

# **NEGOTIATED CONTRACT**

**between**

**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT 90**

**and**

**The River Forest  
Education Association**

**2017-2020**

# Table of Contents

<b>Article I</b>	<b>PREAMBLE</b>	<b>1</b>
<b>Article II</b>	<b>RECOGNITION AND SCOPE</b>	<b>2</b>
	2.1 Recognition. ....	2
	2.2 Scope. ....	2
<b>Article III</b>	<b>NEGOTIATION PROCEDURES</b>	<b>3</b>
	3.1 Meetings. ....	3
	3.2 Composition of Bargaining Teams. ....	3
	3.3 Information Access. ....	3
	3.4 Final Agreement. ....	3
<b>Article IV</b>	<b>TEACHER AND ASSOCIATION RIGHTS</b>	<b>4</b>
	4.1 Board Minutes. ....	4
	4.2 Recognition of Agreement. ....	4
	4.3 Non-Discrimination. ....	4
	4.4 Vacancies. ....	4
	4.5 Assignments. ....	4
	4.6 Lunch Period. ....	5
	4.7 Calendar. ....	5
	4.8 Teacher/Administration Relationship. ....	5
	4.9 Fair Share. ....	5
	4.10 Association Leave. ....	7
	4.11 New School Term. ....	7
	4.12 Bulletin Board & Mail Boxes. ....	7
	4.13 Association Meetings. ....	7

<b>Article V</b>	<b>MANAGEMENT RIGHTS</b>	<b>8</b>
5.1	General Retention. ....	8
5.2	No-Strike Clause. ....	8
<b>Article VI</b>	<b>REDUCTION IN FORCE AND DISCIPLINE</b>	<b>9</b>
6.1	Reduction in Force (R.I.F.). ....	9
6.2	Discipline. ....	11
<b>Article VII</b>	<b>GRIEVANCE PROCEDURE</b>	<b>12</b>
7.1	General. ....	12
7.2	Definition. ....	12
7.3	Time Limits. ....	12
7.4	Procedure. ....	12
7.5	No Reprisal. ....	13
7.6	Separate Records. ....	13
<b>Article VIII</b>	<b>LEAVES</b>	<b>14</b>
8.1	Family and Medical Leave Act. ....	14
8.2	Family Leave. ....	14
8.3	Sick Leave. ....	14
8.4	Sick Leave Donation Program. ....	15
8.5	Religious Holidays. ....	16
8.6	Jury Duty Leave. ....	16
8.7	Subpoenas. ....	16
8.8	Sabbatical Leave. ....	16
8.9	Bereavement Leave. ....	16

<b>Article IX</b>	<b>COMPENSATION AND FRINGE BENEFITS</b>	<b>17</b>
9.1	Salary. ....	17
9.2	Credits for Salary Advancement. ....	17
9.3	Pre-approval for Credits. ....	18
9.4	Post-Graduate Credit Beyond Master's Degree. ....	18
9.5	Lane Change Request. ....	18
9.6	Salary Advancement. ....	18
9.7	TRS Contributions. ....	19
9.8	Insurance. ....	20
9.9	IRS Approved Section 125 Plan. ....	21
9.10	IRS Approved Section 105 Plan. ....	21
9.11	Work Day and Work Hours. ....	22
9.12	Teacher Instructional and Planning Time. ....	22
9.13	Special Education. ....	22
9.14	Meetings. ....	23
9.15	Teachers Assigned to More than One Building. ....	23
9.16	Extra Duty. ....	23
9.17	Compensatory Stipends for Teachers. ....	23
9.18	Class Size. ....	23
9.19	Paperwork and Routine Task Reduction. ....	23
9.20	Retirement. ....	24
9.21	Retirement Stipend. ....	24
9.22	Retirement Prior to Agreed Date. ....	25
9.23	Retirement Limitation. ....	25
9.24	Medical Insurance After Retirement. ....	25

<b>Article X</b>	<b>EVALUATION</b>	<b>26</b>
10.1	General. ....	26
10.2	Probationary Teachers. ....	26
10.3	Tenured Teachers. ....	26
10.4	Formal Observations. ....	26
10.5	Personnel Files. ....	26
10.6	Evaluation Plan. ....	26
<b>Article XI</b>	<b>SUMMER SCHOOL</b>	<b>27</b>
11.1	Inquiry Form. ....	27
11.2	Filling Assignments. ....	27
11.3	Pay Dates. ....	27
11.4	Salary. ....	27
<b>Article XII</b>	<b>MISCELLANEOUS</b>	<b>28</b>
12.1	Separability. ....	28
12.2	Duration. ....	28
12.3	Definition of Consumer Price Index. ....	28
<b>APPENDIX A</b>	<b>COMPENSATION</b>	<b>29</b>
	The 2017-2018 School Year .....	29
	The 2018-2019 School Year .....	29
	The 2019-2020 School Year .....	29
<b>APPENDIX B</b>	<b>EXTRA DUTY PAY SCHEDULE</b>	<b>30</b>
<b>APPENDIX C</b>	<b>REQUEST FOR STIPEND IN LIEU OF COMPENSATORY TIME</b>	<b>34</b>

# **Article I**

## **PREAMBLE**

The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, bargaining unit members, and the Association. The Board and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation or a misapplication of this Agreement. Accordingly, the parties have included herein a grievance procedure.

## **Article II**

### **RECOGNITION AND SCOPE**

#### **2.1 Recognition.**

The Board of Education of District 90, Cook County, Illinois (hereinafter the "Board") recognizes the River Forest Education Association (hereinafter the "Association") as the sole and exclusive bargaining representative for all certified educational employees defined by the Illinois Educational Labor Relations Act including those who spend at least 50% of their time in direct instructional/teaching responsibilities, certified school nurses, certified school psychologist, certified school social workers, and certified school speech and language pathologists. The phrase "bargaining unit member" or the term "employee" or "teacher", when used herein shall refer to all employees who are represented by the Association in the bargaining unit as defined above.

#### **2.2 Scope.**

The Board and Association agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

## **Article III**

### **NEGOTIATION PROCEDURES**

#### **3.1 Meetings.**

Either party may notify the other in writing after February 15th and before April 1st, of the year in which this Agreement is to expire, by a written demand to bargain, that it desires to modify or terminate the Agreement. If such notification is given, the parties agree to commence negotiations on a mutually agreeable date within 60 days of receipt of any such demand to bargain. Before adjournment of each meeting the parties shall agree upon the date of the next meeting.

#### **3.2 Composition of Bargaining Teams.**

Each party shall select its own representatives. The respective negotiating representatives of the Board and the Association shall have the necessary power and authority to make proposals and counterproposals during negotiations and to be able to reach tentative agreements.

#### **3.3 Information Access.**

The Board agrees to provide the Association with access to the District's reports and records concerning the receipt and use of public funds.

#### **3.4 Final Agreement.**

There shall be two (2) signed copies of the final Agreement. One copy shall be retained by the Board and one by the Association. Newly hired teachers shall be given a copy of this Agreement.



## **Article IV**

### **Teacher and Association Rights**

#### **4.1 Board Minutes.**

Two copies of all open session Board minutes shall be mailed to or placed in the mailbox of the President of the Association within a reasonable time after the minutes have been approved.

#### **4.2 Recognition of Agreement.**

Individual teacher's contracts, if any, are to be subject to the provisions of this Agreement. Names and addresses of newly hired teachers shall be made available to the Association within a reasonable time and not later than fourteen (14) days after the Board approves their contract, unless the new teacher requests otherwise.

#### **4.3 Non-Discrimination.**

Because the parties are sensitive to the individual rights of teachers, they agree that all rights and benefits afforded under the terms of the Agreement shall apply equally to all teachers without regard to race, sex, color, religion, handicap, national origin, marital status or age. Neither the Board nor the Association shall discriminate against any teacher in a manner which would violate any applicable law because of race, sex, religion, handicap, color, national origin, Association membership or non-membership of age.

#### **4.4 Vacancies.**

Whenever a vacancy or newly created position occurs, notice of each position will be emailed to all district staff within ten (10) school days after the vacancy or newly created position occurs. Qualified members of the bargaining unit may apply for any vacancy within the unit. For the purpose of this section of the Agreement, a vacancy shall be defined as an open, regular, full time teaching position available due to retirement, resignation or discharge. All vacancies are filled at the discretion of the Board. If such an applicant is not selected, the applicant may request a meeting with the Superintendent or his designee. At this conference, reasons why the applicant was not selected will be given.

#### **4.5 Assignments.**

Teachers will be given notice as soon as reasonably practicable as to any change in their regular teaching assignments. Normally, teachers will be notified of their assignments for the forthcoming year not later than the last day of the current school year. Teachers who are required to pack/unpack their room by the District for the purpose of construction, relocation, or other reason will receive twelve (12) hours of compensation at a supervisory rate of \$27 per hour. Any teacher who is required to pack/unpack half or less than half of their room will receive fifty percent (50%) of this compensation. Teachers will submit a timesheet for approval when these situations occur.

#### **4.6 Lunch Period.**

Teachers whose duties require attendance for four or more clock hours shall be entitled to and be allowed a duty-free lunch period in accordance with Section 24-9 of the Illinois School Code.

#### **4.7 Calendar.**

A copy of the Administration's tentative Calendar shall be provided to the Association in a reasonable period of time prior to its initial presentation to the Board in order that the Association may submit written suggestions. Unless otherwise required by law, for the duration of the Agreement, the Calendar shall consist of no more than 189 days. The Calendar shall include one (1) non-student attendance teacher work day at the beginning of the school year. Compensation shall be based on a Calendar of 184 days. Unused emergency days will be used to advance the closing date of the school year or to extend vacation periods or a combination of both. The Board shall have the sole discretion to change or modify the Calendar so long as the modification or change does not directly conflict with the provisions of this clause.

#### **4.8 Teacher/Administration Relationship.**

Recognizing the importance of maintaining communication to better foster a good relationship and professional atmosphere throughout the school system, a). The administrative staff will formally meet with representatives of the teaching staff on a regularly scheduled basis for the purpose of discussion of information and exchange of ideas. The administrative team will include at least one principal, the Director of Curriculum and Instruction, and the Superintendent; the teachers will be represented by two member representatives of the Association; and b). Two members of the Board and the two co-presidents of the Association will meet a minimum of two times per year for dinner for the purpose of discussion of information and exchange of ideas.

#### **4.9 Fair Share.**

The provisions of this Article apply only to employees covered by the Agreement who are first hired in the 1996-97 school year and then thereafter. Employees covered by this Article shall subsequently be referred to as "covered nonmembers".

**a.** Covered non-members shall pay to the Association each month their fair share of the costs of the services rendered by the Association that are chargeable to non-members under state and federal law.

**b.** The Association shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relation Board ("IELRB").

#### **4.9 Fair Share (continued).**

**c.** Such fair share payment by covered non-members shall be deducted by the Board from the earnings of covered non-members and remitted to the Association within ten (10) work days of said deduction unless the Board is required to remit a fee to the IELRB for escrow. In no event shall the Board begin such fair share deduction earlier than fourteen (14) days (or any later period as required by the rules and regulations of the IELRB) after certification by the Association as provided in the preceding paragraph.

**d.** The Board shall cooperate with the Association to ascertain the names of all covered employees from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Association space to post a notice concerning fair share.

**e.** The Association and the Board shall comply with the rules of the IELRB; concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered nonmembers to challenge the amount of fair share fees. The fair share notice posted by the Association shall advise the covered non-members of their right to so object and of the procedure for so doing.

**f.** Upon adoption of any Association internal appeal procedure, the Association shall supply the Board with a copy. In addition, the Association shall advise the Board of subsequent changes therein.

**g.** If a covered non-member establishes the right of non-association based upon a bona fide religious tenets or teaching of a church or religious body which such employees are member, such covered non-member shall be required to pay an amount equal to the covered non-member's fair share to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

**h.** The Association and the Illinois Education Association agree to indemnify and save the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of an action taken or omitted by the Association or the Board in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith.

#### **4.9 Fair Share (continued).**

**i.** The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the preceding paragraph, and if the Association so requests in writing, to surrender any claims, demands, suits or other forms of liability to the Association for defense.

**j.** If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Association and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

#### **4.10 Association Leave.**

The President and/or his/her designee will be entitled to take up to three (3) days to attend to Association business without loss of salary provided the Association reimburses the District for cost of substitutes. No one person can use more than two (2) days total of Association Leave.

#### **4.11 New School Term.**

At the conclusion of the first general staff meeting of the school term, the Association shall have the opportunity to hold a meeting prior to individually scheduled building or departmental meetings.

#### **4.12 Bulletin Board & Mail Boxes.**

The Association shall have the right to post notices of its activities within the areas provided for faculty use. The Association may use the inter-school delivery service, photocopy services, and teacher mailboxes to conduct its business.

#### **4.13 Association Meetings.**

On the third Thursday of each month of the school term, the Board shall not schedule any meeting involving teachers after the normal student day, and the Association may utilize this time to conduct its business.

## **Article V**

### **MANAGEMENT RIGHTS**

#### **5.1 General Retention.**

It is agreed that the Board shall have and retain the sole and exclusive right to hire, fire, assign, promote, demote, layoff, direct, discipline, transfer, and determine qualifications of employees. The Board has the complete and sole right to determine the extent and operations of the District and to make rules; determine the methods, standards, and extent of work; determine the content of jobs; and, to select and appoint supervisory personnel, and the Board shall have and retain all other management rights and functions not specifically abridged by this Agreement.

#### **5.2 No-Strike Clause.**

Neither the Association nor any of its members nor its agents nor any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school.

## Article VI

### REDUCTION IN FORCE AND DISCIPLINE

#### 6.1 Reduction in Force (R.I.F.).

When 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, the Board determines that it is in the interests of the Districts to decrease the number of tenured teachers employed by the Board, the following procedures shall apply to the reduction in force:

**a. Sequence of Dismissal List Procedures.** At least seventy-five (75) days before the end of the each school term, the Superintendent shall establish and distribute to the Association Co-Presidents a Sequence of Honorable Dismissal list ("SOD List"), categorized by teaching positions and the RIF groupings set forth in Section 5/24-12 of the *Illinois School Code*, including a list of each teacher by name and categorized by positions and RIF groupings. Each teacher will be placed in one or more categories of position which the teacher is qualified to hold, based upon the teacher's legal qualifications and any other qualifications established in a District job description. In addition, at this same time, every teacher will receive documentation that supports their placement on the SOD list. Such documentation will list the following information:

- All valid professional educator licenses and endorsements;
- Each category of teaching position in which the individual is qualified to teach;
- Ratings from the two to three most recent evaluations;
- Employment date;

If a teacher wants to challenge the accuracy of the information on this documentation, they have seven (7) calendar days to bring evidence to the Superintendent to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the SOD list. A final SOD list will be provided to the Association Co-Presidents at least forty-five days (45) days prior to the end of the school year.

## 6.1 Reduction in Force (R.I.F.) (continued)

Order of Honorable Dismissal – Among teachers qualified to hold a position, teachers shall be honorably dismissed in order of their Groupings, with teachers in Grouping 1 dismissed first and teachers in Grouping 4 dismissed last. The order of dismissal within a Grouping shall be determined in accordance with Section 5/24-12 (b) of the Illinois School Code.

**b. Seniority.** For the purpose of this Article VI, District seniority shall be defined as the number of consecutive school terms as full time, certified teacher in the District. However, tenured teachers who have served in the District on a part time basis shall receive credit for seniority purposes in the following manner: One-half (1/2) year credit for one-half (1/2) time or less; a full year of seniority credit for each year of service on more than a one-half (1/2) time basis.

A teacher who commences full time employment with the District beginning August 16, 2014 and works at least 120 days of full time employment shall receive a full year of seniority credit for that year. A teacher who commenced full time employment with the District after January 1 of any school term prior to August 16, 2014 shall retain a half year of seniority credit for that school terms. Time on approved leaves of absence shall not be credited for seniority purposes.

**c. Notice of Honorable Dismissal.** If a teacher is honorably dismissed due to a reduction in force, the teacher will receive a written notice of honorable dismissal at least forty-five (45) days before the end of the school term.

**d. Recall.** If the Board has any vacancy for the following school term or within one (1) calendar year from the commencement of the following school term, the position(s) thereby becoming available shall be tendered to teachers(s) so honorably dismissed so long as they are legally qualified to hold such position(s), hold any other qualifications established in the District job description, and have recall rights under Section 5/24/12 (b) of the Illinois School Code. If there is a vacancy as provided in this Section 6.1d, teachers who are legally qualified to fill the vacant position will be recalled in inverse order of their RIF dismissal as provided in School Code Section 5/24-12. Any honorably dismissed tenured teacher who is so tendered a position and does not accept it within fifteen (15) days of actual receipt of the tender or within thirty (30) days of the date the tender was made by mailing to the teacher, shall be deemed to have waived all further recall rights.

### **6.1 Reduction in Force (R.I.F.) (continued)**

**e.** In the event of a RIF, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school year.

### **6.2 Discipline.**

When a teacher is required to appear before the Board or the Administration in any meeting which is called to discuss the teacher's dismissal, suspension, or other imminent discipline, the teacher shall be entitled to have a representative of his/her choice present. Whenever an employee is required to so appear before the Board of Education, he/she shall be advised of the reasons for the request. Meetings or conferences regarding evaluation of teacher performances are not disciplinary conferences.



## Article VII

### GRIEVANCE PROCEDURE

#### 7.1 General.

The parties hereto acknowledge that it is usually most desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communication. When requested by the employee, an Association representative may accompany the employee in order to assist in the informal resolution of a complaint. If, however, the informal process fails to satisfy the employee and the Association, a grievance may be filed as provided below.

#### 7.2 Definition.

A grievance is defined as written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within fifteen (15) days after the grievant has become aware or should have become aware, through the use of reasonable diligence, or the occurrence of the event giving rise to the grievance.

#### 7.3 Time Limits.

All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.

#### 7.4 Procedure.

The grievance procedure shall be as follows:

**Step 1:** The grievant shall file his grievance in writing with his building principal within fifteen (15) -days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant within ten (10) days. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.

**Step 2:** If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his designee in writing within ten (10) days after receipt of the decision of the building principal or his designee. The Superintendent or his designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by him or his designee within ten (10) days after the conference.

#### **7.4 Procedure (continued).**

**Step 3:** If the grievance is not resolved at Step 2 or if no decision has been rendered within ten (10) days of the meeting with the Superintendent, the Association may present the written grievance to the Board within ten (10) days after receipt of the Superintendent's Step 2 decision or the date the Superintendent's Step 2 decision was due. The Board or a committee shall hold a hearing at a meeting called for this purpose not later than twenty (20) days following receipt of the grievance by the Board President. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the Board shall provide a written decision to the grievant and the Association within ten (10) days.

**Step 4:** In the event that the grievant is not satisfied with the disposition of his grievance at Step 3, the grievance may be submitted to binding arbitration within ten (10) days after receipt of the Step 3 decision. The parties shall attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating 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. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and that of attendance of a court reporter, if requested by either party, shall be divided equally between the Board and the Association. All other expenses (including the cost of any transcript) shall be borne by the party incurring them.

#### **7.5 No Reprisal.**

A teacher who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

#### **7.6 Separate Records.**

Files of grievances shall be kept separate and apart from the personnel files.

# Article VIII

## LEAVES

### **8.1 Family and Medical Leave Act.**

The Family and Medical Leave Act applies to the District. The Act allows certain employees to obtain unpaid leaves of absence for certain family and medical reasons for up to twelve (12) weeks, with job protection and no loss of service accumulated prior to the commencement of the leave. Employees wishing to obtain information about leaves under the Act should consult the District's policy. Copies of the policy are contained in the employee handbook and are available upon request.

### **8.2 Family Leave.**

Employees will be granted leaves in accordance with the FMLA for the birth or care of a child of the employee, placement of a child with the employee for adoption or state-sanctioned foster care or to care for a spouse, child (who is under the age of eighteen (18) or incapable of self-care due to a disability), or parent with a serious health condition.

### **8.3 Sick Leave.**

Each school year, each tenured teacher who taught and/or was on an approved leave for at least 100 days during the 2016-2017 school year and, has completed at least fifteen (15) or more years of service in the District by the end of the 2016-2017 school year or, alternatively, was at least fifty (50) years of age by the end of the 2016-2017 school year, shall be given twenty-two (22) days of sick leave, the unused portion of which shall accumulate without limitation. Each school year, each tenured teacher not eligible for the sick leave allotment described in the previous sentence shall be given seventeen (17) days of sick leave, the unused portion of which shall accumulate without limitation. Sick leave shall be used in accordance with the School Code of Illinois, 24-6 as amended. Sick leave taken as a result of a serious health condition as defined by the FMLA will be counted as part of applicable FMLA leave in accordance with the District's policy. Three (3) days of the granted sick leave per year may be used as personal business leave. In addition, in the case of an unforeseen emergency, the Superintendent may, in his/her sole discretion, permit a teacher to use a fourth (4th) day of the granted sick leave for personal reasons during the year.

**a.** Each full-time, non-tenured teacher shall be given thirteen (13) days of sick leave per year, of which, three (3) days per year may be used as personal business leave.

**b.** Part time teachers shall receive a prorated portion of thirteen (13) full days of leave per year, of which, a prorated portion of three (3) days per year may be used as personal business leave. Unused sick leave may accumulate to an available leave of one hundred (100) days.

### **8.3 Sick Leave (continued).**

**c.** Full time tenured teachers with fifteen (15) or more years of service to the District shall be awarded additional sick leave for an unusual extended illness or injury under the following terms and conditions. If due to a serious extended illness or injury a teacher is unable to work for more than twenty-five (25) consecutive work days then, upon return to work from such extended illness or injury, the teacher shall receive an award of accumulated sick leave days equal in number to those used for such extended illness or injury in excess of twenty-five (25) up to a maximum number of days equal to the number that the teacher had accumulated at the onset of the extended illness injury. A teacher may receive an award of additional accumulated sick leave under the provisions of this Section.

### **8.4 Sick Leave Donation Program.**

The Association shall establish a Sick Leave Donation Program which full-time teachers are eligible to participate in on a voluntary basis. The intent of this plan is to provide extended sick leave to those participants who incur a catastrophic illness or disability, which necessitates prolonged continuous absence from work. The Bank shall be used only for the personal illness of the participant and not for illness, disability or death of any other person.

**a.** A teacher may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her leave to the Bank by September 15th, (of each year, and if she/she does not exercise this option he/she will not be able to join in the future). When the total number of days in the Bank equals four (4) times the number of participants, no yearly contribution will be required until such time that the Bank is depleted to the two (2) times the number of days equal to the number of participants. All new employees will have a one-time option of joining and will contribute one (1) day of his/her leave to the Bank within fifteen (15) working days and each year until it matches that of the contribution of four (4) days of other employees.

**b.** A two-member committee of the Association executive board shall serve to work with Administration with respect to the Sick Leave Bank.

**c.** A teacher who has contributed shall be able to utilize days from the Bank after all his/her own accrued sick leave and personal leave days have been depleted, a three (3) day salary deduction period has transpired, presented satisfactory documentation from his/her doctor verifying the catastrophic and prolonged nature of the illness/disability which makes it impossible for the teacher to perform his/her assigned duties, and the teacher has completed the required paper work for the Association and been approve. The Association retains the right to have the teacher examined by a doctor selected by the Association at the Association's expense if there is any question raised by the doctor's statement submitted by the employee.

#### **8.4 Sick Leave Donation Program (continued).**

**d.** The maximum number of days allowed for any single catastrophic prolonged illness shall be up to ninety (90) school days. A participant will not be eligible to use the Bank again until the participant has returned to work for at least the equivalent of one hundred eighty (180) school days.

**e.** Participants utilizing sick leave days from the Bank will not be required to replace those days.

**f.** A teacher withdrawing from the Bank or the bargaining unit for whatever reasons will not be allowed to withdraw the contributed days.

**g.** The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents from and against any claims, grievances, actions, causes of action, or liability resulting from the Association's operation and administration of the sick leave bank, including, but not limited to, any claims based upon the sick leave bank committee's denial of an employee's application for sick leave bank benefits.

#### **8.5 Religious Holidays.**

Two (2) days will be allowed for the observance of recognized religious holidays.

#### **8.6 Jury Duty Leave.**

An employee called to serve on jury duty shall receive the difference between regular pay and the amount received for jury duty exclusive of travel expense and meal allowance.

#### **8.7 Subpoenas.**

The Superintendent may allow a teacher to utilize up to two (2) available sick leave days for the purpose of responding to subpoenas to testify in any judicial or administrative hearing provided that the hearing does not involve the District, the Board of Education, or the Association.

#### **8.8 Sabbatical Leave.**

Sabbatical leaves shall be governed by the applicable provisions of The Illinois School Code.

#### **8.9 Bereavement Leave.**

Bereavement leave may be taken subject to the same provisions and limitations as sick leave specified in The School Code and the District Board Policy 5:250. Up to five (5) days of available, unused sick days may be taken for a funeral or memorial service of a friend or family member. Bereavement leave will be deducted from an employee's sick leave days. Whenever possible, requests for bereavement leave should be made in writing to the Principal or Superintendent prior to the leave. Sick bank donations may not be used for bereavement purposes.

## Article IX

### COMPENSATION AND FRINGE BENEFITS

#### 9.1 Salary.

The method for determining teachers' salaries through 2019-2020 are set forth in Appendix A of this Agreement. In no instance will any teacher newly employed by the District receive a salary greater than any teacher already employed in the District who has the same or greater level of education and experience. Educational experience for new teachers being employed by the District will be determined by the Superintendent, who may, in his or her discretion, grant credit for such prior work experience as the Superintendent deems appropriate, up to a maximum of the number of years and partial years the teacher to be newly employed has actually worked for a school.

#### 9.2 Credits for Salary Advancement.

Teachers may acquire credits toward advancement in salary by:

- a. Completion of post-graduate credit courses at accredited colleges or universities or Board approved local workshop;
- b. Attendance at conferences/workshops or conventions. In the first month of the school year in year one of the contract, a committee composed of three (3) teachers and the Superintendent plus up to two (2) Administrators will meet. The purpose of this committee is to designate professional conferences/workshops which will be approved toward advancement in salary. Nothing in the foregoing language requires the committee to designate any professional conference/workshop for approval in any given year.
- c. Completion of online courses through accredited colleges and universities. It is the employee's responsibility to show proof that coursework is graduate level and that institution is accredited. The agreed upon pre-approval paperwork is still required.
- d. Continuing education courses. Teachers may be granted one (1) CEU for each fifteen (15) hours of contact time included in advance training courses and programs, which are accredited, by a college or university. To advance on the salary schedule, each CEU earned by a teacher shall count as one semester hour on the salary schedule.
- e. One semester hour of post graduate work constitutes one (1) credit. For each ten (10) credits earned by a teacher, at least six (6) credits shall be from post-graduate course work or Board approved local workshop credit.

### **9.3 Pre-approval for Credits.**

In order to qualify for credit, postgraduate courses, workshops, conferences, conventions, online courses, and continuing education courses must be approved in advance by the Superintendent and the teacher's principal. Approval shall be based primarily on the value of the proposed coursework to River Forest students and to the teacher's professional growth in public education.

### **9.4 Post-Graduate Credit Beyond Master's Degree**

Post graduate hours earned during employment in District 90 and which are outside of the Master's degree program, shall be applicable towards salary advancement beyond the Master's Salary provided the hours are from accredited colleges, universities, or approved in-District courses and are in education or are related to the content of the individual's teaching assignment and have prior approval by the Superintendent.

**a.** Effective July 1, 1997, the Board agrees to apply graduate hours beyond forty-five (45) hours earned by any bargaining unit member whose Master's Degree program requires more than forty-five (45) hours for completion of the program toward salary advancement beyond the Master's Salary. The parties agree that this provision will be applicable for prospective employees rather than retroactive for all current District 90 employees.

**b.** In cases where a pre-approval of graduate hours has not been obtained from the Superintendent, the teacher may submit such hours for consideration by the Superintendent within one (1) year following certifications by the accredited college or university that said hours have been earned, but such approval shall not be precedential. Graduate hours approved by the Superintendent prior to December 1 will be honored by adjustment of the teacher's salary at the end of the first semester. Graduate hours approved by the Superintendent after December 1st will be honored by adjustment of the teacher's salary effective with the commencement for the next employment year. In no case shall salary adjustments be applied retroactively.

### **9.5 Lane Change Request.**

Any teacher earning hours which will provide him/her with salary advancement during the District's first semester shall be eligible for that movement in the second semester. Change will be reflected pro rata on the February 15th regular paycheck for documentation received in the District Office by January 15th.

### **9.6 Salary Advancement.**

Teachers are eligible for salary advancement to the following educational levels:

**a.** BA+15 BA+30 MA MA+15 MA+30 MA+40 MA+60/Ph.D.

**b.** A teacher shall be entitled to a \$2,750 increase for each lane advancement, with an additional \$750 increase for advancement to MA.

**9.6 Salary Advancement (continued).**

c. In 2019-2020, each teacher will receive a one-time payment of \$500.

d. Teachers working less than 1.0 FTE will have the increases prorated accordingly.

**9.7 TRS Contributions.**

Pursuant to Illinois law, 9.0% of each teacher's salary must be contributed to the Illinois Teachers' Retirement System (TRS) as well as 1.18% of each teacher's salary must be contributed to the Illinois Teacher's Retirement System to cover the obligation for Teacher's Health Insurance Security (THIS).

The Board will pick up a portion of each teacher's required contributions to the TRS in the same manner as it did in the 2016-17 school year, or such lesser percentage as may be required by Public Act 98-599. That amount will remain the same even if Illinois laws should change so as to require larger contributions from teachers. No teacher will have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution is a condition of employment made in order to secure the teacher's future services, knowledge and experience.



## **9.8 Insurance.**

**a.** For each teacher who taught and/or was on an approved leave for at least 100 days during the 2012-2013 school year, the Board will contribute an amount equal to the full single premium for twelve (12) months for each full-time teacher who elects to participate in the District's health, dental, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this Agreement. This staff committee may meet periodically to review the District's total insurance program offered to employees, but shall meet at least once annually. The committee may request a meeting with the Superintendent to discuss specific issues relating to health, dental, and life insurance. The Superintendent will determine if any other administrative staff needs to participate in such meeting and schedule the meeting within thirty (30) days of the request. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of the full single premium of each teacher who so elects to participate. In addition, the Board will for the 2017-2018 school term, contribute \$465 per month; for the 2018-2019 school term, contribute \$490 per month; for the 2019-2020 school term, contribute \$515 per month toward the cost of insurance premiums for all full-time teachers who elect family health insurance. Part-time teachers shall receive a proportionate share of the amount based on the time spent at work.

**b.** For each teacher not eligible for insurance benefits under paragraph (a), the Board will contribute an amount equal to 90% of the full single premium for twelve (12) months for each full time teacher who elects to participate in the District's health, dental, accident, and life insurance program recommended by a staff committee, adopted by the Board, and approved by the Association for each year of this agreement. A part-time employee who is employed at no less than 0.5 FTE may elect to participate in the program and the Board shall pay the prorated portion of the equivalent of the insurance premium of each teacher who so elects to participate. In addition, the Board will for the 2017-2018 school term, contribute \$405 per month; for the 2018-2019 school term, contribute \$425 per month; for the 2019-2020 school term, contribute \$445 per month toward the cost of insurance premiums for all full-time teachers who elect family health insurance. Part-time teachers shall receive a proportionate share of the amount based on the time spent at work.

**9.9 IRS Approved Section 125 Plan–Flexible Spending Account (FSA).**

The Board of Education will offer an IRS approved Section 125 plan for use by all employees.

**a.** The Board will pay all costs to establish the plan, create all the necessary documents, and pay any and all annual fees to an outside firm specializing in this type of work.

**b.** All allowable tax sheltering of insurance premiums paid by employees, unreimbursed medical expenses, unreimbursed dental expenses, unreimbursed vision expenses, professional child care, and any other items allowed by the IRS Code, will be made available through this vehicle. Participation in this plan will be completely voluntary and at the discretion of the individual employee.

**9.10 IRS Approved Section 105 Plan–Health Reimbursement Arrangement (HRA).**

The Board of Education will offer an IRS approved Section 105 plan for use by all employees.

**a.** The Board will pay all costs to establish the plan, create all the necessary documents and pay any and all annual fees to an outside firm specializing in this type of work.

**b.** For each teacher participating in the District’s insurance program as described in Section 9.8 at the beginning of each plan year, or at the beginning of new employment, the District will contribute an annual amount equivalent to the teacher’s in-network deductible (depending on chosen coverage) to this Section 105 plan on the teacher’s behalf to be used for qualifying medical expenses.

**c.** If during the term of this Agreement, the Board is required by law to participate in a mandatory statewide health insurance program Sections 9.8, 9.9 and 9.10 shall be void and parties agree to negotiate over health insurance benefits.

### **9.11 Work Day and Work Hours.**

**a.** The K-4 workday will be 7:50 a.m. - 3:10 p.m., subject to the further requirement that teachers will spend sufficient time after the last class of the day so that all will be in readiness for the next school day, and K-4 instructional time will be 8:20 am - 3:10 p.m.

**b.** The 5-8 workday will be 8:00 am - 3:20 p.m., subject to the further requirement that teachers will spend sufficient time after the last class of the day so that all will be in readiness for the next school day, and 5-8 instructional time will be 8:30 a.m. - 3:20 p.m.

### **9.12 Teacher Instructional and Planning Time.**

Teacher instructional time with students at the K-4 level will not exceed twenty-three and a half (23.5) hours per week. K-4 teachers will get two hundred and forty (240) minutes of individual planning time per week during the instructional school day. Additionally, there will be sixty (60) minutes of collaborative planning time per week during the instructional school day.

Teacher instructional time with students at the 5-8 level will not exceed twenty-one and a half (21.5) hours per week. 5-8 teachers will get at least five (5) periods of individual planning time per week during the instructional school day. Additionally, there will be up to five (5) periods of collaborative planning time per week during the instructional school day. In no instance will any 5-8 teacher receive more than ten (10) total planning periods per week.

Passing time shall not be included in determining teacher instructional time with students or planning time. Although teachers may, they will not be required to use planning time for curriculum development work. Curriculum development work is defined as the development, integration, improvement and evaluation of new and current curriculum that is consistent with District goals and initiatives.

Teachers who engage in curriculum development work outside of the instructional school day will be eligible for compensation for Staff-Initiated Curriculum Work, as set forth in Appendix B of this Agreement.

### **9.13 Special Education.**

Any K-4 teacher having students with IEP's, who is needed for the purposes of staffing, planning or other educational goals as stated in State and Federal law, will not forfeit existing planning time or lunchtime except by agreement. Current team planning time for 5-8 teachers will continue to accommodate the needs of IEP students.

**9.14 Meetings.**

Professional staff meeting, parent/teacher meetings and community educational meetings for reviewing and improving the school program are considered an essential part of faculty responsibility. However, routine building meetings, grade-level/special education/departmental meetings, and professional collaboration meetings will continue on scheduled days for one hour after school, up to a maximum of twenty-five (25) in the school year. Each teacher will be eligible for compensation to attend these Thursday Meetings, as set forth in Appendix B of this Agreement.

**9.15 Teachers Assigned to More than One Building.**

A teacher whose assignment requires traveling between buildings shall be provided with preparation and lunch periods as would other teachers. Scheduling of teachers who travel between buildings shall be done to allow for preparation/set-up needs and take down/clean up needs at each work site.

**9.16 Extra Duty.**

The Board of Education shall pay a stipend for certain extra duty positions as set forth in Appendix B of this Agreement.

**9.17 Compensatory Stipends for Teachers.**

A stipend at a supervisory rate of \$27 per hour will be paid to a teacher who supervises a single event, student-related activity if the work is approved in writing and in advance by the principal and the superintendent. A single event, student-related activity is a school sponsored student activity on a Saturday, Sunday, or holiday and consists of a minimum of three (3) hours and no more than eight (8) hours. See Appendix C of this Agreement for the request form.

**9.18 Class Size.**

The Board of Education and the Association recognize that class size is an important factor in establishing a learning environment, which promotes student achievement. The Board will attempt to achieve reasonable class sizes in view of the availability of equipment and space, the need to accommodate students of special needs, and budgetary constraints. In cases in which a teacher determines in his/her professional judgment that his/her class size may possibly diminish achievement of an excellent educational program, he or she may bring that concern to the principal. Efforts will be made by the principal and teacher to develop a mutually agreeable plan of action for those situations which merit consideration by the Superintendent. If the principal and teacher are able to agree upon a plan of action, that plan will be presented to the Superintendent for consideration. If the Superintendent approves the plan, it will be implemented.

**9.19 Paperwork and Routine Task Reduction.**

Recognizing that a teacher's time is best utilized working with, or preparing to work with children, the Board and the Association agree to utilize the Administrative/RFEA monthly team meeting to monitor and discuss ways in which paperwork and routine tasks can be reduced.

**9.20 Retirement.**

Any full-time teacher (a) who has been employed in District 90 for ten (10) or more years, (b) who also qualifies for an annuity under the provisions of the Illinois Teacher Retirement System, (c) who shall not cause the Board to pay a penalty imposed by TRS due to the teacher's creditable earnings exceeding the TRS 6% cap if the teacher retires any time after submitting his/her notice of intent to retire, and (d) who submits a timely written notice shall be eligible to request the opportunity to receive the retirement stipend in 9.21 on the conditions set forth below:

**a.** For a teacher who wishes to retire and receive the retirement stipend, a written notice of intent to retire must be received by the Board of Education on or before June 1 of the year preceding the school year in which the teacher may receive the retirement stipend.

**b.** This notice of intent to retire shall be accepted by the Board at the next Board of Education meeting and then shall become binding and irrevocable on both parties.

**9.21 Retirement Stipend.**

An eligible teacher shall receive a retirement bonus of \$500 for each year of full time teaching service, which the teacher has provided to the District.

**a.** In consideration for receiving the retirement bonus, the teacher agrees that if the teacher's increase in creditable earnings from any other source exceeds 6% in any of the years from the notice of intent to retire to the year of retirement, the teacher's creditable earnings shall be reduced so that such increase does not exceed 6%.

**b.** The retirement bonus shall be paid in annual installments in each of the years prior to the teacher's retirement up to a maximum of four (4) years provided that if the payment of any installment causes the teacher's creditable earnings to increase by more than 6%, that portion of the installment that causes the teacher's creditable earnings to exceed 6% shall be paid in a lump sum ninety (90) days after receipt of the teacher's last pay check in the teacher's year of retirement.

**c.** If, during the term of this Agreement, post-retirement benefits are deemed impermissible by law, the Board and the Association agree to comply with any legal restrictions related to such benefits.

**9.22 Retirement Prior to Agreed Date.**

In the event the teacher retires from the district prior to the date stated in the teacher's notification of retirement, the teacher may petition the Board of Education to receive the portion of the retirement stipend not yet paid as described under 9.21 b. to be paid in a lump sum between 90-120 days after receipt of the employee's last check. Such approval from the Board will not be unreasonably withheld; however, in no instance will the Board be expected to approve such a request if the teacher retires prior to the end of the school year, is not retiring into the Illinois Teacher Retirement System, or if the retirement prior to the originally stated date will cause the district to be responsible for any increased payment to the Illinois Teacher Retirement System. In addition, if, during the term of this Agreement, post-retirement benefits are deemed impermissible by law, the Board and the Association agree to comply with any legal restrictions related to such benefits.

**9.23 Retirement Limitation.**

The Board of Education shall retain the right to limit the number of teachers who may participate in this retirement program during any one year of the Agreement. The Board at its sole discretion may choose to limit the number of teachers eligible to participate during that year up to but no more than six (6).

**9.24 Medical Insurance After Retirement.**

The employer shall provide \$189.75 per month toward the cost of the employee's District health, dental, and accident insurance coverage for retired employees until eligible for Medicare.

- a.** In 2017-2018, this figure will be increased by the CPI with a floor of 2.1% and a ceiling of 5% (hereinafter referred to as the 2017-2018 contribution).
- b.** In 2018-2019, the 2017-2018 contribution will be increased by the CPI with a floor of 2.1% and a ceiling of 5% (hereinafter referred to as the 2018-2019 contribution).
- c.** In 2019-2020, the 2018-2019 contribution will be increased by the CPI with a floor of 2.1% and a ceiling of 5%.
- d.** If, during the term of this Agreement, post-retirement health insurance benefits are deemed impermissible by law, the Board and the Association agree to comply with any legal restrictions related to such benefits.

# Article X

## EVALUATION

### **10.1 General.**

Prior to October 1st, the Administration shall advise teachers of the instruments and general procedures to be used in the formal evaluation process. New teachers who are hired subsequent to October 1st shall be advised of the evaluation instruments and procedures at least two weeks prior to the start of their evaluation.

### **10.2 Probationary Teachers.**

Probationary teachers will normally receive one (1) summative evaluation and performance rating each probationary year.

### **10.3 Tenured Teachers.**

Tenured teachers will receive one (1) summative evaluation and performance rating at least once every two (2) years.

### **10.4 Formal Observations.**

Each formal observation shall be preceded by a scheduled classroom observation of a sufficient duration consistent with applicable PERA Rules. Subsequent to each formal written evaluation, there will be a conference between the teacher and the Administration to discuss the evaluation. A copy of each formal written evaluation shall be given to the teacher and the original shall be placed in the teacher's personnel file. If a teacher wishes to supplement or comment upon his/her formal written evaluation, the teacher may do so in writing, in which case this writing will be placed in his/her personnel file.

### **10.5 Personnel Files.**

Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for the teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach a written response or rebuttal to any evaluation or discipline document placed in their personnel file, provided the teacher submits a response within twenty-five (25) days of the document's placement in their file. Reasonable requests by teachers for single copies of materials in their official file except privileged information will be honored by the Administration. Every teacher shall be given a copy of any material added to his/her personnel file if the material is critical of the teacher's conduct or performance.

### **10.6 Evaluation Plan.**

The District shall develop a teacher evaluation plan in cooperation with the Association. Prior to any change in the evaluation procedures set forth in that plan, the Administration shall meet with the Association to mutually cooperate in the formulation of such change(s).

# **Article XI**

## **SUMMER SCHOOL**

### **11.1 Inquiry Form.**

The Summer School Director shall distribute annually to each staff member, an inquiry form which shall be completed and submitted by any staff member who would be available for summer school teaching.

### **11.2 Filling Assignments.**

Summer school teaching assignments shall first be filled by qualified District 90 teachers.

### **11.3 Pay Dates.**

Summer School salary shall be paid in two payments. One payment shall be made after two weeks of summer school employment, and the second payment shall be made on the last day of the summer session.

### **11.4 Salary.**

The rate of pay for Summer School will be no less than \$45 per hour and will be increased annually beginning 2017-2018 by CPI with a floor of 2.1% with a ceiling of 5% during the term of this agreement.



## Article XII

### MISCELLANEOUS

#### 12.1 Separability.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### 12.2 Duration.

This Agreement shall be effective as of August 16, 2017, and remain in full force and effect until August 15, 2020. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement.

#### 12.3 Definition of Consumer Price Index.

For the term, of this Agreement, the term CPI whenever it appears refers to the Consumer Price Index increase applied by the County Assessor's Office for annual tax cap purposes under the Property Tax Extension Limitation Law ("PTELL").

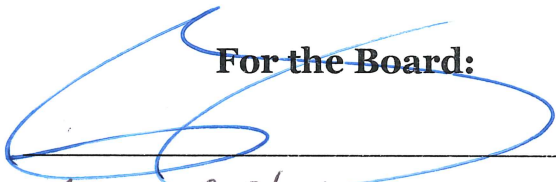
Dated: JUNE 19, 2017

IN WITNESS WHEREOF:

For the Association:

Barbara Mayer  
Eileen Lewis

For the Board:

  
Barbara A. Henry

# **APPENDIX A**

## **COMPENSATION**

### **The 2017-2018 School Year**

For the 2017-2018 school year, each teacher who taught and/or was on paid leave for at least 100 days during the 2016-2017 school year shall have his or her 2016-2017 base salary increased by CPI (2.1%)(hereinafter referred to as the 2017-2018 base salary) provided such salary shall be adjusted on a prorated basis as a result of any change in the teacher's full or part-time status.

### **The 2018-2019 School Year**

For the 2018-2019 school year, each teacher who taught and/or was on paid leave for at least 100 days during the 2017-2018 school year shall have his or her 2017-2018 base salary increased by CPI with a floor of 3.0% and a ceiling of 5% (hereinafter referred to as the 2018-2019 base salary) provided such salary shall be adjusted on a prorated basis as a result of a change in the teacher's full or part-time status.

### **The 2019-2020 School Year**

For the 2019-2020 school year, each teacher who taught and/or was on paid leave for at least 100 days during the 2018-2019 school year shall have his or her 2018-2019 base salary increased by CPI with a floor of 3.0% and a ceiling of 5% provided such salary shall be adjusted on a prorated basis as a result of a change in the teacher's full or part-time status.

## **APPENDIX B**

### **EXTRA DUTY PAY SCHEDULE**

- 1.** Extra duty assignments are made for one (1) year.
- 2.** The Board of Education will pay the following rates for the listed extra duties. Staff member must elect, by September 15, to receive payment for an extra duty activity either monthly, semi-annually, or when the activity ends. If a staff member fails to elect by September 15, the board will remit payment reasonably following the end of the activity. Any staff member may apply for these duties in writing. The current holder of an extra duty position will be asked to submit a written indication of his/her desire to continue or not continue in such position. Although all stipend positions will be posted annually, ordinarily, the current holder of an extra duty position will be in the position. In the event no qualified bargaining unit member applies for a specific extra duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein whether a bargaining unit member is “qualified” or not shall be determined by the Superintendent or designee.
- 3.** The Board may transfer particular duties from one group to another when appropriate, based upon length of season, change in responsibilities, or number of students participating in the activity. Such changes must be made prior to the annual renewal of such position and the change will be published to the Association.
- 4.** The Board retains the right to offer or not offer any activity listed or any position not listed herein. New positions may be commenced with duties and pay as determined by the Board, subject to paragraph 6, below.
- 5.** At any time between contracts for a particular extra duty position, the Board is entitled to discontinue such position and/or activity. As of August, the said position or activity will be removed from the Agreement following the date of the Board's action discontinuing the position and/or activity.

## **EXTRA DUTY PAY SCHEDULE (continued).**

6. In the event of the transfer of a particular duty from one pay schedule to another and/or the creation of a new position, the Association may serve written notice on the Board of its desire to negotiate the terms and conditions of such duty. All proposals for new clubs must have approval by the principal and Superintendent. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such change in and/or creation of duties, pay activity, or positions pending the outcome of such negotiations. Failure to issue such demand to negotiate within thirty (30) days of publication of such change in or establishment of an extra duty will constitute Association acceptance of terms and conditions of such change or new creation and negotiated or not, they will become a part of the Agreement and be subject to its provisions.
7. Staff members will be offered the opportunity to complete Staff-Initiated Curriculum Work for the development, integration, improvement and evaluation of new and current curriculum that is consistent with District goals and initiatives. Staff may get projects pre-approved or request approval after completing said work. Only pre-approved projects are guaranteed compensation. Monies that are not earned during the school year can be earned by doing the work during the summer months with time sheets submitted no later than the following August 1<sup>st</sup>. The District requires that the work be developed across grade levels or within departments. Every effort will be made to include an entire work team (grade level, department, etc.) or an agreement that specific staff members have been identified and agreed to complete the approved work. The Staff-Initiated Curriculum Work budget will be kept separate from the District-initiated curriculum work budget.
8. Routine building meetings, grade-level/special education/departmental meetings, and professional collaboration meetings (Thursday Meetings) will continue on scheduled days for one hour after school, up to a maximum of twenty-five (25) in the school year.
9. Compensation for extra duty stipends will be based on the attached schedule for the 2016-2017 school year adjusted annually by CPI with floor of 1.2% and a ceiling of 5%. In addition, the Lunch Coordinator stipend is frozen at \$8,200, the Lunch Supervision stipend is frozen at \$34 per hour, and the Thursday Meetings stipend is frozen at \$1,500 for the duration of this agreement.

**2016-2017 EXTRA DUTY STIPENDS  
NONSEASONAL ACTIVITIES**

**(Grades 5-8)**

Athletic Director		\$5,020
Chorus Director		\$ 810
Lunch Coordinator		\$8,200
Roosevelt Musical Director		\$3,530
Roosevelt Musical Assistant Director		\$4,950
Roosevelt Musical Assistant		\$2,700
Cultural Extravaganza (Pool)		\$ 630
Speech and Drama Coordinator		\$ 630
Art Club (Pool)		\$1,260
Best Buddies (Pool)		\$1,260
Diversity Club (Pool)		\$1,260
Fantasy Football (Pool)		\$1,260
Girl Talk		\$ 630
Head Tech		\$1,350
History of Hollywood		\$1,260
Improv Club (Pool)		\$1,260
Lego Robotics		\$8,100
Mock Trial		\$1,764
Ping Pong (Pool)		\$1,260
Reading Club	5 <sup>th</sup> & 6 <sup>th</sup> Grade	\$1,260
Reading Club	7 <sup>th</sup> & 8 <sup>th</sup> Grade	\$1,260
Recorder Club		\$ 900
Scholastic Bowl		\$2,250
Scholastic Bowl Assistant		\$ 700
Science Bowl		\$2,700
Science Club		\$1,260
Service Club Coordinator		\$1,260
Service Club (Pool)		\$1,260
Spoken Word		\$1,260
Staff Website		\$ 675
Strategic Games		\$1,260
Student Activity Database		\$ 630
Student Ambassadors (Pool)		\$1,260
Yearbook		\$7,140

**(Elementary)**

Chorus Director		\$1,620
Coding Club		\$1,260
Garden Club		\$42.00/hr
Recorder Club		\$1,755
Science Club		\$ 450
Wizard Club		\$1,260

**2016-2017 EXTRA DUTY STIPENDS  
(District)**

Building Leadership Team	\$1,960
District Leadership Team	\$1,960
Professional Development Council	\$1,960
Department Chairs	\$45.00/hr up to a maximum of 40 hours/year
Mentor Assistant Director	\$1,980
Orchestra Director	\$5,850
Band Director	\$5,850
Mentors	\$ 680
Young Authors	\$ 504

**SEASONAL ACTIVITIES**

Coach Boys' Basketball	7th Grade	\$5,400
Coach Boys' Basketball	8th Grade	\$5,400
Coach Girls' Basketball	7th Grade	\$4,995
Coach Girls' Basketball	8th Grade	\$4,995
Coach Boys' Volleyball	7th Grade	\$4,275
Coach Boys' Volleyball	8th Grade	\$4,275
Coach Girls' Volleyball	7th Grade	\$4,410
Coach Girls' Volleyball	8th Grade	\$4,410
Coach Track	7th & 8th Grade	\$4,095
Assistant Coach Track (qty 4)	7th & 8th Grade	\$2,576 each
Coach Cross Country	5th - 8th Grade	\$4,050
Assistant Coach Cross Country (qty 3)	5th - 8th Grade	\$1,960 each

**NEWLY FORMED CLUBS**

**(Meets thirty times per year – amount adjusted prorata for less than thirty meetings)**

Elementary	\$1,260
Middle School	\$1,260

**MISCELLANEOUS**

Homework Lab (K-4)	\$34.00/hr
Homework Lab (5-8)	\$34.00/hr
Lunch Supervision (K-8)	\$34.00/hr
Staff-Initiated Curriculum Work	\$45.00/hr up to a maximum of \$2,000
Thursday Meetings	\$1,500

## APPENDIX C

### REQUEST FOR STIPEND IN LIEU OF COMPENSATORY TIME

Name \_\_\_\_\_ Date \_\_\_\_\_

Event \_\_\_\_\_

Dates of Event \_\_\_\_\_

Approved by Principal \_\_\_\_\_ Date \_\_\_\_\_

Amount of Stipend \_\_\_\_\_

### STIPEND IN LIEU OF COMPENSATORY TIME

\_\_\_\_\_

A stipend at a supervisory rate of \$27 per hour will be paid to a teacher who supervises a single event, student-related activity if the work is approved in writing and in advance by the principal and the superintendent. A single event, student-related activity is a school sponsored student activity on a Saturday, Sunday, or holiday. The activity must be a minimum of three (3) hours but no more than eight (8) hours.

Please attach any pertinent materials.

Approved by Superintendent \_\_\_\_\_

Date \_\_\_\_\_

*Excellence in Education: A Continuing Tradition*