

**Master Agreement**  
**Between**  
**Board of Education**  
**Mannheim District 83**  
**and**  
**Mannheim Teachers'**  
**Association**  
**2007-2010**

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## Article I. Recognition

The Board of Education, Mannheim District 83, (hereinafter the Board) recognizes the Mannheim Teachers' Association, an independent organization (hereinafter the Association) as the sole and exclusive bargaining agent for all full-time and regularly employed part-time certificated teachers and nurse who are compensated on the District 83 salary schedule and who are eligible for the Illinois Teachers' Retirement System, but excluding the Superintendent, Assistant Superintendent, Director of Technology and Integration, Administrative Assistant, Business Manager, Principals, Assistant Principals, and any other personnel having the authority to hire, transfer, promote, discharge, evaluate, adjust grievances, or discipline other employees, provided that these individuals are compensated as Administrators.

Teachers have the right to join or not to join any organization for their professional or economic improvement, but membership in any organization shall not be required as a condition of employment.

## Article II. Seniority

Seniority as used herein shall apply only to teachers on contractual continued service (tenure) and shall mean the length of continuous full-time service and accumulated proportionate part-time service, which excludes summer school, of teachers within the District. Part-time service accumulated prior to acquisition of tenure shall not count for seniority purposes. Proportional part-time service accumulated after the acquisition of tenure shall count for seniority purposes.

Service credit will not accrue during a leave of absence without pay. Seniority will not be interrupted due to excused leaves of absences and paid leaves as provided in Article XIII. When it is determined that staff have equal seniority, the following criteria, in order of listing, shall be applied to establish a rank order:

1. Total teaching experience credit which has been allowed on the District 83 salary schedule.
2. Graduate credit which is allowed for credit on the salary schedule. This includes credit which has been accumulated but which has not resulted in a horizontal lane change.
3. Any further ties will be determined by lottery conducted by the Superintendent in the presence of the Association.

The rank order established for staff with equal seniority shall be determined each school year. A seniority rank order shall be posted in each building within thirty (30) days of the start of the school term, which shall apply to all seniority determinations. Objections to this seniority ranking shall be made in writing to the Superintendent and Association President within thirty (30) days of posting. Absent objections, the list shall stand for the current school term.

## Article III. Association Rights

### Section 1. Exclusive Rights of the Association.

The rights granted to the Association as the exclusive bargaining agent shall not be granted to other teacher union organizations during the term of this Agreement.

### Section 2. Use of School Equipment and Buildings.

The Association shall have the right to use school buildings for Association meetings, provided: (1) the building principal is notified 2 days before any such meeting; (2) no extra custodial help is necessitated because of such meetings; and (3) such meetings are during non-school hours and do not interfere with any facet of the school's educational, administrative, or extra-curricular program.

The Association shall also have the right to use the school's duplication equipment during non-school hours, provided that the Association reimburses the district for the cost of any materials used. The cost of duplication may be waived by the Administration.

It is agreed that the Board will not knowingly grant the use of school facilities and services to assist any organization which seeks to replace the Association as the exclusive representative except to the extent permitted by law. It shall be the responsibility solely of the Association to monitor that the facilities and services are not being used by organizations which seek to replace the Association.

### Section 3. Bulletins.

The Association shall have the right to post notices on bulletin boards designated by the building principal in the teacher workrooms and teacher cafeterias provided that such notices are approved by the Association President. The Association shall also have the right to use the district's school mailboxes.

### Section 4. Association Business.

Matters involving grievances, negotiations, or other Association business shall not be conducted by teachers in the presence of, or with the involvement of, students.

### Section 5. Association Meetings.

By June 10<sup>th</sup> of the preceding school term, the Association will submit to the Superintendent a listing of the dates for the four (4) General Association Meetings. The Administration will not schedule any school related afterschool meetings for teachers on these four (4) scheduled afterschool meeting dates.

### Section 6. Access to Information.

The Board agrees to make available to the Association President, upon written request, one copy of the following normally and routinely prepared public information reports: Agenda and open meeting minutes of all regular Board Meetings, a directory with addresses of certificated personnel, the Annual Financial Report, the Annual Audit commissioned by the Board, and the Annual Budget. Access to the official Board minutes shall also be granted to the Association President. The cost of duplication of these records may be waived for the Association by the Administration.

The Board will also provide to the Association, in response to written requests, any public records allowable under the Freedom of Information Act. These requests must be made in compliance with the Freedom of Information Act.

Section 7. Building Faculty Agenda.

The Association shall have the opportunity to be included at the end of the building faculty meeting agenda or at such place on the agenda as determined by the principal. The building administrators shall absent themselves from this portion of the meeting unless requested to remain by the Association building representative.

Section 8. Teacher Listing.

The directory of names, addresses, and telephone numbers of certified employees shall be furnished to the Association by October 1<sup>st</sup>. Such information regarding new teachers shall be made available to the Association for all summer hires by August 1, for all other new hires the Association President shall be notified within 14 days of a person being hired for a certified position.

Section 9. New Teacher Orientation.

The Association Executive Board shall be given the opportunity to address new teachers as a part of the new teacher orientation institute day.

Section 10. Copies of the Agreement.

One copy per teacher of the Agreement will be provided to the Association for distribution within thirty (30) days of the signing of the Agreement. Twenty (20) additional copies of the Agreement shall be provided to the Association President for Association use.

Section 11. Association - Administration Meetings.

The representatives of the Association and the Central Administration agree to meet periodically during the term of this Agreement for the purpose of discussing concerns and maintaining open communication. Meetings shall be held with reasonable notice stating a tentative agenda of items to be discussed.

It is further agreed that representatives of the Association may request, and the Administration will agree, to meet semi-annually (October and April) with the Administration to review and make recommendations on the following programs:

1. Staff Evaluation
2. Staff Development and Teacher Recertification Process
3. Parent-Teacher Conferences
4. Paperwork Reduction
5. Student Discipline

It is further agreed that representatives of the Association may request and the administration will agree to meet in February/March of each year to review prospective enrollment and staffing plans for the next school term. Nothing in this section shall limit the right of the Board to make staffing decisions as it deems appropriate.

Section 12. Association Release Time.

In the event that the Association desires to send the President and/or designee to conferences or on other business pertinent to the Association, the President and/or designee shall be excused upon approval of the Superintendent for an aggregate total not to exceed four (4) days in any school term without loss of salary. Written request for such leave must be submitted to the Superintendent seven (7) days prior to the date of such leave except that the Superintendent may waive the seven (7) day notice for emergency situations.

Section 13. Directory Inclusion.

A section containing the names and telephone numbers of Association Officers and Association representatives shall be included in the District Telephone Directory.

Section 14. Association Building Council.

A Building Council shall be established at each building, subject to the availability of an Association Building Representative and teachers, for the purpose of addressing building level concerns and maintaining open communication between the certified staff and the building level administrators. The Association Building Representative shall meet with the building principal at the beginning of the school year to schedule the dates and times for the monthly building council meetings. The meeting schedule shall be posted in the teacher workroom and/or cafeteria in each building.

The Association Building Representative is responsible for selecting Building Council members, presenting building level concerns, and distributing minutes from the Building Council to the certified staff. Special emergencies may require the cancellation or rescheduling of a Building Council meeting.

Except for good cause, teachers are expected to schedule a conference to discuss a concern over an individual or building issue with the building principal prior to submitting the concern to the MTA Building Council. The MTA Building Council representatives will schedule a conference with the building principal prior to submission of any building level concerns to the Superintendent-MTA Council for discussion.

Section 15. School Improvement Committees.

The Board and the Association believe it is desirable for teachers to continue to have opportunities for meaningful and effective input into building level educational matters. To this end, the principal will develop a draft agenda of each School Improvement Committee meeting and provide a copy to the Building Council at least five school days before the next Committee meeting. The Building Council shall submit its comments and suggested additions or deletions to the principal no less than three school days before the Committee meeting. The principal shall provide the final agenda to the Committee with a copy to the Building Council at least the day before the meeting.

Each School Improvement Committee shall consist of the principal and eight teachers. Seven of the teachers will be appointed by the principal and one by the Building Council with a goal of achieving a reasonable cross section of the building staff on the Committee. The Building Council and the principal are encouraged to make their appointments before the close of the previous school term, but in any event the appointments shall be made by no later than the end of the first full week of the new school term. Generally the Committee will meet no more

than two times per month, except that either the building principal or the Committee may call additional meetings when appropriate to facilitate completion of the Committee's work. Minutes of Committee meetings will be taken by a teacher member of the Committee selected by the Committee and submitted at least monthly to the principal for approval and circulation to all teachers in the building. The principal will also report to the Committee at least monthly on the status of projects recommended by the Committee. Committee members will be paid the extra-duty rate set forth in Section 3 of Article 14 for meetings required by the principal to be held before or after the regular teacher workday as provided in Section 3 of Article 6 or during the teacher's duty free lunch period.

Section 16. Liability Insurance.

At the beginning of each school year, the Superintendent shall provide the Association President with a copy of the District's insurance program for coverage of claims against teachers for conduct within the scope of their employment.

Section 17. Notice of Dismissal.

The Superintendent shall notify the Association President of a recommendation for the dismissal of a tenured teacher promptly after it is placed on the agenda for formal action at the Board of Education meeting.

Section 18. Fair Share.

All employees covered by this Agreement, who are not members of the Association, shall pay to the Association their fair share of the cost of the services rendered by the Association that are chargeable to non-members under state law. The Association shall provide a list of non-members to the Superintendent or designee prior to December 1 each year.

The Association shall certify to the Superintendent or designee the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the District and the non-members a copy of the basis of the calculation of the fee. The fair share fee shall be deducted by the District from the earnings of the non-member employees during the months of January and remitted to the Association.

If a non-member employee declares the right of non-association based upon bona fide religious tenets or beliefs, the employee shall be required to pay an amount equal to his/her proportionate share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the affected employee and the Association, and in accordance with the rules of the Illinois Educational Labor Relations Board and other applicable law. If the affected employee and the Association are unable to reach an agreement on the matter, the employee may select a charitable organization from an approved list established by the Illinois Educational Labor Relations Board.

The Association shall indemnify, defend and hold harmless the Board from any loss or cost, including the Board's reasonable attorney's fees, due to any claim against the Board arising out of its good faith administration of this fair share provision.

## Article IV. Teacher Rights

### Section 1. School Code Rights.

Nothing contained herein shall be construed to deny any teacher his/her rights under the current School Code of Illinois or any other applicable laws and regulations. Grievances over School Code rights, other applicable laws, or regulations shall not be taken to step 4 of the grievance procedure. This shall not preclude the teacher from seeking judicial redress of violations of School Code rights or other applicable laws and regulations.

### Section 2. Rules and Regulations.

All policies, regulations, and rules as stated in the School Board Policy Manual must be published and readily available to the employees. The School Board Policy Manual shall be made available in the library and principal's office of each building. Whenever a policy is updated by the Board, a copy will be provided to the Association President.

### Section 3. Classroom Interruptions.

Effort shall be made by both teachers and Administrators to provide classrooms that will be free of unnecessary interruptions.

### Section 4. Grades.

Teachers shall maintain the responsibility and right to determine grades and other evaluations of students, within the district grading policies. Should all district guidelines not have been followed, the building principal shall assume responsibility for determining the grade or evaluation and shall initial such change. The teacher shall be notified by the principal of the nature and reasons for making the change. The term "grade" shall refer to the grades in the permanent record.

### Section 5. Notification of Accumulated Leave.

Each teacher shall receive a statement by September 21st indicating the number of accumulated sick leave days and personal business days as of the start of that school term. A detailed listing of both personal and sick days used during the preceding school year will be provided to a teacher within fifteen (15) days after a written request for such a summary has been received by the Superintendent. A copy of the attendance card is acceptable and will be provided once during any school term. The cost for duplication will be borne by the teacher.

### Section 6. Personnel Files.

All materials developed and maintained by administrative and supervisory personnel which are to be used in situations pertaining to teacher observation, discipline, evaluation, competency, or effectiveness shall be placed in the teacher's official personnel file, which is maintained at the district Administrative Center, and a copy of such materials shall be given to the teacher.

Teachers shall have the right to review the contents of their own official personnel file. Such review shall be during normal office business hours (but not including the times when teachers have instructional or supervisory responsibilities) and in the presence of an employee of the Board designated by the Superintendent. The teacher shall make an appointment with the Superintendent or designee for such a review. A representative from the Association may, at the

teacher's request, accompany the teacher in this review. The teacher shall have the right to attach a rebuttal and/or explanation to the material placed in his/her official personnel file.

Teachers who have voluntarily waived the right to inspect their credential file with their University Placement Office under P.L. 93-380 will not be granted access to their credentials in their personnel file.

#### Section 7. Appearance Before the Board.

When any teacher is required to appear before the Board or any Board committee, the teacher shall be given written notice as to the purpose of the appearance seven (7) days prior to such meeting or interview. If the teacher feels the appearance could directly or indirectly have an adverse effect upon employment, compensation, or other terms and conditions of employment, said teacher shall have the right to have a maximum of two (2) representatives from the Association, one of whom may be an attorney, present to represent him/her during such meeting or interview. Written notification that the teacher will be represented by an attorney must be given to the Superintendent four (4) days in advance of the scheduled appearance before the Board or Board committee. Copies of all such notices shall be provided to the Association President on the same date as the affected teacher(s), except to the extent the teacher requests that the detail of the teacher's conduct not be given.

#### Section 8. Disciplinary Procedure.

Any teacher alleged to have neglected and/or violated any policy or law which may lead to a written reprimand, suspension, or discharge shall have the right to be represented by an Association representative. Suspension and disciplinary action of a written nature shall be preceded by:

1. A conference with the teacher and the appropriate administrator prior to taking final action. The teacher's request for the presence of an Association representative and/or attorney at the conference and during any other related disciplinary proceedings shall be honored, but the unavailability of a representative and/or attorney shall not be cause to delay the conference beyond the start of the second day after notice is received by the teacher. Nothing in this section restricts the Building Principal or Superintendent from temporarily re-assigning the teacher with pay pending completion of any conference delayed as a result of the unavailability of the teacher's Association representative or attorney.
2. A copy of any written reprimand issued to the teacher shall be made available to the Association President within two school days only if requested in writing by the teacher.
3. The administration will not use the e-mail system to impose a formal reprimand on a teacher.

The parties agree that this provision does not apply to oral reprimands or any other oral communications between an administrator and the teacher. However, such oral reprimands shall take place in a private setting and not in the presence of students, parents, or other non-administrative employees unless the teacher refuses to address the matter in a private setting as requested by the administrator.

It is further agreed that the teacher may request a follow-up conference with the appropriate administrator after a written and/or oral reprimand has been issued. The teacher's request for the presence of a maximum of two (2) representatives from the Association, one of whom may be an

attorney, at the conference shall be honored. Written notification that the teacher will be represented by an attorney must be given to the administrator four (4) days in advance of the scheduled appearance before said administrator. The conference will be held at a date mutually agreed upon by the teacher representatives and the administrator representatives.

#### Section 9. Membership.

The Board agrees that it will not discriminate against any teacher by reason of his or her membership in the Association, or for instituting a grievance, complaint, or proceeding under this agreement. Teachers shall have the right to join or refrain from joining the Association.

#### Section 10. New Teacher Assistance.

The Board may encourage an experienced teacher to serve as a voluntary advisor to a new teacher. The advisor will be preferably in the same building, grade, and subject assignment as the new staff member. The duty of the staff advisor will be to provide orientation regarding the special concerns of the new staff member as they relate to the unique requirements of the new assignment on a schedule that is mutually agreeable between the parties. The experienced teacher will be paid a total of \$250.00 for each new teacher for the school term, in equal installments in November and June.

#### Section 11. Scheduling.

Teachers will be given the opportunity to provide recommendations to the building principal regarding planning schedules for the next school term in a faculty meeting to be held within 30 days of the close of the school term. The final decision regarding scheduling, however, lies solely with the building principal. Teachers shall have a minimum of 225 minutes per week planning time. Should the principal not be able to schedule the minimum 225 minutes required planning time for teachers, those teachers will be compensated for that amount of planning time less than the minimum at the extra-curricular time rate.

#### Section 12. School Closings.

When schools are officially closed, sick leave and personal business days for a teacher shall not be deducted.

#### Section 13. Class Size.

The Board and the Association recognize and believe in the philosophy of maintaining class sizes reasonably designed to achieve student educational advancement as financially feasible. The parties agree to address class size concerns through the following process. In January of each year, the Building Councils may compare class sizes for the current school year and anticipated class sizes for the subsequent school year. On or before February 1, each Building Council may provide recommendations for changes, along with supporting rationale, to the Superintendent and the President of the Association for inclusion on the agenda for the February Superintendent – MTA Council meeting. A report of the meeting and recommendations, if any, will be forwarded to the Board of Education in March for their review and a response to the Association before the end of the school year.

When the size of a primary (K-3) school class reaches 23 students, a teacher may request, in writing, an aide to assist in all areas including special areas. The principal shall respond to the

teacher's request within five school days. If the teacher is not satisfied with the principal's response, the decision can be appealed to the Superintendent. It is understood and agreed that the District is not required to provide an aide when a class size reaches 23 students, but rather may do so when it determines in its discretion that an aide is necessary, and that the decision of the Superintendent is final. However, if a denial is forthcoming, the Superintendent or designee will meet with the affected teacher(s) to explain the reason(s) for denial.

When the size of an intermediate (4-8) school class reaches 25 students, a teacher may request, in writing, an aide. The principal shall respond to the teacher's request within five school days. If the teacher is not satisfied with the principal's response, the decision can be appealed to the Superintendent. It is understood and agreed that the District is not required to provide an aide when a class size reaches 25 students, but rather may do so when it determines in its discretion that an aide is necessary, and that the decision of the Superintendent is final. However, if a denial is forthcoming, the Superintendent or designee will meet with the affected teacher(s) to explain the reason(s) for denial.

The Board will make class size reports available to the MTA upon request of the MTA President once a month.

#### Section 14. Inclusion.

Before implementation of a full time inclusion decision with respect to a student with disabilities, the regular education teacher receiving the student will be consulted and provided orientation. Such orientation shall be determined on a case by case basis when the initial consultation occurs.

#### Section 15. Internal Substitution.

Teachers who perform internal substitution at the request of the administration shall be compensated at the extra-duty pay rate, prorated in 15 minute increments. Internal substitution is voluntary.

## Article V. Management Rights

All management rights and functions, except those which are clearly and expressly abridged by 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:

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;
2. the right to determine the work to be done and the standards to be met by employees covered by this agreement;
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;
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;
5. the right to determine the qualifications of employees, and to discipline, to suspend for cause, and to discharge employees and otherwise to maintain an orderly, effective, and efficient operation.

## Article VI. Teacher Responsibilities

### Section 1. Student Discipline.

The teacher has the primary responsibility for the maintenance of discipline within the classroom, the school facilities, and those school related activities for which the teacher has the primary responsibility for maintaining discipline. The Board recognizes its responsibilities in the maintenance of control and discipline in the classroom, and to this end, shall establish and maintain a discipline policy in the district. Building rules shall be distributed annually to all teachers within a building.

The building level administrators and teachers will review and evaluate building level rules annually. In the mutual opinion of the teacher and the principal, subject to his or her availability, a pupil may be excluded from a class when the persistence of the misbehavior or the adverse effect of the violation makes the presence of the student disruptive to the education of the entire class. However, a child shall not be denied his/her due process rights.

### Section 2. School Calendar and Year.

As required by the Illinois School Code and as established by the perpetual calendar adopted by the Boards of Education of Leyden High School District 212 and the underlying elementary districts, the standard school calendar shall be based on a minimum of 185 teacher service days. The Board may declare special holidays during the last week if emergency closing days have not been used during the year. Prior to the Board adopting the annual calendar, representatives of the Association will meet with representatives of the Administration to discuss calendar recommendations, with the recommendations being made available to the Board. The superintendent or designee shall present two (2) calendar recommendations, to be voted on by the teachers, with the recommendations being available to the Board.

### Section 3. School Day.

The school day for teachers shall be as follows:

Monday	8:15 AM – 3:45 PM	Roy, Scott and Westdale
Tues. Wed. Thurs.	8:00 AM – 3:45 PM	Roy, Scott, Westdale and Enger
Friday	8:45 AM – 3:45 AM	Roy, Scott and Westdale
Monday	8:00 AM – 3:30 PM	Enger
Friday	8:30 AM – 3:30 PM	Enger
Mon. and Fri.	7:45 AM – 3:15 PM	Mannheim Middle School
Tues. Wed. Thurs.	7:30 AM – 3:15 PM	Mannheim Middle School

The student school day will be delayed by 1.5 hours on Wednesday after the final week of each of the first three marking periods and during the final week of the fourth marking period to allow for teacher preparation of report cards.

Except in September, December, and the month of spring break, the school day for teachers at the elementary schools and Enger School may be extended for inservice educational activities on the fourth Wednesday of each month during the school term. The inservice meetings will begin at 4:00 p.m. and end no later than 5:30 p.m. Consideration will be given by the principal to early release of individual teachers due to extenuating circumstances as determined in the sole

and non-precedential judgment of the principal. During the week of the inservice meeting, the school day will begin 8:30 a.m. instead of 8:00 a.m. on Tuesday, Wednesday, and Thursday. The agenda for each meeting will be distributed to participating teachers at least 30 days in advance of the meeting.

Section 4. Building Faculty Meetings.

All teachers will attend one general faculty meeting monthly.

Section 5. PTA Meetings.

All teachers will be required to attend Open House during the fall semester. Teachers will attend two (2) additional PTA meetings or PTA sponsored activities, as determined by the principal, each year. Principals retain the right to ensure adequate staff representation at each meeting or activity.

Section 6. Duty-Free Lunch Period.

Teachers shall be entitled to a duty-free uninterrupted lunch period equal to the regular, local school lunch period but not less than forty-five (45) minutes in each school day. The Board will provide non-certified personnel to supervise the playground during the noon recess.

Section 7. Parent-Teacher Conferences.

The School Improvement Committee may recommend to the Building Principal a format and scheduling of parent-teacher conferences. The principal shall review, comment upon, and transmit to the Superintendent the Committee's recommendations for inclusion in discussions on such conferences as contained in Article III, Section 11. No parent-teacher conference will be required to begin beyond 4:00 p.m. on Fridays.

## Article VII. Teacher Protection

### Section 1. Parent – Teacher Issues.

Principals will encourage parent-teacher conferences to seek resolution of a conflict. The teacher may request the presence of a member of the administrative staff and/or a representative from the Association at such conference. Principals will confer with the teacher regarding the complaint and provide the teacher an opportunity to respond to the issues prior to the resolution of the conflict.

### Section 2. Teacher Assault.

Any case of assault upon a teacher in pursuit of his or her duties shall be promptly reported to the administration. The Board shall not prohibit the teacher from exercising his or her legal rights with respect to such assault. A teacher who is the victim of such an assault or severe verbal threats in appropriately carrying out the teacher's responsibilities shall be assisted by the building principal or the Superintendent in communications and conferences with law enforcement officials.

## Article VIII. Staff Evaluation

### Section 1.

Staff evaluations will be conducted in accordance with the Staff Evaluation Plan for Mannheim District #83. This shall not be construed as to incorporate such plan or any portion thereof into this Agreement nor may grievances over the Staff Evaluation Plan be taken to step 4 of the grievance procedure. This shall not preclude the teacher from seeking judicial redress of violations of this article or the Staff Evaluation Plan.

Any changes in the Staff Evaluation Plan during the term of this Agreement shall be done in cooperation with representatives of the Association chosen by the Association President.

### Section 2.

Within one month of employment, all new teachers will be provided a copy of and an orientation to the Staff Evaluation Plan. No formal observations will take place until such provision has been made.

### Section 3.

All teachers who are to participate in the formal evaluation cycle shall receive written notice of said evaluation within 30 school days of the beginning of the school year. No formal evaluation shall take place until written notice of evaluation has been received by the teacher. Except in extenuating circumstances, a post observation conference will be held within 10 school days of the formal observation in the formal evaluation year.

### Section 4.

All formal and informal observations of a teacher's performance shall be openly performed. The videotape of the observation session shall be used for instructional purposes and not used as evidence in any dismissal proceedings.

### Section 5.

If a teacher feels his/her evaluation was not conducted in accordance with the Staff Evaluation Plan, he/she may request a meeting with the administrator responsible for the evaluation and/or the Superintendent to discuss the issues surrounding the evaluation. At the teacher's request, a representative from the Association may also be present at the meeting.

## Article IX. Vacancies and Transfers

### Section 1. Notification of Assignment.

The teaching staff shall be assigned to particular school buildings by the Superintendent. In the event of anticipated transfers for the forthcoming school term, notice will be given to the teachers so involved by May 1st of each year to the extent the need for the transfers are known as of that date.

### Section 2. Transfer.

A transfer shall be defined as a change from one building to another, a change in grade level, or a change in subject area assignment or designated department at the middle school level.

### Section 3. Posting of Vacancies.

During the school term, vacancy notices will be posted in the school buildings and sent via school e-mail to all staff members prior to notification of college placement centers of vacancies. During the summer vacation period, a copy of any vacancy notice shall be posted at the Administration Center and sent via school e-mail to all certified employees.

### Section 4. Voluntary Transfers.

1. A request by a teacher for a transfer shall be made in writing to the building principal or directly to the Superintendent. Written acknowledgement of the request for a transfer will be sent to the teacher.
2. Teachers are encouraged to schedule a conference with the Superintendent or designee to review their qualifications for the requested position.
3. Teachers must reapply in writing to the Superintendent or his designee for a specific vacancy after the posting of such vacancy. Finalists for a specific posted vacancy may be interviewed. Consideration will be given to current employees for vacancies. Teachers selected for a specific vacancy will be notified in writing of the decision of the Superintendent. It is agreed that the posting of a notice of filled positions is acceptable for all other applicants.
4. A teacher may schedule a conference with the Superintendent or designee after receiving notification of the Superintendent's decision. An Association representative may be present at the conference at the teacher's request.
5. Requests for transfer shall remain active until the beginning of the school term following the school term of the request.

### Section 5. Involuntary Transfers.

1. When an involuntary transfer is necessary due to a reduction in the number of teachers at a grade level or subject area, volunteers shall be sought and considered. District seniority, qualifications, and certification will be factors in the consideration process.
2. The Superintendent or designee shall make an effort to avoid involuntary transfers after July 1st.

3. Any teacher affected by an involuntary transfer shall be notified in writing upon the decision of the Superintendent. The Superintendent or designee will meet with the affected teacher at the end of the day following the dismissal of the students. The resultant vacancy will appear on the district's posted vacancy notice no sooner than 24 hours later. Two or more involuntary transfers can occur without creating a vacancy or the necessity of listing the positions on the district's vacancy notice.
4. When an involuntary transfer is necessary, the Superintendent or designee will notify the Association President unless requested otherwise by the teacher.
5. The teacher may request to meet with the Superintendent to discuss reasons for the transfer. An Association representative may be present at this meeting. A teacher may issue a written request for reconsideration of the transfer to the Board and the Superintendent within twenty (20) days of notification of the transfer. The teacher will be sent written notification of the Board's or the Superintendent's decision. The Board's decision shall be final.
6. Any teacher involuntarily transferred to teach a new subject area and/or grade level may meet with the building principal to discuss his/her concerns pertaining to the new position.
7. Any teacher who has been involuntarily transferred to another building/position and requests reassignment back to the former building/position will be considered for a position in the former building/position should a vacancy occur.
8. Any teacher involuntarily transferred to a new subject area and/or grade level shall be given instruction by the principal on those curricular or assessment requirements unique to the new assignment. The Board may encourage an experienced teacher to serve as a voluntary advisor to a new teacher and, if the experienced teacher is selected and agrees to do so, that teacher shall be paid in accordance with Article IV, Section 10. The advisor will be preferably in the same building, grade and subject assignment as the new staff member. The duty of the staff advisor will be to provide orientation regarding the special concerns of the new staff member as they relate to the unique requirements of the new assignment on a schedule that is mutually agreeable between the parties.

## Article X. Reduction in Force

### Section 1.

In the event that a reduction in force of tenured teachers ever becomes necessary, the Board will abide by the laws of the State of Illinois as currently set forth in 105 ILCS 5/24-12 of the Illinois School Code such that: if a teacher in contractual continued service is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given the teacher by certified mail at least 60 days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. As between teachers who have entered upon contractual continued service, the teacher or teachers with the shorter length of continuing service with the district shall be dismissed first. If the Board has any vacancies 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 removed or dismissed, so far as they are legally qualified to hold such positions.

### Section 2.

Whenever honorable dismissal would eliminate the position of a tenured teacher, that teacher shall have the right to “bump” into an assignment he/she is legally qualified to teach in the district providing there is a less senior teacher in that assignment, e.g. a science teacher bumping back into a third grade position.

### Section 3.

When the Board decides that it is necessary to reduce the number of teachers in the district, the Association President will be notified in writing of such action within 24 hours of the Board meeting in which such action will be taken and prior to written release of this information to newspapers.

## Article XI. Grievance Procedure

### Section 1.

A grievance is defined as a claim by an employee or a group of employees (the “grievant”) that there has been an alleged violation, misinterpretation, or misapplication of this Agreement. The Association may file a grievance over a violation, misinterpretation, or misapplication of this Agreement.

### Section 2.

Unless otherwise specifically stated, all days referred to in this grievance procedure are days in which the Superintendent’s offices are open to the public. At the end of each school term, the Association President will receive, upon written request, a written schedule of days during the summer months when the Superintendent’s offices are closed.

### Section 3.

Within twenty (20) days of the occurrence of the event giving rise to the alleged violation, misinterpretation, or misapplication of a provision of this Agreement, the allegedly aggrieved teacher, together with an Association representative, shall meet with the Administration to discuss the contemplated grievance. Ten (10) days after this informal conference (unless extended in writing by mutual agreement) the allegedly aggrieved teacher may initiate a formal grievance. No grievance shall be processed or entertained unless it is raised within thirty (30) days of the occurrence of the event giving rise to the grievance. The following are the steps for processing of grievances:

- Step 1: The grievant shall file the grievance in writing with the principal or designee. The principal or designee shall confer with the grievant in an attempt to resolve the grievance within ten (10) days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.
- Step 2: If a satisfactory disposition of the grievance is not reached at Step 1, the grievant may appeal to the Superintendent or designee in writing within ten (10) days after receipt of the decision of the principal. The Superintendent or designee shall hold a conference with the grievant within ten (10) days after the receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within ten (10) days after the conference.
- Step 3: If a satisfactory disposition of the grievance is not reached at Step 2, the grievant may appeal to the Board by filing a written appeal with the Superintendent within ten (10) days after receipt of the Superintendent's decision. The Board shall consider the grievance within thirty (30) days of the date of receipt of the appeal by the Superintendent. The Board shall render its decision in writing, with a copy to the Association, within ten (10) days after the meeting at which the grievance is considered.
- Step 4: In the event the grievant and the Association are not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Association to binding arbitration within twenty (20) days after the Association’s or the grievant’s receipt of the Board’s answer at Step 3 by filing with the American Arbitration Association a request for an arbitrator. Receipt by any officer of the Association shall be considered as receipt by the Association. The selection of

the arbitrator shall follow the voluntary labor arbitration selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider only the specific issues raised in the written grievance and the replies thereto. The arbitrator's decision shall be based solely upon the specific terms of this Agreement in light of the facts presented, and he/she shall have no authority to decide or make recommendations on other matters. The fees of the arbitrator and the cost of attendance of a court reporter, if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

#### Section 4.

The time limits and procedures for grievance presentation and processing must be strictly followed. Failure of the grievant or the Association to meet any time limit shall bar the grievance. Failure of the Board or the Administration to respond within the time limits specified shall permit the grievant to proceed to the next step within the time limit specified for appeal to the next step as measured from the last day for Board or administrative response at the step from which the appeal is taken. The grievant may be represented by the Association at any step in the grievance procedure; provided, however, unavailability of an Association representative shall not be cause to extend any time limit. An individual grievant and the Association representative, a total of two, will be released from their regularly scheduled duties, at one time without loss of pay.

#### Section 5.

Each grievance must state the specific provisions of the Agreement alleged to have been violated, the facts upon which the grievant relies to establish the alleged violation, and the relief sought. Grievances may not be modified after submission at Step 1 without the mutual agreement of the parties. It is agreed to not allow regrieving of lost appeals of the same occurrence that gave rise to the grievance by that same individual or others involved so as to prevent the serial filing of grievances for the same occurrence.

## Article XII. Leaves

### Section 1. Sick Leave.

Full-time teachers shall be entitled to twelve (12) days of sick leave per year. Unused sick leave shall be allowed to accumulate without a maximum limitation. A teacher who uses four (4) or less sick leave days in a school term shall be provided two (2) additional sick leave days for the next school term.

As described by the laws of the State of Illinois 105 ILCS 5/24-6 of the Illinois School Code, sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians.

Any use of sick leave greater than six weeks will require certification by a physician that the teacher cannot return to work.

### Section 2. Work Related Accidents.

Any accident that is covered by Workers' Compensation Insurance shall result in no loss of wages provided the employee has accumulated sick leave and remits the workers' compensation check to the district until expiration of sick leave. Employees injured during the course of employment and eligible for compensation are required to report all accidents or injuries to their Supervisor immediately. Injuries shall be reported to the Superintendent's office. Failure on the part of the employee to report an injury within twenty-four hours may prejudice and defeat a claim for compensation.

Upon notification of an injury that results in the employee being absent from work, the employee will be charged workers' compensation sick leave pending determination of the claim by the insurance carrier.

1. Should the insurance carrier reject the claim, the employee will have deductions made from any accumulated sick leave or from salary once sick leave has expired equal to the period of absence.
2. Should the insurance carrier approve the claim, the employee's accumulated sick leave will not be reduced until the 121st day following the date of the approved injury. On the 121st day, the employee's accumulated sick leave will be reduced 1/3 day for each day absent. Upon expiration of sick leave, the employee will receive compensation only from the insurance carrier until the employee returns to full duty status.

### Section 3. Use of Sick Leave for Bereavement.

An employee is allowed absence up to three (3) days without deduction from accumulated sick leave or personal business days or any loss of wages due to death in the immediate family. Two (2) additional days may be deducted from accumulated sick leave. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, legal guardians, or members of the immediate household. Sick leave of one (1) day shall be allowed for attendance at the funeral or wake of other family members or close personal friends, with explanation of the relationship to the principal, up to a maximum of three (3) wakes or funerals per school year.

#### Section 4. Personal Business Days.

The Board shall grant two (2) days annually as a personal business day to a maximum accumulation of five (5) days, except that these days may not be used consecutively without the approval of the Superintendent. Request for use of a personal business day shall be made to the Superintendent at least three (3) days in advance except in an emergency situation where notification is not possible. The reason for the Personal Business Day request shall be indicated on the Application for Personal Business Day(s) form and “Approved Personal Business Day” written as the reason for such absence on the Report of Absence Form. Personal business days shall not be used for the purpose of extending a holiday, vacation, or weekend. Personal business days shall not be granted during the first five (5) or last ten (10) days of the school term except at the discretion of the Superintendent. The Superintendent reserves the right to limit the number of requests for the use of personal business to the first five (5) such requests received should more than five (5) requests for the same day be made. If at the close of the school term, an employee has five (5) accumulated personal business days, two of these days will be added to the accumulated sick leave for the following year. If an employee is retiring at the end of the school term, all unused personal business days shall be added to the employee’s accumulated sick leave account.

#### Section 5. Jury Duty.

Any teacher who is required to serve jury duty shall suffer no loss of benefits. The full salary for the time served on the jury will be paid provided the teacher returns any jury pay received to the Board. The teacher is entitled to retain any transportation allowance paid.

#### Section 6. Unpaid Leaves.

The following provisions shall apply to all unpaid leaves:

A. Except as otherwise specifically provided in item 1. below, the district shall provide no fringe benefits during the time a teacher is on leave. If a teacher desires to continue the medical coverage, the teacher shall notify the Office of the Superintendent by paying the entire monthly premium cost each month, thirty days in advance. Failure to pay by the first day of each month will result in the cancellation of this benefit option.

B. A teacher on an unpaid leave must make written application by registered mail to the Superintendent between January 1st and March 1st to be eligible to return at the beginning of the new school term. The teacher will return to a position within the district for which the teacher is certified. Failure to make written application for reinstatement by March 1st automatically serves as resignation from the district.

C. Acceptance of any substitute or contractual teaching position by said teacher shall automatically cancel the right to reinstatement by this district.

D. Except as otherwise specifically provided in item 1.b. below, teachers who voluntarily take an unpaid leave shall not be allowed the use of sick leave while on leave.

E. A teacher on leave, upon returning to the school district, will maintain his/her tenure, accumulated sick leave, accumulated personal business days, and position on the salary schedule and seniority ranking but shall not advance while on leave. If the teacher has served more than one-half of the days as determined by the official school calendar, at the time the leave began, that fractional part of the year will be considered one full year of credit. If a fractional part of

credit had been granted previously, then the fractional parts will be added to determine full year equivalents.

1. Maternity/Paternity/Adoption Leave.

The Board provides for voluntary maternity/paternity/adoption leave for contractual continued service teachers. A teacher who requests maternity/paternity/adoption leave agrees to the following provisions in addition to those listed for unpaid leaves:

- a. A teacher who is unable to work due to a disability caused or contributed to by pregnancy, childbirth, or related medical conditions may 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.
- b. A teacher who is 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 because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. A teacher shall provide at least 30 days advance notice of the intention to take leave under this Part b except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. 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 shall constitute part of the 12-week parental leave provided for herein. Parental leave under this Part b 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. During the period of this leave, the District shall maintain the teacher’s coverage under any applicable group health plan for the 12 workweek or shorter duration of the 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 this 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 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.
- c. As an alternative to the leaves provided in Part a and Part b above, a tenured teacher may be granted an unpaid long-term parental leave subject to the below listed conditions and limitations. Teachers may either use paid sick leave for disability due to delivery of a child pursuant to Part a above and return to work when the disability ends or elect a 12 workweek leave pursuant to Part b above or instead, a tenured

teacher may elect to take a long-term parental leave under this Part c as provided below.

- (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 child.
  - (2) 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 school term. A teacher may request a one year extension of an unpaid long-term parental leave by making written request to the Superintendent prior to January 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 and is not grievable.
  - (3) A teacher on long-term parental leave must notify the Superintendent, in writing, between January 1<sup>st</sup> and 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.
  - (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.
  - (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 School District.
  - (6) A teacher shall be permitted to retain all unused sick leave accrued as of the date of the leave but shall not accumulate sick leave while on the leave.
  - (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.
- d. The provisions of Parts b and c above shall apply to instances of child adoption by teachers. The leave for adoption must commence as soon as the child has been released to the care of the adopting employee.

## 2. General Leave of Absence.

The Board may grant a general leave of absence for contractual continued service teachers. A teacher who makes this request agrees to the following provisions in addition to those listed for unpaid leaves:

- a. The general leave of absence will be without pay.

- b. Application must be made in writing by February 1, to be assured of consideration for a general leave of absence for the next school term.
- c. The leave shall not exceed one year from the start of the next school term.
- d. No more than two (2) leaves will be granted for any school term. The decision of the Board to approve or not to approve a request for a general leave of absence shall not be precedential in future requests for leaves and is not grievable.

Section 7. Family Leave – Serious Health Condition.

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 period 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 additional unpaid leave days so that when added to any available paid leave days the employee is assured of a minimum of 12 workweeks of leave in any 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. 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.

Section 8. Observance of Religious Holidays.

A teacher may use two (2) sick leave days per school year for observance of two (2) religious holidays, subject to the procedures and criteria for requesting personal business leave.

## Article XIII. Professional Development

### Section 1. College Credit.

Teachers who wish to have graduate study work apply to their position on the salary schedule must obtain pre-approval for the course from the Superintendent or Assistant Superintendent. Teachers enrolled in a Masters Program should get all their course work approved by the Superintendent at one time. No request for approval for course work will be considered after the fact. Any teacher who qualifies for change of salary lane as the result of the completion of approved graduate or district in-service course work shall receive a salary adjustment the first day of the school year following the completion of such courses. Such courses and their grades should be submitted to the Superintendent no later than September 30 for credit. An official transcript for graduate course work shall be submitted as soon thereafter as possible.

Graduate class credit will not be changed after approval has been granted. If contact hours increase due to university changes, the teacher may resubmit for increased credit hours.

### Section 2. Conference/Workshop Attendance.

All teachers are encouraged to attend conferences, workshops, and seminars relating to the individual teacher's area of instruction. Teachers requesting release time for conferences, workshops, or seminars must submit a conference approval form to the Superintendent at least ten (10) days prior to the said date of absence. If approval is granted by the Superintendent or designee, the allowable per diem expenses will be reimbursed to the teacher upon presentation of suitable receipts.

### Section 3. Staff Development Committee.

A Staff Development committee shall be established annually at each building. The committee, in cooperation with the building principal, is responsible for planning and implementing building level staff development activities. All building level staff development plans must be submitted to the Superintendent or designee for approval. It is further agreed that representatives from each building staff development committee shall meet periodically to make recommendations to the Superintendent or designee on district-wide staff development activities and/or teacher institute days.

### Section 4. Tuition Reimbursement.

The Board shall provide tuition reimbursement to full-time teachers under the following conditions:

1. The course is pre-approved in writing by the Superintendent or designee. Oral pre-approval, with subsequent written confirmation, will be allowed in extenuating circumstances.
2. The course meets the criteria for salary schedule lane advancement in Section 1 of this Article XIII.
3. The course is graduate level from an accredited university or college.
4. The course is relevant to the teacher's instructional assignment or is part of a master's degree program in education.
5. A grade equivalent to a "B" or better is earned.

6. An official transcript is received by the Superintendent by no later than September 30 for reimbursement in October, or by January 31 for reimbursement in February.
7. Reimbursement will not exceed a maximum reimbursement of twelve (12) credit hours per teacher per school year, as follows:

2007-2008	\$85 per credit hour
2008-2009	\$95 per credit hour
2009-2010	\$105 per credit hour

8. The total amount expended by the Board for tuition reimbursement will not exceed:

2007-2008	\$21,000.00
2008-2009	\$24,000.00
2009-2010	\$27,000.00

Fully completed requests for reimbursement will be processed in the order received. If the total amount of the requests in a given school year exceed the foregoing amount, the requests shall be deferred to the next school year for reimbursement from that year's budgeted amount. Unused budgeted amounts do not carry over from year to year. Requests for reimbursement for pre-approved course work maybe considered by the Superintendent or designee up to six months after the completion of the course.

A teacher who resigns within one school year following the school year in which tuition reimbursement is received shall repay to the Board the full amount of tuition reimbursement received, except that this requirement does not apply to a teacher who is given the option of resigning in lieu of termination. Any amounts due the Board under this paragraph may be deducted by the Board from the teacher's remaining pay, and if any balance remains, the teacher shall pay the Board's reasonable attorney's fees, costs and expenses of litigation incurred by the Board in the collection of any balance due.

Article XIV. Salary and Fringe Benefits

Section 1. Extra Duties.

Extra duty pay will be given only by prior approval of the Superintendent and will be paid on the condition that services have been rendered and the submission of time sheets certified by both the employee and the building principal have been made. Teachers shall receive compensation for their extra duties on a monthly basis. Teachers will be informed in advance of performing the extra duty if payment has been approved.

Section 2. Mileage.

Teachers shall be paid mileage reimbursement at the prevailing IRS rate in effect July 1st of each year for mileage approved by the Superintendent to perform their assigned duties.

Section 3. Extra Duty Pay.

The rate of extra duty pay shall be:

Academic, Supervisory and Coaching:

2007-2008	\$28.00 per hour
2008-2009	\$29.00 per hour
2009-2010	\$30.00 per hour

Supportive Operational Duties:

2007-2008	\$20.00 per hour
2008-2009	\$21.00 per hour
2009-2010	\$22.00 per hour

A list of duties shall be developed between the MTA and the Board under each category and attached to this Agreement. Any new duties created by the Board shall be negotiated between the MTA and the Board regarding the category of said duties. The parties agree to form during the term of this Agreement a committee consisting of administrators and the MTA to revise the current extra duty compensation system to a stipend system. If a new stipend plan is worked out between the Administration and the MTA, then such agreement shall be subject to ratification by the Board and the MTA membership.

Section 4. Insurance. The Board agrees to provide the following health care benefits to employees:

1. Medical insurance:

- a. Single Plan Preferred Provider Option (PPO) with the PPO+ Physicians provision and with the Medical Services Advisory requirement, or substantially equivalent plan. The Board will pay 91% and the teacher will pay 9% of the premiums for the 2007-2008 and the 2008-2009 insurance years. The Board will pay 90% and the teacher will pay 10% of the premiums for the 2009-2010 insurance year and thereafter. The Board will add a \$300 annual wellness benefit for adults and children, and a \$200 annual vision benefit for adults and children, pursuant to the

terms and conditions of the group health plan. Starting with the 2007-2008 insurance year, the co-insurance amount for all in-network services shall be 90%.

- b. Family Plan Provider Option (PPO) with the PPO+ Physicians provision and with the Medical Services Advisory requirement, or substantially equivalent plan. The Board will pay 91% and the teacher will pay 9% of the premiums for the 2007-2008 and the 2008-2009 insurance years. The Board will pay 90% and the teacher will pay 10% of the premiums for the 2009-2010 insurance year and thereafter. The Board will add a \$300 annual wellness benefit for adults and children, and a \$200 annual vision benefit for adults and children, pursuant to the terms and conditions of the group health plan. Starting with the 2007-2008 insurance year, the co-insurance amount for all in-network services shall be 90%.
  - c. Single Plan or Family Plan coverage in an HMO. The Board's cost to provide employees who choose the alternative HMO health coverage shall not exceed the cost of providing the comparable Single Plan or Family Plan Preferred Provider Option (PPO) with the PPO+ Physicians provision and Medical Service Advisory requirement. Any additional cost of providing this form of health insurance shall be borne by the employee electing this form of health coverage. The Board will pay 95.5% and the teacher will pay 4.5% of the premiums for the 2007-2008 and the 2008-2009 insurance years. The Board will pay 95% and the teacher will pay 5% of the premiums for the 2009-2010 insurance year and thereafter. Starting with the 2007-2008 insurance year and thereafter, the HMO Plan, Single or Family, will include a \$10 physician office co-pay and a \$50 emergency room co-pay, pursuant to the terms and conditions of the group health plan.
  - d. For the 2007-2008 and the 2008-2009 insurance years, the PPO and HMO prescription drug co-pay will be \$10 generic / \$15 brand formulary / \$30 brand non-formulary. For the 2009-2010 insurance year, the PPO and HMO prescription drug co-pay will be \$15 generic / \$20 brand formulary / \$35 brand non-formulary.
  - e. Effective January 1, 2006, the PPO deductible shall be increased to \$200 (three per family). Effective January 1, 2007, the PPO deductible shall be increased to \$250 (three per family).
2. Dental Insurance  
The Board will provide Blue Cross PreDent Single Plan dental insurance or a substantially equivalent plan. The plan will have a \$1000 annual benefit limit. The district will pay the entire premium during this contract period.
  3. Life Insurance  
The Board will provide term life insurance equivalent to the contracted salary rounded to the nearest \$1,000.00 excluding overtime.

Section 5. Insurance Committee. A joint health insurance committee shall be formed to review and consider the district insurance plan(s) in terms of existing carriers, coverages and benefits and to consider possible alternatives and cost containment measures. The committee shall be composed of five representatives selected by the Association and three administrators selected by the Superintendent. In addition, a representative from each employee group, other than

“teachers”, shall be invited by the Superintendent to participate on the committee. The committee shall convene upon request by either the Association or the Superintendent. Any recommendations from the committee shall be submitted to the Superintendent for review and then to the Board for its consideration. Changes in existing carriers, coverages, benefits, and/or related costs will not be implemented by the Board until such changes have been initially reviewed by the committee for possible recommendations.

#### Section 6. Retirement Incentive Program.

Teachers who meet the eligibility requirements set forth in this Section 6 and who provide the notice as described below will receive as a retirement bonus a salary increase of six percent (6%) applied to their scheduled salary amount due from the District in the school year prior to the school year in which they gave their notice of retirement (the “base 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 June 1, 2007, if 3 years notice is given, June 1, 2008, if 2 years notice is given, and June 1, 2009 if one year of notice is given. 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, 2010. To be eligible for this benefit, a teacher must: (1) be eligible to receive a retirement annuity without discount under applicable law on or before June 30, 2010; and (2) have served as a teacher in the District for 20 or more years, including the last 5 consecutive years. No retirement benefit under this Section 6 shall be available to any teacher whose retirement requires the payment of any penalty, contribution or additional charge by the District (for example, the ERO penalty or a penalty for payment in excess of 6%). An eligible teacher who elects any benefit under this Section must submit to the Superintendent a written notice of irrevocable (except by mutual agreement of the teacher and the Board) resignation from employment due to retirement, effective at the end of the election period but no later than June 30, 2010. Said written notice must be submitted according to the timelines herein. The last school year in which any bonus will be paid under this paragraph is 2009-2010. 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 may adjust any employee’s salary retroactively, or take any other action it deems necessary, to avoid such penalty.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more six percent (6%) 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 six percent (6%) 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 six percent (6%) increases. If during any year in which a teacher would otherwise be entitled to receive six percent (6%) 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.

Section 7. Salary Schedule.

Salary Schedule. 2007-2008

Salary Schedule. 2008-2009

Salary Schedule. 2009-2010

Section 8. Section 125 Program. By no later than January 1, 2008, the Board shall provide a Section 125 program in which the Board pays the start-up and general annual fee and the monthly or other periodic per employee fee.

Section 9. Experience Credit. A teacher who has accepted employment with the District shall be given full credit for prior experience for purposes of placement on the salary schedule.

## Article XV. Retirement

### Section 1. Retirement Utilization of Accumulated Sick Leave.

The Teacher Retirement System of the State of Illinois allows a teacher to use up to 340 days of accumulated sick leave for the purchase of additional retirement credits provided no compensation has been received for those days. A teacher may elect upon retirement either of the following options: (1) to use the accumulated days for the purchase of TRS service credit and receive no compensation or (2) to receive \$18.00 per day terminal pay for days not used for the purchase of TRS service credits.

### Section 2. Pensioned Retiree Medical Benefit.

Retirees of the group between the ages of 55 and 65 who take pension retirement or a surviving spouse of a retiree or retired employee becoming a pensioned retiree under TRS and their surviving spouses who have been with the district in excess of fifteen (15) years are eligible to continue full coverage with the health care provider beyond age 65 indefinitely. Those pensioned retirees or their spouses electing this option shall notify the Office of the Superintendent by paying the monthly premium cost each month, thirty days in advance. This benefit is conditioned upon continued provision of this option by the insurance carrier.

Notwithstanding anything to the contrary in the first paragraph of this Section 2, no teacher retiring after June 30, 2005, may receive the benefits of this section and no teacher, including retirees and surviving spouses, may continue to receive the benefits of this section beyond the age of Medicare eligibility.

## Article XVI. Negotiation Procedures

### Section 1.

The School Board agrees to participate in good faith negotiations with the Association, through their respective representatives, provided that the School Board shall not select a teacher as its representative and provided that the Association shall not select an employee of the Board who is not a member of the bargaining unit.

### Section 2.

Negotiations shall begin no later than April 10th of the final year of the Agreement to commence bargaining for a successor agreement, unless both parties agree to an alternate date. Meetings shall be held at times and places agreed to by both parties.

### Section 3.

When an impasse has been declared by either party, the Federal Mediation and Conciliation Service may be requested by both parties to appoint a mediator from its staff in accordance with its rules.

### Section 4.

When the representatives of the Board and the Association reach agreement on all matters being negotiated, the items will be reduced to writing and shall first be submitted to the membership of the Association for formal ratification and then to the School Board for ratification within 31 days. Such tentative agreement shall not be final and binding until the agreement has been ratified by the Association and the Board.

## Article XVII. No Strike Clause

During the term of this Agreement, neither the Association nor its agents or any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, refusal to cross a picket line, or any other interference with the work and statutory functions or obligations of the Board. The Association agrees to notify all local officers and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

## Article XVIII. Impact Bargaining Rights

The foregoing management clause shall not result in the Association's waiver of its rights to bargain the impact of decisions made by the Board and/or the Administration on topics of bargaining which are mandatory under the Illinois Education Labor Relations Act.

Article XIX. Duration and Effect of the Agreement

This agreement shall cover the three fiscal years of Mannheim District #83 commencing July 1, 2007, and ending June 30, 2010. Any changes in this agreement during the period covered by this agreement can be made only by mutual agreement of both parties: the Board of Education Mannheim School District #83 and the Association. This agreement constitutes the complete and total understanding of both parties.

The effective date of this agreement shall be the date of acceptance by both parties as evidenced by the signatures below.

ASSOCIATION

BOARD OF EDUCATION  
MANNHEIM DISTRICT 83  
FRANKLIN PARK, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MANNHEIM SCHOOL DISTRICT 83**  
**2007-08 Salary Schedule**

STEP	MA					MA+9			MA+45	
	BA	BA+9	BA+18	BA+27	BA+36	BA+45	MA+18	MA+27	MA+36	Doc
1	40,496	42,359	44,032	44,823	45,630	45,950	47,278	48,128	48,974	49,474
2	41,217	42,993	44,284	45,090	45,912	46,248	47,596	48,463	49,327	49,797
3	42,838	43,628	44,436	45,258	46,096	46,948	47,815	48,698	49,580	50,213
4	42,981	43,789	44,612	45,451	46,305	47,174	48,059	48,959	49,859	50,629
5	43,080	43,903	44,742	45,598	46,470	47,356	48,258	49,177	50,095	50,863
6	43,168	44,007	44,863	45,736	46,624	47,529	48,448	49,385	50,321	51,091
7	43,376	44,232	45,105	45,995	46,901	47,823	48,760	49,716	50,670	51,439
8	43,742	44,631	45,539	46,464	47,406	48,365	49,339	50,333	51,325	52,094
9	44,061	44,977	45,884	46,834	47,775	48,735	49,710	50,703	51,696	52,465
10	44,266	45,220	46,190	47,180	48,187	49,214	50,257	51,320	52,382	53,205
11	44,480	45,500	46,539	47,598	48,675	49,775	50,890	52,027	53,164	54,045
12	44,761	45,785	46,830	47,893	48,977	50,080	51,203	52,344	53,487	54,368
13	45,183	46,200	47,235	48,290	49,564	50,658	51,772	52,904	54,037	54,906
14	46,477	47,496	48,537	49,595	50,676	51,773	52,889	54,028	55,165	56,035
15	48,559	49,577	50,615	51,673	52,750	53,847	54,962	56,097	57,232	58,095
16	50,236	51,263	52,306	53,371	54,452	55,555	56,676	57,819	58,961	59,825
17	51,860	52,872	53,904	54,956	56,027	57,117	58,226	59,353	60,483	61,336
18	53,590	54,616	55,664	56,728	57,815	58,920	60,045	61,189	62,332	63,185
19	55,537	56,572	57,628	58,703	59,797	60,912	62,045	63,199	64,352	65,205
20	57,321	58,359	59,418	60,494	61,592	62,709	63,846	65,002	66,159	67,012
21	60,050	61,089	62,152	63,232	64,331	65,453	66,591	67,752	68,911	70,180
22	62,157	63,207	64,277	65,367	66,476	67,604	68,756	69,924	71,093	71,948
23	64,232	65,283	66,357	67,449	68,562	69,693	70,846	72,017	73,189	74,042
24	66,606	67,665	68,743	69,842	70,960	72,101	73,258	74,436	75,615	76,468
25	68,715	69,753	70,810	71,885	72,981	74,337	75,471	76,626	77,779	78,631
26L1	70,703	71,768	72,856	73,961	75,090	76,235	77,402	78,589	79,779	80,629
27L1	70,703	71,768	72,856	73,961	75,090	76,235	77,402	78,589	79,779	80,629
28L1	70,703	71,768	72,856	73,961	75,090	76,235	77,402	78,589	79,779	80,629
29L2	72,409	73,445	74,544	75,660	76,798	77,957	79,135	80,335	81,533	82,384
30L2	72,409	73,445	74,544	75,660	76,798	77,957	79,135	80,335	81,533	82,384
31L2	72,409	73,445	74,544	75,660	76,798	77,957	79,135	80,335	81,533	82,384
32L3	74,199	75,235	76,334	77,720	79,105	80,253	81,434	82,635	83,886	84,688