and will not be undertaken arbitrarily or capriciously.

Section 2. Time Lines

- A. Within six (6) weeks after the beginning of each school term the building principal or immediate supervisor shall acquaint each teacher under his/her supervision with teacher evaluation procedures, standards, and instruments, and advise each teacher as to who shall observe and evaluate his/her performance. Teachers serving more than one (1) building need be acquainted only by their home building principal. A teacher newly employed or a teacher reassigned after the beginning of the school term shall be notified by his/her building principal or his/her designee (who shall be an administrator) of the evaluation procedures in

effect. Such notification shall be within six (6) weeks of the first date in a new assignment. Evaluation procedures, standards, and instruments shall be uniform throughout the District.

- B. The evaluation process for tenured teachers will be completed by May 15. Failure to strictly comply with the time requirement contained in this evaluation process shall not invalidate the evaluation.

Section 3. Steps

- A. Formal evaluation of all teacher duties and responsibilities shall be conducted with the full knowledge of the teacher (by an administrator certified for such and trained for such by the I.S.B.E.).
- B. Those responsible for evaluation of classroom teachers shall evaluate each teacher formally in writing.
 - 1. Pre and Post Conferences are required.
 - 2. Each formal written evaluation shall be preceded by at least one (1) classroom observation of at least thirty (30) consecutive minutes.
 - 3. A copy of each formal written evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator within ten (10) school days following the classroom observation. A copy signed by both parties shall be retained by the teacher.
 - 4. If the teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may, within ten (10) school days following the conference referred to in section 3, B (2) of this article, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. A copy signed by both parties shall be retained by the teacher.
 - 5. All PERA guidelines will be adhered to in accordance with ISBE Article 24A and 34 of the school code.
- C. The evaluator will offer the teacher written suggestions to help him/her improve the quality of teaching and to eliminate difficulties noted in the evaluation, if possible. The teacher will report in writing to the evaluator within ten (10) school days what he/she is doing in line with the recommendations. The evaluator shall revisit the teacher to determine if recommendations as given are being followed and difficulties are being eliminated and if corrective measures, as reported by the teacher, are being implemented. Submission of such written report by the teacher shall not be construed as agreement by the teacher that the alleged difficulties exist.
- D. The evaluator will rate the teacher's performance as "excellent", "proficient", "needs improvement", and "unsatisfactory".
- E. A copy of the evaluation will be put in the teacher's official file.

Section 4. Remediation Plan For Tenured Teachers

- A. Within thirty (30) days after the completion of an evaluation rating a tenured teacher as "unsatisfactory," a remediation plan will be developed and implemented pursuant to the requirements of the School Code.
- B. The consulting teacher shall be paid at the internal substitution rate (pro-rated) for any related assignments completed during his/her planning periods, or during his/her lunch periods, if the consulting teacher agrees.
- C. If the consulting teacher becomes unavailable during the course of a Remediation Plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The Remediation Plan may be amended upon consultation with the new consulting teacher.
- D. Nothing in this section shall be construed as preventing immediate dismissal of a teacher for deficiencies which are deemed irremediable. Failure to strictly comply with the time requirements contained in this Evaluation Process shall not invalidate the results of the Remediation Plan.

Section 5. Personnel Files

- A. Only one (1) official file shall be kept for teachers. It shall be at the administration office and shall contain all employment-related material. Copies of building-related material may be maintained at the building(s) to which the teacher is assigned.

No material derogatory of a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copies to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. In the event the teacher refuses to sign the copies to be filed, a notation to that effect should be placed in the files by the appropriate administrative officer. The teacher shall have the right to answer any derogatory material placed in his/her files and his/her answer shall be attached to the file copies.

- B. Upon appropriate request by the teacher and in the presence of a designated school employee, he/she shall be permitted to inspect, copy, or reproduce anything in his/her file except the following:

Credentials provided by teacher placement offices and letters of recommendation or other like matters of a confidential nature.

- C. The official file in the administration office, prior to a teacher receiving a paycheck, must include the following items:
 - 1. The latest official transcript.
 - 2. Teacher's certificates properly registered.
 - 3. Necessary references and documents as requested in writing at the time of hiring.
 - 4. Up-to-date chest x-ray report or tuberculin test.

5. Health examination for all new personnel and other teachers as requested in writing by the Board (School Code, Section 24-5, page 150).
6. W-4 form and IL-W-4 form.

ARTICLE VI

TEACHER ASSIGNMENT, TRANSFER, SENIORITY AND REDUCTION IN STAFF

Section 1. Teacher Assignment and Transfer

Teachers who notify the Board in writing by March 15 of their intent to return to the District shall be notified in writing by the end of the school term of their tentative teaching assignment for the following year. Such information shall include: building assignment, grade level, and/or subject area(s). Such assignment, being tentative, is subject to change.

Teacher requests for transfer for the following school year shall be submitted in writing to the administration no later than March 1. Transfers will be made only if they are in the best interest of the welfare of the students and the community and only if they are not disruptive to the instructional program. All transfers must be convenient and practical for scheduling purposes, in the best interest of the total school program and administrative efficiency as judged by the Board and/or administration, whose determination shall be final and not subject to the grievance procedure beyond the Board level.

Section 2. Seniority

District seniority is defined as the length of continuous teaching service in the District. "Continuous teaching service" is not broken during Board-approved leaves of absence; however, a teacher taking an unpaid leave shall not accrue seniority during such unpaid leave. Employment as a part-time tenured teacher in the District shall be prorated accordingly when calculating seniority credit.

In the case of a seniority tie between tenured teachers, any previous, contiguous service in the District (both full-time and part-time) not counted toward tenure, shall be used to break the tie.

Section 3. Notification of Seniority

A District seniority list shall be developed annually in accordance with provisions of applicable law.

Section 4. Notification of Vacancies

All vacancies in District teaching positions shall be posted on the official bulletin board of each school. Teachers interested in such positions shall submit their applications in writing to the Superintendent or his/her designee.

A member of the bargaining unit alleging a violation of this section shall have the right to invoke the grievance procedure up to and including the Third Step, but such grievance shall not be subject to arbitration.

ARTICLE VII

LEAVES

Section 1. Sick Leave

Full-time teachers may have sick leave of not less than twelve (12) days at full pay during the school term each year. Sick leave will be pro-rated for those certified personnel on less than full time. Sick leave may accumulate without limit and returning teachers shall be notified of the number of accumulated sick days with the first September paycheck.

Sick leave may be taken in one (1) hour increments. Calculation of sick leave usage shall be made to the nearest hour in the case of a part-day absence.

- B. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness in the immediate family or household. ("Immediate family" for teachers' sick leave purposes is parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. "Household" includes all persons residing therein.) Absence due to injury incurred in the course of a teacher's employment shall not be charged against the sick leave days. Said teacher will not lose regular pay; but there will be deducted therefrom any amount received by the teacher in the form of Workmen's Compensation, whether in the form of temporary or permanent total disability, but such payment will in no event continue for more than a total of one hundred eighty-one (181) teacher attendance days.
- C. An "All Personnel Absence Report," as furnished by the District, must be completed for each absence and failure to do so will result in loss of pay.
- D. Incentive for Reduction of Sick Leave Use

Teachers who are able to minimize the use of sick leave shall annually receive a financial incentive to be allocated toward the purchase of classroom materials in accordance with the following schedule:

| <u>Sick Days Used Per Year</u> | <u>Incentive</u> |
|--------------------------------|------------------|
| 0 | 3.5 x Sub Pay |
| 1 | 3.0 x Sub Pay |
| 2 | 2.5 x Sub Pay |
| 3 | 2.0 x Sub Pay |
| 4 | 1.5 x Sub Pay |
| 5 | 1.0 x Sub Pay |
| 6 | 0.5 x Sub Pay |

Past practice regarding the counting of 2 days shall continue.

Section 2. Military Leave

Military leave shall be provided and administered as required by state and federal law.

Teachers taking a draft board physical examination shall be granted sick leave for that purpose.

Section 3. Family Illness

A leave of absence from the School District without pay or increment up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Upon return the teacher will be placed on the compensation schedule at the level he/she was on at the time leave of absence was granted unless the teacher has been dismissed in accordance with the provisions of the School Code of Illinois.

Section 4. Public Service Leave

Leaves without pay shall be granted to serve in public office for the length of term of office. Upon return from such leave a teacher will be placed on the compensation schedule at a level no lower than that which he/she enjoyed at the time such leave was granted unless the teacher has been dismissed in accordance with the provisions of the School Code of Illinois.

Section 5. Professional Leave

Certified teaching personnel may be granted leave, upon approval of the Superintendent or his/her designee, with the authorization from the Board, to attend, without loss of salary, conferences, meetings, workshops, and other professional meetings which, in the judgment of the Superintendent, are beneficial or related to the work of the schools. Allowance for travel and expenses must be pre-approved by the Superintendent or his/her designee.

Section 6. Birth/Adoption Leave

A. Birth/adoption leave from the District, without pay, shall be granted by the Board to any teacher as provided below. All such requests shall be accompanied by a certificate of pregnancy signed by a licensed physician, which certificate shall include the expected date of delivery. Application for such leave shall be made in writing by the end of the fourth (4th) month of pregnancy, and leave shall commence and end at a time agreed upon by the physician, the Board, and the teacher.

B. Teachers with tenure may take a sick leave commencing on the work days immediately following birth for the amount of their total sick days not to exceed 30 days (unless they have more than 30 days saved up and the physician documents a longer sick leave is necessary). After completion of the sick leave the tenured teacher may use their Family Medical Leave Act (FMLA) leave and then may be granted a leave without pay for a maximum of one (1) additional school year upon written request from the teacher.

Non-tenured teachers may take a sick leave commencing on the work days immediately following birth for the amount of their total sick days not to exceed 30 days (unless they have more than 30 days saved up and the physician documents a longer sick leave is necessary). After completion of the sick leave the non-tenured teacher may use their Family Medical Leave Act (FMLA) leave and then they may be granted a leave without pay for a maximum of the

remainder of the current school year. An additional year of leave will not be afforded to the non-tenured teacher.

- C. A teacher returning from birth/adoption leave will be assigned to a position for which she/he is qualified unless the teacher has been dismissed in accordance with the provisions of the School Code of Illinois.

Upon expiration of such leave the employee shall provide the Board, before resumption of her/his duties, a certificate of physical fitness based upon a complete physical examination given by a licensed physician. Upon resuming teaching duties following birth/adoption leave the teacher shall be placed on the compensation schedule at a step not lower than that to which she/he was entitled at the time leave was granted.

- D. Teachers who plan to adopt a child or place a child for adoption shall have the same rights to leave and the use of sick leave as set forth above. For purposes of the use of sick leave for adoption or placement of a child for adoption, the teacher shall present evidence to the District that the formal adoption process is underway.
- E. A teacher may choose to take a leave without pay at anytime and not use their sick leave if they should so choose.

Section 7. Personal Leave

- A. Each full-time teacher shall be entitled to *four (4)* personal days leave each year without loss of pay.
- B. Personal leave will neither be granted during the first or last week of school, nor the day before or the day after vacation or legal holidays, unless approved by the Superintendent. The Superintendent has the right to receive written information explaining the grounds for the request. The decision of the Superintendent concerning personal leave in Article VII, Section 7, Paragraph B only, will not be arbitrable.
- C. Unused personal leave shall carry over from one year to the next up to a maximum accumulation of six (6) days. One week advance notice shall be provided to the Superintendent in the event a teacher seeks to use three (3) or more personal days consecutively, up to a maximum of six (6), except in an emergency in which case the Superintendent has the right to receive written information explaining the emergency. Unused personal leave days shall automatically carry over until the maximum accumulation of six (6) days is reached unless the teacher notifies the District by June 30 that he/she wishes to convert them to sick leave days. Earned but unused personal leave days in excess of six (6) shall automatically convert to sick leave days.

Section 8. Association Business Leave

Two (2) delegates to the annual convention of the Illinois Education Association-NEA, without loss of pay, are authorized by the Board, providing all expenses for the delegate to said convention are borne by the Steger Education Association, including reimbursing District 194 for substitute pay.

Section 9. Jury Duty Leave

Teachers called for jury duty are expected to serve unless disqualified and will not lose regular pay but must pay to the District all monies received for such service, exclusive of payment for transportation.

Section 10. Superintendent Leave

The Superintendent has the unilateral right to grant or deny leaves, paid or not paid, that are not listed in this Agreement. Article VII, Section 10 is not subject to arbitration.

ARTICLE VIII
GRIEVANCE PROCEDURES

Section 1. Definition

A grievance is defined as, and limited to, a written complaint by a teacher, a group of teachers, or the Association alleging that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. The term “working days” as used throughout the grievance procedure shall refer to days when school is in session.

Section 2. Presentation of Grievance

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

Section 3. General Provisions

- A. All grievances must be presented promptly and in no event any later than fifteen (15) working days from the date of the condition or action giving rise to the complaint.
- B. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.
- C. The grievance shall be presented to the immediate supervisor involved, in triplicate, and signed and dated by the grievant.
- D. By agreement of the grievant and the Superintendent, the grievance will be filed with the Superintendent or the Board instead of with the immediate supervisor in any appropriate case. Grievances challenging Board action shall be filed initially with the Superintendent. Class action grievances affecting more than one building shall also be filed initially with the Superintendent.
- E. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- F. The time limits set forth in this article may be extended by mutual written agreement.

If the appropriate Board representative should fail to respond to a grievance within the time limits set forth in this article, the grievant may appeal the grievance to the next step within the time limits set forth for such appeal.

- G. Proceedings held under this article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Section 4. Procedure for Adjustment of Grievances

A. Informal Conference

1. A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally.
2. In the event the matter is resolved informally and an Association representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the president or the Association or his/her designee of the adjustment.

B. Formal Procedure

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

Agreement have been violated, misinterpreted, or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be binding upon the parties. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association.

ARTICLE IX
EDUCATIONAL ADVANCEMENT

Section 1. Curriculum Development – Teacher Input

The Board and the Association affirm the need for and value of participation of the teaching staff in developing recommendations concerning curriculum and/or instructional areas to be studied. Curriculum design for District 194, which includes input from various parts of the school community, will be the source of the initial recommendations from the Superintendent or his/her designee. Teachers may submit recommendations concerning curriculum and/or instructional areas to be studied by the Curriculum Council, but such recommendations are advisory only and not binding on the Administration. The Council shall consist of the Curriculum Director, Department Chairs, and Grade Level Chairs.

The Board and the Association agree that the total professional staff should demonstrate a willingness to serve on committees for development of curriculum and other professional areas by volunteering their services to contribute to the advancement of the school system.

All recommendations, based upon the educational expertise of committee members, will be advisory only. Decisions regarding action on the recommendations will be made by the Board whose determination in all cases shall be final, non-grievable, non-arbitrable, and non-reviewable.

Section 2. Curriculum Materials

The teachers of each school shall be consulted on types and amounts of instructional materials ordered for that school.

ARTICLE X

SALARIES, WAGES AND FRINGE BENEFITS

Section 1. Hospitalization and Major Medical Insurance

- A. The Board's contribution toward the hospitalization and major medical insurance premium for teachers whose only group coverage is in a District 194 plan will be as follows:

Effective 10/1/15: \$430/month for single coverage
 \$550/month for employee plus spouse, or employee plus
 child/children coverage
 \$625/month for family coverage

Future increases in the Board's contribution, if any, will become effective on the policy anniversary date (October 1).

An insurance committee consisting of SEA members and Administration shall be formed to review current insurance coverage, and to collaborate and make recommendations to the Board of Education for future changes and improvements to the insurance offered by the district.

Section 1 of this article shall be re-opened in the spring of 2016 to bargain and implement changes recommended by this committee.

For a teacher who is covered under another employer-provided group medical insurance plan, or one whose family is covered under another employer-provided group medical insurance plan in the case of dependency coverage, and who elects to also have coverage through a District 194 medical insurance plan, the Board's contribution shall be limited to fifty percent (50%) of the actual amount of Board contribution toward the single insurance option elected by the teacher or limited to seventy-five (75%) of the actual amount of Board contribution toward the dependency insurance option elected by the teacher. The limitations in this paragraph shall not apply to teachers who have previously elected to have insurance through both a District 194 medical insurance plan and another employer-provided group medical insurance plan so long as said teacher provides evidence of this "double insurance".

B. Dental Group

At the earliest time possible and when sufficient level of participation, as determined by the carrier, has been achieved, an employees' dental group shall be established. Dental insurance shall be purchased at employee expense.

The Board will maintain a sixty thousand dollar (\$60,000) term life insurance group policy on all full-time members of the bargaining unit. The amount of term life insurance will be pro-rated for those teachers on less than full time. Additional life insurance may be purchased by employees at the group rate.

Section 3. Summer School Employees

Teachers will be notified of anticipated opportunities for summer employment in the District as soon as the Board has reached a decision to hold summer school. Summer school classes shall be held in an air conditioned building when available.

All teachers shall be paid for their professional services in the summer at an hourly rate of twenty dollars (\$20.00). If the Board decides to run summer school and a grant funded summer program (e.g., Summer Bridges) in the same summer, all teachers shall be paid for their professional services that summer at the hourly rate specified for the grant funded program or at twenty dollars (\$20.00) per hour whichever is greater, regardless of whether they are teaching in the regular summer school program or the grant funded program. Written agreements shall be issued for employment of staff.

A member of the bargaining unit alleging a violation of this section shall have the right to invoke the grievance procedure up to and including the third step, but such grievance shall not be subject to arbitration.

Section 4. Salary and Dates, Distribution and Formula

- A. Regular teachers will receive their paychecks on alternate Fridays or the nearest school day thereto. The first check will be given on the second Friday of attendance. Payment will be made in twenty-six (26) equal installments. This decision is subject to the approval of the Township Treasurer.
- B. Teachers' paychecks will be sent to their assigned buildings in sealed envelopes. Effective at the beginning of the 1996-1997 school term, the Board shall offer teachers the option of having direct deposit of paychecks to the financial institution of the teacher's choice. Election of such option shall be voluntary on the part of the teacher and may be changed no more than once a year. Effective with the first payroll period during the summer of 1997, for teachers who do not pick up their summer paychecks, the Board will mail paychecks to the homes of teachers who do not elect the direct deposit option, but the Board will not mail checks directly to the teacher's bank. Effective at the beginning of the 1997-1998 school term for teachers who have not elected the direct deposit option, paychecks shall only be available for teachers to pick up at the school where the teacher starts the day on pay day.
- C. Teachers whose resignations are accepted during the school year shall be paid for the period of actual employment. The amount due the teacher shall be paid as soon after termination of employment as is possible. The formula for arriving at a regularly-employed teacher's daily wage shall be the contract wage divided by one hundred eighty-five (185).
- D. Social Workers employed at the District shall be paid for a seven and one-half (7.5) hour day and their pay will be based upon a 186-day work year. The extra time per day and the extra days per year will be paid at their per diem rate. Speech Pathologists employed at the District, and who were so employed as of the 2004-2005 school year, shall be paid for a seven (7) hour day with the extra time per day paid at their per diem rate. With respect to Speech Pathologists hired after the 2004-2005 school year, the Board will review the need for additional hours per day and days per year and reserves the right to alter those requirements for those hired after the 2004-2005 school year. Social Workers shall be paid at the MA+30 level on the Salary Schedule.

Section 5. Physical Examinations

The Board shall require of new employees evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a physician licensed to Illinois or any other state to practice medicine and surgery in all its branches not more than ninety (90) days preceding time of presentation to the Board and the cost of such examination shall rest with the employee. (Section 24-5, School Code of Illinois.)

Thereafter in such cases where the health of a staff member may be in question the Board, through the Superintendent, may require an examination by a local physician selected by the Board at the School District's expense.

Section 6. Mileage Allowance

Teachers who are required to use their automobiles in servicing more than one (1) building during the school day are to be reimbursed on a mileage basis at the rate allowed by IRS on the first day of the school term.

Section 7. Extracurricular Activity

Salaries in excess of the schedule shall be paid for special activities beyond the teaching day. The recognized special activities are:

| | <u>Eff. 2015-2019</u> |
|---|-----------------------|
| A. Middle School Speech and Drama. | \$766 |
| B. Play/Musical. (Per Play/Musical - paid up to two people and to be split if more than two) | \$1,897 |
| C. Sponsor of Cheerleaders. | \$1,331 |
| D. Coaching of Interscholastic Athletics, 7 th and 8 th Grades | |
| Track4 coaches @ | \$1,200 each |
| Cross County.2 coaches @ | \$965 each |
| Volleyball 4 coaches @ | \$2,131each |
| Basketball4 coaches @ | \$2,131each |
| Baseball 2 coaches @ | \$2,131 |
| Softball 2 coaches @ | \$2,131 |
| E. Coaching of Intramurals and Interscholastic Athletics, 4 th and 5 th Grades | \$3,793 |
| F. Coaching of Intramurals, Middle School | \$1,797 |

Eff. 2015-2019

| | | | |
|----|---|---------|----------|
| G. | Newspaper Sponsor, Middle School | \$1,198 | |
| H. | Yearbook Sponsor, Middle School | \$1,198 | |
| I. | Department Chairman, Middle School Less than 6 members | \$1,228 | |
| | 6 or more members | \$1,295 | |
| J. | Middle School Student Council Sponsor (up to two people with full stipend for each) | \$2,200 | |
| K. | Snowflake | \$732 | |
| L. | Young Authors | \$167 | |
| M. | Rainbows | \$550 | |
| N. | Art Club (per building). | \$732 | |
| O. | Elementary Student Council Sponsor. | \$605 | |
| P. | After School Band | \$732 | |
| Q. | Grade Level Chairs (K-6) | \$1,295 | |
| R. | After School Choir (6 th , 7 th and 8 th grades). | \$726 | |
| S. | Jazz Band (plus \$120 additional for graduation performance) | \$726 | |
| T. | School Improvement Team (with 2 payments annually each in one-half the amount of the stipend) | \$605 | |
| U. | Spanish Club | \$732 | |
| V. | Student Assistance Program (S.A.P.) | | \$1,210 |
| W. | NJHS, Middle School | | \$2,200 |
| X. | Chess Club Sponsor | | \$1,750 |
| Y. | CC Summer Sports Camp Director (max 3 hours/day and 10 days for a max payment of \$600) | | \$20/hr. |
| Z. | Athletic Director | | \$1,295 |

| | |
|---|----------|
| AA. PBIS External Coach | \$1,295 |
| BB. Saturday School Supervision | \$20/hr. |
| CC. Supervision of Away Games per night/day | \$41.25 |
| DD. Technology Club Sponsor | \$732 |
| EE. After School Tutoring | \$20/hr. |
| FF. Summer Band (incoming 6 th graders and new students) | \$20/hr. |
| GG. Breakfast Supervision (one person for ½ hour; one person for 20 minutes) | \$20/hr. |
| HH. CC Team Leader | \$1,295 |
| II. PBIS Universal Team Member | \$605 |
| JJ. Teacher Mentors | \$20/hr. |

There is no guarantee that the Board will continue any extra-duty position during the term of the Agreement. The Board's decision to discontinue any extra curricular position is not arbitrable.

This payment shall be made within one (1) month after evidence of attendance (time sheet verification) is supplied to the Superintendent's office and evidence of completion and acceptance from the Board is furnished.

Section 8. Credit and Advancement on Compensation Schedule

A. Advancement on Compensation Schedule—Vertical

The annual increments indicated on the compensation schedule are not automatic but are for superior teaching service, contributions to the advancement of the school system, development of teaching methods and procedures, and increased professional stature.

When such services, actions, growth, and performance, as mentioned, of any teacher are not satisfactory, there shall be no obligation on the part of the Board to comply with or pay the increment involved for the next succeeding year or years.

B. Advancement on Compensation Schedule—Horizontal

1. Attaining an M.A. Degree

Persons receiving a Master's degree will be placed on the M.A. degree lane of the compensation schedule, provided official transcripts for said degree shall be received in the Superintendent's office by October 1 of the school year. Work must be completed in an approved institute of higher learning. Work taken must be in an area approved by the administration.

When enrolling in a degree program, cohort, or certificate program teachers may submit their request to the Superintendent to get approval for the entire program, not class by class. Every semester the teacher will be expected to submit notification of their semester classes that are part of the degree program, cohort, or certificate program. If teacher is a student at large then individual classes will need to be submitted to the Superintendent for approval on a semester to semester basis.

Any level course whether it be Bachelor or Master's degree that is job related will be approved.

2. Work Towards Advancement on Compensation Schedule

- a. Certified transcripts for appropriate credit must be received in the Superintendent's office by October 1 of the school year. Work to be credited on the compensation schedule for a given school year must have been completed by September 1.

Work completed after September 1 will be reflected in the salary of the following school year. All work must be completed in an accredited university at the graduate level and in subject areas approved by the Superintendent. Any undergraduate courses must have the specific approval of the Superintendent.

- b. Tuition Reimbursement: On or before October 1 or February 1, teachers employed in District 194, during the entire previous school year, may submit a request for reimbursement for courses completed during the previous school year to a maximum of eighteen (18) semester hours per year. To be eligible for reimbursement, the courses and the accredited university must have been approved in writing by the Superintendent prior to the beginning of the course, and the teacher must submit to the Superintendent, on or before October 1 or February 1, receipted evidence of tuition paid and a transcript attesting to the successful completion of the course. Reimbursement for course work will be made two times per year, once in October for submissions made on or before October 1 and once in February for submissions made after October 1 but before February 1. Reimbursement will be made on the basis of actual tuition paid up to a maximum charge of one hundred percent (100%) of the semester-hour cost for graduate level courses at Governors State University plus forty dollars (\$40.00) per course toward the cost of textbooks and instructional related fees. However, the Board will not reimburse for tuition furnished or paid by others whether in the form of gifts, grants, scholarships, fellowships, subsidies, etc., or if the teacher has been granted Sabbatical Leave, except that if the grant, etc., is less than fifty percent (50%) of the semester-hour cost as aforesaid, the difference between the grant, etc., and the fifty percent (50%) of the semester-hour cost will be reimbursed by the Board. This Section shall not apply to teachers who voluntarily leave the employ of the District prior to receiving said reimbursement.

The Board shall limit the amount of payments for tuition reimbursement to \$80,000 per school year.

If a teacher leaves the District after receiving tuition reimbursement, the teacher shall repay the District for the amount of the reimbursement based on the following formula:

One (1) year after receiving tuition reimbursement: 100% of reimbursement paid back to the district

Two (2) years after receiving tuition reimbursement: 75% of reimbursement paid back to the district

Three (3) years after receiving tuition reimbursement: 50% of reimbursement paid back to the district

Four (4) years after receiving tuition reimbursement: 25% of reimbursement paid back to the district

D. Reimbursement for Workshops, Committees, and In-Service

1. Teachers who serve on Professional Development Committees shall receive fifteen dollars (\$15.00) per hour for attendance (time sheet verification), provided evidence of attendance and completion is furnished the administration. A member must have been in attendance seventy-five percent (75%) of the time the committee met to qualify for any reimbursement. This payment does not pertain or apply to the pre-school workshop, institutes, non-credit seminars, released time days, etc.

Prior to payment to the Professional Development Committee members, the following must have been completed and accepted:

- a. Completion of all assigned tasks.
- b. Preliminary report of committee work to the Superintendent.
- c. Final report of committee work to Board.

This payment shall be made within one (1) month after evidence of attendance (time sheet verification) is supplied to the Superintendent's office and evidence of completion and acceptance from the Board is furnished.

2. Teachers will be required to attend up to six grade level meetings, if mutually agreed upon. The meetings shall be meaningful and relevant to the teachers. The Grade Level Chair and Curriculum Director shall mutually agree on the months for said meetings, and the Grade Level Chair shall set the meeting dates. Teachers attending, including the Grade Level Chairs, shall be paid at the rate of fifteen dollars (\$15.00) per hour. Additional meetings will be compensated at fifteen dollars (\$15.00) per hour. To receive compensation, the meeting must occur outside the normal school day. Department meetings at the Middle School level shall be compensated at the rate of fifteen dollars (\$15.00) per hour, when the meeting is conducted outside the regular school hours.
3. Teachers who teach workshops shall receive twenty dollars (\$20.00) per hour for each hour of preparation and teaching time. Preparation time shall be equal to the length of the workshop for purposes of this paragraph. For example, a teacher teaching a three hour workshop shall be compensated at twenty dollars (\$20.00) per hour for a total of six hours (3 hour workshop and 3 hours prep time).

A stipend committee consisting of SEA members and administration shall be formed for the 2015-16 school year and shall meet monthly to review all stipends for extra-curricular activities. Section 7 of this article shall be re-opened in the spring of 2016 to bargain and implement changes recommended by this committee.

Section 9. Compensation for Supervision of In-Building Suspension, Supervision of Weekend Science Fairs, Band and Speech Contests, and Supervision of Spectators at Athletic Contests.

- A. Compensation for supervision of in-building suspensions shall be at the same rate paid for noon-duty supervision.
- B. Compensation for supervision of weekend Science Fairs shall be at a rate of one hundred ten dollars (\$110.00) per day for Regional Science Fair and one hundred thirty-eight dollars (\$138.00) per day for State Science Fair.
- C. Compensation for supervision of spectators at athletic contests shall be at a rate of twenty-seven dollars and fifty cents (\$27.50) per evening.
- D. Compensation for Speech Coaches and the Band Director shall be at the rate one hundred and ten dollars (\$110.00) per day or the daily sub rate, whichever is higher, for work on a Saturday, Sunday, or holiday.
- E. None of the above and foregoing positions contained in Paragraphs A through D of this Section 9 is subject to the provisions of Article VI, Section 4, "Notification of Vacancies." In all cases the administration shall be exclusively responsible for assigning the personnel to the above and foregoing positions as contained in Paragraphs A through D of this Section 9 provided, however, that teachers shall not be required to serve as supervisors of spectators at athletic contests or supervisors of in-building suspensions; but they shall be required to serve as supervisors of Science Fairs in each case where the students are those of the assigned teacher or in cases where the number of students involved is too large, in the opinion of the administration, for one teacher to supervise or in the case where one supervisor, in the opinion of the administration, is necessary to supervise boys and another is necessary to supervise girls.

ARTICLE X, SECTION 10

3% increase to the base salary for 2015-16 school year.

The base salary shall be used for new hires and initial placements only BA9 and MA30 lanes are dropped

- Year 1 (2015-16)
 - 3% increase to 2014-15 salary
- Year 2 (2016-17)
 - 2% increase to 2015-16 salary
- Year 3 (2017-18)
 - 1.5% + ½ CPI increase to 2016-17 salary
 - CPI number released in December 2016
- Year 4 (2018-19)
 - CPI number released in December 2017
 - Minimum 1.5% increase; Maximum 4% increase

Salary increases shall be paid based on the CPI from the previous December. (Example: CPI from December 2015 will be used to determine salary increases for the 2016-17 school year.)

Salary increases based on CPI as described above are as follows:

| | | | | |
|-----|------|-----|------|----------|
| BA | BA15 | MA | MA15 | |
| 85% | 90% | 95% | 100% | % of CPI |

Starting Salary Schedule

| STEP | BA | BA +15 | MA | MA +15 |
|-------------|-----------|---------------|-----------|---------------|
| 0 | 38,033 | 38,881 | 39,729 | 40,578 |
| 1 | 38,584 | 39,444 | 40,689 | 41,558 |
| 2 | 39,143 | 40,017 | 41,476 | 42,361 |
| 3 | 39,711 | 40,595 | 42,276 | 43,180 |
| 4 | 40,285 | 41,185 | 42,889 | 43,806 |

Section 11. Noon-Duty Supervision

1. Teachers may volunteer for noon-duty supervision during their lunch and/or their general planning periods. In the event that a sufficient number of teachers acceptable to the administration is not available on a volunteer basis for such duty, teachers may be required to perform noon-duty supervision. Noon-duty supervision performed under the provisions of this Section of this Agreement shall be compensated at the rate Twenty dollars (\$20.00) per hour (\$15.00 per 45 minute lunch period).
2. Teachers who volunteer to perform noon-duty supervision in lieu of taking their regular lunch period shall be compensated therefor at the rate of twenty dollars (\$20.00) per hour (\$15.00 per 45 minute lunch period); and although teachers so volunteering may have their lunch during the period they are performing such noon-duty supervision, if conditions permit, it is understood and agreed that the performance of their duties takes precedence over their having lunch during that period. Compensation for such duty is dependent upon verification by time sheet.
3. A total of two (2) teachers will be assigned to noon-duty supervision at the Middle School for each of the three (3) class periods involved.
4. In the event that any teacher who is regularly assigned to noon-duty supervision is absent, a substitute will be assigned from a reserve list compiled by the administration in advance for that purpose; and such substitute will be paid at the said rate of twenty dollars (\$20.00) per hour (\$15.00 per 45 minute lunch period).

Section 12. Internal Substitution

Internal substitution pay shall be twenty-two dollars and ninety-four cents (\$22.94) per hour for the first ten (10) periods, twenty-four dollars and seventy-one cents (\$24.71) per hour for the 11th through 25th periods, and twenty-eight dollars and twenty-four cents (\$28.24) per hour for the 26th and succeeding periods. Except as provided in Article X, Section 11, Paragraph 4, if qualified volunteers who are acceptable to the administration are not available, teachers will be required to perform internal substitution at the above-stated pay. Internal substitution at the elementary schools shall be limited to the computer classes and library. If no substitute teacher is available for the computer classes or library at the elementary schools, the elementary teachers may either stay with their class during the computer class and/or library and be paid at the rate for internal subs, or obtain another teacher to internally sub for them who shall be paid at the rate for internal subs.

Section 13. Detention Supervisor

Detention supervision at Middle High School shall be compensated at the rate of twenty dollars (\$20.00) per hour, or twenty-eight dollars and thirty-three cents (\$28.33) based on eighty-five (85) minutes per day worked.

If qualified volunteers who are acceptable to the administration are not available, teachers may be required to perform supervision at the above-stated pay.

Section 14. End of Career Bonus and Retirement Incentives

The Board offers teachers retiring from District 194 a retirement incentive and an end of career bonus as follows:

1. For teachers retiring between the ages of 55 and 59 who retire under the Early Retirement Option Program offered by TRS, the Board shall pick up and pay, on the teacher's behalf, the following amounts otherwise payable by the teacher:

- \$ 10 years service in the District = Board pays 7%
- \$ 15 years service in the District = Board pays 9.5%
- \$ 20 or more years service in the District = Board pays 11.5%

It is the parties' intention to qualify all such payments picked up and paid by the Board on the teacher's behalf as employer payments pursuant to section 414(h) of the Internal Revenue Code of 1986, as amended. The teacher shall have no right or claim to the funds so remitted except as they may subsequently become available, upon retirement or resignation, from TRS. The teacher does not have the option of choosing to receive the contributed amounts directly instead of having those contributions paid by the Board to TRS.

2. For teachers who are not eligible, at the time of their retirement, for participation in the Early Retirement Option Program offered by TRS, and for teachers who choose to waive ERO benefits under TRS, the Board shall increase the teacher's final year's creditable compensation by six percent (6%) over the teacher's prior year's reportable income. In addition, for teachers eligible under this provision, the Board shall pay an end-of-career severance payment as follows:

- \$ 10 years service in the District = 10% of reportable salary in year prior to retirement
- \$ 15 years service in the District = 12% of reportable salary in year prior to retirement
- \$ 20 or more years service in the District = 16% of reportable salary in year prior to retirement

The end-of-career severance payment shall be paid within 15 days of the teacher's last day of work for the District or the teacher's receipt of his/her final regular paycheck from the District, whichever is later.

For purposes of this Section 14 only, the years worked by a teacher as a substitute in the District shall count toward his/her years of service in the District. Additionally, for purposes of this Section 14 only, partial years over one-half of a year shall count as one full year of service in the District.

In order to qualify for the incentive set forth above, a teacher must submit his/her resignation, specifying retirement date, no later than the last day of school preceding the Thanksgiving holiday.

Section 14: End of Career Bonus and Retirement Incentives

This article remains in effect during the life of the proposed contract

3. The Steger School District 194 Retirement Incentive Program shall be available to full-time teachers who qualify for retirement under the Illinois Teacher Retirement System without cost or penalty to the Board of Education and notify the Board of Education of their intent to retire within the lifetime of the incentive program by submitting a written irrevocable notice of retirement and resignation. The program will sunset August 15, 2019.

A. Employee Eligibility

To be eligible for the Steger School District 194 Retirement Incentive Program, the full-time certified employee must:

1. Have served satisfactorily as a full-time certified employee with District #194 immediately preceding retirement. The employee must be a participant in the Illinois Teacher Retirement System.
2. Give retirement notice to the Superintendent of his/her desire to participate in the plan by the last day of school preceding the Thanksgiving holiday in the year he/she wishes to activate the plan and stipulate whether the employee will retire in one or two years. The employee's retirement notice must be in writing, irrevocable, and must stipulate the final date of employment.

B. Retirement Plan

1. If the employee gives a written irrevocable notice of retirement and resignation no later than the last day of school preceding the Thanksgiving holiday of the year the incentive is to be activated, the employee shall receive a lump sum of \$5,000.00. This one-time, payment will be made after retirement and after the employee's receipt of his/her final paycheck. The payment will be made by October 1st of the year of retirement, or as soon as the district is able to confirm that no TRS penalty has been incurred by the Board due to the 6% limitation.
2. If the employee gives a written irrevocable notice of retirement and resignation no later than the last day of school preceding the Thanksgiving holiday of the year before the incentive is to be activated, the Board shall extend the 6% increase as described in Section 14.2 to the last two years of employment. All increases in salary are contingent on the avoidance of the TRS penalty being incurred by the Board due to the 6% limitation.

Section 15. After School Bi-lingual Program and Saturday School Supervision

After school Bi-lingual Program and Saturday School Supervision shall be compensated at the rate of twenty dollars per hour (\$20.00).

Section 16. Salary Reduction Plan

The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986 as amended ("Code"). If at any time Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s).

A teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each teacher's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group health insurance.
- b. Reimbursement for the amount of medical care expenses not covered by insurance or otherwise, as defined in Code Section 213, up to a maximum of five thousand dollars (\$5,000.00).
- c. Reimbursement for dependent care assistance as defined in Code Section 129, up to a maximum of five thousand dollars (\$5,000.00) or two thousand, five hundred dollars (\$2,500.00) if a married participant files a separate return.

The amounts designated may not be changed during the plan year except on account of a change in the participant's family status or other circumstance provided in Code Section 125 or its related regulations. Any amount designated for reimbursement which remains unused at the end of a plan year shall be forfeited and not otherwise paid to the teacher during that year, or carried over to a succeeding plan year.

The total amount(s) of the benefits elected pursuant to the plan shall be deducted in equal amounts from the teacher's salary payments during the plan year, unless otherwise specified.

Claims for reimbursement may be submitted no more than once per month, unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

The Board and the Association shall each pay one-half (1/2) of the initial set-up fee. Teachers participating in the plan shall pay any subsequently required individual monthly fees, including any administrative expenses.

Section 17. Creditable Earnings Contingency

- A. This provision shall only apply to employees eligible to retire and qualified for a retirement annuity under TRS rules and regulations and to any employee that is within four years [alternatively: five years] of becoming eligible to retire and qualified for a retirement annuity under TRS rules and regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of

retirement. For purposes of convenience and this provision only, such employees shall be referred to as Eligible Employees.

The current TRS rules and regulations provide that a teacher is eligible to retire and receive a retirement annuity if the following years of service and age criteria are met:

| Years of Service | Age |
|------------------|--------------------|
| 5 | 62 |
| 10 | 60 |
| 20 | 55 (discounted) |
| 35 | 55 (nondiscounted) |

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that an employee's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an employee's TRS creditable earnings would increase by more than 6% in any given year of this contract, that employee shall only receive the maximum increase allowed under this provision.

Annually, by no later than February 1, the Board will provide to the Association a list of all Eligible Employees. The Board and the Association shall jointly confirm the accuracy of such list.

- B. If an Eligible Employee's creditable earnings are affected by this provision, that employee shall notify the Board that he/she desires to receive as noncreditable earnings that amount over and above the 6% limit of this provision that he/she otherwise would have received but for this provision. In that event, the employee shall select one of the following options for receipt of such compensation:
1. Noncreditable severance pay due and payable after the employee's receipt of his/her final paycheck and his/her last day of work at the District.

2. The following noncreditable Board-paid fringe benefits:

- A. Health insurance
- B. Dental insurance

Notice of such election by the employee shall be provided as soon as practicable in order to ensure increases in creditable earnings for Eligible Employees do not increase by more than 6%. In the event that an Eligible Employee=s creditable earnings inadvertently increase by more than 6%, the employee and the Board agree to take appropriate, timely action to allow the Board to submit to TRS a report of an adjustment in the employee=s creditable earnings to limit the increase to a maximum of 6%. If an Eligible Employee is informed of his/her options under this provision, and fails to notify the Board of the option selected in a timely manner, the employee shall be deemed to have elected the noncreditable severance payment option.

- C. The parties agree that Section B of this provision is intended to comply with TRS rules and regulations concerning the treatment of creditable and noncreditable earnings. Should TRS determine that Section B does not comply with such rules and regulations, or should TRS issue new or modified rules and regulations, or additional guidelines thereunder, and Section B is not exempted or “grandfathered” from application of such new rules, regulations or guidelines, the parties agree to a limited contract re-opener in the first year of the contract to address alternative solutions to Section B.

ARTICLE XI
ELECTION PROCEDURES

In the event that the Illinois Educational Labor Relations Board determines to hold an election for the purpose of electing a bargaining representative for the bargaining unit herein, the following rules governing campaigning shall prevail to the extent that these rules do not conflict with any rules and/or regulations which may be promulgated by said Board:

Campaigning shall not interfere in any way with normal school duties or activities and shall not in any way involve the children of the District. Campaigning shall not take place in any school in any place other than the teachers' lounges during school hours. Campaign materials shall be posted only in the teachers' lounges. School mailboxes or the inter-school mail system may be used for no more than one (1) flier per day per group. No campaign material may be posted until two (2) weeks before the election nor may it remain posted after 6:00 p.m. on the day prior to the election. On the day of the election, campaigning will not be permitted within one hundred (100) feet of the property line of the building which contains the polling place while the polls are open.

ARTICLE XII

PRINTING AND DISTRIBUTION

The Board will reproduce this Agreement and distribute one (1) copy to each member of the bargaining unit. The Association will be supplied with thirty-five (35) additional copies of the Agreement.

ARTICLE XIII

DURATION

This Agreement shall be effective on the 16th day of August, 2015 and shall remain in full force and effect until the 15th day of August, 2019, provided that the Board and the Association will reopen this Agreement to negotiate insurance and stipends for the 2016-2019 school years. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than January 15th that it desires to modify, change, amend, or terminate this Agreement or unless the Association is decertified according to law.

- A. In the event of such notice to modify, change, or amend this Agreement, negotiation shall begin not later than April 1, 2016.
- B. Signatures:

Board President

Association President

Board Secretary

Association Secretary

APPENDIX _____

Sick Leave Bank

The District, in cooperation with the Association, shall establish a sick Leave Bank to be administered by a joint committee of District and Association representatives. The joint committee shall establish rules for the implementation of the bank which supplement and are not inconsistent with the following provisions. The joint committee shall have discretion to modify said rules and provisions:

- a. Donation to bank:
 - i. Membership in the bank shall be voluntary.
 - ii. To be a member of the bank, employees must join each year by donating one (1) day to the bank by no later than September 15.
 - iii. Sick leave bank days must be used in full day increments.
 - iv. A maximum of fifty (50) days during one school year may be drawn by a teacher who has donated one day.
 - v. If, during the school year, the bank drops below twenty (20) days, each participating teacher will donate one (1) additional day. If a teacher shall have exhausted all accumulated sick leave the contribution of one (1) day to the bank shall be made as soon as the same is available.
 - vi. Teachers who are retiring and who have accrued sick leave that is not otherwise being used for service credit with TRS may contribute such additional days to the bank up to a maximum of 20.
- b. An employee may not withdraw days from the Bank for illness until the employee's own accrued sick leave has been

depleted, and a written verification of illness from a licensed physician has been received.

- c. Utilization of the bank shall also be contingent upon the expiration of thirty (30) working days from the onset of the illness or disability (or if the illness or disability is a recurrent one, the absence from employment because of such illness or disability for at least twenty-five (25) days). Such days may be concurrent with the utilization of sick leave.
- d. The Association will furnish the administration the following annually, but no later than July 15: a) the number of days used in the sick bank; b) the names of the persons who have used the bank; and c) the number of days left in the bank.
- e. The bank shall not be applicable for sickness or disability resulting from medical procedures, which in the opinion of the teacher's physician could be safely deferred to a vacation or a recess period.
- f. The bank shall be for "sick leave" as defined in Article VII, Section 1.B of the collective bargaining agreement.
- g. Employees shall not hold the District, Association, and/or the joint committee liable for any decisions made regarding the application to, eligibility for, or use of the Sick Leave Bank. The parties agree to hold each other harmless from and against any claim, damages, or legal actions regarding the Bank. Decisions made regarding the application to, eligibility for or use of the Sick Leave Bank shall not be subject to the grievance procedure.
- h. In the event that the Bank is terminated by action of the joint committee the available days will be prorated to contributing members of the Bank, except that no employee may receive more than the total number of days the employee contributed to the Bank.