

AGREEMENT

BETWEEN



DISTRICT 24 BOARD OF EDUCATION

MILLBURN COMMUNITY CONSOLIDATED SCHOOLS

LAKE COUNTY, ILLINOIS

AND THE



MILLBURN FEDERATION OF TEACHERS

LAKE COUNTY FEDERATION OF TEACHERS

LOCAL 504, IFT-AFT/AFL-CIO

2015-2016

2016-2017

2017-2018

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ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education of Millburn Community Consolidated School District #24, Lake County, Illinois (hereafter referred to as the "Board") recognizes the Millburn Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO (hereafter referred to as the "Union"), as the sole and exclusive bargaining representative for all regularly employed full-time and part-time teachers and certificated staff, except for the Superintendent, Director of Special Services, Director of Technology, Business Manager, Principals, and any other managerial, supervisory, confidential and short-term employees as defined in the *Illinois Educational Labor Relations Act*.

1.2 Definitions

The term "employee(s)" when used hereafter in this Agreement shall refer to members of the bargaining unit as defined in Section 1.1 above.

1.3 Freedom to Join the Union

Employees shall have the right to join or not join the Union, and neither party shall discriminate against the employees for their decision.

ARTICLE II
MANAGEMENT RIGHTS

2.1 Management Rights

The Union recognizes that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

The Board retains the rights, authority, duties, and responsibilities legally conferred upon it, including but not limited to the following:

- A. To the management, organization and administrative control of the District and its properties and facilities;
- B. To direct the work of its teachers, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for service;
- C. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such teachers.
- D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency and effectiveness of District operations.
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

The exercise of the foregoing rights and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, are limited only by this Agreement to the extent such terms are in conformance with Illinois law.

ARTICLE III

UNION AND EMPLOYEE RIGHTS

3.1 Pertinent Financial Information

The Board shall provide upon request to the Union all regularly and routinely prepared information concerning the financial statement, audit and treasurer's report. Postings of this information on the District's website shall constitute compliance with this obligation.

3.2 Board of Education Agenda, Minutes, and Policy

The Board shall post on the District's website, as required by law, the prepared agenda, including proposed policy updates with policy number and description, for all regular and special meetings of the Board prior to the meetings. The Board shall also post, as required by law, approved open session minutes of Board meetings. A copy of the Board Policy Manual shall also be available to the Union on the District's website.

3.3 Labor-Management Meetings

The Superintendent and Union agree to make themselves available to each other for meetings to discuss mutual concerns as the need arises.

3.4 Dues Deduction

1. As required under the *School Code*, the Board shall deduct from the pay of each employee membership dues of the Union and its affiliates, provided that at the time of such deduction there is in possession of the Board a current written authorization for dues deduction voluntarily executed by the employee. Such authorization shall specify the dues to be deducted from the employee's salary.
2. The amount specified shall be prorated and deducted in equal amounts from each paycheck.
3. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

3.5 COPE Deduction

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. The Union shall defend and hold the Board harmless for any action properly performed pursuant to this Section. Union dues and COPE deductions shall be mailed in separate checks.

3.6 Employee Personnel File

- A. The Board shall maintain in the District a personnel file on each employee. An employee shall have the right to inspect this file during regular business hours, provided such inspection shall not interfere with the employee's regularly assigned duties and shall comply with the guidelines specified in Board Policy. Such inspection shall take place only in the presence of

an administrator or administrative designee. Individual copies of any non-confidential material shall be given the employee on request.

- B. Without an employee's permission, no portion(s) of an employee's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's duties.
- C. An employee shall be given a copy of any document placed in his/her personnel file that is disciplinary in nature or may otherwise have a negative impact on the continuing employment of the teacher. The employee's receipt of a copy of such documents shall be acknowledged by the signature of the employee.
- D. Employees shall have the right to attach written responses to documents placed in their personnel file. Such written responses must be filed within fifteen (15) working days of the date the document is placed in the personnel file.
- E. All personnel files are kept in the District Office and include the following types of information:
 - Job application
 - Official transcripts of all course work completed
 - Health/physical forms
 - References
 - Dates of employment
 - Contracts
 - Valid certificate(s) for services performed
 - Supervisory evaluations
 - Promotions
 - Disciplinary actions
 - Awards received
 - Letters of resignation or retirement
 - DischargeAny other information the Administration deems to be relevant to the employee's job and continued employment in the District

Additional information required to be kept for school employees shall also be maintained by the District (e.g., TRS records, payroll information, leaves of absence data).

3.7 Protection

As required under the *School Code* (105 ILCS 5/10-20.20), the Board shall indemnify and protect employees against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including the defense of such claims, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the direction of the Board.

3.8 Complaints Against Employees

A complaint related to a specific employee that might lead to disciplinary action shall be made known to the employee promptly. The Principal (if requested) shall attempt to arrange and document a parent-employee or parent-employee-Principal conference.

If the complaint is to become a matter of record, it must be reduced to writing by the complainant or the Administrator who investigates the complaint and a copy provided to the employee. The employee may attach a response to the record, including any other relevant information.

3.9 Discipline

No employee shall be suspended without pay without reasonable cause. Any employee charged with misconduct, neglect, or violation which may lead to his/her suspension with or without pay shall have the right to be represented by his/her Union representative in any meeting conducted by the Board or Administration with such employee regarding such charge. Prior to scheduling any such meeting or hearing, the employee will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by his/her Union representative.

3.10 Communication

There shall be open lines of communication between the employees and the Administration. The Administrative Council shall meet monthly to discuss issues relating to curriculum, employee safety and welfare, and other pertinent issues. Representatives from the various curricular areas shall be selected from within the employee group to meet with the Administrators. The Administration may be the building Principal alone with representatives from that building, the building Principals and other Administrators, all administrators and representatives from either or both buildings, or any other mutually agreed upon combination. Issues brought to the representatives shall be discussed and recommendations made in the Administrative Council sessions. Any recommendations that emanate from Administrative Council that are subjects of bargaining shall be subject to agreement between the Board and the Union. Council representatives, at least one (1) from the K-2 level, grades 3-5, and middle school, a representative from specials at each school (P.E., music, art, technology), AIM and from Special Education at each school, shall be selected by the employees to meet. The number of representatives shall not exceed ten (10) total.

3.11 Right to Address Employees

The Union President or designee shall have the right to briefly address the employees at the first Teacher Institute Day of the school year and shall have the right to address new employees at a mutually agreeable time.

3.12 Use of School Facilities and Equipment

1. The Union shall have the right to hold its membership meetings outside the normal employee workday on school property provided the Union completes the appropriate paperwork/process for reserving the room.
2. The Union shall have the right to use the District's employee mailboxes for official Union materials, provided that such use is reasonable, that the Board incurs no cost in the process of distribution, and a copy of the material is provided to the Superintendent or designee in advance of the distribution.
3. The Union shall have the right to post official Union announcements and publications on a designated bulletin board, provided a copy of the material is given to the Superintendent or designee in advance of the posting.

4. The Union shall have the right to use school copying equipment, if available, for official Union announcements. The Union shall pay for the reasonable cost of materials and supplies incidental to such use.

3.13 New Employee Information

The Union President or designee shall have the right to request the names, addresses, and placement on the salary schedule of new employees.

3.14 Release Time for Union Officers

The Union President and/or designee shall be granted three (3) days per year without loss of pay to attend to Union duties and/or to attend Union functions, provided the Union pay for the cost of the substitute.

Elected or designated Union members may engage in Union activities directly relating to the Union's duties as representative of the employees during the school day, without loss of pay, provided such activities do not infringe upon the members' assigned duties or the duties of any other employee.

3.15 Fair Share

All employees covered by this Agreement who are not members of the Union shall, commencing upon their employment, or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union their fair share of the cost of the services rendered by the Union that are chargeable to non-members under state and federal law, except that an employee who was a non-member prior to June 1, 2015, shall be entitled to remain "grandfathered" and not pay fair share until such time as he/she signs a membership form or leaves the District.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The Union shall further certify to the Board that "Notice of Fair Share" has been posted in accordance with the IELRB rules and regulations. No payroll deduction of fair share fees shall be made until at least fourteen (14) days after the certification. The fair share payments shall be deducted by the Board from the earnings of the non-member employees and be paid to the Union. Nothing in this Section shall preclude the non-member employee from making voluntary political contributions in conjunction with his/her fair share payment.

This fair share agreement shall safeguard the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share under this Agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the Union, or if no mutual agreement is reached, from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. Non-member employees who object to the amount of the fair share fee have the right to file an unfair labor practice charge against the Union pursuant to Paragraph 1714(b)(1) of the *Illinois Educational Labor Relations Act*. Additionally, non-member employees who object to the amount of the fair share fee have the right to file such objection pursuant to the internal Fair Share Implementation Program procedures established by the Union, except that the filing of such objection pursuant to the internal procedure may not be sufficient to preserve any rights the non-members may have under the IELRA. Upon any such filing, pursuant to said internal procedures and notice of such to the Union, the Union shall place in an interest-bearing escrow account, separated from other funds

held by the Union, the amount of each objector's fair share payments made, and to be made pending resolution of the charge, [which is fairly placed at issue by the objection or objections, and it shall maintain the escrow account during the pendency of the charge and any judicial review pursuant to the Act.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Formal Performance Evaluation

Employees shall be formally evaluated in writing. Evaluations shall be conducted by qualified administrators, as designated by the Superintendent.

- A. Tenured employees shall complete an evaluation cycle at least once in the course of every two (2) years in accordance with Section 24A of the *School Code*.
- B. Non-tenured employees shall be evaluated annually as required under Section 24A of the *School Code*.
- C. A copy of the evaluation instrument will be made available to employees within ten (10) working days of the start of each school year. The Administration shall be available for questions regarding the evaluation instrument.
- D. Observation(s) shall be made before the formal evaluation is written. No observation that is part of a formal evaluation process shall be conducted without the knowledge of the employee. Employees shall receive written feedback on any observations which contribute to the overall employee evaluation within ten (10) school days of the observation. A formal observation shall be preceded by a conference between the evaluator and the employee. A formal observation shall consist of a classroom visit of no less than forty-five (45) minutes or the length of a class period.
- E. A conference between the evaluator and the employee shall be held no later than ten (10) school days after the summative evaluation has been completed.
- F. Employees shall be provided a copy of the completed written summative evaluation at the time of the evaluation conference unless the employee shall agree to an alternate time. The evaluator and the employee shall date and sign the written evaluation. Employees may file written objections according to the procedure delineated in 3.6D of this Agreement.
- G. A joint Board/Union Committee will be formed to ensure compliance with Section 24A of the *School Code*. Changes to the evaluation procedure/instrument will be subject to mutual agreement between the Board and the Union. This committee will also begin discussion about changes to the evaluation instrument and procedures required by the Performance Evaluation Reform Act (PERA) and the administrative rules for Part 50 propagated by the Board of Education of the State of Illinois. These discussions will not be construed as beginning the one hundred and eighty (180) day negotiations window as outlined in the legislation but will serve as time for the group to research, develop ideas, pilot any necessary constructs, and obtain stakeholder feedback prior to the district's PERA implementation date. Formal changes will not occur prior to approval by the parties, nor shall they occur prior to the school's required PERA implementation date unless by mutual agreement between the parties.
- H. Any employee who receives an overall evaluation rating of Needs Improvement shall be placed on a Professional Development Plan. The purpose of the Professional Development

Plan is to increase the employee's proficiency in the area(s) identified in the summative evaluation as in need of improvement.

- I. Any employee who receives an overall evaluation rating of Unsatisfactory shall be placed upon remediation status in accordance with *School Code*.

4.2 Informal Observation

Nothing contained herein shall limit the right of the authorized evaluator to utilize informal observations and other firsthand evaluative criteria for considering competency of any employee. These informal evaluations shall be reduced to writing and submitted to the employee as in Section 4.1, D-H, before they have any impact regarding the employee's personnel file.

"Informal" shall be defined as an observation of a teacher by a qualified evaluator that is not announced in advance of the observation and not subject to minimum time requirements. When deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the employee.

ARTICLE V

WORKING CONDITIONS

5.1 School Calendar

Each year, before the Superintendent submits the next year's school calendar to the Board for approval, the Superintendent will receive input from the employees about the school calendar. However, Board decisions regarding the school calendar shall be final and non-grievable under the grievance and arbitration provisions of this Agreement.

The school calendar will be posted on the District's website.

5.2 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred seventy-six (176) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five days (185) shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days. Employees shall be required to be in attendance no more than one hundred eighty (180) days.

5.3 Work Day

All employees shall be required to be in the building a minimum of ten (10) minutes before the official start time of school and a minimum of ten (10) minutes after, totaling a work day of seven and one-half (7 1/2) hours, including a thirty (30) minute duty-free lunch period, except that employees shall be required to attend as assigned for extra duties, faculty meetings, parent conferences and open houses, other regularly scheduled events and emergencies as defined by the Administration.

Employees who travel between buildings will work with Administration to establish a work schedule that does not exceed the seven and one-half (7 ½) hours required by other employees as outlined in the previous paragraph.

Where, on a rare occasion, an employee has a medical/dental appointment, he/she may have permission to be excused immediately after student dismissal, provided said employee is not required to be in attendance at a previously scheduled meeting and/or school function.

5.4 Duty Free Lunch

Employees shall have a thirty (30)-minute duty-free lunch period consistent with the provisions of the *School Code*.

5.5 Class Size

Insofar as possible, the class size goals described in Board Policy will be maintained. In the event circumstances require these goals being exceeded, the affected employee will be consulted as part of the decision-making process.

5.6 Preparation Time/Team Time

Equitable preparation time for all full-time employees will be provided on a weekly schedule. Employees shall have a daily scheduled preparation time of not less than 30 consecutive minutes outside the duty-free lunch, and during the student attendance portion of the school day, provided the student attendance day is not shortened due to financial constraints. Preparation time shall be time set aside for educational

related responsibilities as may be determined by the Superintendent or designee to include, but not be limited to, planning classroom lessons, classroom preparation, attending professional meetings with supervisors, colleagues, parents or students, completing professional phone calls, etc. Preparation time for part-time employees shall be determined on an equally prorated basis.

Team time for grade-level teams and middle school teams will be provided weekly. Team time is defined as time set aside for articulation between members of a grade level or specific subject area teams. It is not to be used as prep time as outlined above. Photocopying, parent phone calls, grading papers, etc. are not appropriate activities for team time.

5.7 Paraprofessional: Special Education Support

The paraprofessional is a non-certified staff member assigned to assist students in Special Education. Students' IEP teams, through the use of test results, teacher input, student productivity and performance, determine the need for paraprofessional assistance. Paraprofessionals may be assigned to an individual student or to the building's Special Education team. A copy of the paraprofessional job description shall be provided to all classroom teachers with whom they work.

Paraprofessionals who return from year to year may be reassigned to different grade levels or to different students at the discretion of the Administration. When new paraprofessionals are being hired a good faith effort shall be made to include appropriate teaching staff (special and regular educators) in the process. In addition, any employees who are assigned a paraprofessional may provide input to the appropriate Administrator and Director of Special Education regarding job performance of such person.

5.8 Student Discipline

- A. An employee may exclude a pupil from a class period when, in the opinion of the employee, the grossness of an offense or the persistence of the behavior has a disruptive effect on the other students.
- B. When a pupil is excluded by an employee, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for solution to the building Principal or his/her designee. The employee shall be notified of the disposition of the problem.
- C. Student discipline will be governed by the policies outlined in the Parent Student Handbook developed by Administrative Council and approved by the Board.

5.9 Work and Instructional Areas

- A. The Board recognizes that in order for employees to accomplish their jobs effectively, it is necessary to have an area in their assigned building for the purpose of preparation, grading papers, storage of materials and other functions in the practice of their profession.
- B. In addition, instruction of students should take place in areas that meet health and safety standards such as lighting, sound, and ventilation.

5.10 Parent Conferences

The scheduling of parent conferences shall be mutually agreed upon by the Board and Union.

5.11 Professional Courtesy and Respect

The Board of Education acknowledges that employees should be treated with appropriate courtesy and respect by supervisors and Administrators.

Sensitive discussions, which shall include, but not be limited to, investigations and reprimands, shall not be conducted in the presence of students, parents, other employees, or in a public setting.

An employee who believes that this Section (5.11) has been violated may use the grievance procedure found in Article 8 of this Agreement through Step Three only, but shall not be able to use the arbitration provision in Article 8.4, Step Four.

ARTICLE VI

ASSIGNMENTS, VACANCIES, AND TRANSFERS

6.1 Posting of Vacancies

After the Board has determined to fill a vacancy and after employees have been afforded their recall rights or been involuntarily transferred, the Administration shall post notice of any established and available vacancy in the bargaining unit or in any administrative position. Such positions shall not be permanently filled for a period of five (5) working days after the posting of the vacancy notice. Employees will be notified by email of all vacancies.

By May 1st each year, all stipend positions shall be posted for the next school year for five (5) days. If there are more applicants than positions for each position, interviews will be conducted by the administration.

6.2 New and Vacant Positions

New positions are those which did not previously exist within the District and vacant positions are those created by resignations, retirements, non-renewals, or dismissals for cause, and both new and vacant positions refer to positions approved by the Board. When filling new and vacant positions, the District shall take into consideration certifications, qualifications, merit and ability, including performance evaluations, and relevant experience. When these factors are equal, the District shall base its decision on the length of continuing service with District. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in this Agreement.

6.3 Voluntary Transfers

Voluntary transfers are those transfers which are requested by the employee. Employees wishing to be considered for transfer must notify the Superintendent in writing by April 15, indicating reasons for requesting the transfer and the position desired. If an employee who requests a transfer does not receive the reassignment, he/she shall be given the reason(s) in writing why his/her request was denied.

6.4 Involuntary Transfers

Involuntary transfers are those transfers that are initiated by the Administration. Prior to transferring an employee involuntarily between grades or buildings, the Administration and affected employee(s) shall consult regarding said change in assignment. The Administration will make a good faith effort to match positions with employees' strengths, styles, personalities, and interests.

6.5 Job Sharing Assignments

- A. **Definition:** Job sharing is deemed as voluntary service in which two (2) teachers share a full-time position on a regular basis. All tenured employees are eligible to apply for a job sharing position.
- B. **Purpose:** The Board recognizes the benefits of job sharing for employees and the District in a variety of situations.
- C. **Grade Level or Subject Area:** It is understood and acknowledged that job sharing may take place in the following areas:

Middle School positions: Academic Areas, Physical Education, Library Science, Art, Band, Health, Gifted, Speech, School Psychologist, Social Worker, or LD and BD positions when appropriate (non self-contained)

Elementary positions: Physical Education, Art, Band, Rtl Resource, Library Science, Gifted, Kindergarten, Speech, School Psychologist, Social Worker, or LD and BD positions when appropriate (non self-contained).

- D. **Selection:** Employees who wish to be considered for a job sharing position must submit a written request to the building Principal prior to February 1 for the following school year. Notice of approved job sharing requests must come from the Principal and Superintendent, upon approval of the Board. The Superintendent shall give the applicant a written statement of approval or the reason(s) for denial.

It will be the responsibility of the Administration to post notification and to select a teacher to job share with another teacher who has requested such an arrangement. The administration will make a good faith effort to secure acceptable candidates to job share. In the event an acceptable teacher cannot be secured by June 15, the requesting teacher shall remain as a full-time teacher.

- E. **Responsibilities of Job Sharers:** Prior to the beginning of the school year, and no later than August 1, the selected employees will set forth, in writing, a plan for instruction inclusive of such items as to which employee will instruct what areas and during what time frame (hours of the day, month, etc.).

Employees must establish and present a plan for effective and regular communications with one another, the building Principal, colleagues and parents. These include, but are not limited to, grade level meetings, team meetings, special education meetings, staff meetings, report cards, and mid-term reports.

Each employee shall submit a written report to his/her Administrator at the end of the school year evaluating the success of the program, which shall include recommendations for the future.

Each employee will be required to attend all staff development activities, staff meetings, and conferences as a full-time employee without additional compensation.

- F. **Compensation:** The compensation package for each employee will be pro-rated by his/her corresponding portion of FTE.

- G. **Return to Full Time Position:** Job-sharing employees are expected to return to full-time employment in the following school year after the job share assignment. Employees participating in job sharing may not request to return to full-time teaching during the school year in which the job share occurs.

If job-sharing employees would like to extend their job share participation for an additional year, they must submit a written request to extend the job-sharing arrangement to the Superintendent by February 1. Any extension of a job-sharing arrangement may be approved or denied in the sole discretion of the Board and may not be grieved under the grievance and arbitration provisions of this Agreement.

ARTICLE VII
REDUCTION IN FORCE

7.1 Definitions

- A. "Seniority" shall be defined as total years of continuous full-time teaching service in the School District, except that employees hired prior to the 2012-2013 school year who taught part-time and were granted a full year of seniority shall maintain said seniority. Except as specifically delineated above, tenured teachers reduced to part-time shall accrue seniority in proportion to their employment status.

If the years of continuous total teaching service with the School District are equal between two (2) or more employees, then the following process shall be used to determine seniority:

1. Total teaching service in the District, whether or not continuous
 2. Total teaching service in the District plus any leave granted in accordance with this Agreement
 3. The furthest horizontal movement on the salary schedule
 4. By lot
- B. "Teaching Service" shall be deemed to include service in both teaching and Administrative positions.
- C. "Legal Qualifications" or "Legally Qualified" includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification/licensure requirements of Article 21 of the *School Code*, and any additional requirements for the position established by the Board in accordance with the May 10 deadline in *School Code*.

7.2 Seniority List

Prior to January 20th annually, the Superintendent or designee shall post a tentative listing of seniority of all full-time employees. The listing shall provide the name, current position, and certification/licensure of employees. A copy of the tentative listing shall be distributed to District employees via email. Employees shall have ten (10) work days from the date of posting to file written objections with the Superintendent regarding the information contained on the list. The objection shall specify any alleged errors. Failure of employees to make a timely objection shall be deemed to be an acceptance of the listing, and employees shall be prohibited thereafter that year from challenging the rankings or qualifications for a position until the posting of the seniority list in the following school year.

7.3 RIF Procedures

If the Board, in its sole discretion, determines to decrease the number of employees employed or to discontinue some particular type of teaching service, the Board shall notify, in writing, the affected employee(s) no later than forty-five (45) days prior to the last day of the current school year. In addition, the Board shall honorably dismiss the affected employee(s) according to the Joint RIF Committee procedures.

7.4 Recall Rights

If a bargaining unit vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following its reduction-in-force [two (2) calendar years in the case of honorable dismissals in excess of fifteen percent (15%) of full-time equivalent positions held by employees], the Board shall tender the vacant position to the honorably dismissed employee in the recall order prescribed in the *School Code*. An employee who fails to respond to a recall notice or who rejects the tendered position shall be deemed to have waived his/her recall rights. Any recalled employee shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the certified employee did not teach shall not be counted towards seniority.

If the District does not have any recalls for bargaining unit positions, employees who have been honorably dismissed will be offered the opportunity to fill short term vacancies should they occur during their period of recall.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 Definitions

- A. A grievance is any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. As used in this Article, the term “days” shall mean employee workdays, excluding summer vacation. During summer vacation, “days” shall mean days on which the District Business Office is open. The time limits specified in this grievance procedure may be extended in any specific instance by mutual agreement of the parties in writing.

8.2 Informal Procedure

The Board and Union acknowledge that it is usually most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

8.3 Formal Procedure

Step One:

- 1. A written statement of the grievance shall be submitted to the Principal or immediate supervisor by the Union and/or employee within twenty (20) days of the occurrence, giving rise to the grievance or within twenty (20) days of when such occurrence becomes known. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.
- 2. Within five (5) days after the written grievance is submitted, the Principal or immediate supervisor and the grievant shall meet to resolve the grievance at a time mutually agreed to by all parties concerned.
- 3. Within ten (10) days after such meeting, the Principal or immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish copies to the aggrieved employee, if any, and to the Union.

Step Two:

- 1. If the employee or Union is not satisfied with the First Step decision, the grievance may be appealed to the Superintendent within ten (10) days after the First Step answer is received.
- 2. Within ten (10) days thereafter, a meeting shall be held with the Superintendent at a time mutually agreed to by all the parties concerned.
- 3. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.

Step Three:

1. If the employee or Union is not satisfied with the Second Step decision, the grievance may be appealed to the Board within ten (10) days after the Second Step answer is received.
2. At the next regular Board meeting, the Board shall establish, by mutual agreement with the employee and the Union, a date for a meeting on the grievance. Such meeting is to be held in no case later than the next regularly-scheduled Board meeting.
3. Within ten (10) days after such meeting, the Board shall communicate its decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.

Step Four:

1. If the Union is not satisfied with the Third Step decision, the Union shall submit a request to enter into impartial binding arbitration within thirty (30) days after the Third Step answer is received. The American Arbitration Association shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties.
2. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific violation(s) of the Agreement alleged at Step 3 and any issue raised in the Board's responses and shall have no authority to make any decision or recommendation on any other issue. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. Expenses for the Arbitrator's services shall be borne equally by the District and the Union.

8.4 General Provisions

- A. The grievant is allowed Union representation of his/her choosing at any step of the process.
- B. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- C. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- D. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
- E. If the Union, employee, and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

ARTICLE IX

LEAVES

9.1 Sick, Personal, and Bereavement Leaves

All full-time employees (i.e., those who are contracted for a full school day and for a minimum of the adopted school calendar year) shall be granted fifteen (15) days sick leave annually, of which two (2) may be used as personal leave days. In addition, all full-time employees shall be granted three (3) bereavement days annually with pay for use for death in the immediate family. If annual personal leave has been exhausted, sick leave may be utilized to attend the funeral of a person outside the immediate family, not to exceed one (1) day per funeral and not to exceed three (3) days per year. All partial-year full-time employees (i.e. those who are contracted for a full school day but less than the adopted school calendar year) and all part-time time employees (i.e. those who are contracted for less than a full school day) shall receive these benefits on a pro-rata basis.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. For the purpose of bereavement leave, the immediate family shall also include aunts, uncles, nieces, and nephews.

Sick leave shall be cumulative to 340 days or to the current limit allowed by the Teachers' Retirement System, whichever is higher.

9.2 Personal Leave

Personal leave is interpreted as time needed by employees to conduct personal business that cannot be conducted on a non-school day. Personal absence shall be granted only upon written notice to the Principal a minimum of two (2) school days prior to the intended day of absence. Personal days will not be granted for the first day or the last day of required employee attendance on the adopted school calendar or days just prior to or immediately following holidays or holiday recesses. Exceptions may be granted at the discretion of the Superintendent on a limited basis. Personal leave is non-cumulative and, if unused, will remain part of accumulated sick leave at the conclusion of each school year.

9.3 Personal Vacations

Vacations taken by employees on days of required employee attendance per the adopted school calendar will result in loss of pay at the per-hour or per-day rate where applicable or 1/180th of a contract salary per day where applicable. Employees are urged not to schedule vacations that include days of required employee attendance and must receive the prior approval of the Superintendent before taking personal vacation time.

9.4 Maternity/Child-Rearing Leave of Absence

A tenured employee shall be eligible for maternity/child-rearing leave without pay or other benefits, except as indicated below, subject to the following conditions and to the general conditions for unpaid leaves set forth in Section 9.6 of this Article:

1. An employee who desires a maternity/child-rearing leave shall request approval for such leave in accordance with Section 9.6 of this Article. The effective dates of the leave shall be determined pursuant to Section 9.6.

2. Sick leave during maternity/child-rearing or adoption leave may be used without limit for the birth or adoption of a child during the 2012-2013 school year. In the 2013-2014 and 2014-2015 school years, an employee may use up to a maximum of sixty (60) school days of accumulated sick leave time. Sick leave use beyond this limit shall also be permitted upon a physician's certification that the employee is physically/medically unable to perform her duties as a teacher. Any accumulated sick leave not utilized during the leave shall be available to the employee upon return to employment in the District. **[Note:** See Section 9.5 of this Article for concurrent application of sick leave during FMLA.]
3. Any tenured employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the dates needed for the adoption. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
4. A maternity/child-rearing leave may be granted to a non-tenured employee under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured employee, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status (i.e., a non-tenured employee must actually work at least 120 days in a school year to have that year count towards the acquisition of tenure). Upon return from such leave, the employee shall not be considered as having any break in her/his probationary service. The granting of maternity leave to any non-tenured employee shall not constitute a precedent for the granting or withholding of leave to any other non-tenured employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured employee to apply for such leave or accept the established conditions.
5. A tenured male employee shall be entitled to a child-rearing leave of absence. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or upon his planned adoption of a child and shall be subject to all of the applicable notice and other requirements as set forth in Section 9.6 of this Article.
6. Insurance benefits may be maintained in accordance with Section 9.6 of this Article.
7. Nothing in this Section shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave (1) may utilize accumulated sick leave for the birth or adoption of a child, and/or (2) may exercise his/her rights under the federal *Family and Medical Leave Act*.

9.5 Family and Medical Leave

1. Full-time employees are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* ("FMLA") of 1993. Such leave is unpaid unless accumulated sick leave or personal leave is available to the teacher for the reason

for which FMLA leave is requested. Employees shall use accumulated sick leave, when applicable, concurrently with FMLA leave. In the event of birth or adoption, however, employees may use up to sixty (60) school days of accumulated sick leave concurrently with FMLA, unless a physician substantiates the need for additional use of sick leave. **[Note:** See Section 9.4 above.] The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.

2. FMLA leave may be used for:
 - a. The birth and first-year care of a newborn child;
 - b. The adoption or foster placement of a child within the first year of placement;
 - c. The care of an employee's spouse, parent, or child with a serious health condition; or
 - d. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

9.6 Leave of Absence Without Pay

Leaves of absence without pay may be granted to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Each approved leave of absence shall be of the shortest possible duration to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to teachers according to the following conditions:

1. Written request for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university
 - b. Educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program
 - c. Extended personal illness or illness of a member of the immediate family
 - d. Military service
 - e. Child rearing and adoption
 - f. Other reasons acceptable to the Board

4. Employees on such leave may continue insurance benefits if they choose at their own expense.
5. Employees may earn one (1) year of seniority and advance on the salary schedule during a year in which they took an approved leave of absence by working at least ninety-one (91) days in the school year in which the leave occurred.
6. The Board has the right to limit the duration of a requested leave to two (2) consecutive years.
7. Teachers on leave shall notify the Board in writing or through email of their intent to return no later than March 1 prior to the returning year. Failure to give such notification shall be deemed to be the submission of a resignation. A teacher who has been on leave and gives notice of return by March 1st and fails to return to the District for the following school year shall be liable to the District for liquidated damages in the amount of one thousand dollars (\$1,000) plus reasonable collection fees, if applicable, to compensate the District for the costs of securing a replacement teacher. Further, for every month that passes, an additional two hundred dollars (\$200) shall be billed to the employee until such sum reaches two thousand dollars (\$2,000) maximum in the month of August. This sum shall not be collected if it is determined that a teacher needed to resign due to a life-changing event such as health issues, spouse relocation, or if the employee was asked to resign or was reduced-in-force or dismissed.

ARTICLE X

COMPENSATION AND BENEFITS

10.1 Pay Periods

Employees shall be paid in twenty-two (22) or twenty-six (26) biweekly installments. Payday shall be every other Friday, except when that Friday is a holiday, in which case payday shall be the last workday prior thereto. Beginning in years when there would be twenty-seven (27) pays based on a bi-weekly schedule, a 3-week gap will occur between the 26th payroll of the fiscal year and the first payment of the new fiscal year (typically in June or July).

10.2 Salary

For the term of this Agreement, employees shall be hired according to the compensation salary schedules set forth in Appendix A, which is attached hereto and incorporated into this Agreement. All salaries shall be increased in accordance with the negotiated increase percentage as indicated on the salary schedules, except that in year three (3) of this Agreement (the 2017-2018 school year), the salary increase will be subject to the following formula: eighty percent (80%) of the percentage attributable to the corresponding fiscal year in accordance with the Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," ; however, the percentage increase shall not be less than 2.5% (floor) nor more than 3.5% (ceiling). More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended (collected). For example, the increase for the 2017-2018 school year will reflect the CPI-U for 2015 (which represents the percentage increase between December 2014 and December 2015).

The Board shall deduct and remit for each employee the required employee portion of TRS contributions in an amount equal to nine and two-fifths percent (9.4%) of an employee's total creditable earnings to the Illinois Teachers' Retirement System, to be applied for the retirement account of such employee. If required TRS employee contributions exceed nine and two-fifths percent (9.4%), the employees and the Board shall split evenly the contribution payments. Employees shall have no right or claim to the funds so remitted except as permitted by law.

10.3 Extra-Duty Assignments

Employees assigned to extra-duties shall be paid a stipend according to the schedules set forth in Appendix B, which is attached hereto and incorporated into this Agreement. Extra duty stipends will be reviewed at the end of this Agreement. Stipends for positions that extend through the school year will be paid before Winter Break and in June. All other stipends will be paid at the conclusion of the activity.

10.4 Internal Substitute Pay

The Board shall compensate teachers at the rate of fifty cents (\$.50) per minute for classes teachers are required to substitute teach in excess of their regularly assigned teaching load.

10.5 Committee and Paperwork Pay/Extra Duty Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. Every effort shall be made to hold teacher absence from the classroom for

such work to a minimum. All such work shall be approved by the Administration. The Administration shall develop a list of anticipated committees and activities that are eligible for such pay at the beginning of each school year.

For hours worked outside of the employees' contracted school hours and fall within employees' typical school year responsibilities, the employee will be paid twenty-five dollars (\$25.00) per hour (including but not limited to those jobs/tasks that need to be conducted over the summer), and as approved by Administration. Special services personnel who are asked to do case study evaluations and/or provide ESY services during the summer shall be compensated at their own per diem rate of pay.

10.6 Workshops Allotments

Attendance at workshops will be approved for each employee request. The number of employees who may attend a workshop on any given day is limited by substitute availability.

All workshops must be related to either the school improvement plan and/or the District goals. The intent of the District is to continue to have people attend workshops, but to be able to tie the workshops to the District and school goal areas. If an employee is asked to attend by the administration, the costs shall be paid by the Board.

Workshops that earn credit hours will be paid for only once through either tuition reimbursement or the workshop fund.

A "Request to Attend Inservice/Conference" form must be completed and submitted to the Principal at least two weeks prior to the date of the workshop. Employees will be reimbursed up to five hundred dollars (\$500) per year for mileage, meals, and rooming costs associated with a workshop as long as the costs are estimated on the form and approved by the Administration. Mileage will be reimbursed at the Internal Revenue Service rate, and meals will be reimbursed up to thirty dollars (\$30) per day. Substitute costs will not be counted toward the five hundred dollar (\$500) workshop allotment.

10.7 Tuition Reimbursement

- A. Reimbursement for graduate tuition shall be two hundred dollars (\$200) per semester hour (or the credit equivalent for quarter hours) but shall not exceed the actual cost of tuition. Anyone receiving such reimbursement must agree to remain employed with District 24 for one (1) year after reimbursement, unless said employee incurs health issues, was asked to resign, was reduced-in-force, was dismissed, or his/her spouse was relocated, or the reimbursement must be repaid to the district.
- B. Such courses must be preapproved and earned at an accredited college.
- C. Part-time employees will be reimbursed on a prorated basis equivalent to their contracted employment time.
- D. Course(s) eligible for reimbursement must be graduate courses in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the employee and District (undergraduate courses may be approved if the course directly benefits instruction).
- E. A grade of B or higher must be obtained in the course, or the grade of "Pass" in the event the course is offered on a pass/fail basis.

- F. Evidence of completion of the course must be submitted to the Superintendent or designee, in the form of an official transcript of credits.
- G. Evidence of tuition payment must be submitted in the form of a paid receipt which identifies the amount of tuition paid.

10.8 Term Life Insurance

The Board will pay full premium for \$50,000 of life insurance for each eligible employee. The amount of life insurance will be subject to the group insurance carrier's required reduction schedule that is included in the Certificate of Insurance.

10.9 Health, Dental, and Vision Insurance

Insurance benefits for eligible part-time employees will be on a pro-rata basis.

Single

The Board shall provide a fully paid hospitalization, major medical, dental, prescription drug, and optical program for each employee.

Family

The Board shall provide a hospitalization, major medical, dental, prescription drug, and optical program for full-time employees, with the Board premium payment contribution as fifty percent (50%) of the difference between the premium costs of the single and the family plans.

Insurance Committee

Administration and employee representatives on an annual basis shall review all insurance coverages and options jointly and educate employees about pertinent insurance-related issues. If the District moves out of the current cooperative during the term of this Agreement, the level of new insurance coverage, plan design, and deductible will remain substantially the same, and the Board will continue to pay single and family plan premiums as established in this Section.

10.10 Physical Examination

At any time, the Board may require an examination of any employee to determine the physical or mental fitness of the employee to perform assigned duties. A licensed physician who may be chosen by the employee from a list of at least three (3) designated by the Board shall perform such examinations and the expenses thereof shall be paid from the school funds.

10.11 Mileage

Any employee using a personal automobile to travel in the performance of his/her duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

10.12 Long Term Disability

Long-term disability insurance shall be available for each eligible District employee to use for an illness or accident that qualifies the employee for long-term disability benefits under a District-purchased group plan.

10.13 Student Supervision

When an employee chaperones an overnight trip or event (Timberlee, Springfield, Rafting, 24-hour Challenge, and sports teams who go to state), he/she shall receive a stipend in the amount of seventy-five dollars (\$75) per night.

10.14 Overload Pay

An overload is an ongoing instructional assignment that is not typical of the regular assignments of other staff members with similar assignments (e.g., teaching an additional course at the middle school level). The overload rate shall be the individual teacher's per diem hourly rate. Overload pay will be calculated on a pro-rated basis in accordance with the length of the overload assignment.

ARTICLE XI
RETIREMENT

11.1 Retirement Incentives

To recognize the contribution of those employees who have provided long and dedicated service (ten (10) years in District #24) to the District, the Board shall provide the following for employees who are eligible for regular retirement as is specified by the Teachers Retirement System (TRS) guidelines, and who indicate their retirement under this provision, through written notification to the Superintendent by May 1st prior to their final four (4) work years. If an employee gives less than four (4) years' notice and his/her TRS earnings in the final four (4) years would cause the Board to pay a TRS penalty for the employee exceeding the six percent (6%) cap, the District will notify said employee and allow him/her to modify the written notification to avoid a penalty to the District. Should the employee decide not to modify the written notification, he/she shall not be eligible for the retirement incentives under Paragraphs A and B of this Section.

- A. For employees whose retirement date is the first year that the employee is eligible for regular retirement as specified by TRS guidelines, the Board will increase the employee's salary by six percent (6%) each year for a maximum of four (4) years, and for employees whose retirement date is past the first year that the employee is eligible for normal retirement as specified by TRS guidelines, the Board will increase the employee's salary by five percent (5%) each year for a maximum of four (4) years. The employee may receive no compensation above the 6% level except for any allowed by TRS. The manner of payment will be determined by the District, but with full payment no later than the last regular paycheck due such employee in a given year.
- B. The Board shall pay up to \$300 per month for the employee's cost of single medical insurance under the Teacher's Retirement System's retiree health insurance plan for up to four (4) school years following retirement. If a retired employee is eligible for Medicare coverage during the 4-year post-retirement period, the Board shall pay only up to the cost of the TRS Medicare supplement.
- C. The Board has the right to limit the number of employees taking advantage of the retirement incentive provided for in paragraphs A and B of this section to six (6) employees per year. In the event that more than six (6) employees submit written notification, the decision will be based on seniority.
- D. By mutual agreement between the District and the employee, an employee may elect to retire under the Early Retirement Option (ERO) of TRS. An employee who elects to retire under ERO, however, shall not be eligible to receive the benefits in Paragraphs A and B of this Section.
- E. An employee who has submitted his/her notice of retirement may request that the Board rescind the effective date of resignation from the District in the event of a life-altering event (e.g., death of a spouse or significant other, death in the immediate family causing a financial hardship to the employee, divorce, spouse's loss of a job, serious illness of the employee or spouse). The Board will make a good faith effort to accommodate the request. If the Board approves the rescission of the resignation date, the parties will determine a plan for the employee's repayment of any retirement incentives already paid out. The employee may then take advantage at a later date of any retirement incentive that exists.
- F. Should the TRS six percent (6%) penalty cap be reduced, an employee who would exceed the new limitation due to his/her retirement incentive, unless the earnings are exempt from the

limitation formula, shall have the amount of his/her total creditable earnings reduced by the amount in excess of the limitation, and said amount shall be payable to the employee as post-retirement severance paid on the first regular pay date following the thirty (30) day hiatus after his/her last day of employment. The District will attempt to distribute the creditable earnings in a manner that maximizes the allowable creditable earnings for the employee.

ARTICLE XII

NEGOTIATIONS AND RELATED TECHNICAL CLAUSES

12.1 Commencement of Negotiations

Negotiations for a successor Agreement shall commence not later than March 1 of the last year of this Agreement unless the parties mutually agree to some other date.

12.2 Copies of Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one-half (1/2) the cost of such printing.

12.3 Complete Understanding

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

12.4 No Strike Provision

The Union and its membership hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board for the life of this Agreement.

12.5 Savings Clause

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

12.6 Duration

This agreement shall become effective on the date of execution set forth below and shall terminate at 11:59 P.M. on August 15, 2018. Compensation shall be paid as shown in Appendices A and B.

This Agreement made and executed this 6th day of July, 2015, by the duly authorized representatives of the parties designated below.

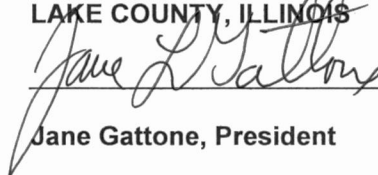
IN WITNESS WHEREOF:

**MILLBURN FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS,
LOCAL 504, IFT-AFT/ AFL-CIO**



Carol McGill, President

**BOARD OF EDUCATION,
MILLBURN COMMUNITY CONSOLIDATED
SCHOOL DISTRICT #24,
LAKE COUNTY, ILLINOIS**



Jane Gattone, President

APPENDIX A: SALARY SCHEDULES

Step	2015-16 - 4% Increase												
	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD
A	\$ 37,477	\$ 38,722	\$ 39,967	\$ 41,211	\$ 42,457	\$ 44,324	\$ 45,647	\$ 46,971	\$ 48,293	\$ 49,615	\$ 50,287	\$ 50,958	\$ 52,300
B	\$ 38,212	\$ 39,481	\$ 40,750	\$ 42,019	\$ 43,290	\$ 45,194	\$ 46,542	\$ 47,891	\$ 49,240	\$ 50,588	\$ 51,273	\$ 51,957	\$ 53,326
C	\$ 38,683	\$ 39,968	\$ 41,253	\$ 42,538	\$ 43,824	\$ 45,752	\$ 47,117	\$ 48,483	\$ 49,848	\$ 51,213	\$ 51,906	\$ 52,599	\$ 53,984
D	\$ 39,066	\$ 40,364	\$ 41,662	\$ 42,959	\$ 44,258	\$ 46,205	\$ 47,583	\$ 48,963	\$ 50,341	\$ 51,720	\$ 52,420	\$ 53,119	\$ 54,519
E	\$ 39,309	\$ 40,615	\$ 41,921	\$ 43,226	\$ 44,533	\$ 46,491	\$ 47,879	\$ 49,267	\$ 50,654	\$ 52,041	\$ 52,746	\$ 53,449	\$ 54,857
F	\$ 40,095	\$ 41,427	\$ 42,759	\$ 44,091	\$ 45,424	\$ 47,421	\$ 48,836	\$ 50,252	\$ 51,667	\$ 53,082	\$ 53,801	\$ 54,518	\$ 55,954
G	\$ 40,897	\$ 42,256	\$ 43,614	\$ 44,973	\$ 46,332	\$ 48,370	\$ 49,813	\$ 51,257	\$ 52,700	\$ 54,144	\$ 54,877	\$ 55,609	\$ 57,074
H	\$ 41,699	\$ 43,085	\$ 44,469	\$ 45,854	\$ 47,240	\$ 49,318	\$ 50,790	\$ 52,263	\$ 53,734	\$ 55,205	\$ 55,952	\$ 56,699	\$ 58,193
I	\$ 42,509	\$ 43,921	\$ 45,332	\$ 46,746	\$ 48,158	\$ 50,276	\$ 51,776	\$ 53,278	\$ 54,777	\$ 56,278	\$ 57,039	\$ 57,800	\$ 59,322
J	\$ 43,330	\$ 44,770	\$ 46,208	\$ 47,648	\$ 49,089	\$ 51,247	\$ 52,777	\$ 54,307	\$ 55,835	\$ 57,366	\$ 58,141	\$ 58,916	\$ 60,468
K	\$ 44,164	\$ 45,748	\$ 47,332	\$ 48,916	\$ 50,500	\$ 52,876	\$ 54,559	\$ 56,243	\$ 57,927	\$ 59,611	\$ 60,464	\$ 61,317	\$ 63,024
L	\$ 45,030	\$ 46,614	\$ 48,198	\$ 49,782	\$ 51,366	\$ 53,742	\$ 55,425	\$ 57,108	\$ 58,792	\$ 60,474	\$ 61,328	\$ 62,182	\$ 63,889
M	\$ 45,908	\$ 47,492	\$ 49,078	\$ 50,662	\$ 52,247	\$ 54,622	\$ 56,305	\$ 57,989	\$ 59,672	\$ 61,356	\$ 62,209	\$ 63,064	\$ 64,771
N	\$ 46,799	\$ 48,385	\$ 49,969	\$ 51,554	\$ 53,138	\$ 55,514	\$ 57,197	\$ 58,881	\$ 60,565	\$ 62,248	\$ 63,103	\$ 63,956	\$ 65,664
O	\$ 47,691	\$ 49,276	\$ 50,859	\$ 52,444	\$ 54,029	\$ 56,405	\$ 58,088	\$ 59,772	\$ 61,455	\$ 63,138	\$ 63,993	\$ 64,846	\$ 66,554
P	\$ 48,643	\$ 50,229	\$ 51,814	\$ 53,398	\$ 54,982	\$ 57,359	\$ 59,041	\$ 60,725	\$ 62,409	\$ 64,091	\$ 64,946	\$ 65,799	\$ 67,507
Q	\$ 49,617	\$ 51,202	\$ 52,788	\$ 54,370	\$ 55,956	\$ 58,331	\$ 60,015	\$ 61,699	\$ 63,381	\$ 65,065	\$ 65,919	\$ 66,773	\$ 68,480
R	\$ 50,609	\$ 52,194	\$ 53,779	\$ 55,362	\$ 56,948	\$ 59,323	\$ 61,007	\$ 62,691	\$ 64,373	\$ 66,057	\$ 66,911	\$ 67,765	\$ 69,474
S	\$ 51,623	\$ 53,207	\$ 54,791	\$ 56,375	\$ 57,960	\$ 60,336	\$ 62,019	\$ 63,702	\$ 65,386	\$ 67,071	\$ 67,924	\$ 68,778	\$ 70,486
T	\$ 52,654	\$ 54,239	\$ 55,824	\$ 57,407	\$ 58,992	\$ 61,369	\$ 63,051	\$ 64,735	\$ 66,419	\$ 68,101	\$ 68,956	\$ 69,809	\$ 71,516
U	\$ 53,707	\$ 55,292	\$ 56,875	\$ 58,461	\$ 60,046	\$ 62,421	\$ 64,105	\$ 65,789	\$ 67,471	\$ 69,155	\$ 70,010	\$ 70,863	\$ 72,571
V	\$ 54,782	\$ 56,367	\$ 57,950	\$ 59,535	\$ 61,120	\$ 63,496	\$ 65,179	\$ 66,863	\$ 68,546	\$ 70,229	\$ 71,084	\$ 71,937	\$ 73,645
W			\$ 59,046	\$ 60,630	\$ 62,214	\$ 64,592	\$ 66,274	\$ 67,958	\$ 69,642	\$ 71,324	\$ 72,178	\$ 73,032	\$ 74,740
X			\$ 60,164	\$ 61,748	\$ 63,333	\$ 65,709	\$ 67,392	\$ 69,075	\$ 70,759	\$ 72,444	\$ 73,297	\$ 74,151	\$ 75,859
Y			\$ 61,305	\$ 62,888	\$ 64,473	\$ 66,848	\$ 68,532	\$ 70,216	\$ 71,898	\$ 73,582	\$ 74,436	\$ 75,290	\$ 76,998
Z			\$ 62,466	\$ 64,050	\$ 65,635	\$ 68,011	\$ 69,695	\$ 71,379	\$ 73,061	\$ 74,746	\$ 75,599	\$ 76,454	\$ 78,161
AA					\$ 66,821	\$ 69,197	\$ 70,880	\$ 72,564	\$ 74,249	\$ 75,930	\$ 76,785	\$ 77,638	\$ 79,347
BB					\$ 68,030	\$ 70,407	\$ 72,091	\$ 73,773	\$ 75,457	\$ 77,142	\$ 77,995	\$ 78,850	\$ 80,557
CC					\$ 69,265	\$ 71,641	\$ 73,324	\$ 75,008	\$ 76,691	\$ 78,374	\$ 79,229	\$ 80,082	\$ 81,790
DD					\$ 70,524	\$ 72,899	\$ 74,583	\$ 76,267	\$ 77,949	\$ 79,633	\$ 80,488	\$ 81,341	\$ 83,049

					2016-17 - 3% Increase									
Step	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD	
A	\$ 38,039	\$ 39,303	\$ 40,566	\$ 41,830	\$ 43,094	\$ 44,989	\$ 46,332	\$ 47,675	\$ 49,017	\$ 50,360	\$ 51,042	\$ 51,722	\$ 53,085	
B	\$ 38,601	\$ 39,883	\$ 41,166	\$ 42,448	\$ 43,731	\$ 45,654	\$ 47,016	\$ 48,380	\$ 49,742	\$ 51,104	\$ 51,796	\$ 52,487	\$ 53,869	
C	\$ 39,358	\$ 40,665	\$ 41,973	\$ 43,280	\$ 44,588	\$ 46,549	\$ 47,938	\$ 49,328	\$ 50,717	\$ 52,106	\$ 52,811	\$ 53,516	\$ 54,926	
D	\$ 39,844	\$ 41,167	\$ 42,491	\$ 43,814	\$ 45,139	\$ 47,124	\$ 48,530	\$ 49,937	\$ 51,343	\$ 52,749	\$ 53,463	\$ 54,176	\$ 55,604	
E	\$ 40,238	\$ 41,575	\$ 42,912	\$ 44,248	\$ 45,586	\$ 47,591	\$ 49,011	\$ 50,432	\$ 51,852	\$ 53,272	\$ 53,993	\$ 54,713	\$ 56,154	
F	\$ 40,488	\$ 41,833	\$ 43,178	\$ 44,523	\$ 45,869	\$ 47,886	\$ 49,315	\$ 50,745	\$ 52,174	\$ 53,602	\$ 54,328	\$ 55,053	\$ 56,503	
G	\$ 41,298	\$ 42,670	\$ 44,042	\$ 45,413	\$ 46,786	\$ 48,844	\$ 50,301	\$ 51,760	\$ 53,217	\$ 54,674	\$ 55,415	\$ 56,154	\$ 57,633	
H	\$ 42,124	\$ 43,523	\$ 44,923	\$ 46,322	\$ 47,722	\$ 49,821	\$ 51,307	\$ 52,795	\$ 54,281	\$ 55,768	\$ 56,523	\$ 57,277	\$ 58,786	
I	\$ 42,950	\$ 44,377	\$ 45,803	\$ 47,230	\$ 48,658	\$ 50,798	\$ 52,314	\$ 53,831	\$ 55,346	\$ 56,862	\$ 57,631	\$ 58,400	\$ 59,938	
J	\$ 43,784	\$ 45,239	\$ 46,692	\$ 48,148	\$ 49,603	\$ 51,784	\$ 53,329	\$ 54,876	\$ 56,420	\$ 57,966	\$ 58,750	\$ 59,534	\$ 61,102	
K	\$ 44,630	\$ 46,113	\$ 47,595	\$ 49,078	\$ 50,562	\$ 52,784	\$ 54,361	\$ 55,937	\$ 57,510	\$ 59,087	\$ 59,885	\$ 60,684	\$ 62,283	
L	\$ 45,489	\$ 47,120	\$ 48,752	\$ 50,384	\$ 52,015	\$ 54,462	\$ 56,196	\$ 57,930	\$ 59,665	\$ 61,399	\$ 62,278	\$ 63,157	\$ 64,915	
M	\$ 46,381	\$ 48,012	\$ 49,644	\$ 51,275	\$ 52,907	\$ 55,354	\$ 57,088	\$ 58,821	\$ 60,555	\$ 62,288	\$ 63,167	\$ 64,047	\$ 65,805	
N	\$ 47,286	\$ 48,917	\$ 50,550	\$ 52,182	\$ 53,814	\$ 56,261	\$ 57,994	\$ 59,728	\$ 61,463	\$ 63,197	\$ 64,076	\$ 64,956	\$ 66,714	
O	\$ 48,203	\$ 49,836	\$ 51,468	\$ 53,101	\$ 54,732	\$ 57,179	\$ 58,913	\$ 60,647	\$ 62,382	\$ 64,116	\$ 64,996	\$ 65,875	\$ 67,634	
P	\$ 49,121	\$ 50,754	\$ 52,384	\$ 54,017	\$ 55,650	\$ 58,097	\$ 59,831	\$ 61,565	\$ 63,298	\$ 65,033	\$ 65,913	\$ 66,792	\$ 68,551	
Q	\$ 50,103	\$ 51,736	\$ 53,368	\$ 55,000	\$ 56,632	\$ 59,080	\$ 60,813	\$ 62,547	\$ 64,281	\$ 66,014	\$ 66,894	\$ 67,773	\$ 69,532	
R	\$ 51,106	\$ 52,738	\$ 54,371	\$ 56,002	\$ 57,634	\$ 60,081	\$ 61,815	\$ 63,550	\$ 65,283	\$ 67,017	\$ 67,897	\$ 68,776	\$ 70,535	
S	\$ 52,127	\$ 53,760	\$ 55,393	\$ 57,023	\$ 58,656	\$ 61,103	\$ 62,837	\$ 64,571	\$ 66,304	\$ 68,039	\$ 68,919	\$ 69,798	\$ 71,558	
T	\$ 53,171	\$ 54,803	\$ 56,435	\$ 58,066	\$ 59,699	\$ 62,146	\$ 63,880	\$ 65,613	\$ 67,347	\$ 69,083	\$ 69,962	\$ 70,842	\$ 72,601	
U	\$ 54,233	\$ 55,866	\$ 57,499	\$ 59,129	\$ 60,762	\$ 63,210	\$ 64,943	\$ 66,677	\$ 68,411	\$ 70,144	\$ 71,024	\$ 71,903	\$ 73,661	
V	\$ 55,318	\$ 56,951	\$ 58,582	\$ 60,214	\$ 61,847	\$ 64,294	\$ 66,028	\$ 67,762	\$ 69,496	\$ 71,230	\$ 72,110	\$ 72,989	\$ 74,748	
W			\$ 59,688	\$ 61,321	\$ 62,954	\$ 65,401	\$ 67,135	\$ 68,869	\$ 70,602	\$ 72,336	\$ 73,216	\$ 74,095	\$ 75,854	
X			\$ 60,817	\$ 62,449	\$ 64,080	\$ 66,530	\$ 68,263	\$ 69,997	\$ 71,731	\$ 73,464	\$ 74,343	\$ 75,223	\$ 76,982	
Y			\$ 61,969	\$ 63,600	\$ 65,233	\$ 67,680	\$ 69,414	\$ 71,147	\$ 72,881	\$ 74,617	\$ 75,496	\$ 76,376	\$ 78,135	
Z			\$ 63,144	\$ 64,774	\$ 66,407	\$ 68,854	\$ 70,588	\$ 72,322	\$ 74,055	\$ 75,789	\$ 76,670	\$ 77,549	\$ 79,308	
AA					\$ 67,604	\$ 70,051	\$ 71,785	\$ 73,521	\$ 75,253	\$ 76,988	\$ 77,867	\$ 78,747	\$ 80,506	
BB					\$ 68,825	\$ 71,273	\$ 73,006	\$ 74,741	\$ 76,476	\$ 78,208	\$ 79,088	\$ 79,967	\$ 81,727	
CC					\$ 70,071	\$ 72,519	\$ 74,253	\$ 75,987	\$ 77,721	\$ 79,456	\$ 80,335	\$ 81,215	\$ 82,974	
DD					\$ 71,343	\$ 73,790	\$ 75,524	\$ 77,258	\$ 78,991	\$ 80,726	\$ 81,606	\$ 82,485	\$ 84,244	

APPENDIX B: EXTRA DUTY STIPEND SCHEDULE

Position	2015-2016	2016-2017	2017-2018*
EDUCATION			
Homework Hut	\$ 1,850	\$ 1,906	
Math Team Sponsor	\$ 1,850	\$ 1,906	
Game Club	\$ 360	\$ 371	
Student Council	\$ 1,850	\$ 1,906	
Newspaper	\$ 1,850	\$ 1,906	
Yearbook Sponsor	\$ 1,850	\$ 1,906	
Drama Club	\$ 2,554	\$ 2,631	
Drama Club Assistant	\$ 2,145	\$ 2,209	
Band (Symphonic)	\$ 3,400	\$ 3,502	
Band (Jazz-2 days/week)	\$ 2,250	\$ 2,318	
Band (Concert- 3 days/week)	\$ 3,400	\$ 3,502	
Band (Concert - 2 days/week)	\$ 2,250	\$ 2,318	
Band (Beginning-1 day/week)	\$ 2,000	\$ 2,060	
Choir (3 days/week)	\$ 3,400	\$ 3,502	
Choir (2 days/week)	\$ 2,250	\$ 2,318	
504 Leader	\$ 500	\$ 515	
NJHS Sponsor	\$ 1,000	\$ 1,030	
Tech Crew Sponsor	\$ 500	\$ 515	
Lunch Recess 30 Min.	\$ 1,850	\$ 1,906	
Cafeteria 30 Min.	\$ 1,850	\$ 1,906	
Mentor Program	\$ 235	\$ 242	

*2017-2018 Stipends Subject to Salary Formula

(See formula [Article 10.2] with a 2.5% floor and 3.5% ceiling)

Position	2015-2016	2016-2017	2017-2018*
SPORTS			
Flags Sponsor	\$ 375	\$ 386	
Soccer 8th	\$ 2,600	\$ 2,678	
Soccer 7 th	\$ 2,600	\$ 2,678	
Cross Country - Head Coach	\$ 2,600	\$ 2,678	
Cross Country – Assistant	\$ 1,850	\$ 1,906	
Volleyball (Girls) 8 th	\$ 2,600	\$ 2,678	
Volleyball (Girls) 7 th	\$ 2,600	\$ 2,678	
Volleyball(Girls) 6 th	\$ 1,850	\$ 1,906	
Scholastic Bowl	\$ 2,600	\$ 2,678	
Dance	\$ 2,200	\$ 2,266	
Cheerleading	\$ 2,200	\$ 2,266	
Basketball (Boys) 8 th	\$ 3,200	\$ 3,296	
Basketball Boys 7 th	\$ 3,200	\$ 3,296	
Basketball (Boys) 6 th	\$ 1,850	\$ 1,906	
Basketball (Girls) 8 th	\$ 3,200	\$ 3,296	
Basketball (Girls) 7 th	\$ 3,200	\$ 3,296	
Basketball (Girls) 6 th	\$ 1,850	\$ 1,906	
Wrestling- Head Coach	\$ 3,200	\$ 3,296	
Wrestling – Assistant	\$ 1,850	\$ 1,906	
Volleyball (Boys) 8 th	\$ 2,600	\$ 2,678	
Volleyball (Boys) 7 th	\$ 2,600	\$ 2,678	
Track -Head Coach	\$ 3,200	\$ 3,296	
Track – Assistant	\$ 1,850	\$ 1,906	
Athletic Director	\$ 4,800	\$ 4,944	

*2017-2018 Stipends Subject to Salary Formula

(See formula [Article 10.2] with a 2.5% floor and 3.5% ceiling)

Memorandum of Understanding

This "Memorandum of Understanding" is entered into this 23rd day of September, 2013, between the Board of Education of the Millburn School District 24 ("Board") and the Millburn Federation of Teachers ("Union") as a result of discussions between the Superintendent and the President of the Millburn Federation of Teachers. This "Memorandum of Understanding" shall be attached and become a part of the Collective Bargaining Agreement.

Tuition Reimbursement – Pursuant to section 10.7 of the agreement regarding tuition reimbursement, the parties agree that when it is in the best interest of the district to request that an employee or employees obtain a specific teaching endorsement for their license and grant funds have been awarded to the board that allows payment of more than \$200 per semester hour as specified in section 10.7 of the Agreement; both parties agree that the Board may reimburse an amount not to exceed the actual cost of tuition.

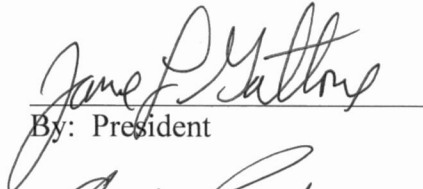
Millburn Federation of Teachers




By: President

Renewed July 6, 2015

Board of Education
Millburn District #24



By: President



By: Secretary