

**PROFESSIONAL NEGOTIATION AGREEMENT**

**between**

**the Board of Education of  
Palos Community Consolidated Schools  
District Number 118**

**and**

**the Palos Education Association  
chartered with  
the Illinois Education Association  
and the National Education Association**

**2018-2019, 2019-2020, 2020-2021**

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## PREAMBLE

The Board of Education of District 118, Cook County, Palos Park, Illinois, hereinafter referred to as the "Board", and the Palos Education Association, hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of the District. Both parties acknowledge the attainment of this educational objective as a joint responsibility of the Board, the administrative and supervisory staff, and professional teaching personnel, and that the attainment of this objective requires staff participation in the consideration of matters affecting salaries, fringe benefits, conditions of employment and grievance procedures.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of all matters stated above.

The Association recognizes that the Board of Education has full authority and responsibility under the laws of the State of Illinois for making decisions as to employment, tenure, or discharge of any of its employees. The Board of Education and the Association recognize, understand and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law, and that the provisions of any professional negotiations agreement that is negotiated by the Board with the Association cannot conflict with the provisions of the Constitutions of the United States and the State of Illinois, the Illinois School Code, or other pertinent statutes of the State of Illinois or the Illinois School Code, as well as the decisions of the courts of the United States and of the State of Illinois. The Association recognizes that in the operation of the schools the Board is guided by the regulations and criteria for the approval, recognition and accrediting of schools promulgated by the State Superintendent of Education of the State of Illinois, as well as federal education agencies when applicable. The Association recognizes the Board's right to direct the operation of the schools and the Board's right to delegate to its administrators the assignments of all certified personnel, providing that such rights shall be exercised in conformity with the provisions of this Agreement.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Code of Ethics of the Education Profession as adopted by the National Education Association, December, 1970, hereinafter referred to as the "Code of Ethics".

## ARTICLE I

### Recognition

- Section 1.1     **Recognition.** The Board of Education of District 118, Cook County, Palos Park, Illinois, hereinafter referred to as the "Board", hereby recognizes the Palos Education Association, hereinafter referred to as the "Association", affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiating agent for all full time and part time certified personnel except all supervisory, managerial, confidential, and short-term employees as defined by the Illinois Education Labor Relations Act (IELRB Case No. 2018-RS-0010-C).
- Section 1.2     **Definition.** The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.1 above.
- Section 1.3     **Exclusive Representative.** The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher or group of teachers during the duration of this Agreement on matters subject to negotiations.
- Section 1.4     **Board Authority.** The Association agrees that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois, provided that such powers and duties shall be exercised in conformity with the provisions of this Agreement.
- Section 1.5     **Teacher Rights.** The Board agrees that nothing contained herein shall be construed to deny any teacher rights he/she may have under the School Code of the State of Illinois or under other applicable laws and regulations, and the exercise of these rights shall not be the grounds for any disciplinary or discriminatory action against a teacher.
- Section 1.6     **Non-Discrimination.** Both parties agree that they shall not discriminate against an employee or applicant for the reason of race, creed, color, marital status, sexual orientation, sex, age, national origin, religion, political affiliation and ancestry. The Board reserves the right to assign personnel.
- Section 1.7     **Notification of Board Meetings.** The Board agrees that the president of the Association or his/her designee shall be given notice of any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting.
- Section 1.8     **Board Policy Manual.** The Board Policy Manual shall be maintained online.
- Section 1.9     **Newly Hired Teachers.** The Board agrees that the names and addresses of newly

hired teachers shall be available to the Association within fourteen (14) days after approval of their contracts by the Board.

- Section 1.10 Board Minutes. Board minutes and other information required by law to be maintained online shall be maintained online.
- Section 1.11 Work Year. By law, the School District must plan not less than one hundred eighty-five (185) school days including Institute Days. Teachers new to the District since January 1 of the preceding school year will have four (4) orientation workshop days preceding the opening of school. Teachers subject to this requirement shall not receive any additional compensation for the orientation workshop days. Except as provided above, the teacher's work year shall not exceed one hundred eighty-two (182) attendance days.
- Section 1.12 School Calendar. The Board shall prepare the school calendar and shall comply in every respect with the provisions of the School Code of the State of Illinois. Prior to approval of the school calendar for the ensuing year, the Board of Education will consider the recommendations of the Association regarding said calendar.
- Section 1.13 Association Meeting. The PEA president, grievance chairperson and negotiations chairperson shall be able to meet with teachers at any school outside the teacher day with prior notification to the principal.
- Section 1.14 Association Leave. The Association will be allowed ten (10) leave days per year provided that the Association pays the cost of the substitutes. This is subject to prior approval by the superintendent and the authorization of the Association president.
- Section 1.15 Fair Share. No teacher shall be required to join the Association as a condition of employment. However, each teacher, 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 which shall be a proportionate amount of the dues required of members of the Association, including local, state and national dues.
- a. In the event that the teacher does not pay his/her fair share fee directly to the Association, the Board shall deduct the fair share fee from the wages of the non-member in the same manner as the deductions are made for members.
  - b. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

The purpose of this fair share fee is for deferring the cost of services rendered by the Association to non-members. These costs include, but are not limited to, the



negotiation and administration of this Agreement.

The Association shall, on a yearly basis, certify the amount of the fair share fee. The certification must be written and signed by the president of the Association and must include a financial breakdown of the fair share fee. No teacher shall be required to pay the fee, nor shall the Board be required to deduct the fee, until the certification document is submitted. In addition, the Association shall certify to the Board that "Notice of Fair Share" has been given in accordance with the Illinois Educational Labor Relations Board (IELRB) rules and regulations. No payroll deductions of fair share fees shall be made by the Board until at least fourteen (14) days after such certification.

The following restrictions which are mandated by law shall be observed:

- a. The fair share fee shall not exceed the amount of dues normally charged to Association members.
- b. The fair share fee shall not include any costs or contributions related to elections or political purposes.
- c. The non-members who object to the fair share fee on bona fide religious grounds are excused from payment to the Association but must pay the amount of the fair share fee to a non-religious charitable organization mutually agreed upon by the nonmembers and the Association. If the non-member and the Association do not agree, the non-member shall select a charity from the list developed by the IELRB.

In the event of any legal action against the Board, its members, officers, agents, and teachers brought in a court or administrative agency because of compliance with this fair share provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. Except in actions filed with the Illinois Educational Labor Relations Board, the Board shall give prompt notice of such action, in writing, to the Association, and permits the Association intervention as a party if it so desires, and
- b. In any action, no matter where filed, the Board shall give all reasonable 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, provided, however, that nothing set forth herein shall require the District to create information or release employees from work with pay.

The Association shall indemnify, defend, 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 or loss 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 clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board.

Section 1.16 Headings. Article, Section and Paragraph headings are included for ease of reference only and are not to be considered substantive provisions of this Agreement.

Section 1.17 Part Time Teachers. Notwithstanding any other provision of this Agreement, part time teachers covered by this Agreement shall be entitled to a pro-rated share of salary based on their percentage of a full day worked, at a salary schedule placement to be determined by the Superintendent, and shall not be entitled to any other benefit or compensation other than the following:

- if greater than or equal to 0.5 FTE:
  - health, dental and life insurance at same contribution rate as full time teachers;
  - 12 sick days;
  - 2 personal days;
  - NO other benefits and NO salary schedule movement.
- if less than 0.5 FTE:
  - NO benefits and NO salary schedule movement.
- if tenured, all the same benefits as full time teachers.

## ARTICLE II

### Representation Referendum

Section 2.1 Any organization challenging the Association shall proceed in accordance with the applicable provisions of the Illinois Educational Labor Relations Act.

## ARTICLE III

### Negotiations

- Section 3.1     Negotiations Procedures. Unless otherwise mutually agreed to, the negotiations procedure shall be as follows: Both parties agree to participate in negotiations in good faith through their duly designated representatives.
- Section 3.2     Bargaining in Good Faith. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, and grievance procedures.
- Section 3.3     Authority. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.
- Section 3.4     Right to Organize. The Board agrees that the teachers shall have the right to organize, join and assist the Association; to participate in professional negotiations with the Board through representatives of their own choosing; and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the educational program.
- Section 3.5     Individual Contracts. The Board agrees to not issue individual teacher contracts or employment agreements during negotiations, mediation or fact-finding, or before agreement has been reached between the Board and Association; however, the Board may issue individual contracts to newly employed and non-tenure teachers. All individual contracts shall be binding upon the teachers and adjusted to conform with the negotiated settlements.
- Section 3.6     Team Composition. Each team to negotiations shall select its negotiating representatives provided that the board shall not select a teacher, as herein defined, as its representative.
- Section 3.7     Negotiations Schedule. Negotiations shall begin no later than the first Tuesday in March unless both parties agree to an alternate date in writing. Meetings shall be held as necessary at times and places mutually agreed to by both parties.
- Section 3.8     Tentative Agreements. During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached. Minutes may be taken at each negotiations session.

- Section 3.9    **Unchanged Contractual Items.**    Contractual items which have not received additions or revisions during negotiations shall be incorporated into the contract.
- Section 3.10   **Final Approval.**    When the negotiating teams reach tentative agreement on all matters being negotiated, the items will be reduced to writing and be given to the negotiating teams for official approval.
- Section 3.11   **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 School District 118 or the administrative offices of the Board of Education of School District 118. The Board agrees that it will not, during the term of this Agreement, lockout any bargaining unit member.

## ARTICLE IV

### Grievance Procedures

#### Section 4.1 Definitions

- a. A grievance is an alleged violation, misinterpretation or inequitable application of a specific provision(s) of this Agreement.
- b. An "aggrieved person" is the individual person or persons making the claim or on whose behalf the claim is being made.
- c. A "grievant" is the aggrieved person(s) or the Association.
- d. The term "person" or "persons" includes teachers or groups who are members of the faculty and the Association covered by this Agreement.
- e. "Days" referred to will be construed to mean actual school teaching days unless otherwise mutually agreed upon in writing.

#### Section 4.2 Purpose

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Level One of these procedures.

#### Section 4.3 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the grievance chairperson and the administration. In the event a grievance is filed on or after June 1, which would be left unresolved until the beginning of the following school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One. An aggrieved person covered by the Agreement shall have an informal conference with the appropriate administrator and/or supervisor within fifteen (15) school days from the date of an alleged violation of the Agreement. An Association representative shall be present for this conference. The request for

the conference must be in writing to said administrator/supervisor stating the reason(s) for the conference and noting who will be in attendance.

After Level One, as the aggrieved person(s) exclusive representative, the Association may represent the aggrieved person. At that point, the Association shall be deemed the grievant and shall act on the aggrieved person(s)' behalf.

Level Two. If the results of Level One are unsatisfactory, the individual(s), the Association on behalf of the individual, or Association may file a formal grievance within five (5) days following the date of the informal conference. The grievance shall be filed with the same administrator/supervisor involved in the informal conference. A formal written grievance shall be filed at the same administrative/supervisory level as the informal grievance.

The written grievance must: 1) state the alleged violation, 2) the nature of the violation, 3) the remedy requested, 4) request a formal conference, and 5) note the name of the grievance chairperson and/or his/her designee who will meet with the administrator/supervisor and/or his/her designee. The administrator/supervisor shall schedule a Level 2 meeting with the individuals within five (5) school days of the receipt of written formal grievance. The aggrieved person need not be present for the meeting. The administrator/supervisor in attendance shall submit a written decision of this formal grievance conference to the concerned parties within five (5) school days immediately following the conference, not including the date of the conference.

Level Three. If a satisfactory agreement is not reached at Level Two, the grievant or the Association on behalf of the aggrieved person may appeal to the superintendent or his/her designee in writing within five (5) days after he/she has received the decision of the building principal or his/her designee. A copy of the appeal shall be furnished to the building principal or his/her designee. The superintendent or his/her designee shall hold a conference within ten (10) days after the filing of the appeal, and a written decision shall be rendered by him/her or his/her designee within five (5) school days after holding the said conference. The aggrieved person need not be present for the meeting.

Level Four. If the grievant is not satisfied with the decision in Level Three, the grievant or the Association on behalf of the aggrieved person, may appeal to the Board within ten (10) days after having received the written decision of the superintendent. This appeal shall be in writing and copies thereof shall be furnished to the building principal and the superintendent. Within fourteen (14) days after receipt of the appeal, the Board shall notify the grievance in writing of the date when the Board will hear the grievance. The Board shall hear the grievance at its next regularly scheduled board meeting or at its next regularly scheduled board meeting thereafter. The grievant shall attend the Level Four hearing. The aggrieved person need not be present for the meeting. The Board shall render its decision in writing, through the superintendent's office within ten

(10) days after the regularly scheduled school board meeting at which the grievance is heard.

Level Five. In the event the grievant is not satisfied with the disposition of the grievance at Level Four, the grievance may be submitted by the Association (not by an individual employee) to arbitration before an arbitrator chosen by the parties hereto. The request for arbitration must be filed in writing with the Superintendent within ten (10) school days of the Board's Level Four decision. The Association shall request a panel of seven (7) arbitrators of the Federal Mediation and Conciliation Service. The parties shall alternatively strike the names of arbitrators from the panel, with the Association striking first. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel in its entirety. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement or require action that is prohibited by law. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated, misinterpreted or misapplied. The decision of the arbitrator shall be rendered to the Board and to the Association in writing and shall be binding upon both parties.

#### Section 4.4 Rights to Representation

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement. However, the aggrieved person will retain the right to secure legal counsel or other representation at his own expense.

#### Section 4.5 Miscellaneous

- a. A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if, in the judgment of the Association, the grievance affects a group of teachers, the Association may process the grievances at the appropriate level.
- b. Copies of all written decisions of grievances shall be sent to all parties involved.
- c. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- d. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- e. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.



- f. In the event the Agreement is violated under the definition stated in Article IV, the Association may file a grievance on behalf of the Association at the appropriate administrative/supervisory level.
- g. If a grievance is not filed within the time allowed, the grievant waives the right to proceed with the grievance. If the grievant or the Association fails to appeal any decision within the time frames set forth above, the grievance shall be deemed settled and resolved based on the last answer of the Employer. If the Employer fails to provide an answer within the time frames set forth above, the grievance shall be considered denied at that Level and the Association shall be entitled to advance it to the next Level.

## ARTICLE V

### Teacher Evaluation

Section 5.1 Minimum Requirements. Non-tenured teachers shall be evaluated at least once every school year, and tenured teachers shall be evaluated at least once in the course of every two (2) school years. Evaluations shall be conducted in accordance with the procedures and timelines set forth in the Palos Community Consolidated School District 118 Teacher Evaluation Plan as well as Section 24A-5 of the Illinois School Code and all applicable sections of the Illinois Administrative Code. It is understood that the conclusions, judgments and recommendations of the evaluator(s) which result from the evaluation procedure are not subject to the grievance procedure. Alleged violations of the procedure described in the Teacher Evaluation Plan may be grieved, but the remedy shall be to correct any procedural error and not to invalidate the evaluation. Recommended changes to the Plan shall be made in compliance with the procedures set forth in the Teacher Evaluation Plan.

## ARTICLE VI

### Rights and Responsibilities

- Section 6.1    Licensure. All categories are set up on the basis of a regular State Teacher's License. A teacher shall not be required to teach outside the limits of the license(s) or endorsement(s) held.
- Section 6.2    Teacher Discipline. The Board agrees that its rules and regulations governing teacher conduct shall be reasonable and that enforcement of teacher discipline shall be fair and for just cause. This clause does not pertain to the dismissal of a probationary teacher. Dismissal of Tenured Teachers shall be pursuant to Section 5/24-12 of the School Code.
- Section 6.3    Maintenance of Discipline. The School Code of Illinois, Section 5/24-24, includes the following language: Teachers and other certificated educational employees shall maintain discipline in the schools. In all matters relating to the discipline in and conduct of the schools and the school children, they stand in the relation of parents and guardians to the pupils. This relationship shall extend to all activities connected with the school program and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents or guardians. Nothing in this section affects the power of the Board to establish rules with respect to student discipline.
- Section 6.4    Instructional Efforts. Teachers shall assume the responsibility for adequate growth of the pupils they are assigned to teach. Teachers shall utilize the results of tests and other evaluative criteria and measures to improve the effectiveness of their instruction. Teachers shall use the counseling and special services of the District to improve their instructional efforts.
- Section 6.5    Teaching Innovations. Teaching innovations shall be encouraged in the presentation of instructional materials which are pertinent to the subject and level taught within the planned instructional program, including curriculum guides, and which encourage free inquiry and learning.
- Section 6.6    Professional Consideration. Neither Board members, administrators, nor teachers shall criticize the other in the presence of students.
- Section 6.7    Complaints Against Teachers. Any complaint by a parent of a student directed toward a teacher shall be handled by an administrator whenever possible. If the administrator feels that remedial action must be taken, he/she shall first hold an administrator-teacher conference and, if deemed necessary by the administrator, a parent-teacher conference to try to satisfactorily remedy the situation. The Administration must notify a teacher of any complaint by a parent or student before the complaint may be used as the basis for any discipline or adverse evaluation. The notice will be given by the administration promptly upon its determination that the complaint may result in imminent discipline or adverse

evaluation but in no event later than fifteen (15) school days after the administrator-teacher conference or parent-teacher conference whichever event shall last occur.

- Section 6.8 Teachers' Advisory Council. A teachers' advisory council in each building may be formed to meet with the principal, outside the pupil contact day, to help plan building policies and coordinate activities.
- Section 6.9 Leaving the Building. The building principal may permit teachers to leave the building during planning periods for educational functions.
- Section 6.10 School Functions. Teachers shall encourage and support school functions outside the regular instructional program which may contribute to the pupils' development in attitudes, appreciation, behavior and special abilities.
- Section 6.11 Unassigned Time. Except for the lunch period, it is strongly urged that unassigned time of a teacher shall be devoted to instructional duties.
- Section 6.12 Outside Employment. Teachers recognize that their primary position is teaching and outside employment should not interfere with performance of their primary position.
- Section 6.13 Plan Time. Planning time shall be provided for each teacher during each teacher duty day as determined by the Board of Education. Teachers shall have the right to free use of the building during their planning periods providing they do not interrupt learning activities.
- Section 6.14 Attendance Responsibilities. Each teacher is responsible for taking daily attendance and for submitting such other reports as required by the principals or the superintendent.
- Section 6.15 Care of Property. School Code of Illinois 5/24-17. Every teacher shall see that the property of the District under his/her care and control is not unnecessarily damaged or destroyed. No teacher shall be paid any part of the school funds unless he/she has furnished schedules, when required by law, and has satisfactorily accounted for all books, apparatus and other property belonging to the District.
- Section 6.16 Extra Responsibilities. Emergency situations may require staff members in special areas to assume responsibilities not normally associated with their area of specialization. These emergency responsibilities may not be perpetuated beyond one (1) week without agreement with the Association.

## ARTICLE VII

### Working Conditions

#### Section 7.1 Teacher Personnel File

A teacher will be allowed to examine his/her certificated employee record folder, which is maintained in the Central Administrative office, in the presence of an administrator. All items in his/her folder may be examined with the exception of references and/or credentials from colleges and universities. The file may contain the following:

- a. Latest official transcripts of credits.
- b. Official record of previous service, if any.
- c. Necessary references and documents as requested in writing by the Superintendent.
- d. A copy of any correspondence to or about the individual teacher, provided that prior written notification is given as to placement in folder.
- e. The teacher has the privilege of responding to such correspondence and having the reply placed in his/her folder if he/she desires.
- f. Teacher Evaluations.
- g. The teacher shall be notified of a request from the public for information from his/her personnel file.

#### Section 7.2 Professional Meetings

- a. Teachers shall attend all meetings as required by the Board and shall be punctual at these meetings and all other assignments.
- b. Attendance at professional meetings:
  1. When schools are closed for professional meetings, attendance is obligatory and teachers are to pay their own expenses incurred in attendance. Affidavits of attendance may be required of teachers.
  2. Teachers are urged to actively participate in their professional organizations on a local, state and national level.
  3. The Board of Education may pay all or a portion of the expenses of such participation at the recommendation of the Superintendent.

- c. Inservice Meetings. The administration and teachers will continue to cooperatively plan inservice training meetings and workshops pursuant to applicable provisions of the Illinois School Code.

### Section 7.3 Teaching Vacancies, Positions and Assignments

- a. Employment After Beginning of School Term. The Association recognizes that circumstances may require the District to employ licensed personnel after the beginning of the school term. They will receive the following:
  - 1. Any credit on the Salary Schedule for previous public school teaching experience will be as provided in Article IX, Section 9.2 c. The annual salary will then be prorated according to the length of employment appropriate to the fractional part of the school year.
  - 2. Hospitalization insurance upon employment.
  - 3. One (1) sick leave day per month of employment. Unused sick leave days shall accumulate if consecutive annual employment is awarded the individual.
  - 4. Teachers employed prior to March 15 shall receive one (1) personal business day deductible from their sick leave.
  - 5. Retirement contributions shall be deducted from each paycheck according to the guidelines established by the Illinois Pension Code.
  - 6. Tenure is obtained pursuant to the applicable provisions of the School Code of Illinois.
- b. Teaching Assignments
  - 1. Teaching assignments will be made by the superintendent with the approval of the Board of Education. Teachers involved will be consulted, but the final decision will rest with the Board of Education.
  - 2. All personnel vacancies and new positions shall be posted on the District's website for at least one week. The Association's President shall be notified of all vacancies. Notification shall consist of an email to the Association President at his or her District email address. The Board's selection of a candidate for a new or vacant position not otherwise required to be filled pursuant to Section 24-12 of the Illinois School Code shall be based on

consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations if available), and relevant experience. The length of continuing service with the School District shall not be considered as a factor unless all other factors are determined by the School District to be equal. The School District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure of this Agreement, provided that the posting requirement set forth in this paragraph has been complied with.

3. The Superintendent will distribute preference sheets in January of each school year. All employees shall fill out and return the preference sheets. The information provided in the preference sheets shall be used to determine teachers' interest in moving to a different position but shall not be binding on the Administration.

Prior to March 1, a staff member may submit to their building principal and the Superintendent a letter requesting consideration for assignment to another position in their building or to another building.

By March 1 of the second year a projected staffing plan will be complete by the Administration and shared with the professional staff and a copy will be sent to the Association.

No later than May 1 of the school year each staff member returning for the coming year shall be notified in writing of their tentative building and teaching assignments.

During the month of April persons being considered for a grade level or building transfer in the District will be given written notice as to the reason(s) for the contemplated transfer and be provided with an opportunity to be consulted prior to May 1 by their respective building principal. During the meeting the person shall be given the opportunity to express a rationale for re-consideration of the assignment, share concerns about the new assignment, and discuss their own personal professional plans. If the affected person is being assigned to another building, the individual will also be provided an opportunity to consult with the principal of the building being assigned to for the coming year. The teacher requesting the meeting will be notified of the Principal's decision. If a teacher does not request a meeting within one (1) week of receiving the written notice of contemplated transfer, then the transfer shall go forward as proposed.



During the month of May a staff member desiring to have their new assignment re-considered, shall submit a letter to the Superintendent of Schools setting forth the reasons for reconsideration and suggested assignment. The Superintendent of Schools shall meet with the staff member prior to June 1 to hear the request for re-consideration. The staff member shall be notified no later than June 1 of their tentative assignment for the coming school year.

The Superintendent has the right to transfer teachers without their consent and a contemplated transfer may go forward even if the teacher does not agree to the transfer or agree with the stated reasons for it. The decision to issue a transfer is a management right and not subject to the contractual grievance procedure.

All assignments from June 1 until the start of the school year shall remain as tentative and can be changed as deemed appropriate by Administration. The Association will be notified in writing prior to the start of the next school year of changes that occur after June 1.

#### Section 7.4 Reduction in Force

- A. In the event that the Board determines it to be necessary to reduce the number of licensed employees in the school system or to discontinue some particular type of teaching service, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term together with a statement of honorable dismissal and the reasons therefor. The sequence of dismissal shall be as provided in B. below.
- B. The sequence of dismissal shall be established each year by not less than 75 days before the end of the school term. A copy of the list showing each teacher by name and categorized by position and the groupings set forth below shall be given to the Association President, provided that the Superintendent may, with notice to the Association, move teachers from Grouping 1 to another during the period of time from 75 days until 45 days before the end of the school term. Each teacher will be categorized into one or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10 of the prior school year. Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:
  - 1. Grouping 1 shall consist of each teacher who is not in contractual continued service and who (i) has not received a performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on

leave, or (iii) is employed on a part-time basis. "Part-time basis" for purposes of this subsection means a teacher who is employed to teach less than a full day, teacher work load or less than five (5) days of the normal student attendance week. For purposes of this subsection, a teacher (A) who is employed as a full time teacher but who actually teaches or is otherwise present and participating in the district's educational program for less than a school term, or (B) who, in the immediately previous school term, was employed on a full time basis and actually taught or was otherwise present and participated in the district's educational program for 120 days or more, is not considered employed on a part time basis.

2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last two (2) performance evaluation ratings.

3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Satisfactory or Proficient on both of the teacher's last two (2) performance evaluation ratings, if two (2) ratings are available, or on the teacher's last performance evaluation rating, if only one (1) rating is available, unless the teacher qualifies for placement into grouping 4.

4. Grouping 4 shall consist of each teacher whose last two (2) performance evaluation ratings are Excellent and each teacher with two (2) Excellent performance evaluation ratings out of the teacher's last three (3) performance evaluation ratings with a third rating of Satisfactory or Proficient.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Grouping 1 dismissed first and teachers in Groupings 4 dismissed last.

Within Grouping 1, the sequence of dismissal is at the discretion of the school district. Within Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last two (2) performance evaluation ratings, if two (2) ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in Grouping 2 with the same average performance evaluation rating and within each of Groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district or joint agreement must be dismissed first.

Nothing in this Agreement shall be construed as limiting the right of the Board to dismiss non-tenured teachers in accordance with Section 24-11 of the Illinois School Code.

#### Section 7.5 Class Size

a. The administration will strive for the following pupil-teacher ratio:

1.	Kindergarten	21 to 25
2.	Grades 1, 2 and 3	21 to 25
3.	Grades 4 and 5	24 to 28
4.	Departmentalized 6, 7 and 8	26 to 30

This ratio shall be maintained through the third quarter of each school year. When the pupil-teacher ratio exceeds such limits by fifteen percent (15%) a conference will be held by the teacher(s) and administration to explore a possible solution.

- b. It is recommended that the newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels.
- c. The parties recognize that pupils having special physical, mental and emotional problems may require specialized classroom experience and that the presence of such pupils in regular classrooms may interfere with the normal instructional program and place extraordinary demands upon the teacher. The parties agree that when these demands become overly burdensome, the teacher, case manager and a representative of the teacher's choosing may bring the issue to the attention of the building principal. The principal shall endeavor to work collaboratively with the parties in order to find a solution.
- d. Particular attention shall be given to reducing class size and providing the appropriate specialized assistance, such as conferences with parents, special education teachers, guidance counselors and other concerned personnel when special pupils are placed in regular classes. Emphasis will be placed on the distribution of students with special needs in collaboration with the affected teachers.

#### Section 7.6 Teacher Day

- a. **Duty Free Lunch.** Teachers shall be entitled to a duty-free lunch of at least thirty (30) minutes but no less than the lunch period afforded to the students in the building in which they work.
- b. **Extracurricular Duties.** Extracurricular duties set forth in the extra duty stipend schedule shall be on a voluntary basis.

- c. **Substitute Teachers.** Every reasonable effort shall be made to provide a substitute teacher when a teacher is absent due to illness or personal business. Nothing herein, however, shall prohibit special assignments by mutual agreement necessary to deal with certain unusual or emergency situations.
- d. **Internal Substituting.** Every reasonable effort shall be made to maintain internal substitution on a voluntary basis. Teachers shall be paid on a pro-rata basis of twenty-five dollars (\$25.00) per hour. Nothing herein, however, shall prohibit special arrangements by mutual agreement necessary to deal with certain unusual or emergency situations. In the event that a physical education teacher substitutes for another physical education teacher simultaneously with his or her assigned class, the teacher shall be compensated an additional flat rate of twenty five dollars (\$25.00) for that class period.
- e. **Curriculum Night.** Released time of one and one-half (1- 1/2) hours shall be granted on the day of the Curriculum Night.
- f. **Working Conditions.** The Board and the Association recognize that the following working conditions exist in District 118:
  - 1. **Recess-Playground Duty.** Recess-playground duty is voluntary provided, however, that on those days when, due to inclement weather, students are to attend recess indoors, then kindergarten through fifth (5th) grade teachers shall be required to supervise their students in their classrooms. The decision as to whether inclement weather requires indoor recess shall be made by the building principal based upon the principal's reasonable discretion. On inclement weather days, playground personnel, other non-teacher personnel or administrators will visit during or near recess times to provide teachers with a comfort break.
  - 2. **Workday.**
    - i. **Palos South.** The teacher work day at Palos South for sixth (6th), seventh (7th), and eighth (8th) grades is six (6) hours and forty (40) minutes including a thirty (30) minute, duty-free lunch period. The teacher work day at Palos South will begin at 8:00 a.m. In the event that a sixth (6th) grade is housed in an elementary school building, then, for sixth (6th) grade, the teacher work day and the start of the school day shall be the same as that for that elementary school.
    - ii. **Palos East and West.** The teacher work day in the

elementary schools is seven (7) hours including a forty (40) minute, duty-free lunch. The teacher work day in the elementary schools will begin at 8:30 a.m.

- iii. Change of Start Time. The Board, Superintendent or designee may change the beginning time for the teacher work day; however, should such a decision be made, it is understood that the length of the teacher work day will not be extended. The Association will be given the opportunity to bargain the impact of said decision.
- 3. End of Teacher Workday. Teachers will be available for a sufficient period beyond the teacher work day to attend to those matters which properly require attention at that time including, but not limited to, faculty meetings and consultations with parents when scheduled directly with the teachers. On days preceding holidays and vacations, teachers may leave the buildings as soon as children have been dismissed and all necessary or routine tasks have been completed.
- 4. Committees. Teacher participation in building committees or district committees, as defined herein, will be voluntary except where released time is provided for the participants. Voluntary committee assignments are ones which are established by the administration to seek input representative of an entire building faculty or the entire faculty of the District (including certain District-wide curriculum committees which may not necessarily seek input representative of the entire faculty of the District) and which include the participation of at least two (2) teachers, meet on a regular/long-term basis, and either address educational objectives of the District or deal only with faculty social/hospitality matters. Meetings such as grade level(s), department(s), staffing(s), and all others not meeting the criteria above or covered in other portions of the contract are not considered voluntary.
- 5. Building Faculty Meetings. Unless notified of an alternate day of the week, other than Friday, at least forty-eight (48) hours in advance, building faculty meetings which extend beyond the teacher work day will be held on Wednesday upon prior notification at least the week before and will not exceed fifty (50) minutes ordinarily. A building faculty meeting is defined as a meeting requiring the attendance of the entire faculty of a given school. Nothing herein, however, shall prohibit other arrangements by mutual agreement or other actions necessary to deal with emergency situations.

6. **Planning Time and Professional Responsibilities.** Each full time seventh (7th) and eighth (8th) grade teacher will have available two hundred fifteen (215) minutes each week within the student day of six and one-half (6-1/2) hours for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences. The minutes available to each full time first (1st) through fifth (5th) grade teacher for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences shall be two hundred (200) minutes each week. The minutes available to each full time kindergarten teacher for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences shall be no less than two hundred (200) minutes each week. When a sixth (6th) grade is housed at the middle school, full time sixth (6th) grade teachers will have available two hundred fifteen (215) minutes each week within the student day of six and one-half (6-1/2) hours for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences. In the event that a sixth (6th) grade is housed in an elementary school, then a full time sixth (6th) grade teacher will have available two hundred (200) minutes each week for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences. Specials at East and West Schools will have available two hundred (200) minutes each week and specials at South School will have available two hundred fifteen (215) minutes within the student day of six and one-half (6-1/2) hours for preparation of lessons and materials, student staffings and conferences, and parent and administrative conferences.
7. **Traveling Teachers.** Administration is mindful of the fact that certain teachers who travel between buildings within the regular school day may, in some instances, find it useful to receive some additional planning and preparation time. The administration may, in its discretion, grant additional planning and preparation time to such teachers when deemed by the administration to be in the best interests of the District.
8. **Recess.** First (1st), second (2nd) and third (3rd) grades shall have three (3) fifteen (15) minute recesses and two (2) twenty (20) minute recesses per week, and kindergarten, fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) grades shall have five (5) fifteen (15) minute recesses per week, prorated by administration for less than full weeks. On days when an assembly causes an interruption of a regularly scheduled recess period, the principal is not required to change the schedule in order to make up recess time. The administration is encouraged



to make every effort to schedule assemblies at various times and on different days throughout the school year. In the event that a sixth (6th) grade is housed in an elementary school, the sixth (6th) grade shall not have daily recesses. Such recesses are exclusive of the lunch period. In case of inclement weather, the current indoor recess supervision procedure shall be employed.

9. Middle School Pupil Contact Time. The teacher load at the middle school for sixth (6th) seventh (7th) and eighth (8th) grades will not exceed thirty (30) periods of pupil contact weekly (not including homeroom or connections periods). Not more than twenty-five (25) of the thirty (30) periods will be for instruction. For any teacher who is asked to teach an additional period daily, the pay shall be 1/8 of their salary. Special area teachers' instructional periods shall be calculated on an annual basis and shall not exceed the limits of this clause. This section dealing with thirty (30) periods of pupil contact weekly, not more than twenty-five (25) of which shall be for instruction, does not apply to full time sixth (6th) grade teachers.

10. Inclement Weather. On those days when the weather is inclement, teachers will commence supervision of students in their classrooms ten (10) minutes prior to the start of the student day at East and West without additional pay. The decision as to whether the weather is inclement shall be made by the building Principal based upon the Principal's reasonable discretion.

g. Records Day

There shall be a one-half (1/2) Records Day on the day prior to the last day of school.

h. Last Day of School

The last day of school shall be a shortened day for pupil-teacher contact time not to exceed two (2) hours. Teachers may leave the buildings after the students are dismissed and when all necessary responsibilities are completed.

Section 7.7 Licensure

Teachers shall comply with all applicable requirements relating to teacher licensure and license renewal.



## Section 7.8 Cameras

The central purpose for the adoption and implementation of the Video Surveillance on School Property Policy is to reduce student disciplinary problems and to protect school property. Notwithstanding the foregoing, in the event that any video equipment captures an employee engaging in employee misconduct, such video recording may be used by the District to impose discipline, which is governed by section 6.2 of the collective bargaining agreement for such misconduct. The District shall permit the Teacher's Association to view the portion of the video recording relating to the employee's alleged misconduct. Video monitoring equipment that is housed in gymnasiums will begin recording at 4:00 p.m. and will discontinue recording at 7:00 a.m. Recording on weekends and during periods when school is not in session will follow a 24 hour cycle. The District may install video cameras in other areas not listed in Video Surveillance on School Property Policy at any time without additional duty to bargain the placement of such video cameras. However, prior to activating any additional video equipment in other areas, the Teacher's Association will receive notice of the placement of the additional security cameras. The District will post a notice in such area alerting staff, parents, students and visitors that the area is under video surveillance.

## Section 7.9 Job Sharing

1. Two full-time tenured teachers interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Superintendent no later than March 1.
2. The teachers may split the cost of insurance in any fashion agreeable to the two teachers involved so long as the maximum cost to the Board does not exceed the following: the Board shall contribute on behalf of each job-sharing teacher an amount equal to the appropriate fraction of the Board's cost of insuring that teacher had he/she remained in a full-time position (based on his/her last type of coverage prior to the beginning of the job sharing arrangement); each job sharing teacher shall be responsible for paying the balance of his/her insurance cost.
3. Each teacher shall be paid a salary proration of his/her own step and lane on the salary schedule based on the fractional part of a full-time position.
4. Approval of job sharing proposals shall be at the discretion of the Superintendent, and the granting of such a proposal shall not create a practice or precedent.
5. For the purpose of seniority and salary, credit is based upon the fractional part of a full-time position. In determining step placement, the appropriate fractional part of a year will be counted toward the next step. No credit

will be given over the fractional part of the year that the teacher actually works.

6. Job sharing applications shall be submitted on a one-year basis. Extensions for subsequent years may be requested, but are not guaranteed for approval.
7. All actions and decisions relating to job sharing shall be final and shall not be subject to the grievance procedure.

## ARTICLE VIII

### Leaves, Resignations and Retirement

#### Section 8.1 Professional, Cultural, Health or Hardship Leave

A leave of absence of one (1) school year without pay shall be granted to any teacher who has completed four (4) years in this District upon application and approval by the Board for the purpose of the following leaves:

- a. Leaves with advancement of one (1) step on the salary schedule:
  1. Advance study, minimum thirty (30) graduate semester hours, for any teacher who does not qualify or elect to take a sabbatical leave
  2. Exchange teaching programs in other states, territories or countries
  3. Foreign or military teaching programs
  4. Peace Corps, Teacher Corps or Job Corps as a full time participant
- b. Leaves without step advancement on the salary schedule:
  1. Advance study, less than thirty (30) graduate semester hours, for any teacher who does not qualify or elect to take a sabbatical leave
  2. Cultural, travel or work program related to teacher's professional responsibilities
  3. Rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families. Any person granted such a leave shall be restored to his/her proper place on the salary schedule. The teacher shall be reinstated to a position for which he/she is qualified.
- c. Application for such a leave will be accepted March 1 to April 1, with the exception of item b. 3. above which may be applied for throughout the year. A written plan specifying goals for study for a. 1. above; teaching or service under a. 2., 3., and 4. above must be submitted by April 1.
- d. A teacher on leave may retain insurance coverage by prepaying the premium amounts before July 1 of the year on leave, but will not be credited with fringe benefits, pension payments, sick leave, or personal business days.
- e. Upon completion and planned return to regular teaching duties, the teacher must notify the superintendent's office, by certified mail, of his/her intent

to return by April 1. If the notification has not been received, the administration will assume the teacher does not plan to return and the position will be filled.

## Section 8.2 Maternity/Parental Leave

The Board of Education shall grant teachers on continual contractual service status, the use of accumulated sick days for maternity/parental leave on the occasion of the birth or adoption of a child. A teacher must request said leave in writing no less than sixty (60) days prior to the date requested for commencement of the leave. Leave taken pursuant to this section shall constitute leave for Family and Medical Leave Act purposes.

Leave may be granted without pay, without advancement on the salary schedule, and without fringe benefits up to one (1) year in addition to the balance of the current year. The teacher must request leave for this additional year in writing by April 1 of the current year. (The Board shall maintain the teacher's coverage under any group health insurance plan for 12 work weeks on the same conditions as coverage would have been provided if the teacher had been at work. Thereafter, the teacher may arrange to retain hospitalization insurance by forwarding total monthly payments thirty [30] days in advance of the premium due date or the insurance will be permitted to lapse.) The teacher may return to teaching without loss of tenure provided he/she informs the Board of his/her intentions in writing by April 1 of the year preceding the year in which the teacher desires to return to work. Failure to comply with the request for reinstatement will be interpreted as constituting a resignation. Any teacher returning from maternity leave shall be assigned, for the coming year, to a vacancy in the same or a comparable position for which he/she is qualified. As an alternative to leave described above, eligible employees may elect to use up to 12 workweeks of any available FMLA leave in accord with the provisions of the FMLA.

## Section 8.3 Personal Business Days

Teachers not on tenure will receive one (1) personal business day per year, non-accumulative. Tenure teachers are entitled to two (2) personal business days per year. Beginning in the 1978-79 school year, personal business days not used will accumulate into sick leave. These accumulated, grandfathered personal business days shall not be considered as used until that year's personal business days are used. Personal business days shall be taken only for personal matters which cannot be attended to at times other than during the normal school day. Personal business days will not be taken the day before or after any school holiday except in emergency circumstances. The Superintendent may, in his/her sole discretion, allow additional personal days upon request on a case by case basis.

To request a personal business day, a teacher shall call or go online to the attendance management system to report the absence. The teacher shall not be

asked to disclose specific details about the use of the personal day. The teacher must report the absence to the attendance management system prior to 7:00 a.m. on the day when personal leave is to be taken. If the teacher is unable to report the absence to the attendance management system before 7:00 a.m., the teacher shall call his or her building principal or his/her designee to report the absence.

#### Section 8.4 Resignations

When a tenure teacher has resigned and seeks reinstatement before the beginning of the next school year following his/her resignation, he/she may receive consideration for rehiring.

#### Section 8.5 Sabbatical Leave

- a. A certified teacher will be eligible to apply for a sabbatical leave of one (1) year pursuant to Illinois School Code, Section 5/24-6.1. Leaves may be granted to a maximum of three percent (3%) of the certified teaching staff.
- b. Applications will be accepted March 1 to April 1. A written plan specifying goals for resident study, research, travel or other activities deemed by the Board of Education to benefit the school system will be submitted to the Superintendent by April 1. Recommendations will be made by the Superintendent to the Board of Education at their second meeting in April.

Applicants have until May 1 to accept the sabbatical leave. In the event an applicant does not accept sabbatical leave, application by any other qualified teacher, having previously filed intent, will be considered.

- c. Before a leave is granted, the applicant shall agree in writing that if, at the expiration of such leave, he/she does not return and perform contractual, continued service in the District for one (1) school year after his/her return, all sums of money received from the Board during the sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.
- d. In the event that more applications for sabbatical leave than the maximum permitted are filed with the superintendent by April 1, a sabbatical leave committee composed of the superintendent, one (1) other member appointed by the administration, and two (2) members appointed by the Palos Education Association shall make recommendations to the Board on sabbatical leave. The committee's recommendations must be submitted to the superintendent by April 15. If a recommended applicant cannot accept sabbatical leave, the committee has the authority to recommend an alternate.

## Section 8.6 Sick Leave

- a. All certificated employees of the District will be allowed sick leave benefits as described in The School Code of Illinois and the Professional Negotiation Agreement. These benefits will be extended to cover the necessary attendance at all funerals of an employee's husband, wife, their children or stepchildren, the employee's parents, mother-in-law, father-in-law, the employee's brothers, sisters, maternal or paternal grandparents, the employee's parents' brothers and sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, and any other person living within the employee's household. These benefits will be granted without loss of pay; however, the days taken will be deducted from the sick leave accumulated under the sick leave benefits. The attendance at funerals other than those stated above will be with payroll deductions. The Superintendent may, in his/her sole discretion, allow the use of sick leave for attendance at funerals other than those stated above, upon request on a case by case basis.
- b. The number of sick days is to be twelve (12) each year with unlimited accumulation. All teachers shall be notified of the number of accumulated sick days by October 15 of each year.
- c. To request a sick day, a teacher shall call or go online to the attendance management system to report the absence. The teacher must report the absence to the attendance management system prior to 7:00 a.m. on the day when the sick day is to be taken. If the teacher is unable to report the absence to the attendance management system before 7:00 a.m., the teacher shall call his or her building principal or his/her designee to report the absence.

## Section 8.7 Sick Leave Bank

- a. Teachers may elect to become members of the Sick Leave Bank by submitting a written notice of such election to the Superintendent and donating one (1) day of his/her sick leave to the Bank no later than October 1 in the year they join. Membership in the Bank shall be voluntary. Each continuing member shall donate one (1) day of his/her sick leave to the Bank if the balance in the Bank is 250 days or less on October 1. If the Bank sick day balance drops below 250 days, the Association may request that contributing members donate an additional day to the Bank. Refusal to contribute under these circumstances makes one ineligible to draw upon days, and membership is immediately terminated. A member may cancel participation by so indicating in writing to the Superintendent or his/her designee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.

- b. Leave from the Bank will only be granted for a very serious illness of the member or a member of the member's immediate family. Teachers who are not members of the Bank may not draw upon the Bank. Very serious illness must be verified by the attending doctor. A second opinion may be required at no additional cost to the District.
- c. A member applying for sick leave from the Bank must have exhausted all of his or her available sick leave and must present sufficient verification of the very serious illness. No member may ever use more than twenty-five (25) days from the Bank. The Superintendent or designee shall determine whether the claimed condition is very serious and whether the verification supplied is sufficient. There shall be no obligation upon the receiving member to repay such leave.
- d. The Superintendent, or designee, shall administer the Sick Leave Bank. No action or decision relating to the Sick Leave Bank is subject to the grievance procedure. Leave in the Bank will only be granted on an as-available basis. The District shall have no obligation to provide any days to the Bank, and shall not be required to extend any additional sick leave to any employee. The Superintendent shall, by October 15 of each year, provide an annual report to the Association reflecting the amount of leave in the Bank, if any, and also reflecting all draws upon the Bank for the previous year.
- e. Sick leave that is in the Bank will be available on a first-come, first-served basis, without regard to the level of contribution of any member. In the event of a simultaneous request for available leave, seniority in sick bank shall prevail.
- f. Any paid leave obtained from the Sick Leave Bank shall be subject to deduction for any costs incurred by the District because of said leave, including but not limited to the cost of a substitute teacher.

#### **Section 8.8 Retirement Bonus**

Teachers who meet the eligibility requirements set forth in this Section 8.8 and who provide the notice as described below will receive as a retirement bonus a total salary increase of five percent (5%) applied to the total Teacher Retirement System (TRS) creditable earnings received from the District in the previous school year (the "base year"). An eligible teacher may elect to receive this 5% increase in each of the three (3) years prior to retirement beginning in the 2018-2019 school year, but not later than the 2020-2021 school year. The teacher may give one (1), two (2), or three (3) years of notice, provided that the teacher is eligible to do so and further provided that the notice is received by September 15, 2018, for the 5% increase to be applicable for any election for the 2018-2019 school year and any available school year thereafter. This retirement bonus is



limited to those teachers who are or will be able to retire without penalty under applicable law on or before June 30, 2021. To be eligible for this benefit under this Section 8.8, a teacher must: (1) be eligible to receive a retirement annuity without discount under applicable law on or before June 30, 2021; and (2) have served in the District for twenty (20) or more years. The Board shall not be required to allow participation in this incentive for more than six (6) teachers per year, although it may allow more than six (6) teachers to participate if it so desires. In the event of limitation of the number of eligible employees, the right to participate shall be allocated by seniority in service to the District, unless a teacher was excluded from participation in this benefit in the previous school year, in which event that teacher shall have priority. Notwithstanding any other provision to the contrary, no election to retire under this Section 8.8 may be filed after September 15, 2018. An eligible teacher who elects any benefit under this Section must submit a written notice of irrevocable resignation from employment due to retirement, effective at the end of the election period but no later than June 30, 2021. Said written notice must be submitted according to the timelines herein. The Association and the Board further agree that should future professional negotiated agreements provide for retirement bonuses, options, or any terms that these will not be available to any teacher who elects any benefit under this Section. The last school year in which any bonus will be paid under this paragraph is 2020-2021. It is understood and agreed to that no payment under this paragraph will result in any TRS penalty to the District, and the parties agree that if any such penalty is or may be assessed, the District and the Association shall meet, discuss and negotiate options available under law, regulations or guidance.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more five percent (5%) salary increases shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the teacher may choose to perform or any horizontal or vertical movement the teacher would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the compensation increases of such teachers should be capped at five percent (5%) in any of the three (3) years prior to retirement, so that the District may avoid any related TRS surcharges or penalties.

Salary increases provided for under this paragraph are conditional on the teacher satisfactorily performing all required duties and assigned supplemental activities that were compensated in the base year used to calculate the five percent (5%) increases. If during any year in which a teacher would otherwise be entitled to receive five percent (5%) retirement increases the teacher declines to perform any assigned supplemental activity that was compensated in the base year, or the teacher is removed from any such activity for cause, the teacher's compensation shall be reduced proportionally.

Said payments required to be made by the Board in the preceding paragraph shall be made to the teacher prior to June 30 of the applicable year.

## ARTICLE IX

### Salary Schedule

#### Section 9.1 Purposes of the Salary Schedule

- a. To attract and retain high caliber teachers
- b. To encourage professional self-improvement by teachers

#### Section 9.2 Basic Principles and Provisions

- a. Special Increments Above and Beyond Teaching Sessions:
  - 1. Double session teaching -- if necessary and assigned by administrator, subject to Board approval.
  - 2. Any regular service approved by the superintendent and Board requiring a forty (40) minute period or longer beyond the close of the normal school day. A list of such regular services and rate of increment will be prepared by the superintendent and approved by the Board.
  - 3. Assignment of special duties will be made by the superintendent subject to Board approval.
- b. Adjustments to Special Increments. Increments for extra responsibilities will not affect contract status as related to tenure law. When an increment is discounted or the responsibility reassigned, the teacher relieved of the reassignment immediately reverts to the salary plan as a teacher without such responsibility.
- c. Salary Schedule Credit. Full credit on the salary schedule may be given for previous full year public school teaching experience up to eight (8) years. Further, salary schedule credit may be given at the rate of one (1) year of credit for each additional two (2) years of previous full year public school teaching experience to a maximum of thirteen (13) years which include the previously stated eight (8) years. In addition, the superintendent may, in his sole discretion, allow salary schedule credit for previous full year public school teaching experience in excess of the maximum amount required by this contract clause. No decision of the superintendent to grant or deny salary schedule credit shall establish any precedent; each case shall be considered on an individual basis. Teaching in other than public elementary schools will be evaluated by the superintendent and submitted for Board approval toward creditable experience on the salary schedule.

- d. **Initial Placement.** A teacher's initial placement on the salary schedule shall be determined by the superintendent.

- Section 9.3 Vertical Movement.** Each teacher must complete three (3) semester hours credit each five (5) years or be frozen in his/her salary. "Frozen" refers to remaining at that pay rate regardless of any annual increase to the salary schedule until such time as the teacher fulfills his/her obligation under this section. The requirement for vertical movement may be met by approved attendance at workshops, educational travel or professional writing. During September of each successive school term, the administration will endeavor to notify those teachers who then have twelve (12) or less months in which to complete the three (3) semester hours credit requirement. However, it remains the responsibility of each teacher to comply with the provisions of this section. Accordingly, the failure of the administration to give the notice shall not in any way affect the operation of this contract section.
- Section 9.4 Waiver of Vertical Movement Requirements.** When a teacher reaches the M.A.+32 level or continues to maintain a current Professional Educator License (PEL) School Support Personnel, he/she need no longer complete the requirements stated in Section 9.3 above.
- Section 9.5 Pay Cycle.** All teachers shall be paid on a twelve (12) month payment cycle. Payment shall be made every other Friday.
- Section 9.6 Assigned Professional Service.** Extra compensation will be allowed for assigned professional services requiring time outside the regular school day.
- Section 9.7 Duty Free Lunch.** Teachers are to have a duty free lunch (not less than thirty [30] minutes) with no supervision of students and without compensation pursuant to School Code ch. 122, Section 24-9. If teachers are involved in supervision, they are to be compensated at a rate of not less than \$300 per year.
- Section 9.8 Salary Advancement.** No teacher may advance more than one vertical step per year on the salary schedule. No teacher shall advance on the salary schedule unless the teacher actually teaches and is otherwise present for at least forty five (45) school days in the previous school term.
- Section 9.9 Last Step Compensation.** Teachers repeating the last step of the BA lane will receive a salary increase of \$750 per year over their prior year's salary, and teachers repeating the last step of the MA lane will receive a salary increase of \$2,500 per year over their prior year's salary, for each year that they repeat the step. Teachers repeating the last step of the MA + 32 lane will receive a salary increase of \$3,300 per year over their prior year's salary for each year that they repeat the step.
- Section 9.10** The Board and the Association agree that it is in the best interests of both parties to avoid TRS penalties wherever possible. In furtherance of this objective, any teacher within five (5) years of qualification for a retirement benefit under the

Illinois Teachers Retirement System (TRS), regardless of age, shall meet with the Administration and Association to discuss potential retirement plans and avoidance of possible TRS penalties. The objective of this meeting is to generate an open discussion without imposing any involuntary restrictions.

# Section 9.10 Salary Schedule for Certified Personnel, 2018-2019

Step	B.A. Degree	M.A. Degree	M.A. +32
1	\$49,252	\$57,083	\$64,853
2	\$49,868	\$57,330	\$65,217
3	\$50,381	\$57,838	\$65,724
4	\$50,906	\$58,360	\$66,249
5	\$51,445	\$58,898	\$66,793
6	\$51,996	\$60,332	\$68,351
7	\$52,562	\$60,910	\$68,939
8	\$53,144	\$61,505	\$69,544
9	\$53,743	\$62,117	\$70,166
10	\$54,348	\$62,736	\$70,795
11	\$54,962	\$63,361	\$71,432
12	\$55,581	\$63,995	\$72,077
13	\$56,208	\$64,637	\$72,729
14	\$56,840	\$65,286	\$73,390
15	\$57,481	\$65,940	\$74,055
16	\$58,128	\$66,923	\$75,091
17	\$58,797	\$67,609	\$75,790
18	\$59,486	\$68,317	\$76,511
19		\$69,785	\$78,003
20		\$71,249	\$79,494
21			\$81,091
22			\$82,816
23			\$84,506
24			\$86,558

Amounts on the salary schedule include the Board pickup of the retirement contribution and contribution for retiree health insurance. Any retirement and retiree health insurance contributions shall be paid by the teachers and not the Board.

Section 9.10 Salary Schedule for Certified Personnel, 2019-2020

Step	B.A. Degree	M.A. Degree	M.A. +32
1	\$49,852	\$57,683	\$65,453
2	\$50,483	\$57,939	\$65,826
3	\$51,115	\$58,190	\$66,195
4	\$51,640	\$58,705	\$66,710
5	\$52,178	\$59,236	\$67,243
6	\$52,731	\$60,665	\$68,797
7	\$53,296	\$62,142	\$70,401
8	\$53,876	\$62,737	\$71,007
9	\$54,473	\$63,351	\$71,630
10	\$55,086	\$63,981	\$72,271
11	\$55,706	\$64,618	\$72,919
12	\$56,336	\$65,262	\$73,574
13	\$56,970	\$65,915	\$74,240
14	\$57,613	\$66,576	\$74,911
15	\$58,261	\$67,244	\$75,591
16	\$58,918	\$68,247	\$76,647
17	\$59,581	\$69,265	\$77,720
18	\$60,267	\$69,976	\$78,443
19		\$70,708	\$79,189
20		\$72,227	\$80,733
21			\$82,475
22			\$84,132
23			\$85,922
24			\$87,887

Amounts on the salary schedule include the Board pickup of the retirement contribution and contribution for retiree health insurance. Any retirement and retiree health insurance contributions shall be paid by the teachers and not the Board.

**Section 9.10 Salary Schedule for Certified Personnel, 2020-2021**

Step	B.A. Degree	M.A. Degree	M.A. +32
1	\$50,452	\$58,283	\$66,053
2	\$51,098	\$58,548	\$66,435
3	\$51,745	\$58,808	\$66,813
4	\$52,393	\$59,063	\$67,188
5	\$52,931	\$59,586	\$67,711
6	\$53,483	\$61,013	\$69,260
7	\$54,049	\$62,485	\$70,861
8	\$54,629	\$64,006	\$72,513
9	\$55,223	\$64,620	\$73,137
10	\$55,835	\$65,251	\$73,779
11	\$56,464	\$65,900	\$74,439
12	\$57,099	\$66,557	\$75,106
13	\$57,744	\$67,220	\$75,782
14	\$58,394	\$67,892	\$76,467
15	\$59,053	\$68,573	\$77,159
16	\$59,718	\$69,598	\$78,237
17	\$60,391	\$70,636	\$79,330
18	\$61,070	\$71,690	\$80,440
19		\$72,425	\$81,188
20		\$73,183	\$81,961
21			\$83,760
22			\$85,568
23			\$87,287
24			\$89,359

Amounts on the salary schedule include the Board pickup of the retirement contribution and contribution for retiree health insurance. Any retirement and retiree health insurance contributions shall be paid by the teachers and not the Board.



## ARTICLE X

### Stipend Schedule for Extracurricular Activities

The following stipend schedule shall be the basis for payment for extracurricular activities listed below when conducted by the District. These following stipend amounts are based on minimum time required and responsibilities:

\*Grant related extracurricular activities (i.e., Snowflake, Gatscape) may have grant stipend supplemented by district funds.

- NOTE:
- a) Overnight School Sponsored Functions. Teachers participating in activities requiring approved overnight supervision for activities for which an extracurricular stipend is not paid (according to the below schedule) shall be compensated at the rate of \$125 for each such overnight.
  - b) District Workshops. Teachers who are requested to make presentations in District workshops either outside of the regular day or during the regular day and do so, shall be compensated for a presentation in the total amount of \$175.00 only if prior written approval is secured from the Assistant Superintendent for Curriculum.
  - c) Extracurricular Activities. Each year the extracurricular activities will be evaluated by the School Board and any activities that the Board determines to be unnecessary may be dropped. Also, each sponsor will be evaluated by the building principal or designee.
  - d) New Activity. Whenever a new activity is proposed, it will be processed through the Superintendent. The Superintendent shall bring the proposal to the Board if the Superintendent determines that the proposal merits Board consideration. The rate for the new activity will be determined by the Superintendent and approved by the Board. Representatives of the Board and the Association will meet to discuss which category a new activity belongs in, but the final decision as to category placement for any new activity shall rest with the Board.
  - e) Rate of Pay. Any employee who, as of August 19, 2013, was performing an extra duty activity that was compensated at a rate of pay higher than the stipend amounts set forth herein shall continue to receive the amount he or she was receiving on August 19, 2013 for such time as the employee continues to perform the activity, until the rate for the activity set forth in the schedule equals or exceeds the prior amount.
  - f) Lunchroom Supervision. Lunchroom supervision and bus duty (each 30 minutes daily) shall continue to be compensated at .045 x BA Step 1.

Stipend payments shall be by separate check.

Activity	Groupings		Stipend Schedule	Stipend Schedule	Stipend Schedule
	Group	Mtgs	2018-2019	2019-2020	2020-2021
Declamation	1	10	\$1,233	\$1,233	\$1,233
Photography Club	1	10	\$1,233	\$1,233	\$1,233
Science Club	1	10	\$1,233	\$1,233	\$1,233
Spanish Club	1	10	\$1,233	\$1,233	\$1,233
Book Club Middle	1	10	\$1,233	\$1,233	\$1,233
Math Bowl Grades 1-2	1	10	\$1,233	\$1,233	\$1,233
Math Bowl 3-4	1	10	\$1,233	\$1,233	\$1,233
Math Bowl Grades 5-6	1	10	\$1,233	\$1,233	\$1,233
Math Bowl 7-8	1	10	\$1,233	\$1,233	\$1,233
School Newspaper Elementary	1	10	\$1,233	\$1,233	\$1,233
Snowflake	1	10	\$1,233	\$1,233	\$1,233
	<b>Group</b>	<b>Mtgs</b>			
Math Bowl Coordinator	2	20	\$2,168	\$2,168	\$2,168
Film Club	2	20	\$2,168	\$2,168	\$2,168
Advanced Art Club Elementary	2	20	\$2,168	\$2,168	\$2,168
Advanced Art Club Middle	2	20	\$2,168	\$2,168	\$2,168
Computer Club	2	20	\$2,168	\$2,168	\$2,168
Reading Club Elementary	2	20	\$2,168	\$2,168	\$2,168
School Newspaper Middle	2	20	\$2,168	\$2,168	\$2,168
Wellness Council	2	20	\$2,168	\$2,168	\$2,168
Health Club	2	20	\$2,168	\$2,168	\$2,168
Club Action	2	20	\$2,168	\$2,168	\$2,168
Intramural Sports	2	20	\$2,168	\$2,168	\$2,168
Mathletes	2	20	\$2,168	\$2,168	\$2,168
Model UN Club	2	20	\$2,168	\$2,168	\$2,168
Games Club	2	20	\$2,168	\$2,168	\$2,168
Pacesetters	2	20	\$2,168	\$2,168	\$2,168
	<b>Group</b>	<b>Mtgs</b>			
Student Council Elementary	3	30	\$2,634	\$2,634	\$2,634
Chorus Elementary	3	30	\$2,634	\$2,634	\$2,634
National Jr. Honor Society	3	30	\$2,634	\$2,634	\$2,634

After School Gym	3	30	\$2,634	\$2,634	\$2,634
Fitness Club	3	30	\$2,634	\$2,634	\$2,634
Homework Club	3	30	\$2,634	\$2,634	\$2,634
Environmental Club	3	30	\$2,634	\$2,634	\$2,634
Showstoppers	3	30	\$2,634	\$2,634	\$2,634
Jazz Band - Blue	3	30	\$2,634	\$2,634	\$2,634
Jazz Band - Red	3	30	\$2,634	\$2,634	\$2,634
	<b>Group</b>	<b>Hrs</b>			
Student Council Middle	4	55-70	\$2,881	\$2,881	\$2,881
Yearbook Elementary	4	55-70	\$2,881	\$2,881	\$2,881
Yearbook Middle	4	55-70	\$2,881	\$2,881	\$2,881
SWIC Cross Country-Boys (6-8)	4	55-70	\$2,881	\$2,881	\$2,881
SWIC Cross Country-Girls (6-8)	4	55-70	\$2,881	\$2,881	\$2,881
SWIC Softball-Boys (6-8)	4	55-70	\$2,881	\$2,881	\$2,881
SWIC Softball-Girls (6-8)	4	55-70	\$2,881	\$2,881	\$2,881
Drama Lighting & Sound	4	55-70	\$2,881	\$2,881	\$2,881
Drama Stage Crew	4	55-70	\$2,881	\$2,881	\$2,881
	<b>Group</b>	<b>Hrs</b>			
SWIC Soccer - Girls (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
SWIC Soccer-Boys (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
SWIC Track - Boys (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
SWIC Track - Girls (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
SWIC Track - Boys (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
SWIC Track - Girls (6-8)	5	75-100	\$3,245	\$3,245	\$3,245
Cheerleading	5	75-100	\$3,245	\$3,245	\$3,245
Cheerleading (JV)	5	75-100	\$3,245	\$3,245	\$3,245
	<b>Group</b>	<b>Hrs</b>			
SWIC Basketball - Boys (7)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Basketball - Boys (8)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Basketball - Girls (7)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Basketball - Girls (8)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Volleyball - Girls (7)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Volleyball - Girls (8)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Volleyball - Boys (7)	6	100-150	\$3,814	\$3,814	\$3,814
SWIC Volleyball - Boys (8)	6	100-150	\$3,814	\$3,814	\$3,814
Drama Coach	6	100-150	\$3,814	\$3,814	\$3,814

Athletic Director	A		\$6,509	\$6,509	\$6,509
Performance Choir	A		\$3,378	\$3,378	\$3,378
District Band Director	A		\$5,696	\$5,696	\$5,696

**\*A = Special Area**

## ARTICLE XI

### Fringe Benefits

#### Section 11.1 Income Protection (Disability Plan)

Each teacher beginning his/her third (3rd) year in District 118 will receive income protection insurance beginning with the thirtieth (30th) day.

#### Section 11.2 Life Insurance

All teachers who have completed their first two years of teaching in District 118 will be provided group term life insurance in the amount of \$45,000.

#### Section 11.3 Health Insurance

The Board of Education and the Palos Education Association, through negotiation, have unanimously agreed that the Board will offer every teacher presently on the staff and those to be employed in the future, a hospitalization program for the individual or for the individual and his/her immediate family (wife, husband, children, stepchildren). Two (2) or more individuals on the staff from the same family may elect only one (1) family hospitalization plan.

- a. The hospitalization program will include the Blue Cross Blue Shield Hospital PPO/Doctor PPO and HMO Option.
- b. In any given year, the increase in the Board contribution shall not exceed 7% over the prior year and any premium increase over this amount shall be paid by the employees in addition to the amounts set forth below. When the total premium increase for the plan year is greater than 7% over the prior year, the PEA may request that an insurance committee consisting of three (3) members of the PEA and three (3) District administrators appointed by the Superintendent be convened to explore cost containment measures. When the total premium increase for the plan year is less than 7%, for employees electing the PPO whose first day of service as a regularly employed teacher is on or before the last day of the 1993-94 school year, the employee contribution for the above plan shall not exceed:
  1. 4% of the applicable premium per month for single coverage, and
  2. 4% of the applicable premium per month for family coverage.
- c. In any given year, the increase in the Board contribution shall not exceed 7% over the prior year and any premium increase over this amount shall be paid by the employees in addition to the amounts set forth below. When the total premium increase for the plan year is greater than 7% over

the prior year, the PEA may request that an insurance committee consisting of three (3) members of the PEA and three (3) District administrators appointed by the Superintendent be convened to explore cost containment measures. When the total premium increase for the plan year is less than 7%, for employees electing the PPO whose first day of service as a regularly employed teacher is on or after the first day of the 1994-95 school year, and for all employees electing the HMO, the employee contribution for the above plan shall not exceed:

1. 15% of the applicable premium per month for single coverage, and
  2. 15% of the applicable premium per month for family coverage.
- d. In any given year, the increase in the Board contribution shall not exceed 7% over the prior year and any premium increase over this amount shall be paid by the employees in addition to the amounts set forth below. When the total premium increase for the plan year is greater than 7% over the prior year, the PEA may request that an insurance committee consisting of three (3) members of the PEA and three (3) District administrators appointed by the Superintendent be convened to explore cost containment measures. When the total premium increase for the plan year is less than 7%, for employees electing the PPO whose first day of service as a regularly employed teacher is on or after the first day of the 2018-19 school year, and for all employees electing the HMO, the employee contribution for the above plan shall not exceed:
1. 15% of the applicable premium per month for single coverage, and
  2. 20% of the applicable premium per month for family coverage.
- e. In the event there is a change in the financial or personal needs of an individual who is receiving the tax sheltered annuity/Individual Retirement Account benefit, he/she may apply for membership in the health insurance group. Acceptance to the plan will be contingent on the requirements of the insurance company. It is to be understood, however, that the tax sheltered annuity/IRA contribution made by the Board of Education will cease upon acceptance into the health insurance group.
- f. In the event of a teacher's death while insured under the family plan, the insurance on the immediate family shall continue for a period of ninety (90) days from the date of death.
- g. The Board of Education will make available the above hospitalization program as a flexible spending plan (such plan to conform to such regulations as may be established from time to time by the Internal Revenue Service).

- h. The Board of Education will make available an adult wellness program as may be offered and defined by its insurance carrier and subject to change from time to time.

#### Section 11.4 Dental Insurance

- a. The Board of Education and the Palos Education Association, through negotiation, agree that the Board of Education will offer every teacher presently on the staff and those to be employed in the future, a dental insurance plan. The benefits included in the dental program will include not less than the following:

1. 100% Preventive
2. 80% Primary
3. 50% Major
4. \$1500 per person per year maximum benefit

The Board of Education will contribute up to \$3.57 per month for single coverage and \$11.52 per month for a family plan toward the premium of dental insurance. Only one (1) person per family may obtain such coverage.

- b. In the event of a teacher's death while insured under the family plan, the insurance on the immediate family shall continue for a period of ninety (90) days from the date of death.

#### Section 11.5 Approval and Credit for Advanced Training

- a. Approval for Advanced Training

Requests for advanced salary rating for approved additional education must be made in writing to the Superintendent before October 1, and for one-half (1/2) advancement by February 1. Transcripts of extra credit courses for advanced salary rating must be on file in the school office on or before October 1 and February 1. The increment will then be added automatically for the current school year. No credit for advanced training will be given without the advance written approval of the Superintendent. Any credit for advanced training approved between Bachelors and Masters degrees shall not be subject to credit post Masters degree.

- b. Credit for Advanced Training

1. Credit for training beyond the Bachelors degree will be granted only for courses approved in advance by the Superintendent.



2. Credit for advanced training beyond the Bachelors degree will be made as follows: The allowable maximum shall be thirty (30) semester hours to be computed at the rate of \$60 for each semester hour as completed and reported as set forth in item a. above and under item 5. below. Such credit shall only be applicable until such time as a Masters degree is awarded and the salary adjusted to the proper amount as indicated under M.A. Degree under 3 below.
3. At the time the Masters degree is awarded the contract salary will be adjusted to the proper amount as indicated under the M.A. Degree level in the salary guide. See item a. above.
4. Credit for advanced training beyond the Masters or Masters +32 degree will be granted only for courses approved in advance by the Superintendent and when so approved shall be made as follows: The allowable maximum shall be thirty (30) semester hours to be computed at the rate of \$60 for each semester hour as completed and reported as set forth in item a. above and under item 5. below.

The selection of all courses to be taken for credit on the salary guide at the M.A. +32 level shall be under the jurisdiction of the superintendent. Courses taken prior to the awarding of the Masters degree are not applicable to such credit.

5. A tenure teacher may not, while actively engaged in a full time teaching position in this School District, receive salary credit for more than six (6) semester hours of accredited college work per school year except by special permission of the superintendent. Nontenure teachers may not receive salary credit for advanced accredited college work except by the approval of the superintendent.

c. Application of Credit for Advanced Training

1. \$60 shall be allowed for each semester hour earned toward the Masters degree or educational credit in a specialized field approved by the superintendent before the work is started.
2. Maximum allowable shall be thirty (30) semester hours approved credit.
3. During the contract year following the receipt of evidence that the Masters degree has been awarded, the contract salary will be

adjusted to the proper amount as indicated under M.A. Degree level in the salary guide.

4. Beyond the Masters degree level, a credit of \$60 will be allowed for each semester hour of graduate credit earned upon the presentation of official transcripts as outlined in item a. above. A maximum of thirty (30) hours will be credited. Selection of all courses to be taken for credit on the salary guide at the M.A. +32 level shall be under the jurisdiction of the district superintendent. Courses taken prior to the awarding of the Masters degree are not applicable to such credit.

d. Contract

1. Changes may be made in a contract during the school year covered by such contract if evidence is presented which would require a change in the amount of salary indicated in the contract. The amount of change will be prorated based upon item a.
2. All official transcripts of credits earned must be on file in the school office on or before October 1 and February 1 to be credited during the first month of the current contract year.

- e. Technology Training. Teachers may be required to participate in training designed to enhance and improve their competency in the area of educational computer technology. Teachers are expected to use their computer competency in the classroom for instructional purposes.

Section 11.6 Professional Levels-Loyalty Increment

In recognition of continued professional service in District 118 there shall be added during the last year of the first five (5) year period of service in the District the amount of two hundred dollars (\$200) to the annual salary; this increment shall be increased to four hundred dollars (\$400) during the tenth (10th) year, to eight hundred dollars (\$800) during the fifteenth (15th) year, and to one thousand dollars (\$1,000) during the twentieth (20th) year for those persons not having completed the M.A. degree. For those persons having completed the M.A. degree, such increment shall be increased to one thousand two hundred dollars (\$1,200) during the twentieth (20th) year, to one thousand four hundred dollars (\$1,400) during the twenty-fifth (25th) year, and to one thousand six hundred dollars (\$1,600) during the thirtieth (30th) year.

Section 11.7 Tax Sheltered Annuity Plan

In line with Public Law 87-370, Section 403, revised, of the Revenue Code which makes employees of public school systems eligible for tax-sheltered annuities, the

governing board of this school system hereby authorizes any teacher who so chooses to take a reduction in salary in exchange for an annuity, in like amount, to be purchased by the school district for and in behalf of said teacher. In providing this voluntary service to the personnel of the school system, District 118 assumes no financial responsibility for the program other than the cost of the necessary clerical/bookkeeping time required to expedite the tax-sheltered annuity plan.

#### **Section 11.8 Travel Allowance**

Teachers will be reimbursed for the use of their cars on approved school business at the IRS rate per mile.

Teachers shall also be reimbursed for any other necessary expenditures incurred during approved school business (i.e., meals, registration fees, etc.) pre-approved by the superintendent.

## ARTICLE XII

### Effect of Agreement

- Section 12.1 Complete Understanding. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in a written amendment in accordance with the provisions of this Agreement pursued during the period of negotiation.
- Section 12.2 Individual Contracts. The terms and conditions of this Agreement shall be reflected in individual contracts.
- Section 12.3 Savings Clause. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- Section 12.4 Salary Schedule and Statements. The salary schedules and statements attached hereto are made part of this Agreement and shall be negotiated in conformance with these articles pertaining thereto.
- Section 12.5 Entire Agreement. The parties agree that all items discussed, approved, deleted and/or amended during the negotiations will not be reopened for discussion and presented for negotiation previous to negotiations for the 2020-2021 school year.
- Section 12.6 Final Authority. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

## ARTICLE XIII

### Duration and Acceptance of Agreement

Section 13.1 This procedural Agreement shall become effective on July 1, 2018, and shall continue in effect through June 30, 2021, and year to year thereafter unless either party executes written notification to the other party prior to the first Thursday in March that it wishes the Agreement to expire on the subsequent anniversary date provided that the Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed.

The Agreement shall be terminated when a challenging organization is declared the exclusive representative as provided in Article II, Section 2.1.

Section 13.2 This Agreement is signed this 19<sup>th</sup> day of June

In Witness Whereof:

For the  
PALOS EDUCATION ASSOCIATION

For the  
DISTRICT 118 BOARD OF EDUCATION

Mary Bruner  
President

Mary Cole  
President

[Signature]  
Secretary

[Signature]  
Secretary

Witnessed: Jack Heyman

Witnessed:

Chairman

[Signature]  
Superintendent of Schools