

# **AGREEMENT**

**between**

**BOARD OF EDUCATION OF  
FOREST RIDGE SCHOOL DISTRICT 142**

**and**

**FREA  
(Forest Ridge Education Association)**

**2019-2022**



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AGREEMENT  
PREAMBLE

The Board of Education of District 142, hereinafter referred to as the "Board," and the Forest Ridge Education Association (FREA/F.R.E.A.), 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 the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with representatives of the parties participating in good faith negotiations.

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 Illinois Education Association. It is understood that the Board has not subscribed to or endorsed and is not bound by the Uniform Code of Ethics of the Education Profession.

ARTICLE I  
RECOGNITION AND  
SCOPE

1.1 Recognition The Board of Education of District 142, Cook County, Oak Forest, Illinois, hereinafter referred to as the "Board," hereby recognizes the Forest Ridge Education Association of District 142, hereinafter referred to as the "Association," affiliated with the Illinois Education Association and the National Education Association, as the sole negotiation agent for all regularly employed licensed personnel excluding the following: superintendents, chief information officer/director of technology, assistant superintendents, business manager, pupil personnel services director, principals, assistant principals, psychologists, social workers, nurses, curriculum director/coordinator, speech/language pathologists, substitute teachers, and all non-certified personnel employed by the District.

1.2 Definition The term "teacher," when used hereinafter in this agreement, shall refer to all employed personnel represented by the Association in the negotiating unit as determined in Section 1.1 above.

1.3 Scope The Board and Association agree to negotiate in good faith with respect to: salaries, fringe benefits, and conditions of employment. The obligation to negotiate in good faith does not require either party to agree to a proposal or require the making of a concession.

1.4 Right to Organize Employees shall have the right to organize, join and assist the Association and the right to refrain from organizing, joining and assisting the Association and to participate or not to participate in professional negotiations with the Board.

ARTICLE II  
EFFECT OF AGREEMENT

2.1 Entire Agreement The parties mutually agree that 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 mutual consent of the parties in a written amendment executed in accordance with the provisions of this agreement.

2.2 Copies of Agreement Copies of the current agreement shall be made available to all professional employees of the District. Within thirty (30) days after the agreement is signed, copies of this agreement shall be copied at the expense of the Board and given to each bargaining unit member upon request. Newly hired members of the bargaining unit shall be made aware of the FREA and directed to the FREA Collective Bargaining Agreement, posted on the District's website. In addition, the Board shall provide the Association ten (10) copies of the agreement, as requested, and an electronic file posted on the internet without charge to the Association.

2.3 Savings 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 violated 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.

ARTICLE  
III  
NEGOTIATION  
PROCEDURES

3.1 Commencement Negotiations shall begin no later than April 1 unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

3.2 Tentative Agreements During negotiations, agreed upon material shall be prepared for the Board and the Association and signed by the chief negotiators prior to the adjournment of the meeting at which such agreement was reached.

3.3 Ratification When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and the Board for final approval.

3.4 Access to Information If requested by the Association, the Board agrees to make the following available for the Association's review. If the Association requests a copy, items 1 and 2 shall be provided at no cost; the others shall be available at 10¢ a page provided that five (5) days' notice is given.

1. Minutes of the Board Meetings
2. Annual Audit Reports
3. Statistical information pertaining to teacher step placement
4. Annual Budgets
5. Salary schedules
6. Number of sick days accumulated by teacher (without names)
7. Name and address of insurance broker
8. Sabbaticals applied for
9. Current Average Daily Attendance (ADA) and projected ADA for the following year
10. Extra Duty positions and stipends
11. Other information needed as approved by the Superintendent

3.5 Impasse If after a reasonable period of negotiations and within 45 days of the scheduled start of the forthcoming school year, the parties have reached impasse, it is agreed that the parties will jointly request Federal Mediation Conciliation Service (FMCS) to appoint a mediator. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the IELRB shall be notified. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.



ARTICLE IV  
GRIEVANCE  
PROCEDURE

4.1 Definition Any claim that there has been a violation, misinterpretation, or misapplication of the terms of this agreement. A grievance must be submitted within thirty (30) days of the occurrence of the event giving rise to the grievance. All time limits consist of weekdays on which the Central Business Office is open. In counting days, the first day will be the first full working day following the receipt of the grievance.

4.2  
Procedures

4.2.1 Step 1 It is desirable for an employee and his/her appropriate administrator to resolve grievances through informal communication. Before any formal steps are taken, the employee must tell the administrator via written communication that he/she wishes to discuss a possible grievance. The administrator is responsible for arranging a suitable time and place to discuss the possible violation, misinterpretation, or misapplication of the terms of this agreement.

If those circumstances where informal procedures fail or are inappropriate or where the employee requests formal procedures, a grievance will be processed pursuant to the steps set forth below.

4.2.2 Step 2 The grievant (teacher, groups of teachers, or Association) shall file the grievance in writing to the immediately involved supervisor, who shall arrange for a meeting with the grievant and the Association representative to take place within ten (10) school days after receipt of the grievance. A decision in writing shall be rendered within ten (10) school days of the conference.

4.2.3 Step 3 If the grievance is not settled at Step 2, the grievant shall file the grievance in writing within ten (10) days to the Superintendent, who shall arrange for a meeting with the grievant and the Association representative within ten (10) school days after receipt of the grievance. A decision in writing shall be rendered within fifteen (15) school days of the conference.

4.2.4 Step 4 If the grievance is not settled satisfactorily at Step 3, the grievant may submit the grievance within twenty (20) school days to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceeding. The arbitrator shall have no power to add to, delete from, or change the terms of this agreement. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association.

### 4.3 General Provisions

4.3.1 No Reprisals No reprisals shall be taken by the Board or administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.

4.3.2 Association Representation The Association shall reserve the right to have its representative present to state its views at any stage of the grievance. The grievant has the right to Association representation at any stage of the proceeding, prior to the disposition of any grievance. Where Association representation is not involved, the disposition shall not be used by either party in any future grievance on the issue.

4.3.3 Withdrawal A grievance may be withdrawn at any level without establishing a precedent.

ARTICLE V  
TEACHER  
PROTECTION

5.1 Indemnity Any case of legal action against a teacher resulting from an incident which occurred while engaged in the performance of required duties for School District 142 shall be promptly reported to the Board or its designee. The Board will indemnify and protect all teachers from damage claims and suits, including defense thereof, as provided by Section 105 ILCS 5/10-20.20 of the Illinois School Code.

5.2 Reduction In Force In the event that the Board determines it to be necessary to reduce the number of certified employees in the school system or to discontinue some particular type of teaching service, then the written notice is to be mailed to the teacher and also given to the teacher by either certified mail, return receipt requested, or personal delivery with receipt at least 45 calendar days before the end of the school term together with a statement of honorable dismissal and reasons therefore. The sequence shall be:

Sequence of Dismissal

- A. The sequence of dismissal shall be established each year by not less than 75 calendar 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.
- B. 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 not in contractual continued service who has not received a performance evaluation.
  2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last 2 performance evaluation ratings.
  3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Proficient on both of the teacher's last 2 performance evaluation ratings, if 2 ratings are available, or on the teacher's last performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement into grouping 4.
  4. Grouping 4 shall consist of each teacher whose last 2 performance evaluation ratings are Excellent and each teacher with 2 Excellent performance

evaluation ratings out of the teacher's last 3 performance evaluation ratings with a third rating of Proficient.

- C. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping four dismissed last.
- D. 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 2 performance evaluation ratings, if 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.
- E. The school district shall establish a joint committee of equal representation selected by the Superintendent for the District and the Teachers' Association for the teachers to address matters related to B above as provided for in Section 24-12(c) of the School Code. Agreement by the joint committee as to a matter requires the majority vote of all committee members.

5.2.1 Seniority For the purposes of this Section 5.2, District seniority shall be defined as the number of consecutive school terms as a full-time licensed teacher in the District. Tenured teachers who have been employed for 100 or more days of the school year shall receive a full year of seniority credit for that year; tenured teachers who have been employed less than 100 days of the school year, with a minimum of 50 days of employment shall receive a half year of seniority credit for that school term. In accordance with the provisions of the Section 24-11 of the School Code, non-tenured teachers must be employed for 120 days for a school term to qualify as a year of earned credit toward seniority/tenure. After considering 5.2 above, in the event that District seniority is equal between two or more tenured teachers, each legally qualified to hold an available position, the decision as to which of the teachers are to be first honorably dismissed shall be determined first by date of initial employment; second by total number of school terms as a teacher in the District, whether consecutive or not; third by total number of years of teaching experience. Tenured employees rehired as part-time employees as a result of forced reduction shall receive a full year of credit for seniority purposes for each year of forced part-time service. Other tenured employees who have served in the District on a part-time basis shall receive credit for seniority purposes in the following manner:

one-half (.5) year of credit for half-time or less; a full year of credit for each year of service on more than a half-time (.5) basis. (105ILCS 5/24-11)

5.2.2 Recall If a teacher is terminated due to a decision of the Board to decrease the number of teachers employed or discontinue some types of teaching service, then, if the Board has any vacancy for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so dismissed who were in groupings 3 or 4 so far as they are legally qualified based upon legal qualifications and any other qualifications established by the District by May 10<sup>th</sup> prior to the date the positions became available to hold such positions at the time the position(s) become vacant or prior to the time when such a vacant position(s) is filled. Among teachers eligible for recall, the order of recall shall be in reverse order of dismissal. Vacant position(s) shall be tendered to eligible teachers on recall by Federal Express or a similar private carrier service. Teachers must respond to this notice within 14 calendar days of its receipt provided that if the notice letter is returned undelivered, a second letter will be sent by certified mail and the teacher must respond within 7 days of the second mailing by certified mail. If two or more such teachers respond affirmatively, the teacher with the most District seniority will be the first employed. When recalled, teachers shall be given written notice of their reemployment and notice of their assignments as soon as reasonably possible. Any dismissed tenured teacher who is tendered a full-time position and who does not accept the position within 14 calendar days of the receipt of the notice or within 7 days of the second mailing by certified mail shall waive all further recall rights provided, however, that no fewer than 21 calendar days shall pass before such waiver is effective. The Superintendent may, upon written request of the teacher, in his/her discretion, for sufficient cause, allow a recalled teacher to reject a tendered position and remain on the recall list with such recall rights as would have existed had the tender not been made. Any dismissed tenured teacher who is tendered a part-time or temporary position and who rejects such position shall waive all further recall rights to that part-time or temporary position but such refusal shall not otherwise affect such teacher's recall rights.

5.2.3 Notice To Association Before the Board takes final action to make any reductions in tenured teachers, the Superintendent shall have a meeting with the Association within at least five school days prior regarding such reductions and, if feasible, before taking final action will give the Association an opportunity to submit to the Board its views and suggestions regarding the reductions.

5.2.4 Seniority List On or before January 20<sup>th</sup> of each successive school term, each teacher shall submit to the administration at the District's main office a list of the subject areas in which the teacher believes he/she is legally qualified to teach. The administration shall annually, on or before February 1<sup>st</sup> of each successive school term, prepare a seniority list. This list shall rank teachers by seniority in the District and shall indicate which subject areas each teacher is legally qualified to teach according to the statement made by the teacher and as verified by the administration pursuant to the transcripts and official documents in the teacher's personnel file. Teachers are responsible for keeping their files up to date by submitting transcripts or other official documents to

the administration. The seniority list shall be available in the main office of each school building and at the District's main office. Within five (5) working days of the availability of the list, any teacher may submit in writing a statement challenging his/her placement on the list or the accuracy of the designation of the subject areas in which the teacher is legally qualified to teach. Any teacher who does not so challenge the accuracy of the list is deemed to have accepted it and forfeits his/her right to be considered for an opening in any other subject area, based on seniority, until the following school term. The Superintendent or his/her designee shall promptly meet with any teacher so challenging the accuracy of the list to resolve the matter if possible. On or before February 20th of each successive school term, a final seniority list, comprised of all FREA positions, as approved by the administration shall be available in the main office of each school building.

5.3 Notice of Tenure Teachers shall acquire tenure in accord with the provisions of Section 24-11 of the School Code. Teachers shall be notified in writing that they have acquired tenure status within thirty calendar days of the end of the school term after which they have acquired tenure. (105 ILCS 5/24-11-5/24-16)

5.4 Discipline Conference When an employee is required to appear before the Board or the Administration in any meeting which is called to discuss the teacher's imminent dismissal, imminent suspension, imminent salary loss or imminent written reprimand, the employee shall be entitled to have a representative of his/her choice present (provided that the term "written reprimand" does not include teacher evaluations). When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the request.

5.4.1 Compensation Reduction The teacher's compensation shall not be reduced as a disciplinary action except as permitted by law. Prior to any such reduction, the teacher will be given a written notice of the reasons for the proposed reduction and, upon request, a hearing before the Board on the matter.

5.4.2 Pending Dismissal Hearing Pending dismissal hearing pursuant to Section 105 ILCS 5/24-12 of the School Code for reasons or causes approved by the Board, a teacher, if in the opinion of the Board the interests of the school require it, may be suspended by the Board pending the hearing; but if acquitted, such teacher shall not suffer the loss of any salary by reason of the suspension.

5.4.3 Suspension If no dismissal hearing is then pending, a teacher may be suspended by the Board without pay only after the teacher has received written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. The written notice shall be given at least eight (8) working days prior to the hearing. At this hearing, the teacher will have the right to representation, the right to present evidence and information on his/her behalf and the right to cross-examine witnesses. An electronic or verbatim transcript of the hearing will be made. Subsequent to the hearing, the Board shall determine whether the greater weight of the evidence presented established

sufficient cause(s) to suspend the teacher without pay. The Board shall issue its decision in writing. Unless charges of dismissal are approved by the Board, no disciplinary suspension shall exceed five (5) work days. A teacher suspension may be submitted to arbitration under step 4 of the grievance procedure, provided, however, that the decision of the Board shall be presumed valid and, the arbitrator shall sustain the suspension unless he/she concludes that it was arbitrary and capricious. The arbitrator shall review the record of proceedings had before the Board and shall accept oral or written argument from the parties.

5.4.4 Emergency Suspension In an emergency situation where the continued presence of the teacher on the job is detrimental to the educational process, the Superintendent may suspend a teacher for up to five (5) days; provided that the teacher shall suffer no loss of pay if upon any hearing before the Board the suspension is set aside otherwise, the Board may sustain the suspension or take such further action as may be appropriate in the circumstances of the case.

5.4.5 Other Discipline Disciplinary actions, other than those listed in subsections 1, 2, 3 and 4 above, shall be for just cause defined as any violation of Board policy, rules or regulations or specific directives, of an administrator. Prior to such other disciplinary action, the teacher shall be entitled to a meeting with the appropriate administrator to discuss the matter. Disciplinary action shall not be interpreted to include teacher evaluation.

5.5 Teacher Personnel File Only one official file shall be kept for each teacher in the district. A teacher will be allowed to examine her/his licensed employee record file, which is maintained in the District Central Office, in the presence of the Superintendent or her/his designee at a mutually agreed upon time. All items in her/his file may be examined with the exception of confidential materials exempt by law including letters of reference and documents such as credentials from a college or university. (*Personnel Record Review Act, Section 10*)

The file may contain:

- a. Latest official transcripts of credits
- b. Copy of teacher's certificate/ licensure materials properly certified and up to date
- c. Official record of previous service
- d. Necessary references and documents as requested by the Office of the Superintendent
- e. A copy of any correspondence to or about the individual teacher, provided that  
prior written notification is given as to placement in the folder
- f. The teacher has the privilege of responding to such correspondence and having the reply placed in her/his folder if she/he desires
- g. The teacher shall have the right, at their expense, to have photocopies of any material, except for those documents exempt by law from access

h. Teacher evaluative information

5.6 Rules and Regulations The Board will make an earnest effort to ensure that its rules and regulations governing employee conduct shall be reasonable and will endeavor to apply such rules in a fair and equitable manner.

5.7 Parent Complaints Whenever possible a teacher shall be informed of valid complaints directed to the principal concerning a teacher by a parent.

It is desirable that any problems or concerns expressed by a parent of a student and directed toward a teacher be resolved at the teacher level first. The teacher should be involved in the resolution of problems initially, and the Administration shall make every attempt, whenever possible, to channel parent complaints directly to the teacher. It is understood that in emergency matters, the Administration reserves the right to immediately work towards the resolution of parent complaints/concerns. In such emergency situations, the Administration will keep the teacher informed of the parent's complaints/concerns and the progress of the resolution, when appropriate.

In the event that a parent does not select a parent-teacher conference for the resolution of the complaint/concern, the Administration will inform the teacher of the situation and work to bring the teacher and parent together for problem resolution. The Administration will seek a collaborative problem-solving process through a parent-teacher-administrator conference. It is desirable to resolve the problem at the school building level through facilitation by the building principal. The teacher may not refuse to be present at this conference with the parent and the building principal.

If problem resolution fails at the school building level, the Administration will seek a collaborative problem-solving process through a parent-teacher meeting with the Superintendent or his/her designee. The teacher may not refuse to be present at this conference with the parent and the Superintendent (or designee).

If problem resolution reaches the level of the Board of Education, the teacher may request a member of the Association to be present at any meeting requested by the Board for the purpose of resolving the parent's complaint/concern. The Association member may act as observer or representative in such meetings.

Nothing in this section shall prevent an administrator from hearing a parent complaint. However, no action may be taken against a teacher without a good faith effort to achieve problem resolution by following the guidelines listed in this article.



ARTICLE  
VI  
VACANCIES, TRANSFERS AND PROMOTIONS

6.1 Notice Prior to filling positions on a permanent basis, the District shall post vacancies on the District website for teaching, summer school, and administrative positions during the school year and during the summer. The association president(s) will be notified of all openings posted. Teachers interested in such positions shall submit their letter of interest in writing to the Superintendent or his/her designee. Presently employed personnel shall participate in an informal interview if they have applied for the job.

6.2 Transfers It may be necessary to relocate a teacher to another building or reassign the teacher. Administration will attempt to avoid involuntary transfers. The decision to relocate/reassign a teacher will first be based on the legal qualifications of the teacher then by FREAs seniority to best serve the students of School District 142. When two or more teachers are comparable in legal qualifications and licensure, the teacher with the least district FREAs seniority to best serve the students of School District 142 will be involuntarily transferred. If a relocation/reassignment is deemed necessary, the teacher will have the opportunity to speak with his/her direct supervisor as well as the Superintendent to discuss the matter with union representation present. Written notification with reasons why shall be given to the teacher concerned as soon as practical. Teachers who object to a transfer shall notify the Superintendent in writing. Upon request, any teacher involuntarily transferred shall be released from his/her contract. If a teacher is transferred to another building due to a position closing, and that position opens again prior to the start of the school year, he/she will be given first consideration to return to the original position. Teachers involuntarily transferred after a school term has begun shall be scheduled 3 days of release time from regular teaching duties without loss of pay, to prepare for the new assignment.

ARTICLE  
VII  
LEAVES

7.1 Sick Leave Full time teachers shall be granted sick leave as indicated below. Part-time teachers shall receive a pro-rata sick leave allocation. If an employee begins mid-year, a pro-rated amount of sick days and personal days will be granted based upon the number of days remaining in the school year, rounded to the nearest half (.5) day. A sick day equals the number of hours that a teacher is scheduled to work. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers in-law, sisters-in-law, and legal guardians. The parties agree that the misuse of sick leave is a serious offense and that the use of sick leave to extend weekends or vacations, to attend family activities, or for any reason other than personal illness or serious illness or death in the immediate family will result in discipline which may include, but not be limited to the docking of pay for time misused, suspension or dismissal. There shall be no limits on accumulation of unused sick days.

FREA employees who work a standard teacher contract are awarded sick leave according to the following schedule.

<u>Year of Service</u>	<u>Days Awarded</u>
0-9	13
10-15	13 + 1
16-20	13 + 2
21+	13 + 3

The Superintendent or designee may require a physician's certificate, at the teacher's expense, as condition for paying sick leave after a teacher has been absent for three consecutive days for personal illness, or as it deems necessary in other cases.(105 ILCS 5/2-6)

If the Superintendent or designee requires a physician's certificate during an absence of less than three days or the board formally directs a teacher to undergo a physical examination after the initial medical examination required for employment, the District shall pay the expenses incurred by the teacher. (105 ILCS 24-5 and 24-6)

7.2 Sick Leave Day Donations In case of prolonged or exceptional cases of absence due to catastrophic illness, the Board, at its discretion, may allow the voluntary donation of sick leave days by other employees to be credited to the absent employee up to a maximum of sixty (60) total days.

7.2.1 To qualify for such donation, an absent employee must first exhaust all available paid leave. FREA will first report the request for additional sick leave time to the Superintendent and will coordinate the request for donations.

**7.3 Personal Days** Each teacher shall be entitled to two (2) personal leave days per year. These may be used for personal business, which cannot be conducted on other than a school day. Teachers must make a written request to the administration for personal leave. The request need not state the reason for the personal leave. The request must be submitted to the administration at least two (2) days in advance of the proposed leave. In case of emergency, the two (2) days notification requirement may be waived. Personal days may be used in half-day increments. Such leave may not be taken the day before or after a school holiday, on an Institute Day, or at any time during the first or last five days of school. If a teacher has two (2) personal days remaining at the end of a school year, he/she will be entitled to carry over one (1) personal day into the following year. Any remaining unused personal leave days shall be added to the individual's accumulated sick leave. The number of personal leave days on a teacher's record may not exceed three (3) days. No more than two days may be taken consecutively without the Superintendent's approval.

**7.4 Family & Medical Leave Act Serious Health Conditions** Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month contract year for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any such 12-month period. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months and who have worked at least 1,250 hours during the previous 12-month period. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993. The 12 workweeks of leave available hereunder may be reduced by any leave taken in the same contract year under Section 7.1 of this agreement.

7.5 Family & Medical Leave Act: Paternity-Maternity-Adoption An employee who is an “eligible employee” as defined in the Family and Medical Leave Act of 1993, is entitled to elect up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with an employee for adoption or foster care. The employee must submit a district form requesting such leave 30 school days in advance of the intended leave.

7.5.1 A teacher who is unable to work due to a disability caused or contributed to by pregnancy, childbirth, or related medical conditions must utilize available sick leave for such absences in the same manner as it may be used for any other sickness or disability. In the event a teacher selects this option, a teacher shall return to work when medically able to do so or take leave pursuant to 7.5.2 below. A teacher on leave hereunder shall be subject to dismissal due to a reduction in force on the same terms as teachers not on leave.

7.5.2 An eligible employee as defined in the Family and Medical Leave Act of 1993 is entitled to elect to take up to 12 workweeks of parental leave during a contract year because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption or foster care. A teacher shall provide at least 30 school days advance notice of the intention to take leave under this section except that if the date of birth or placement requires the leave to begin in less than 30 school days, the employee shall provide such notice as is practical. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption or foster care or the first day of teacher attendance. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by a teacher due to disability caused or contributed to by pregnancy, childbirth, or related medical conditions subsequent to delivery shall constitute part of the 12-week parental leave provided for herein. Parental leave under 7.5.2 shall be without pay and no benefits shall accrue during the period of leave. However, a teacher shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the teacher's coverage under any applicable group health plan for the duration of the 12 work week leave at the level and under the conditions of coverage that would have been provided if the teacher had continued to work during the period of leave. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for the period should the teacher fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or other conditions beyond the control of the employee. When a teacher returns from a leave, the Superintendent will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. A teacher on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as teachers not on leave.

**7.6 Long-Term Parental Leave** A teacher who has completed four full years of service in District 142 may be granted an unpaid long-term parental leave subject to the below listed conditions and limitations. Teachers must either use paid sick leave for disability due to delivery of a child pursuant to 7.5.1 above and return to work when the disability ends or elect a 12 workweek leave pursuant to 7.5.2 above, or instead, a teacher who has completed four full years of service in District 142 may elect to take a long-term parental leave under this section as provided below. Teachers who take an FMLA Leave as described in Section 7.5.1 or 7.5.2 are ineligible for a Long-Term Parental Leave per occurrence.

7.6.1 All requests for unpaid long-term parental leaves must be submitted in writing to the Superintendent at least three months prior to the anticipated beginning date of the leave unless circumstances later require the leave to begin sooner. The leave shall begin at a mutually agreeable date, but in any event no later than the date of delivery or the date of placement of an adopted or foster child. The duration of the leave shall be for the remainder of the school term in which it begins, plus one additional school term, if requested; return will be at the beginning of the following school term.

7.6.2 A teacher may request an additional one year extension of an unpaid long-term parental leave by making written request to the Superintendent prior to March 1st to be eligible for consideration for an extension during the next school term. The decision of the Superintendent to approve or not to approve a request for extension in unpaid long-term parental leave shall not be precedential in future request for extensions.

7.6.3 A teacher on long-term parental leave must notify the Superintendent, in writing, by March 1<sup>st</sup> regarding intention to return to the District at the beginning of the following school term. The notice of intention to return must be received by the Superintendent within the time provided above; if not so received, the teacher shall be deemed to have resigned from employment.

7.6.4 While on unpaid long-term parental leave, a teacher may continue to participate in the District insurance plan in the same manner of participation as would be afforded to a teacher receiving an unpaid leave of absence for any other purpose. While on an unpaid leave, the teacher must pay the full premium cost to continue participating, provided, however, that for an unpaid long-term parental leave the District shall maintain the teacher's coverage under any applicable group health insurance plan for a period of 3 months from the commencement of the leave or the date of delivery, whichever occurs first, under the same terms and conditions that would have applied if the teacher had continued to work. Any teacher granted a long-term parental leave who has been employed one hundred (100) days of school prior to beginning the leave, shall be considered to have completed a full year for salary schedule advancement.

7.6.5 Upon return from the leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the District. A teacher granted a parental leave who has been employed one hundred (100) days of school prior to the commencement of the leave, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year.

7.6.6 A teacher shall be permitted to retain all unused sick leave and shall not accumulate sick leave while on the leave. Further sick and personal days will not be granted until the employee returns to work.

7.6.7 A teacher on long-term parental leave is subject to dismissal due to reduction in force on the same terms and conditions as teachers not on leave.

7.6.8 FREA seniority is not accrued during a Long-Term parental leave. However, if a teacher has been employed one hundred (100) days of school prior to the Long-Term Parental Leave, a year of service on the salary schedule shall be granted.

7.7 Bereavement Leave The Superintendent shall grant up to three (3) days of leave per incident, without loss of pay or sick leave, which may be used for a death in the immediate family as defined in Section 7.1 above or another significant family member as approved by the Superintendent.

7.8 Other Leaves Any tenured teacher may apply for a leave of absence without pay for a period of up to one year. The starting and ending dates of such a proposed leave shall be in accordance with a plan arranged between the teacher and the Superintendent with due consideration given to such factors as educational continuity. An Association representative may be present at such meeting when requested by the teacher applicant. A leave of absence hereunder may be extended for up to one additional year at the request of a teacher and subject to approval by the Board. Any leave granted hereunder shall be at the discretion of the Board. Any tenured teacher who is granted a leave hereunder but has been employed for one hundred (100) days of school shall receive a full year of credit on the salary schedule (and a year of seniority credit) for that year. With the exception of leaves granted for medical disability, leaves granted hereunder must commence as of the first day of a school term.

7.9 Professional Leave for Association Conferences The District shall release two (2) officers or representatives of the FREA for two (2) days for the purpose of attending the IEA workshops, conferences, or convention each year with no loss of personal or sick days. The FREA shall reimburse the District for the cost of a substitute when used to cover the absence of a teacher during this professional leave.

7.10 Sabbatical Leaves Sabbatical leaves shall be available and administered in accordance with the applicable provisions of the Illinois School Code.

7.11 Jury Leave A teacher will suffer no loss of pay for performing jury duty provided the teacher submits evidence of such jury duty, such as a jury duty wage check. The teacher must turn in the jury wage check for no loss in District pay.

ARTICLE VIII  
TEACHING  
CONDITIONS

8.1 Pupil-Teacher Ratio The administration shall attempt to keep the class size under 28 and shall attempt to keep the lowest class sizes in the District in levels K through 3.

8.2 Internal Substitution If a teacher is asked to substitute during their preparation time, he/she shall be paid at the rate listed in Appendix C. Principals will determine the need and selection of an individual for substitution in any class.

8.3 Before and After-School Activities As an important component of professional responsibility, teachers will participate in school activities before school, after school, and scheduled in the evening without additional compensation. Professional responsibilities include the following:

- a) Open House – attended by all staff in District
- b) Graduation – attended by all middle school staff
- c) 8<sup>th</sup> Grade Awards Night - attended by any staff presenting an award
- d) Curriculum Nights — attended by all teachers in their respective buildings
- e) Staff Meetings
- f) Weekly Grade Level/Department Meetings  
- Specialists will attend one Grade Level Meeting per week, rotating grade levels throughout the month
- g) 1<sup>st</sup> & 2<sup>nd</sup> Year New Teacher Meetings
- h) Committee Meetings

In addition, a staff member's professional responsibility will include additional opportunities to be involved in the school community. A sign-up sheet for b e f o r e s c h o o l, after school, and evening activities will include the following:

- Every month at the faculty meeting, a sign-up sheet will be distributed which will include all activities at that building for the month (i.e. events, dances, games, sports, etc.)
- After the sheet is distributed for all staff to sign up, any remaining slots will be assigned by the school administration when there is a need.

8.4 Professional Library Each building shall provide a professional library so that teachers may have the advantage to grow professionally.



## 8.5 Professional Development Activities

8.5.1 Extension Courses Teachers shall have the opportunity to have a college extension course offered in the District after school hours, if the enrollment warrants it.

8.5.2 Workshops and Conferences Release time for workshops and conferences must clear official channels and be approved by the Superintendent or his/her designee.

8.5.3 In-Service Training The District may establish and conduct in-service training programs for teachers. Any teacher may be required to attend in-service training during the regular teacher work day without additional compensation. In-service training programs conducted outside of the regular teacher work day including those conducted during the summer recess shall be voluntary, and if compensation is to be provided, and teachers shall be compensated at the hourly rate. Teachers shall only be compensated for training conducted outside the regular teacher work day or during the summer term when the training is designated by the Superintendent as training that is mandatory.

8.5.4 Trainers The District subscribes to a train-the-trainer model for professional development when appropriate. CPDUs or the equivalent will be offered for those who lead professional development.

8.5.5 Videotaping Teachers may authorize the use of videotaping within their classrooms for the purpose of teacher training or personal reflection. Videotaping shall not be used for evaluative purposes. (Reference: *Blueprint Strategic Plan 2015-2020 – Professional Development/Human Resources*)

## 8.6 Teaching Assignments

8.6.1 Notification Teachers shall be given notice prior to the close of the school term of their tentative building and teaching assignments, including grade level and subject area for the coming year, with final verification two weeks prior to the opening of school if by that time there has been a change in the tentative building or teaching assignment.

8.6.2 Licensure Teachers shall be assigned within the scope of their licenses. If, after final verification, a change in the assignment must take place, a conference to discuss the matter will be held with the teacher concerned.

8.6.3 Job Sharing Two employees may apply for and may receive approval to perform part-time services (share a position) under the following conditions: (a) the employees present a workable plan to share a position

which is approved by the principal and the Superintendent, (b) the teachers shall perform four clock hours of service and shall receive all salary and fringe benefits on a 50% basis, (c) such shared position shall be approved for one school term, but the plan may be renewed for an additional year, and (d) any tenured teacher participating in this plan (shared position) shall retain full-time tenure rights, but shall be subject to dismissal on the same terms and conditions applicable to all tenured teachers.

## 8.7 Teachers' Regular Routine Responsibilities

8.7.1 Sign In/Out Teachers must fob in and fob out at their respective building(s). Teachers should be in their building at least ten (10) minutes prior to student arrival and should remain in their building at least 10 minutes after student dismissal. The regular teacher workday (time present at school) shall not exceed seven (7) hours. If a teacher leaves the building during duty free lunch, the teacher will inform the principal or designee.

8.7.2 Lunch All teacher lunch periods shall be duty free.

8.7.3 Meetings Teachers are required to attend all scheduled meetings, either before or after school. Advance notice of meetings will be given unless an emergency arises. Each building principal will establish a consistent day for building meetings. Teachers should not request to be excused from these meetings. Shall a Teacher be required to attend a meeting outside of the listed requirements (8.3), the meeting will not exceed one hour in length. If the meeting exceeds one hour, the teacher will be compensated at the hourly contractual rate.

Each school year, committee work will be completed. Committee work may change subject to mandates. Teachers are required to participate on at least one district level committee per school year. Teachers will be provided an opportunity to request placement on District level committees. Whenever possible, the district administration will make an assignment based on these requests. A teacher may elect to participate on more than one committee. As District and building priorities differ from year to year, the number of meetings may vary. Meetings may be scheduled before or after school to accommodate the different building starting and ending times. The meetings will not exceed one hour in length.

Teachers who are part of the District mentoring program are required to attend all mentoring meetings. Teachers should not request to be excused from these meetings.

The District continues to participate in continuous improvement in the curriculum development process. Curriculum work may be completed during the summer or after regular school hours. All teachers are responsible for collaborative creation and implementation of the curriculum and instruction framework of the

school District. Full participation within this process enhances teaching and learning. Therefore, participation in curriculum development is expected and encouraged. Curriculum work outside of the normal work hours will be compensated at the established hourly rate.

Meetings will not be scheduled on the fourth Monday of the month, such date being reserved for association meetings. The Union president will notify the building administration in advance of these meetings in order to reserve space within the District buildings.

Additional meetings subject to mandates may be scheduled.

8.7.4 Parent Teacher Conferences/Meetings An integral and important component of educating students is ongoing communication with parents/guardians and families.

Regular Full Day Parent/Teacher Conferences will be scheduled during the school year. The length of the Full-Day Parent/Teacher Conference will not exceed the length of a normal school day excluding any lunch/dinner breaks. There will be no student attendance on Full Day Parent/Teacher Conference Day(s).

8.7.5 Plan Time Each licensed staff member shall have an average of 200 minutes of Plan Time per full week of student attendance for the 2019-2020, 2020-2021, and 2021-2022 School Years. Plan time for part-time employees will be provided on a pro-rata (prorated) basis. During their 200 minutes of Plan Time, the teacher shall have no regularly-assigned duties.

8.7.6 Overload A teacher who teaches a zero-hour class before the start of the regular school day or after the end of the regular school day, when said teacher already teaches a full course load, will be compensated at 1/8 of their current salary for each additional class. (This does not apply to remedial support, tutorial, co-curricular, or extracurricular activities.)

8.7.7 Student Records Licensed staff members shall have one school day immediately following midterms and three school days following the close of the grading period to record grades for report card/reporting purposes.

8.8 School Calendar The Board shall set the calendar for the District. The salary schedule (Article XIV) shall apply to a 185-day calendar (5 days will be non-attendance emergency days). If the Board adopts a calendar that exceeds the above, each teacher shall be paid at the rate of 1/180 of his/her yearly basic salary per day. If the five (5) emergency days are not used for emergency purposes, they shall not become employee work days, and a time for the closing of school shall be determined by May 1<sup>st</sup>. If an emergency occurs after May 1<sup>st</sup> the teachers shall work days up to 180

without additional compensation. It is agreed that the District may amend the number of non-attendance emergency days as may be appropriate in the event the Illinois School Code is amended to require a school calendar in excess of the five nonattendance emergency days now required. Prior to making a recommendation to the Board regarding the school calendar, the Superintendent will meet with the Association President(s) to discuss the school calendar. The Association President(s) shall have the right to make recommendations to the Superintendent regarding the school calendar.

ARTICLE IX  
SUMMER SCHOOL

9.1 Summer School Hiring Standards Preference in filling positions in summer school will be given to regularly appointed teachers in the District who plan to return to the District for the full school year subsequent to the summer session or those who have been granted Board-approved leaves. The administration will consider such factors as a teacher's qualifications and seniority in the District. District seniority is defined in Section 5.2.3 of this Agreement.

9.2 Summer School Rate Summer School teachers will be compensated at the hourly rate as established within this contractual agreement. (See Appendix C)

ARTICLE X  
EVALUATION

The District has developed an evaluation in accordance with the provisions of Article 105 ILCS 5/24A of the School Code. The Board agrees that no changes will be made to the provisions of the plan without prior notice to the Association and that changes shall be developed in cooperation with the Association.

ARTICLE XI  
COMPENSATION

11.1 Salary and Coursework Compensation Due to the fact that the salary schedule was redesigned effective for the 2008-2009 school year, teachers employed during the 2007-2008 school year were placed on the 2008-2009 schedule at designated steps. A 2008-2009 placement list is maintained by both the Board and the Association. Step movement for 2009-2010 and thereafter shall be from the 2008-2009 designated placements. In recognition of the effects of the redesigned salary schedule, certain teachers employed for the 2007-2008 school year shall be removed from the salary schedule and shall receive salary increases each of the years of the contract as agreed. These teachers, along with teachers who do not take additional coursework, will have their salary frozen and will receive a \$1,000, non-compounding stipend for the 2019-2020, 2020-2021, and 2021-2022 school years.

The salary and benefits for part-time teachers shall be prorated to reflect the percent of time the teacher is employed for the school year. Teachers' salaries for school years 2019-2020, 2020-2021, and 2021-2022 are set forth in Appendix A-1, A-2, and A-3 of this negotiated agreement.

11.1.1 Placement on the Salary Schedule Full credit will be granted on the salary schedule for a maximum of seven (7) years of successful teaching experience earned while fully licensed and permanently employed as a teacher in a fully accredited public or private elementary or secondary school. Exceptions can be made to the seven (7) years of credit and Salary Schedule placement with approval of the Superintendent, for difficult to fill positions.

11.1.2 Advancement on the Salary Schedule Teachers who have completed coursework will be advanced on the salary scale based on completed approved coursework as described in Section 12.1 Tuition Reimbursement of this agreement. Vertical advancement on the salary schedule is limited to one step per year in all cases where advancement to another lane from off schedule placement was made due to additional college credits.

11.2 Pay Periods All teachers will be paid on a 24-pay cycle per year.

11.3 Payroll Deductions The Board shall, upon the written request of an employee, withhold from the compensation of that employee any dues, payments or contributions payable to an employee labor organization. An amount shall be withheld from each regular payroll period which is equal to the pro-rata share of the annual dues plus any payments or contributions. The Board shall transmit such withholdings to the specified labor organization within ten (10) working days from the time of withholding. Authorizations for dues deductions shall remain in effect from year to year unless the employee revokes the authorization in writing. Upon the written request of an employee, the Board shall withhold insurance contributions, credit union, and Tax-Sheltered Annuity (403 B/Roth 403 B). Employees will be notified in writing by August 31<sup>st</sup> of their withholdings.

ARTICLE XII  
FRINGE  
BENEFITS

12.1 Tuition Reimbursement Credit for coursework beyond the Bachelor's or Master's Degree will be granted only for courses approved in advance by the Superintendent. For coursework to be approved for credit on the Salary Schedule and/or Tuition Reimbursement, the following guidelines must be met:

1. For a Master's Program, a letter of intent and schedule of courses required for the degree must be submitted to the Superintendent for approval prior to enrollment. Once approved, the selection of courses cannot be altered without prior approval of the Superintendent.
2. For coursework outside of a designated Master's Program, the teacher must submit the "APPROVAL FOR COURSEWORK" form prior to enrollment. Coursework information, including anticipated number of contact hours must be attached to this form.
3. A credit hour shall be defined as 15 hours of contact time directly related to coursework/course chosen.
4. Pre- and Post-Master's coursework must be related to the teacher's educational assignment or field, or be in an area designated as a shortage area by the District.
5. Credit on the Salary Schedule will be awarded annually provided official secure and/or sealed transcript for completed coursework is submitted to the Superintendent's Office before October 1<sup>st</sup> of the year of advancement. A revised Teacher's Contract will be then issued to the teacher for signature, and the District Business Office will be informed for adjustments to payroll. Salary Schedule changes will be credited no later than the third pay period following October 1<sup>st</sup>, retroactive to the first day of the school year of the year of advancement.
6. The Board will provide reimbursement at the rate of \$150.00 per semester credit hour for the 2019-2020, 2020-2021, 2021-2022 school years. Generally, reimbursement is limited to 12 semester credit hours per school year unless a teacher is enrolled in an approved Master's Program. A teacher enrolled in a Master's Program will be limited to 18 credit hours per school year. For purposes of this section, courses completed between July 1<sup>st</sup> and June 30<sup>th</sup> of a specific school year shall be attributed ~~to that~~ to the recently completed school year.



7. Upon completion of two full school years of continuous full-time employment within the School District, a teacher will be eligible for tuition reimbursement for courses beginning July 1<sup>st</sup>, at the beginning of the next school year.
8. To receive tuition reimbursement, teachers must fill out the TUITION REIMBURSEMENT FORM attaching documentation from the university of actual tuition paid and a report card showing successful completion of coursework with an A or B. No classes will be reimbursed that are graded on a pass/fail basis. Request for reimbursement must be made within 120 days following completion of the coursework.
9. Tuition reimbursement shall be paid twice annually, in January and July. To be eligible for reimbursement, a TUITION REIMBURSEMENT FORM, with all required documentation attached, must be postmarked to the Superintendent's Office by January 1<sup>st</sup> or July 1<sup>st</sup>, respectively, in order to be included in the January or July reimbursement.
10. If a teacher leaves the District for outside employment within two years of completion of Master's Degree coursework, he/she will be required to reimburse tuition expenses paid by the District. If a teacher leaves the District for outside employment within one year of completion of Pre- or Post-Master's Degree coursework, he/she will be required to reimburse tuition expenses paid by the District and any fees (including attorney's fees) to collect expenses.
11. One official, secure or sealed transcript must be submitted to the Superintendent's Office upon completion of a pre-approved Master's Program (showing conferring of degree), completion of other pre-approved coursework for licensure endorsement, or completion of any pre-approved courses taken to be considered for movement on the Salary Schedule.

12.2 Mileage Teachers who are assigned to more than one building for their teaching schedule and must travel to complete their daily assignment shall be reimbursed for each mile traveled at the current IRS rate.

12.3 Extra Duty Assignments No teacher shall be required to hold more than three (3) regularly scheduled extra-duty assignment positions. These assignments will be made with the consent of the employee, provided, however, that if no employee consents or volunteers for these extra-duty assignments, then the administration may assign duties to a qualified teacher or teachers, as defined in Article I, Section 1.1 of the contract, on a rotating basis from year to year. The schedule for extra duty assignments is attached as Appendix B.

12.4 Duty Free Lunch All middle school teachers will be entitled to a 30-minute duty-free lunch as provided for in the School Code. Teachers in the elementary school shall be entitled to a 35-minute duty-free lunch.

12.5 Life Insurance All teachers will be provided Board-paid term life insurance. This insurance does not apply when a teacher is on a long-term leave and, per policy, coverage diminishes at age 65.

12.6 Insurance Medical/Health insurance premiums shall be paid by the District for all full-time employees only and in accordance with the Affordable Care Act according to the following schedule and upon the following terms and conditions. Dental and vision insurance are employee-paid. For new employees, the provisions of the District's insurance plan provide for insurance coverage beginning the first of the month following 30 days of employment with the District (October 1<sup>st</sup>).

12.6.1 Individual and Family Plans The district retains the right, upon recommendation of the Insurance Committee, to elect a different insurance carrier or to provide alternative coverage through "HMO," "PPO," or any other insurance systems available. Beginning with the 2016-2017 insurance plan year, the District shall pay seventy percent (70%) of any increase in single insurance coverage over the previous year's established rates. The remaining 30% will be borne by the employee. The district shall pay 70% of the increase of employee+ spouse, employee + child(ren), and family medical insurance premiums over the previous year's established rates for each year of the agreement. The remaining thirty percent (30%) will be borne by the employee. If an employee resigns during the school year, insurance terminates effective the last day of the month of the resignation date.

The District and Association agree to negotiate the percentage of costs to be paid by each party should the annual increase in single or family medical insurance premiums be greater than fifteen percent (15%) for any year of this agreement.

12.6.2 Continued Summer Insurance Benefit Teachers who complete the school year but who will not be returning the following school year due to resignation, termination, release or a reduction in force, (not due to retirement as outlined in Section 12.6) shall receive a Board contribution for their July and August COBRA insurance premiums equal to that provided for continuing

teachers (see section 2.5 of the negotiated agreement). In order to be eligible for this benefit, the teacher must submit the normal employee share for any increases in effect for the months of July and August. Teachers who fail to give timely notice (prior to July 10<sup>th</sup>) of resignation or retirement will be required to pay the full cost of the monthly insurance premiums for coverage after June 30 of the final year of employment through a one-time payment or through payroll deduction.

12.6.3 Other Insurance The Board will contribute \$1,000 for the 2019-2020, 2020-2021, and 2021-2022 insurance plan years towards other insurance for all teachers who do not take medical insurance. To the extent that the employee aforementioned sums are not used for other insurance, the appropriate sum shall be paid to the teacher at the end of the year as extra-duty pay. An affidavit attesting to comparable insurance coverage is required by all employees electing to decline insurance coverage because of coverage by another family member or partner.

12.6.4 Selection of Coverage All teachers employed by the District prior to the last day of school of each successive school year must notify the Superintendent's office in writing by that date of each successive school year as to whether they wish to participate in the insurance plan and, if so, whether they wish to carry "individual coverage" or "family coverage" during that school year. Any teacher employed after the first day of any school year, but prior to the end of that school year, must so notify the Superintendent's office within five (5) days of his/her hiring. Any teacher who, during a school year, wishes to change the type of insurance he/she carries may do so; provided, however, that any additional expense resulting from the change be paid by the individual teacher. However, if a teacher, due to a death in the teacher's immediate family, divorce, or the involuntary lay-off of a spouse, needs to obtain single or family coverage, such teacher may enter the appropriate group and participate on the same basis as those already in the group.

12.6.5 Salary Reduction The Board will take such action as is necessary to allow for the payment of employee contributions toward health insurance to be made by salary reductions so that those contributions may be exempt from federal income tax.

## 12.7 Retirement

### 12.7.1 Retirement – Teacher Retirement System

- A. A retiree's insurance ends at the month of the last day of school (e.g., June 30).
  
- B. It is understood and agreed that no payment 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 may adjust any employee's salary retroactively, or take any action it deems necessary, to avoid such penalty.
  
- C. Upon a change in legislation to the ERO if both parties agree, the parties may renegotiate this section.

12.7.2 Unused Sick Leave Benefit Upon retirement from the teaching profession, any teacher who does not incur a penalty and who has taught at least 10 years within Forest Ridge Elementary School District 142, and who has submitted an irrevocable letter of intent to retire by September 1st and who meets the TRS specifications shall be paid a sum of \$40.00 for each unused accumulated sick leave day not utilized for retirement purposes with TRS for Pension Credit in each of the years covered by this contract. Payout on sick leave is limited to 75 total days of sick leave. This additional compensation shall be paid as severance after retirement and subsequent to the teacher's last regular pay date but not before August 15th following the actual retirement date.

12.8 Ability to Rescind In the event a teacher who has elected to retire and experiences unforeseen catastrophic circumstances which cause the teacher to wish not to retire as planned, the teacher may request that approval of his/her pending retirement be rescinded by the Board. The Board may, but is not required to, approve such a request. In the event the Board does so approve, and in the event the teacher has already begun to receive payments, all retirement monies paid to the teacher shall be repaid by the teacher no later than June 15th of that school year.

ARTICLE  
XIII  
NO STRIKE  
CLAUSE

13.1 No Strike During the term of this Agreement, in no event shall the Association nor any of its members, agents or any employee for any reason authorize, institute, aid or condone or engage in a slowdown, work stoppage, strike or picketing in any manner which would disrupt the operation of the schools nor shall the Board lock out employees.

ARTICLE XIV  
CONTRACT REOPENER CLAUSE

14.1 Contract Reopener Clause Due to the fact that the Illinois Legislature is currently working on Pension Reform legislation, reallocation of State funding, and other legislation that could significantly impact school districts and public school funding, then upon request of either party, the parties shall meet to negotiate the impact of such legislative action.

ARTICLE XV  
RIGHTS OF THE  
BOARD

15.1 General Retention All management rights and functions, except those which are clearly and expressly abridged by law or this agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

15.1.1 Full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;

15.1.2 The right to determine the work to be done and the standards to be met by employees covered by this agreement;

15.1.3 The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees;

15.1.4 The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; and

15.1.5 The right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for good cause, and otherwise to maintain an orderly, effective and efficient operation.

15.2 Association Input The above shall not preclude the Association from input prior to the Board's execution of its rights and, further, the Association reserves its right to object to and disagree with any actions the Board takes.

ARTICLE XVI  
DURATION AND ACCEPTANCE OF  
AGREEMENT

This agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until the end of the day preceding the first day of the 2022-2023 school term. This agreement is signed this 21<sup>st</sup> day of May, 2019.

In Witness Whereof:

FOREST RIDGE EDUCATION ASSOCIATION

Stacy N. Curtis

Co-President

Kristen Vary

Co-President

Cathy Larkin

Secretary

FOR THE BOARD OF EDUCATION FOREST RIDGE SCHOOL DISTRICT 142

Mary Derman

President

Jarah Poff

Secretary

for Jack Hill

# APPENDIX A-1

## 2019-2020 TEACHER SALARY SCHEDULE\*

	BA	BA+8	BA+24	MA	MA+8	MA+24
0	\$44,481	\$45,034	\$46,696	\$48,077	\$48,117	\$48,631
1	\$45,034	\$45,587	\$47,249	\$48,631	\$48,686	\$49,461
2	\$45,587	\$46,140	\$47,801	\$49,184	\$49,405	\$50,291
3	\$46,140	\$46,694	\$48,354	\$49,736	\$50,125	\$51,120
4	\$46,693	\$47,247	\$48,907	\$50,291	\$50,844	\$51,950
5	\$47,245	\$47,800	\$49,460	\$50,844	\$51,563	\$52,781
6	\$47,799	\$48,353	\$50,013	\$51,398	\$52,282	\$53,610
7	\$48,352	\$48,907	\$50,566	\$51,950	\$53,002	\$54,440
8	\$48,906	\$49,460	\$51,119	\$52,503	\$53,721	\$55,270
9	\$49,459	\$50,013	\$51,673	\$53,057	\$54,440	\$56,099
10	\$50,012	\$50,566	\$52,226	\$53,610	\$55,159	\$56,930
11			\$52,780	\$54,164	\$55,879	\$57,760
12			\$53,332	\$54,716	\$56,598	\$58,589
13			\$53,886	\$55,270	\$57,317	\$59,419
14			\$54,439	\$56,099	\$58,036	\$60,250
15			\$54,992	\$56,930	\$58,756	\$61,079
16			\$55,546	\$57,760	\$59,475	\$61,909
17			\$56,098	\$58,589	\$60,194	\$62,739
18			\$56,652	\$59,419	\$60,913	\$63,568
19			\$57,205	\$60,250	\$61,633	\$64,399
20			\$57,759	\$61,079	\$62,352	\$65,229
21			\$58,312	\$61,909	\$63,458	\$66,335
22			\$58,865	\$62,739	\$64,565	\$67,441
23			\$59,418	\$63,568	\$65,671	\$68,548
24			\$59,971	\$64,399	\$66,777	\$69,654
25				\$65,229	\$67,884	\$70,761
26				\$66,058	\$68,990	\$71,867
27				\$66,888	\$70,097	\$72,974
28				\$67,718	\$71,204	\$74,081
29				\$68,548	\$72,310	\$75,187
30				\$69,378	\$73,417	\$76,294



## APPENDIX A-2

### 2020-2021 TEACHER SALARY SCHEDULE

	BA	BA+8	BA+24	MA	MA+8	MA+24
0	\$45,135	\$45,704	\$47,412	\$48,830	\$48,880	\$49,115
1	\$45,704	\$46,272	\$47,980	\$49,399	\$49,440	\$49,968
2	\$46,273	\$46,841	\$48,548	\$49,968	\$50,025	\$50,821
3	\$46,841	\$47,409	\$49,116	\$50,537	\$50,764	\$51,674
4	\$47,409	\$47,978	\$49,684	\$51,104	\$51,503	\$52,526
5	\$47,977	\$48,546	\$50,252	\$51,674	\$52,242	\$53,379
6	\$48,545	\$49,115	\$50,820	\$52,242	\$52,981	\$54,232
7	\$49,114	\$49,683	\$51,388	\$52,811	\$53,720	\$55,084
8	\$49,682	\$50,252	\$51,957	\$53,379	\$54,459	\$55,937
9	\$50,251	\$50,820	\$52,525	\$53,947	\$55,198	\$56,790
10	\$50,819	\$51,388	\$53,094	\$54,516	\$55,937	\$57,642
11			\$53,662	\$55,084	\$56,676	\$58,495
12			\$54,231	\$55,653	\$57,415	\$59,348
13			\$54,799	\$56,221	\$58,154	\$60,200
14			\$55,368	\$56,790	\$58,893	\$61,053
15			\$55,936	\$57,642	\$59,632	\$61,906
16			\$56,504	\$58,495	\$60,371	\$62,758
17			\$57,073	\$59,348	\$61,110	\$63,611
18			\$57,641	\$60,200	\$61,849	\$64,464
19			\$58,210	\$61,053	\$62,588	\$65,316
20			\$58,778	\$61,906	\$63,327	\$66,170
21			\$59,347	\$62,758	\$64,066	\$67,023
22			\$59,915	\$63,611	\$65,204	\$68,160
23			\$60,484	\$64,464	\$66,341	\$69,296
24			\$61,052	\$65,316	\$67,477	\$70,433
25				\$66,170	\$68,614	\$71,570
26				\$67,023	\$69,751	\$72,707
27				\$67,875	\$70,888	\$73,844
28				\$68,728	\$72,025	\$74,981
29				\$69,581	\$73,162	\$76,118
30				\$70,433	\$74,299	\$77,255

## APPENDIX A-3

### 2021-2022 TEACHER SALARY SCHEDULE

	BA	BA+8	BA+24	MA	MA+8	MA+24
0	\$45,792	\$46,377	\$48,132	\$49,588	\$49,638	\$49,824
1	\$46,376	\$46,961	\$48,716	\$50,173	\$50,224	\$50,466
2	\$46,961	\$47,545	\$49,300	\$50,758	\$50,800	\$51,342
3	\$47,545	\$48,129	\$49,883	\$51,342	\$51,401	\$52,219
4	\$48,129	\$48,712	\$50,467	\$51,927	\$52,160	\$53,095
5	\$48,712	\$49,297	\$51,050	\$52,509	\$52,919	\$53,970
6	\$49,296	\$49,881	\$51,634	\$53,095	\$53,679	\$54,847
7	\$49,880	\$50,465	\$52,217	\$53,679	\$54,438	\$55,723
8	\$50,464	\$51,049	\$52,801	\$54,263	\$55,197	\$56,599
9	\$51,048	\$51,634	\$53,386	\$54,847	\$55,957	\$57,475
10	\$51,633	\$52,217	\$53,969	\$55,431	\$56,716	\$58,352
11			\$54,554	\$56,015	\$57,475	\$59,227
12			\$55,138	\$56,599	\$58,235	\$60,104
13			\$55,722	\$57,184	\$58,994	\$60,980
14			\$56,306	\$57,767	\$59,753	\$61,856
15			\$56,891	\$58,352	\$60,513	\$62,732
16			\$57,474	\$59,227	\$61,272	\$63,609
17			\$58,058	\$60,104	\$62,032	\$64,484
18			\$58,643	\$60,980	\$62,791	\$65,361
19			\$59,226	\$61,856	\$63,550	\$66,237
20			\$59,811	\$62,732	\$64,310	\$67,113
21			\$60,395	\$63,609	\$65,069	\$67,989
22			\$60,979	\$64,484	\$65,828	\$68,866
23			\$61,563	\$65,361	\$66,997	\$70,034
24			\$62,148	\$66,237	\$68,165	\$71,201
25				\$67,113	\$69,332	\$72,370
26				\$67,989	\$70,500	\$73,538
27				\$68,866	\$71,669	\$74,706
28				\$69,741	\$72,837	\$75,875
29				\$70,618	\$74,005	\$77,043
30				\$71,494	\$75,174	\$78,211

**APPENDIX B  
TEACHER EXTRA DUTY SCHEDULE  
FY 2019-2022**

<b>ACTIVITY/SUPERVISION</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b><i>SUPERVISION</i></b>			
Administrative Aide ( <i>1 per building</i> )	\$1,322	\$1,355	\$1,389
Bus Supervisor ( <i>per bus</i> )	\$193	\$198	\$202
Lunch Supervisor	\$2,836	\$2,907	\$2,980
<b><i>MUSIC</i></b>			
Band Director (Gr 6-8) ( <i>1 per district</i> )	\$3,588	\$3,677	\$3,769
Band Asst. Director (Gr 1-5) ( <i>1 per district</i> )	\$820	\$841	\$862
Chorus Director (Gr 6-8) ( <i>1 per district</i> )	\$3,588	\$3,677	\$3,769
Chorus (Gr 1-5) ( <i>1 per building</i> )	\$1,400	\$1,435	\$1,471
Jazz Band (1 per district)	\$1,333	\$1,366	\$1,400
Woodwinds (1 per district)	\$1,727	\$1,770	\$1,815
<b><i>DRAMA</i></b>			
Co-Directors (Gr 1-5) ( <i>2 per elementary building</i> )	\$1,331	\$1,364	\$1,398
Play Director (6-8) ( <i>1 at Hille</i> )	\$2,399	\$2,458	\$2,520
Asst. Director (Gr 6-8) ( <i>1 at Hille</i> )	\$959	\$983	\$1,008
Choreographer (Gr 6-8) ( <i>1 at Hille</i> )	\$959	\$983	\$1,008
<b><i>ACADEMIC/PROFESSIONAL DEVELOPMENT</i></b>			
Grade Level Coordinator (Gr 1-5)	\$1,000	\$1,025	\$1,051
Department Coordinator (Gr 6-8)	\$1,000	\$1,025	\$1,051
Mentoring (1 per new teacher)	\$350	\$359	\$368

APPENDIX B

<b>EXTRA-CURRICULAR/MISCELLANEOUS</b>			
Grade 8 Trip Moderator (1 at Hille)	\$800	\$820	\$841
Catch-Up Club (1 at Hille)	\$1,078	\$1,105	\$1,133
NJHS (1 at Hille)	\$1,078	\$1,105	\$1,133
Student Council/Early Act (Gr K-8) (1 per building)	\$1,078	\$1,105	\$1,133
Scholastic Bowl (1 per Hille)	\$554	\$567	\$582
Success Club (1 per elementary)	\$1,830	\$1,875	\$1,922

<b>SPORTS</b>			
Basketball – Boys 8 <sup>th</sup> Grade	\$3,192	\$3,272	\$3,353
Basketball – Girls 8 <sup>th</sup> Grade	\$3,192	\$3,272	\$3,353
Basketball – Boys 7 <sup>th</sup> Grade	\$3,024	\$3,099	\$3,177
Basketball – Girls 7 <sup>th</sup> Grade	\$3,024	\$3,099	\$3,177
Cheerleading (1 at Hille)	\$3,192	\$3,272	\$3,353
Cross Country (1 at Hille)	\$1,470	\$1,507	\$1,544
Track – Boys (1 at Hille)	\$1,470	\$1,507	\$1,544
Track – Girls (1 at Hille)	\$1,470	\$1,507	\$1,544
Volleyball – Boys (1 at Hille)	\$1,727	\$1,770	\$1,815
Volleyball – Girls (1 at Hille)	\$1,727	\$1,770	\$1,815

**NOTE:**

- Supervisory positions must be posted on an annual basis. All others may be filled based upon both the experience and qualifications of the applicant.
- Assistants may be necessary upon determining the number of participants and may be considered with approval of the Superintendent at one-half of the head coach stipend.
- Splitting stipends is permissible with the approval of the Superintendent or designee.

**APPENDIX C –  
HOURLY COMPENSATION RATES  
FY 2019-2022**

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Internal Sub Rate, In-service Training, Evening Activities	\$37.00	\$37.50	\$38.00