AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
COMMUNITY CONSOLIDATED SCHOOL DISTRICT #46,
GRAYSLAKE
LAKE COUNTY, ILLINOIS

AND THE

GRAYSLAKE FEDERATION OF TEACHERS
A COUNCIL OF THE
LAKE COUNTY FEDERATION OF TEACHERS LOCAL NO.
504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2017 – 2018
2018 – 2019
2019 – 2020
2020 – 2021
# TABLE OF CONTENTS

## PREAMBLE

1. Parties to the Agreement 1
2. Recognition 1

## ARTICLE I - UNION RIGHTS

1. Bulletin Boards 2
2. Faculty Mailboxes 2
3. Use of School Facilities 2
4. School Equipment 2
5. Dissemination of Information to the Union 2
6. Grayslake Gate Clause 3
7. Dues Deduction 3
8. COPE Deduction 3
9. Fair Share 3-4
10. Union Business 4
11. Mutual Communications 4
12. Union President Release Time 4
13. Leadership Liaison 4-5

## ARTICLE II - TEACHER RIGHTS

1. Affiliation 6
2. Teacher Protection 6
3. Vacancies 6
4. Transfers 6
5. Curriculum and Inservice Development 6-7
6. Physical Examinations 7
7. Assignments and Workload 7
8. No Reprisal 7-8
9. Summer School 8
10. Disciplinary Conference 8
11. Copy Machines 8
12. Telephones 8
13. Building Access 8
14. Secure Storage Areas 9
15. Students with Medical Needs 9
16. New Teacher Institute Day 9
17. Certified Teacher Absences 9
18. Seniority 9
19. School Calendar 9

## ARTICLE III - EVALUATION AND FILES

1. Evaluations 10-11
2. Professional Development Plans 11-12
3. Remediation Plans 12-13
ARTICLE IV - LEAVES

A. Sick Leave 15
B. Religious Leave 16
C. Bereavement Leave 16
D. Unpaid Leave of Absence 16-17
   1. Sick Leave 16
   2. Combination of Leaves 16
   3. Unpaid Leave of Absence (Non-Disability) 16
      a. Application 16
      b. Conditions 17
E. Emergency Leave 18
F. Military Leave 18
G. Jury Duty 18
H. Unused Sick Leave 18
I. Family Medical Leave Act 18
J. District Emergency Sick Leave Bank Plan 18-20
   1. Establishing the Sick Leave Bank 18-19
   2. General Conditions 19
   3. Procedure for Use of Emergency Sick Leave Bank 19

ARTICLE V - SALARIES AND FRINGE BENEFITS 20

A. Method of Payment 20
B. Resignation 20
C. Extracurricular/Supplemental Duty Pay 20-22
D. Summer School 22
E. Term-Life Insurance 22
F. Fringe Benefits for Teachers Employed On or Before December 16, 2005 22-23
G. Fringe Benefits for Teachers Employed After December 16, 2005 23-24
H. Personal Injury and Liability Insurance 24
I. Tuition Reimbursement 24-25
J. Graduate Credit Leading to a Salary Adjustment Increase 25-26
K. Conferences, Workshops and Meetings, and Administrative Academies 26
L. Outside Experience 26
M. Mileage Reimbursement 27
N. Contribution to TRS 27
O. Salary 27
P. Retirement Options 28-29
Q. Internal Substitute Pay 29
R. National Board Certification 29
S. PBIS Stipend 29
T. Transcripts 30

ARTICLE VI - WORKING CONDITIONS 31

A. Safety and Cleanliness 31
ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition 34
B. Statement of Basic Principles 34
C. Procedures 35
   1. First Step 35
   2. Second Step 35
   3. Third Step 35
   4. Fourth Step 35
D. Rules for Arbitration 35

ARTICLE VIII - DURATION AND TECHNICAL CLAUSES

A. Duration of Agreement 36
B. Technical Clauses 36
C. No Strike Clause 36
D. Typing and Publishing of the Agreement 36

IN WITNESS THEREOF 36

MEMORANDUM OF UNDERSTANDING – Class Size, Planning Time, Furniture and Equipment 37

MEMORANDUM OF UNDERSTANDING – Flex Monies and Insurance 38-39
PREAMBLE

A. Parties to the Agreement

This Agreement is made and entered into by and between the Board of Education of Community Consolidated School District 46, Grayslake, Lake County, Illinois, hereinafter referred to as the "Board" and the Grayslake Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union."

B. Recognition

The Board hereby recognizes the Union as the exclusive and sole negotiating agent for all employees occupying positions for which certification is required, with respect to wages, hours, terms and conditions of employment. This Agreement excludes all personnel who are enumerated as exclusions in the Illinois Educational Labor Relations Act (IELRA).

The term "teacher," when used hereinafter in this Agreement, shall refer to all professional teaching personnel defined above in the negotiating unit.

The Union recognizes the Board as an Employer as defined in the Illinois Educational Labor Relations Act. As such, the Board shall not be required to bargain over matters of inherent managerial policy, which include such areas as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees.
ARTICLE I

UNION RIGHTS

A. Bulletin Boards

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin boards, at least one (1) of which shall be provided by the Board for each school building in the faculty room. Defamatory notices shall not be posted under this provision.

B. Faculty Mailboxes

The Union shall have the right to use faculty mailboxes for announcements relating to the conduct of the Union’s business.

C. Use of School Facilities

The Union may use the District buildings at times other than normal working hours and hours of student instruction. The Union may hold meetings the first Wednesday of each month or the first working Wednesday of the month. Unless an emergency situation arises, the Administration shall hold no meetings on these days that shall conflict. When special custodial service is required, the Board may make charge according to Board Policy.

D. School Equipment

The Union shall have the right to use school equipment at reasonable times on school premises when such equipment is not needed for District purposes. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. Central office computer equipment is excluded from this provision.

E. Dissemination of Information to the Union

On request, the Union shall be furnished for review at the District Administrative Office, all regularly and routinely prepared information concerning the financial condition of the School District, including the annual financial statement and adopted budget. In addition, the Board and the Administration shall grant reasonable requests for any other readily available information, which may be relevant to negotiations. Nothing herein shall require the Administration to research and assemble information.

Names and addresses of newly hired staff members shall be released to the Union no later than August 1st prior to -the beginning of each school term or within five (5) days of hire date, whichever occurs last.

Copies of approved Board minutes shall be emailed to the Union President through administrative channels prior to the next regularly scheduled Board meeting after which the minutes were approved.
F. **Grayslake Gate Clause**

No person shall be permitted to monitor or record by mechanical means, any Union meeting or educational activity involving teachers and students without their knowledge.

G. **Dues Deduction**

The Board shall deduct from the pay of each teacher current membership dues of the Union provided that at the time of such deduction there is in the possession of the Board a current authorization for dues deduction executed by the teacher. The amount specified shall be prorated and deducted from the teacher's paychecks commencing with the first paycheck in September and terminating with the last paycheck in May. All dues deducted by the Board shall be transmitted to the Treasurer of the Union or designee within thirty (30) calendar days of their receipt. Each teacher’s authorization shall continue in effect from year to year unless canceled by the originating teacher or until termination of employment whichever shall first occur.

H. **COPE Deduction**

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

Union dues and COPE deductions shall be mailed in separate checks.

I. **Fair Share**

1. The Board and Union recognize the rights of individuals to have freedom of choice whether they belong to the Union or not. Furthermore, it is recognized that it is the obligation of the Union to promote its benefits and services to all full-time employees covered by this Agreement but who are not members of the Union.

2. All employees covered by this Agreement who are not members of the Union shall pay to the Union, beginning with the September 15 payroll, their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Union. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member employees with their authorization and be paid to the Union, except as may be provided otherwise by law for these teachers with bona fide religious objections. The Union shall submit to the Board an affidavit which specifies the amount which constitutes said proportionate share, which amount shall not exceed the dues uniformly required of members of the Union. Employees hired after the start of the school term who are not members of the Union shall begin deduction of Fair Share payments within thirty (30) days of initial employment.

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

J. Union Business

In the event that the Union desires to send representatives on business pertinent to Union affairs, said requests shall be considered for approval, provided:

1. Written request for leave has been approved by the Superintendent.

2. Such requests shall not exceed four (4) school days per year.

3. The District shall pay for up to four (4) school days of substitutes per year for the Union President or his/her designee.

4. The frequency is not to impair the quality of classroom instruction.

K. Mutual Communications

Upon request by either party, the Union President and the Superintendent shall discuss matters relating to the implementation of this Agreement, individual building working conditions, and other subjects that may be relevant to both parties.

L. Union President Release Time

The Union President shall be granted release time of twenty (20) workdays without deduction in pay for the purpose of conducting in-District Union business. Administrative requests for attendance of Union Representation at specific meetings shall not be deducted from the allocated days. Further, if a meeting is disciplinary in nature, and a teacher has requested representation, these meetings shall not be deducted from the allocated days. In the event there are unused days at the end of the school year, up to five (5) unused days may be carried over to the next school year to a maximum of twenty-five (25) days. The Superintendent may grant additional days without precedential effect.

M. Leadership Liaison

1. Building Leadership Liaison

Each building shall establish a Building Leadership Liaison Committee composed of union members as appointed by the Union President and one (1) or more building administrator(s) and/or designees. Unless mutually agreed otherwise, said Committee shall meet at least once per calendar month, September through May, to review matters relevant to the operation of the building and recommend constructive solutions to problems. Each meeting shall include an agenda that will be mutually agreed upon by both parties and shared with committee members no less than twenty-four (24) hours in advance of the scheduled meeting indicating the items the parties wish to discuss. Unresolved items from the Building Leadership Liaison Committee may be referred to the District Leadership Liaison Committee, the Superintendent and/or designees. The schedule for the Building Leadership Liaison meetings shall be established and posted by no later than May of the preceding school year.
2. District Leadership Liaison

A District Leadership Liaison Committee shall be composed of union members appointed by the Union President. Such Committee shall have the right to meet with the Superintendent and/or designees to discuss matters relevant to the operation of the school district and recommend constructive solutions to problems. Said Committee shall meet at least four (4) times during the school year, unless mutually agreed otherwise. Each meeting shall include an agenda that will be mutually agreed upon by both parties and shared with committee members no less than forty-eight (48) hours in advance of the scheduled meeting indicating the items the parties wish to discuss. The schedule for the District Leadership Liaison meetings will be established and posted by no later than April of the preceding year.
ARTICLE II

TEACHER RIGHTS

A. Affiliation

Teachers shall be free to join or not to join any organization representing teachers without interference or penalty. Teachers shall not be encouraged or discouraged by the Board to join any Union.

B. Teacher Protection

Any complaint by a parent deemed to be of serious nature by the Building Principal shall be communicated to the teacher(s) toward whom the complaint was directed within a reasonable time, normally not to exceed two (2) school days.

C. Vacancies

1. The Board shall post in the teachers' lounges or other agreed areas notice of vacancies existing in all staff positions for the following year as they occur. Should vacancies or new positions be created after the school term is terminated, teachers who provide the Board with a written request specifying the positions in which they are interested shall be given written notice of such openings by the Superintendent at an address provided by these teachers. If the teacher provides an e-mail address, notification shall be by e-mail rather than by letter.

2. Any teacher wishing to be considered for building, subject, or grade level transfers or positions, must notify the Office of the Superintendent in writing within seven (7) calendar days of the posting of the position. During the summer months, such requests shall be made within five (5) calendar days of the mailing of such notice. The teacher must include their reasons for the transfer or promotion and the school and/or positions desired.

D. Transfers

1. Transfers shall occur only after volunteers are considered first.

2. When a reduction in sections or an elimination of a position, within or between buildings, necessitates an involuntary transfer of more than one teacher (i.e., There is a loss of a position in fourth grade and an opening in second grade; the administration desires to move a fourth grade teacher to third grade and a third grade teacher to second grade.), the union and all affected teachers must be consulted beforehand.

3. Conditions listed above do not preclude Administration from transferring a tenured or non-tenured teacher who is agreeable to said transfer.

E. Curriculum and Inservice Development

Teachers shall have an opportunity to become involved in the area of curriculum development and instruction, inservice training and selection and adoption of educational materials. Adoption and approval of all policies and programs in curriculum shall be at the sole discretion of the Board.
Vacancies for positions on established or newly formed curriculum committees shall be posted in the teachers’ workroom of each attendance center and emailed to teachers, at least seven (7) teacher attendance days prior to the appointment of staff to those committees. Teachers desiring an appointment to a committee shall advise their respective principal in writing of their application for appointment. The principal shall email teachers and post the committee appointments in the teachers’ workroom within seven (7) calendar days of the date on which appointments are made. All appointments shall be at the sole discretion of the administration.

Teachers (including classroom, special education, specialists and other supporting staff) who are creating curriculum shall be given time during the contractual day or if participating on a curriculum or inservice committee that meets outside of the school day shall be paid at the hourly rate according to Article V, D, Summer School. Curriculum and inservice development will be a collaborative effort between the administration and staff previously specified. Prior to the implementation of any new curriculum or units developed, the actual implementers of the curriculum will be given time to review and provide feedback on the proposed curriculum or inservice. If preapproved curriculum or inservice work is necessary during the summer months, compensation shall be paid at the hourly rate according to Article V, D, Summer School.

F. Physical Examinations

If a medical examination is required by the Board at a time other than regular examination periods, specific reasons shall be given to the teacher for requiring such examination and the Board shall bear the cost of the examination.

G. Assignments and Workload

All teachers shall be given written notice of their assignments for the forthcoming year no later than May 15th of the preceding school term. In the absence of such notice, the teacher shall assume the same assignment as that held in the preceding school year. Should previously unforeseen situations create the necessity of a change in assignment, the teacher shall be notified of such change in assignment as possible, but not later than fourteen (14) calendar days after such change. If a teacher feels a change in assignment is unjust or unnecessary, the teacher shall have the right to confer with the Building Principal and/or Superintendent.

Each teacher shall have access to a list of all students with IEPs, 504s or ELL categorization assigned either to his/her classroom or workload no later than seven calendar days prior to the start of the school term, or two school days after the student is so assigned after the start of the school term and the IEP, 504, or ELL categorization becomes available. Teachers shall also be given other paperwork such as IEP at a Glance or 504 at a Glance documents at the same time. Furthermore, reasonable effort shall be made to allot time during the first two days of teacher attendance for special ed, general ed, and ELL teachers to meet in order to discuss students with IEPs, 504s, and ELL categorizations.

During the school year, teachers shall be given notice of new student assignments as soon as possible after the administrator makes such determination.

H. No Reprisal

There shall be no reprisal by the Administration or the Board toward any member of the faculty for legal Union activities. The Board shall not discriminate against any teacher with respect to conditions of employment by reasons of his/her Union membership or his/her
participation in negotiations with the Board, nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint or proceeding under this Agreement. The Board of Education will expect that non-Union members will not be treated in a discriminating manner by those who are members of the Union. There shall be no reprisal or discrimination by the Union toward any member of the faculty for participation or non-participation in the above stated activities.

I. **Summer School**

If the Board conducts a summer school program, teachers shall be notified by posting in teachers’ lounges and email of anticipated opportunities in the summer school by May 15, and from time to time thereafter as new information becomes available. Where possible, classroom teachers from the District, qualified and experienced in the subject matter, shall be hired to teach summer school.

Summer school coordinators shall be hired by January 15 whenever the Board conducts a summer school or ESY program.

J. **Disciplinary Conference**

1. Prior to any suspension, the teacher charged shall be notified in writing of the charges by the Superintendent or Assistant Superintendent at least one (1) day prior to a meeting with the Superintendent. The teacher charged shall have the right to explain or rebut the charges at a meeting with the Superintendent. Following this conference with the Superintendent, the teacher shall have the right to a hearing with the Board of Education relative to the charges underlying his/her suspension.

2. In such conferences, the teacher shall have the right to have a representative of his/her choosing.

K. **Copy Machines**

The Board of Education has the responsibility for the operation and equipping of school facilities. The Board of Education will make a diligent effort within the financial ability of the School District to maintain a reasonable number of copy machines in appropriate locations in each of the school buildings.—Teachers shall report issues with the copy machines via the tech help desk system and receive notice of the anticipated timeline for resolution. In the event that copiers are unavailable due to mechanical issues, the union and building principal will consult on the means on completing essential copying jobs until such time as the staff copier(s) is(are) functioning.

L. **Telephones**

The Board of Education has the responsibility for the operation and equipping of school facilities. The Board of Education will make a diligent effort within the financial ability of the School District to maintain a reasonable number of telephones in appropriate and reasonably private locations in each of the school buildings. Teacher input and suggestions are encouraged and may be made in writing to the building administrator.

M. **Building Access**

The Board of Education will make a diligent effort within the financial ability of the School District to provide reasonable access to school buildings during non-work hours.
N. Secure Storage Areas

The Board of Education will make a diligent effort within the financial ability of the School District to provide secure storage areas for teachers’ personal effects in each school building.

O. Students with Medical Needs

Other than Epi pens and AED machines, no teacher, except a certified school nurse or non-certified registered professional nurse, shall be required to administer medication to a student. Training will be provided to all teachers regarding the use of Epi pens and AED machines.

P. New Teacher Institute Days

Two week days shall be scheduled for the purpose of new teacher institute days of which time will be allowed for introduction to the district’s technology and equipment, individual teacher classroom preparation, introduction to the Union, the Illinois Federation of Teachers’ New Member and Professional Partner Program, if available, and District Office explanation of employee benefits. Teachers will not receive compensation in addition to their normal salary in the Collective Bargaining Agreement for attendance at New Teacher Institute Days.

Q. Certified Teacher Absences

All reading, ELL, and resource teachers shall have a substitute in their absence. All certified staff must enter their absences in the District’s substitute system.

R. Seniority

For purposes of determining a teacher’s seniority, the date of hire will be determined as follows:

A current teacher’s date of hire will be the date of the teacher’s acceptance of the district’s conditional job offer.

For all current teachers for which the date of teacher’s acceptance cannot be determined, the teacher’s date of hire will be the date listed on the district’s seniority list. In case of a tie, a random method, agreed to by the Superintendent and Union President, will be used to break the tie.

For all teachers hired after June 30, 2014, the teacher’s hire date shall be determined by the date and time of the acceptance of the District’s conditional job offer.

S. School Calendar

The Administration shall consult with the Union and make a reasonable effort to agree upon a recommendation for the following year’s calendar prior to the Administration’s recommendation to the Board of Education.
ARTICLE III

EVALUATION AND FILES

A. Evaluations

1. Evaluations of certified teaching staff shall be done by administrators who meet state requirements. Such a qualified administrator is hereinafter referred to as “evaluator.”

2. The Administration shall acquaint new teachers with the evaluation procedures, standards and instruments to be used by September 15th. Within thirty (30) school days after the start of the school term, the Administration shall advise teachers as to who shall be their primary evaluator to observe and evaluate performance. When buildings share teachers, all administrators involved will collaborate to formulate one overall final evaluation report. Other administrative personnel within the school district may be invited by an administrator or the staff member to give input into the evaluation. Their comments shall be attached to the staff members’ evaluation instrument. The actual conferences and the final report will be completed by the primary evaluator.

3. Each year, certified teachers shall come up with goals related to their professional growth. There is no magic number of goals. At least one of your goals should pertain to a school goal. The school improvement plan is available in your staff handbook. The goals should be focused on student learning and growth. All goals should be measurable and observable.

4. The actual evaluation cycle shall be: Non-tenured teachers shall be formally evaluated annually. Every effort shall be made to conduct at least one (1) formal observation prior to November 30 and at least one (1) formal observation to be completed by March 1. Teachers in contractual continued service (tenured) shall be formally observed at least one (1) time in the course of every two (2) school years. However, notwithstanding the foregoing, a school principal may formally observe any teacher within a school during his or her first year as principal of such school.

5. When an evaluator plans to visit a teacher for the purpose of a formal observation, the evaluator shall notify the teacher at least one (1) week before the visitation. A Pre-Observation form is to be completed by the teacher prior to each formal classroom observation to help the teacher and supervisor determine the primary focus of the observation. A pre-observation conference will be held. A formal observation for the purpose of evaluation shall be defined as an observation of not less than forty-five (45) continuous minutes or a time period as otherwise permitted by law or regulation. No observation shall take place on the day immediately following or preceding a recognized school holiday. The results of any informal observation(s) shall also become part of the formal evaluation. The evaluator shall make his/her presence known to the teacher upon entering the classroom or work area. The evaluator will record performance information gathered during the formal observation. After the observation, the teacher will complete a Post Observation Reflection to be submitted two days prior to the post-observation conference. The teacher will complete the Self Evaluation Summary form to bring to the post-observation conference.

6. Following each formal observation, the evaluator shall complete a written evaluation of the observation. Within ten (10) school days of the observation, the evaluator shall hold a conference with the teacher to discuss the findings of the observation. Information discussed in the post observation conference will reflect the evaluation criteria included in
this document. The evaluation conference shall include a discussion of the draft of the written evaluation including strengths and weaknesses, and the evaluator shall identify deficiencies in the teacher's performance and recommend and provide remedial help when appropriate.

7. Within fifteen (15) school days of the observation, the principal will furnish the teacher with a final copy of the written evaluation. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.

8. If the teacher feels his/her formal written evaluation is incomplete, inaccurate or unjust, the teacher may put his/her disagreement(s) in writing. Both the teacher and evaluator shall date and sign all copies of the written disagreement(s). The signature of the evaluator shall not necessarily indicate agreement with the written response(s), but rather shall indicate that the evaluator is in receipt of a copy of the written response(s). A copy of the written response(s) shall be attached to the written evaluation. Any written response must be within thirty (30) school days of the evaluation conference.

9. If a tenured teacher receives an overall "Needs Improvement" performance rating, within five (5) school days, he/she may request one follow-up formal observation. This formal observation shall take place within fifteen (15) school days from the date of the request. The information received from the follow-up formal observation will be considered along with the previous informal and formal observations in determining the teacher's summative performance rating.

10. A copy of all formal written evaluations and any attached written response(s) shall be placed in the teacher's official personnel file.

11. The evaluator or other appropriate administrator shall advise the non-tenured teacher following the second or final evaluation of the probability for continued employment.

12. Each teacher who is evaluated in a given year, whether tenured or non-tenured, shall receive one (1) summative rating for that school year without regard to the number of evaluations and/or evaluation observations which occur. The summative rating shall be issued no later than March 1 for non-tenured teachers, and no later than June 1 for tenured teachers. This shall not apply to teachers under a professional development plan or remediation plan.

B. Professional Development Plans

Within 30 school days after the summative evaluation of a tenured teacher has been reduced to writing resulting in a rating of "Needs Improvement," a professional development plan designed to correct the areas identified as needing improvement will be developed by the evaluator, in consultation with the teacher rated as needing improvement.

1. The professional development plan period will customarily be in effect until the teacher's next evaluation.

2. In the year following a tenured teacher's rating of "Needs Improvement," the evaluator shall conduct a final evaluation of the teacher with a rating given prior to seventy-five (75) days before the last day of school.
3. A teacher who fails to complete the professional development plan with an evaluation rating of “Proficient” or better shall be placed on a remediation plan.

C. Remediation Plans

Timeline:

Within 30 calendar days after the summative evaluation of a tenured teacher has been reduced to writing resulting in a rating of “Unsatisfactory,” a remediation plan designed to correct the areas identified as unsatisfactory will be developed and initiated by the evaluator, the teacher, and consulting teacher.

1. The remediation plan shall provide for mid-point and final evaluations and ratings to occur during the 90-school day remediation period.

2. The mid-point and final evaluations and ratings shall be conducted by a qualified Administrator.
   a. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but on or before July 15. Such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.
   b. When a quarterly evaluation schedule requires an evaluation after the close of the school year, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after student attendance commences in the following school year.
   c. Failure to strictly comply with the timeliness for the required evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.

3. The remediation plan shall provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the one year Remediation Plan by receiving a “Proficient” or better rating. The biennial schedule will be immediately reinstated if the deficiencies are satisfactorily remediated prior to the year’s end.

4. The consulting teacher shall be informed, through a conference with the evaluator and the teacher under remediation, of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under a remediation plan. Any teacher who fails to complete the 90-school day remediation plan with a “Proficient” or better rating shall be dismissed in accordance with Section 24-12 of The School Code.

Participants:

Participants in the remediation plan shall include, the teacher deemed unsatisfactory, an evaluator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory or other persons representing the teacher’s interests.

Consulting Teachers:

1. A teacher shall be eligible to work as a "consulting teacher" provided the teacher meets the following criteria:
   
   (a) Is a teacher as defined by this Agreement
(b) Has at least five (5) years of teaching experience.

(c) Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant.

(d) Has received a "Superior" prior to 2012-2013 or an "Excellent" on his/her most recent evaluation.

2. The Board shall furnish the Union with a roster of all teachers qualified as consulting teachers and shall update such roster from time to time as names are added or deleted. The roster shall include the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, the Union shall submit to the evaluator a roster of at least five (5) qualified teachers or all such qualified teachers if that number is less than five (5). The evaluator shall choose the consulting teacher from the roster submitted by the Union. Should the Union fail to submit a roster within ten (10) school days of receipt of request for such roster, then the evaluator may select the consulting teacher, provided however that the selected consulting teacher is not a newly eligible teacher that was unknown to the Union.

Participation in this plan by the consulting teacher shall be voluntary. A consulting teacher may withdraw at any time without penalty. Written notification of withdrawal is required.

If the consulting teacher becomes unavailable during the course of the remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.

Where no consulting teacher is available, the District shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements.

3. Consulting teachers shall be compensated by stipend and/or release time appropriate to the anticipated extent and nature of such consultation. The amount and nature of such compensation shall be as agreed between the Board, the Union and the consulting teacher.

4. The Board shall hold harmless consulting teachers from any legal liability arising from the performance of their responsibilities as consulting teachers.

The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.

D. Personnel Files

1. The Board shall maintain one (1) official individual personnel file for each member of the teaching staff. The location of such file shall be made known to all parties involved. Materials legally designated as confidential which were submitted in application for employment shall be excluded from review by the teacher.

2. All certified staff members shall have on file a complete and up-to-date transcript of all college work. Transcripts for advanced college work shall be filed on or before September 30th if consideration for salary advancement is requested for that year.
Transcripts received after September 30th, but on or before January 30th of any school year, shall allow for credit on the salary schedule to be one-half (1/2) the total amount.

3. No person(s) shall remove any material from a teacher’s individual personnel file without the expressed written consent of both the Superintendent and the teacher.

4. A teacher shall have the right to copy any material in his/her individual personnel file.

5. Any document in the personnel file of a teacher shall be signed by the person placing such document in the file. In addition, each teacher shall be given the opportunity to acknowledge that document has been placed in the teacher’s personnel file by signing such document.

6. The teacher shall have the right to attach and place therein written reactions to the contents.

E. Grievability

Any grievance filed relative to evaluations shall be limited to violations of the specified language and procedures as outlined in Sections A, B, and C above. All other aspects of evaluation shall not be grievable.
ARTICLE IV

LEAVES

A. Sick Leave

Each regular full-time teacher shall receive a sick leave allowance of sixteen (16) days per school year for personal and family illness. A part-time teacher shall be entitled to an appropriate proration of the sick leave allowance accorded to the regular teacher. Any unused portion of annual absence thus allowed shall accumulate to a maximum of three hundred forty (340) days measured at the end of any teaching year.

Sick leave shall include absence caused by injury, personal illness, quarantine at home, or serious illness or death in the immediate family or household.

Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians of the employee.

If a teacher’s accumulated sick leave has been exhausted, the deduction for each additional day of lost teaching time shall equal the teacher’s daily salary rate based on the number of days in the current school year.

Of the sixteen (16) Sick Leave days per school year, three (3) may be used as personal leave days, but shall be accumulated as sick leave days. The purpose of personal leave days is to conduct business, which cannot be conducted outside of the work day. The conditions under which personal leave shall be granted are:

1. Prior notification to the Principal.

2. No more than eight percent (8%) of the faculty can use a personal day on a given day.

3. Personal leave shall not be customarily honored on the following school days: testing weeks, Parent-Teacher Conference Days, Back to School Night, or immediately preceding or following a school holiday without the prior approval of the Superintendent or Assistant Superintendent.

Starting with the 2008-2009 school year, the maximum allowance for accumulated unused sick leave shall be three hundred forty (340) days. Any teacher, who as of the 2008-2009 school year has accumulated more than three hundred forty (340) days shall retain such additional days. Teachers who have met the three hundred forty (340) day maximum allowance threshold shall in subsequent years receive their annual sick/personal leave allotment which shall not accumulate if unused.
B. Religious Leave

Teachers shall be allowed to use up to two (2) sick leave days with pay per year for required observance of a recognized religious holiday of the teacher’s faith, when such observance is not possible outside of working hours. The teacher shall notify the Principal of intended use of sick leave under this Section at least two (2) school days prior to such use, and shall include the holiday for which the day or days shall be used.

C. Bereavement Leave

Bereavement Leave of up to five (5) days with pay and without loss of sick leave shall be granted for each death in the immediate family. Immediate family shall be defined to be the same as described in The School Code (parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians) while also including daughter-in-law’s, son-in-law’s. Bereavement Leave of one (1) day with pay and sick leave deduction shall be granted for each death of nieces, nephews, aunts, uncles, and grandparents-in-law. The Superintendent at his/her discretion may grant additional bereavement leave upon such terms and conditions as determined by the Superintendent.

D. Unpaid Leave of Absence

1. Sick Leave

Sick leave shall not be applicable during the period of any unpaid leave of absence, except as expressly provided herein.

2. Combination of Leaves

A teacher may take sick leave followed by an unpaid leave of absence (non-disability) as long as the latter leave is taken in accordance with Section 3a. and 3b. below.

3. Unpaid Leave of Absence (Non-Disability)

   a. Application

      (1) A teacher who wishes to take an unpaid leave of absence from the district for a purpose other than disability shall make the request of the Superintendent or designee sixty (60) days prior to the onset of the requested leave. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. “School term” is defined as that portion of the school year when school is in session.

      (2) Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of custody. This section shall not apply if the adopted child is six (6) or more years of age at the time the child is received.
b. **Conditions**

The granting of any unpaid leave of absence other than disability will be conditioned on the following:

(1) The ability of the Superintendent or designee to maintain the continuity of instruction. The Superintendent or designee shall consider pertinent time factors (e.g., grading periods) and the needs of the teacher, including medical-related factors.

(2) The Superintendent or designee and the teacher agree on the dates of commencement and termination of the leave. Every effort shall be made to have the leave (or contiguous sick leave) begin and end prior to the start of a new school term.

c. The granting of the leave is discretionary with the Superintendent or designee. The granting of a leave shall be without precedential effect.

d. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

e. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District’s Business Office or elsewhere pursuant to its discretion.

f. Any teacher who has been employed ninety (90) or more school days in a school year shall be entitled to the CBA salary increase for the following year of work.

g. In all instances where a teacher is granted an unpaid leave of absence (non-disability) of eight (8) calendar months or more, as a condition thereof, he or she shall advise the Superintendent or designee in writing no later than March 15th prior to the termination of such leave that he or she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by the preceding sentence shall constitute an election not to return to employment and resignation from the District.

h. An unpaid leave of absence (non-disability) may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status. The granting of an unpaid leave of absence (non-disability) to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefor.

i. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.
E. **Emergency Leave**

Current Sick Leave Personal Days are to be used prior to requesting Emergency Leave Days. If an emergency occurs when Personal Leave Days are not available, then the Superintendent is authorized to grant Emergency Leave days based upon necessity. In the event that previously used Personal Leave Day(s) are determined to have been used for an emergency, after all Personal Leave Days have been exhausted, additional Personal Leave Day(s) shall be granted. The granting of such leave shall not affect the salary or sick leave status of the employee.

F. **Military Leave**

Time necessary for personnel called into temporary active duty with any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, shall be granted. If the employee does not reimburse the District, the salary to be paid for each such day shall be computed by taking the normal daily salary and deducting therefrom the amount the employee was paid for military duty for that day.

G. **Jury Duty**

The employee who serves a term of jury duty shall reimburse the District the per diem amount received for jury duty (exclusive of any mileage reimbursement). The employee shall receive the full amount of his salary. This method allows for the amount of total salary listed for the Illinois Teachers' Retirement System not to be reduced.

If the employee does not reimburse the District, the salary to be paid for each such day shall be computed by taking the normal daily salary and deducting therefrom the amount the employee was paid for jury duty for the day.

H. **Unused Sick Leave**

Each teacher with at least five (5) years’ service in the District, who is leaving the District, voluntarily or is the subject of a reduction in force, shall be paid fifty percent (50%) of the regular substitute teacher’s daily pay for each unused Sick Leave day accumulated during the teacher’s last five (5) years in the District. Alternatively, a teacher who is retiring may elect such compensation only for those days above the number the teacher chooses to use for ITRS service credit. Such payment shall be made no later than September 15 of that calendar year so as not to have the payment recognized as ITRS creditable earnings.

I. **Family Medical Leave Act**

The District shall abide by the terms of the Family Medical Leave Act.

J. **District Emergency Sick Leave Bank Plan**

1. **Establishing the Sick Leave Bank**

Each new teacher may become a member of the Emergency Sick Leave Bank by donating one (1) sick leave day to the Bank and by submitting to the Superintendent’s Office an Emergency Sick Leave Bank Enrollment form no later than September 15 of that school year. Current teachers who are not members of the Emergency Sick Leave Bank
Bank may become members by donating one (1) sick leave day to the Bank and by submitting to the Superintendent's Office an Emergency Sick Leave Bank Enrollment form no later than September 15 of that school year. Teachers may voluntarily donate an additional sick leave day to the Bank at any time of their choosing.

Within fourteen (14) days of a request, the Superintendent shall provide to the Union President in writing an updated balance for the Emergency Sick Leave Bank inclusive of days donated by each member and a copy of each Emergency Sick Leave Bank Enrollment form submitted during that school year.

The Union President and Superintendent shall be responsible for maintaining their own databases for Member Teacher contributions and total sick leave days. At the request of either the Union President or the Superintendent, the two will meet periodically to compare data and confirm sick leave bank totals.

The Union shall establish an Emergency Sick Leave Bank Committee which shall be composed of the Union President and one representative teacher from each building and whose purpose will be to determine the dispensation of sick leave days when a request is made by a Member Teacher. The Union President will not have a vote unless for the purpose of breaking a tie.

2. General Conditions

If the Emergency Sick Leave Bank falls below twenty (20) days, each Member Teacher will again volunteer at least one (1) day in order to maintain membership in the Emergency Sick Leave Bank. Any sick day donated will be non-refundable.

Upon depletion of all his/her sick leave and personal leave days, a Member Teacher may make application to use the Emergency Sick Leave Bank days. Emergency Sick Leave Bank days will only be approved for catastrophic illness, accident, prolonged illness, or other circumstances as determined by the Union that may affect the teacher.

The maximum number of days drawn by any participating Member Teacher shall be up to twelve (12) days per incident in any one (1) school year.

3. Procedure for Use of Emergency Sick Leave Bank

Any participating Member Teacher will be entitled to draw from the Emergency Sick Leave Bank provided the following three (3) conditions are met:

a. The participating Member Teacher has met the requirements under B. above.

b. The participating Member Teacher shall produce a Licensed Medical Doctor's certificate as proof of need to the Union president.

c. The participating Member Teacher has been absent more than five (5) consecutive work days in connection with the same illness and/or incident. Exceptions such as chemotherapy treatment, renal dialysis, etc., will be approved at the discretion of the Union.

Any participating Member Teacher who has used the maximum number of Emergency Sick Leave Bank days will again be eligible to use the Emergency Sick Leave Bank after conditions 1-3 above are met for a second illness within the same school year. However, the five (5) day waiting period referenced in 3.c. will be waived.

If an illness carries into the next school year, conditions 1-3 must be met again before the individual is eligible to use the Emergency Sick Leave Bank again.
ARTICLE V

SALARIES AND FRINGE BENEFITS

A. Method of Payment

1. Teachers shall be paid on the fifteenth (15th) and the thirtieth (30th) of each month. When the fifteenth (15th) or thirtieth (30th) falls on a school holiday or a day when school is not in session, payroll checks shall be available on the last regular school day prior to the holiday or end of school term.

   Each teacher who during the 2007-2008 school year received his/her salary in twenty (20) pay periods, (September through June), may continue to do so until such time as they elect to receive their salary in twenty-four (24) payments. Once the twenty-four (24) pay period is selected, teachers may not revert to the twenty (20) pay period plan and will be paid via direct deposit only. Teachers employed as of the 2004-05 school year may at any time select direct deposit.

   The District shall provide teachers who are eligible to continue receiving their salary in twenty (20) payments with a Salary Election Form and instructions at least fifteen (15) days prior to the first day of the school year. The salary payment election shall remain in effect from year to year or until the teacher changes his/her salary payment election for a subsequent year by filing a new Salary Election Form. Teachers must make their salary payment election prior to the start of the first day of the school year. In no event shall the salary payment election of a teacher be changed after the start of the first day of the school year.

   All other teachers shall be paid over twenty-four pay periods (September through August) and via direct deposit.

2. Teachers are responsible for providing payroll documentation such as fringe benefits selection, state and federal withholding statements, retirement forms and Social Security data within seven (7) working days after initial employment.

3. The District shall provide each teacher with his/her salary schedule step and column placement no later than the first contractual work day of each school term.

B. Resignation

Teachers who resign during the school year shall be paid for the period of actual employment. The amount due the teacher shall be paid not more than fifteen (15) days after termination of employment.

C. Extracurricular/Supplemental Duty Pay

If the Board of Education determines that an extra-curricular.supplemental duty program is to be developed and implemented for the upcoming school year, the Board recognizes that teachers shall have an opportunity to become involved in the planning of such programs. Adoption and approval of such programs shall be at the sole discretion of the Board annually. Teachers shall request in writing to the superintendent for approval of
extracurricular/supplemental duties not listed in the chart; if approved, such approval shall be issued in writing.

Coaches and other extracurricular/supplemental duty personnel shall be paid in one (1) payment at the end of their season and/or activity upon filing a certificate of completion with the building principal. Any extracurriculars/supplemental duties not listed in the Extracurricular/Supplemental Duty Pay Chart as well as any hourly events/work, including but not limited to, Saturday Detention, Saturday School, Building-Wide After School Detention Proctor, Friday Night Out Supervisors, Intramurals/Activities Supervisors, Principal Designee (as assigned), Homework Club, Newspaper, Job Alike Mentor and event work at Fine Arts/Sports Events shall be paid at the following hourly rate:

2017-2019
$17.61

Extracurricular/Supplemental Duty Pay Chart

**Group I**
Basketball
Wrestling
Drama (per show, max 2)
Science Olympiad
Activities Director (per season, max 3)

**Group II**
Cross Country
Soccer
Volleyball
Softball
Track

**Group III**
Intramurals Coordinator (Frederick)
Cheerleading
Service Club
Student Council (Grades 5-8)
Junior Beta
Scholastic Bowl
Band Director
Choral Director 5-8
Math Club

**Group IV**
Intramurals Coordinator
Student Council (Grades K-4)
Friday Night Out Coordinator
Team Facilitator
District Fine Arts Team Leader
Kickoff Camp (Frederick School)

**Group V**
Yearbook
Talent Show (District)

**Group VI**
Science Olympiad Events Coaches (maximum 8 events)
Spelling Bee (per building)
<table>
<thead>
<tr>
<th>Group Rates</th>
<th>2017-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$3,498</td>
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<tr>
<td>Group II</td>
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<tr>
<td>Group III</td>
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<td>$1,401</td>
</tr>
<tr>
<td>Group V</td>
<td>$1,050</td>
</tr>
<tr>
<td>Group VI</td>
<td>$524</td>
</tr>
</tbody>
</table>

**Assistant Coach or Assistant Activity Head Salary:**

1st and 2nd Year: 70% of Head Coach or Activity Head

3rd or More Years: 80% of Head Coach or Activity Head

**D. Summer School**

If the Board conducts a summer school program or extended school year (ESY), summer school and ESY teachers shall receive all wages earned by June 30 in a June 30 paycheck, and the remainder of their wages on the first payday falling on or after the last day of summer school. The hourly pay for summer school and ESY shall be thirty dollars and fifty cents ($30.50) in the summers of 2018 and 2019.

The Summer Coordinator position shall be paid eight thousand one hundred sixteen dollars ($8,116) in 2017-2019. The special Programs (ESY, Pre-K) Summer coordinator position shall be paid the lesser of eight thousand one hundred sixteen dollars ($8,116) in 2017-2019 or an amount equal to the administrative cost limitation applicable to the grants funding the special programs. The salary amount shall be provided when the positions are posted.

**E. Term-Life Insurance**

The Board shall provide each teacher with a fifty thousand dollar ($50,000) term-life insurance policy. Teachers who retire or who are on leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under the policy.

**F. Fringe Benefits for Teachers Employed On or Before December 16, 2005**

The Board shall make available group major medical insurance. The Board may change carrier(s), if the coverage remains substantially the same, after consulting with the Union.

1. The Board shall maintain a cafeteria plan for all teachers employed on or before December 16, 2005, which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment. Each teacher shall have overall compensation defined as their compensation on the appended Salary Schedule(s) plus six thousand two hundred and ninety-two dollars ($6,292). To receive the flex amount, a teacher must maintain the health coverage selected at the time of execution of this Agreement. Teachers selecting only dental insurance may elect to discontinue such coverage. Any teacher, who as of the 2005-06 school term has selected coverage in excess of single coverage (e.g. single + one, single + spouse, family, etc.), will continue to receive over the life of this Agreement either $6,292 in flex or 100% HMO single and dental coverage whichever is greater.
2. A teacher may annually contribute any amount to the plan, not to exceed such other amount up to the limit imposed by applicable provisions of the Internal Revenue Code or Internal Revenue Service rule or regulation in any plan year. Such payments are to be deducted from the teacher’s compensation along with deduction of contributions to the Illinois Teachers’ Retirement System, which may be required on such cafeteria plan payments. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

   a. premiums for the health, dental, disability and life insurance that is provided by the Board;

   b. reimbursement for qualified dependent care assistance as defined in Section 129 of the Internal Revenue Code;

   c. reimbursement for the cost of medical, dental and eye care, as defined in Section 213 of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the teacher, the teacher’s spouse and/or the teacher’s dependents.

3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided by the regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

4. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher’s salary payments during the plan year unless otherwise specified.

5. Claims for reimbursement may be submitted monthly, unless the Agreement with the plan administrator provides for submission of claims on a frequency more often than monthly. Claims for reimbursement must be for services received during the plan year.

6. Part-time teachers shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

G. Fringe Benefits for Teachers Employed After December 16, 2005

The Board shall provide group major medical insurance. The Board may change carrier(s), if the coverage remains substantially the same, after consulting with the Union.

1. Teachers shall be provided either one hundred percent (100%) Board paid single HMO medical and dental coverage or ninety-five percent (95%) Board paid single PPO medical coverage and fifty-five percent (55%) Board paid single PPO dental coverage.

2. A teacher may annually contribute any amount to the plan, not to exceed such other amount up to the limit imposed by applicable provisions of the Internal Revenue Code or Internal Revenue Service rule or regulation in any plan year. Such payments are to be deducted from the teacher’s compensation along with deduction of contributions to the Illinois Teachers’ Retirement System, which may be required on such cafeteria plan payments. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

   a. premiums for the health, dental, disability and life insurance that exceed those provided by the Board;
b. reimbursement for qualified dependent care assistance as defined in Section 129 of the Internal Revenue Code;

c. reimbursement for the cost of medical, dental and eye care, as defined in Section 213 of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the teacher, the teacher’s spouse and/or the teacher’s dependents.

3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided by the regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

4. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher’s salary payments during the plan year unless otherwise specified.

5. Claims for reimbursement may be submitted monthly, unless the Agreement with the plan administrator provides for submission of claims on a frequency more often than monthly. Claims for reimbursement must be for services received during the plan year.

6. Part-time teachers shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

H. Personal Injury and Liability Insurance

A teacher who is absent from school as a result of a personal injury arising out of and in the course of his/her employment and who receives Worker’s Compensation benefit payments may elect to receive 1/3 of his/her regular pay in addition to any Worker’s Compensation payments received by the teacher. In the event of such an election, the teacher will be charged 1/3 of a sick leave day for each day of absence while on Worker’s Compensation leave. Once a teacher who has not submitted his/her notice of intent to retire exhausts accumulated sick leave days, he/she will no longer receive any payments of salary from the Board after the termination of Worker’s Compensation leave. A teacher who has submitted his/her notice of intent to retire and who has exhausted his/her sick leave will continue to receive the payment of 1/3 of his/her salary from the Board until the termination of Worker’s Compensation leave or the effective date of retirement, whichever is sooner.

I. Tuition Reimbursement

The Board shall reimburse the cost of graduate course tuition, including all required textbook fees, up to two thousand two hundred dollars ($2200) per teacher per school year and not to exceed one hundred ten thousand dollars ($110,000) per school year. In the event, the yearly amount budgeted for professional growth is exceeded by claims, the following calculation will serve to determine the percentage reimbursement per teacher’s total claim.

\[
\text{(appropriate yearly amount) /total professional growth dollar claims} = \frac{\%}{\%}
\]

Multiply the percentage calculated above by each teacher’s total claim amount.

Individual courses to be taken for credit leading to a salary adjustment would be pre-approved by the Superintendent unless the person was in a pre-approved course of study which would lead to a graduate degree in an educational field of study or a field of study related to the teacher’s assignment and/or responsibilities with the District in which case it is understood all courses related to the graduate degree are approved.
A salary adjustment for professional growth will be given for coursework pre-approved by the Superintendent according to the following limitations:

1. Up to forty (40) semester hours beyond the Bachelor's Degree, or completion of a Master's Degree, whichever comes first.

2. Up to forty (40) semester hours beyond the Master's Degree, or completion of a Doctoral Degree, whichever comes first.

3. Coursework (hours) earned prior to the implementation of the 1984-85 Agreement shall not be included in the forty (40) hours.

4. Other than Pass/Fail courses, all graduate hours receiving a grade of “B” or better shall be approved for a salary adjustment; Pass/Fail course(s) must receive a grade of “Pass.”

5. Any teacher taking graduate coursework in a recognized institution of higher learning shall have the use of the District copier, at no charge, to copy a paper that is original to the teacher.

6. Teachers must submit a transcript or grade card no later than September 15 of a school year to receive reimbursement for any coursework which concludes on or before August 31 of that school year. Reimbursement shall be issued by the first pay check date in October.

7. Tuition reimbursement shall only occur if classes are taken from the list of approved colleges and universities, as determined by the superintendent. The list will be updated at the beginning of the school year and may be obtained from the district office.

J. Graduate Credit Leading to a Salary Adjustment Increase

1. Individual courses to be taken for credit leading to a salary adjustment must be pre-approved by the Superintendent unless the person was in a pre-approved course of study which would lead to a graduate degree in an educational field of study or a field of study related to the teacher’s assignment and/or responsibilities with the District in which case it is understood all courses related to the graduate degree are approved. Other than Pass/Fail courses, all graduate hours receiving a grade of “B” or better shall be approved for a salary adjustment; Pass/Fail course(s) must receive a grade of “Pass.”

2. Coursework taken which allows for official transcripts to be received at the District Administrative Office on or before September 30th shall allow for a salary adjustment for the entire year, effective the final pay period in October. The Superintendent may at his/her discretion allow a teacher to provide alternate proof of an official transcript temporarily in the event the educational institution is unable to provide an official copy of the transcript on or before September 30th.

3. Coursework taken which allows for official transcripts to be received at the District Administrative Office after September 30th, but on or before January 30th of any school year, shall allow for a salary adjustment to be one-half (1/2) the total amount, effective the first (1st) pay period in February. The Superintendent may at his/her discretion allow a teacher to provide alternate proof of an official transcript temporarily in the event the educational institution is unable to provide an official copy of the transcript on or before January 30th.

4. Teachers shall receive a salary adjustment increase of two percent (2%) each for attaining graduate credit levels of BA+8, BA+16, BA+24, BA+32, of three percent (3%) each for attaining graduate credit levels of MA, MA+8, MA+16, MA+24, and seven percent (7%) for attaining the graduate credit level of MA+32.
5. Each teacher shall be allowed no more than one (1) salary adjustment during each calendar year. If a teacher earns enough credits for more than one (1) salary adjustment in any calendar year, the teacher shall receive a salary adjustment at the earliest opportunity, but in no event more than one (1) salary adjustment per calendar year. However, a teacher who earns a Master’s Degree shall receive a salary adjustment(s) commensurate to that of a Master’s Degree at the earliest opportunity provided in Paragraphs 1 and 2.

6. A salary adjustment shall only occur if classes are taken from the list of approved colleges and universities, as determined by the Superintendent. The list will be updated at the beginning of the school year and may be obtained from the district office.

K. Conferences, Workshops and Meetings, and Administrative Academies

1. Requests for Professional Leave for conferences, workshops, meetings, and administrative academies must be made at least ten (10) days in advance of the event whenever possible.

2. The Superintendent or Assistant Superintendent shall approve or disapprove within three (3) business days following receipt of that form.

3. Salary of substitute teacher shall be assumed by the Board.

4. Travel shall be reimbursed at the rate established by the Board of Education annually. Meals shall be reimbursed in full in accordance with Board expense reimbursement policy. The Board will not pay for registration fees for administrator academies.

5. The teacher shall be reimbursed on the next regularly scheduled payday following the next regularly scheduled meeting of the Board of Education.

L. Outside Experience

The following shall be the formula for credit for teachers new to the District:

1. Each teacher new to the District shall be granted a number of years of credit no greater than their actual years of service.

2. Each teacher new to the District shall have a starting salary not to exceed the salary of a current teacher with like experience and like level of education.

3. In times of extraordinary market conditions, the Board may grant to two (2) new teacher(s) per school year a one time signing bonus of up to ten percent (10%) of the new teacher’s actual starting salary.

4. Prior to the final starting salary determination, the Superintendent or designee will advise the Union President or designee of the anticipated starting salary of the new teacher. Afterwards, the salary for the new teacher, while following the above language, will be at the sole discretion of the Superintendent. With ten (10) business days of the teacher’s start date, the Union President will receive notice of the new teacher’s actual starting salary.
M. **Mileage Reimbursement**

Teachers shall be paid at the mileage rate established by the Internal Revenue Service to perform duties within and without the School District, provided such duties have been pre-approved by the Superintendent.

N. **Contribution to TRS**

The Board shall remit for each teacher the full amount allowable by law to the Teachers’ Retirement System (TRS) to be applied to the account of such teacher. Any amount due the TRS shall be deducted from the teacher’s salary and remitted to TRS by the District.

The Board shall remit for each teacher the required fifty-eight one hundredths of one percent (0.58%) to the Teachers’ Retirement System (TRS) for payment of Teachers Retirement System Health Insurance. The Board shall also remit the first 0.84 percentage points of the teacher portion of the TRS contribution. This amount due TRS shall be paid by the Board above and beyond any other compensation due each teacher and shall not be deducted from the teacher’s salary.

O. **Salary**

1. Years of teaching experience shall be calculated by adding the number of years of teaching experience in CCSD District 46 and any years of teaching experience from other school districts accepted by the District that were used to calculate his/her salary at the time of his/her hire.

2. Tier Structure:
   - Tier 1 - Any teacher in their first (1st) year through eighteen (18) years of teaching experience.
   - Tier 2 - Any teacher in their nineteenth (19th) through thirty-second (32nd) year of teaching experience.
   - Tier 3 – Any teacher in their thirty-third (33rd) or more years of teaching experience and not using the Retirement Option.

3. For the 2017-2018 school year, teachers hired with no prior credited teaching experience shall be placed on Level 1 and have a beginning teacher salary of $36,148 (BA+0). For the 2018-2019 school year, teachers hired with no prior credited teaching experience shall be placed on Level 1 and have a beginning teacher salary of $36,690 (BA+0).

4. Tier Salary Increases:
   - Tier 1 Base Salary shall increase by the following percentages:
     - 2017-2018: three and five tenths percent (3.5%)  
     - 2018-2019: three and five tenths percent (3.5%)  
     - 2019-2020: TBD  
     - 2020-2021: TBD  
   - Tier 2 Base Salary shall increase by the following percentages:
     - 2017-2018: two and five tenths percent (2.5%)  
     - 2018-2019: two and five tenths percent (2.5%)  
     - 2019-2020: TBD  
     - 2020-2021: TBD  
   - Tier 3 Base Salary shall increase by the following percentages:
     - 2017-2018: two percent (2%)  
     - 2018-2019: two percent (2%)  
     - 2019-2020: TBD  
     - 2020-2021: TBD
5. **Base Salary Definition** – The salary paid to teachers including increases for all salary adjustments (formerly lane changes), but not including any additional compensations added to the salary for extra duty pay.

P. **Retirement Options**

1. **District Retirement Incentive**: To be eligible for this incentive, teachers at the date of retirement must:
   A. have served a minimum of ten (10) years of teaching in the District (excluding time on unpaid leave of absence), AND
   
   B. have attained at least age 60 or have attained at least thirty-five (35) years of service credit with the Illinois Teachers' Retirement System (ITRS), OR
   
   C. have attained whatever requirements may be necessary under Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

For up to the last three (3) years of the eligible teacher’s employment, the teacher shall receive a four and three quarters percent (4.75%) increase in their base salary over the base salary of the preceding year.

Eligible teachers applying for this incentive must submit an irrevocable written notice to the Superintendent on or before March 1 of the school term of the year prior to the first year in which the teacher expects a four and three quarters percent (4.75%) increase in their base salary.

A teacher may petition the Board to rescind his/her notice of retirement, which may be approved or refused by the Board within its sole discretion and which decision may not be challenged through the grievance procedure. In the event the Board agrees to the rescission of the retirement notice, the teacher must agree to repay the amount of the retirement incentive paid by the Board, which may include execution of a promissory note to secure repayment.

A teacher who gives written notice of retirement shall within his/her last three years of employment be entitled to additional extracurricular duties if pay for such does not exceed a six percent (6%) increase in total creditable earnings over the creditable earnings reported to the Illinois Teachers Retirement System in the previous school year.

**PROMISSORY NOTE**

I, __________________________, assert and promise as follows:

If the Board approves a request to rescind or postpone my retirement date, then for value received, I promise to pay to the order of the Board of Education of Community Consolidated School District #46, the total sum of all amounts (including withholding and other taxes) added to my compensation by the Board of Education of Community Consolidated School District #46 as a consequence of my having elected retirement pursuant to Article V. P. of the Collective Bargaining Agreement in effect between said Board of Education and the Grayslake Federation of Teachers of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO. Such payment shall be made no later than my final day of service with Community Consolidated School District #46. Furthermore, it is understood I may later submit for a new District Retirement incentive to coordinate with my new retirement date.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this agreement, I will pay all costs and fees (including attorney’s fees) incurred by the Board of Education of Community
Consolidated School District #46 in collecting the balance due.

_________________________  ____________________
Signed                     Date

_________________________
WITNESSES:                 Date

_________________________
WITNESSES:                 Date

2. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives, including eligibility for state-sponsored Early Retirement Option (ERO) programs, to individual teachers. The Union shall consider any such additional incentives offered by the Board as non-precedential with respect to individual teachers and future contractual agreements between the Board and the Union.

3. Teachers taking the retirement option according to Board of Education established policy, shall be able to continue their participation in the District health insurance program until age sixty-five. Continuation of this participation is contingent on the premiums for this health insurance coverage being paid by the retired employee according to the current rates established by the carrier.

Q. **Internal Substitute Pay**

Any teacher who substitutes for another class during his/her preparation period shall be paid per period at the rate below.

| 2017-2019 | $21.22 |

Any teacher who substitutes for another class at any time other than during his/her preparation period shall receive compensation per 50-minute period or fraction thereof at the rate below.

| 2017-2019 | $21.22 |

R. **National Board Certification**

The Board shall provide a one-time stipend of five thousand dollars ($5,000) upon receipt of the certification earned for teachers by the National Board of Professional Teaching Standard’s (NBPTS).

S. **PBIS Stipend**

Stipends will be paid for PBIS positions at each building. Frederick School, Park School, and the Middle School shall each receive four thousand dollars ($4000) per school year; Avon School, Meadowview School, Prairieview School, and Woodview School shall each receive two thousand dollars ($2000) per school year. The Superintendent, in consultation with the principals and the Director of Pupil Services, shall determine the distribution of PBIS stipend money at each school.
T. **Transcripts**

Upon initial hire, a teacher will substantiate his/her education level by submitting official transcripts in a sealed envelope, or by electronic transcript, from the appropriate educational institution(s) to the District business office. If the teacher is hired prior to the first day of teacher duty in the school term, the transcript must be received by the District business office by September 30. If the teacher is hired after the first day of teacher duty in the school term, the transcripts must be received by the District business office within 30 calendar days of the teacher’s first day of work. Failure to submit the official transcripts will result in the adjustment of the teacher’s salary based on the appropriate, substantiated level of education until such time as official transcripts are provided. Once official transcripts are provided, and after consulting with the Union President, the teacher’s corrected salary will be determined. To be entitled to a re-adjusted salary and retroactive pay, the teacher must submit his/her official transcripts within thirty (30) calendar days after the original deadline for submission of such official transcript(s), otherwise, the teacher will be entitled only to a re-adjustment of salary effective the first (1st) pay period of the following school year.
ARTICLE VI

WORKING CONDITIONS

A. Safety and Cleanliness

The Board shall provide safe and sanitary working conditions for all teachers within the fiscal capabilities of the District. The Administration shall provide continuous monitoring of working conditions and shall correct unsafe and/or unsanitary conditions provided that these conditions are under the jurisdiction of the Administration. The teacher should report in writing or by e-mail any unsafe or unsanitary conditions to the building principal. Such report may be in the form of a work order request, a written note, or by e-mail.

B. Student Discipline

As a part of these working conditions, the Board recognizes the inherent responsibility of the instructional teaching staff to establish and maintain student discipline and supervision according to Board policies. The Board shall support the teacher in the specific implementation of such policies.

C. School Day Defined

The Board shall adjust the start and close of the school day according to the student needs, provided that the school day does not exceed seven and one-half (7-1/2) clock hours, inclusive of an average of at least a forty (40) minute duty free lunch period.

D. Additional School Days

The Board may schedule and hold up to two (2) additional work days for teachers beyond the number scheduled and held during the 1996-97 school year. Any such additional days shall be non-pupil attendance days. These additional days shall be for the purpose of teacher in-service and development including topics developed in accordance with Article II, N Inservice Professional Staff Development Committee.

E. Student Recess

A twenty-minute student recess period, contiguous with the student lunch period, shall be scheduled at the elementary schools. Teachers shall not be responsible for the supervision of students during the student recess/lunch period.
F. **Job Share Provisions**

A tenured teacher interested in sharing a single teaching position with another qualified teacher may submit a written proposal to the Superintendent ("Job Share"). All Job Share proposals must be submitted on or before March 1 to be eligible for the following school year in which the proposed job sharing would occur, except that the Superintendent or designee at his/her sole discretion may accept for consideration proposals submitted after March 1st. The tenured teacher initiating such a proposal shall be responsible for identifying the qualified teacher with whom a teaching assignment would be divided. In the event the District interviews and hires a job share teacher, the tenured teacher shall be included in the process. Job Share shall be considered as each teacher working one-half day (0.5) assignments.

Approval of a Job Share proposal shall be at the discretion of the Superintendent, and the granting or denying of such a proposal shall neither be grievable nor create a practice or precedent. In considering a Job Share proposal, the Superintendent shall establish the criteria and qualifications (i.e., experience, educational background), which the candidate for a particular job sharing assignment must hold. In addition, the Superintendent and/or Superintendent's designee(s) shall interview each job share candidate. There shall be no guaranteed minimum number of such job sharing assignments granted each year. When assuming a Job Share assignment, both teachers must mutually agree to the following terms:

(a) Job Share teachers shall both agree to attend and participate in the District’s full day program of staff development, teacher inservice and institute Day activities;

(b) Staffing and faculty meetings shall be attended by both Job Share teachers on their scheduled workdays only;

(c) The overall instructional schedule and academic program will not be adjusted to accommodate the needs of Job Share teachers;

(d) Job Share teachers shall each agree to assume responsibility for communicating with one another regarding instruction, student needs and all other matters related to the job share assignment; and

(e) Job Share teachers shall both agree to attend all parent conferences and to participate in After School Extra Duties according to Article VI, Section ¶ 1 of the Collective Bargaining Agreement.

(f) Job Share teachers who move to a full-time position shall be given one-half of a year’s experience credit for each of their in-district Job Share years when determining their new full-time salary.

Seniority credit for Job Share teachers will be one-half year per school year. Tenure rights and any accrued seniority will not be affected as a result of sharing a teaching position. Each Job Share teacher shall be paid fifty percent (50%) of his/her own full-time salary. Each year Job Share teachers shall receive the same percentage increase as full time teachers. All fringe benefits and insurance benefits for Job Share teachers shall be prorated, subject to the provisions of the insurance benefits then in effect.

Job Share assignments, when granted, shall be for a maximum of one year. Extensions for an additional year may be requested on or before March 1, for the following school year, but such requests shall not be automatic for approval and is subject to the sole discretion of the Superintendent.
G. **Meetings**

Pre-kindergarten through fourth grade teachers shall have no more than two (2) meeting(s) per week which shall occur during non-student contact time within the teacher’s contractual work day unless meetings are initiative or emergency in nature, or meetings of committees established pursuant to this Agreement.

Fifth through eighth grade teachers shall have no more than five (5) meetings per week which shall occur during non-student contact time within the teacher’s contractual work day unless meetings are initiative or emergency in nature, or meetings of committees established pursuant to this Agreement.

Any meetings which require work/preparation outside the meeting time may only occur after express agreement between the Union president and the Superintendent.

There shall be no meetings during report card weeks, (first week of following term), progress report weeks, and parent-teacher conference weeks.

H. **Resources, Technology and Training**

Within the reasonable efforts of the District staff, technology and classroom resources shall be available and working by the second teacher contract day. In the event a District building is unable to provide adequate resources or technology for teachers to complete their assigned work due to building-wide technological difficulties during the school day, a minimum of one (1) additional day will be allotted to complete said assigned work with no less than one day allotted for each day or portion thereof for technology system difficulties.

I. **After School Extra Duties**

All teachers shall participate in Back to School Night and school-wide conference days. Teachers may voluntarily participate in extra duties after school including, but not limited to, concerts, Open House, Family Nights, Reading Nights, Curriculum Nights, graduation, and PTO Meetings.
ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint that there has been an alleged breach, misinterpretation, or inequitable administration of any provision of this Agreement.

B. Statement of Basic Principles

1. Every teacher shall have the right to present grievances in accordance with these procedures, with or without representation of the Union. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Board and having it adjusted without intervention of or representation by the Union. A grievance may also be filed by a Union representative in the name of the Grayslake Federation of Teachers.

2. The failure of a teacher or the Union to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and the Board’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3. Any teacher has a right to be represented by the Union in the grievance procedure. The teacher shall be present at any grievance discussion when the Union or Board deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

4. In any instance where the Union is not represented in the grievance procedure after Step One, the Union shall be notified of the final disposition of the grievance. Any final disposition of grievance alleged by the Union to be in conflict with the Agreement shall be grievable by the Union.

5. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity to all persons, and shall be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the board during school hours, all employees whose presence is required shall be excused with pay for that purpose.

6. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or Union representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

7. All time limits consist of school days except that when a grievance is submitted on or after May 31, of any time limits shall consist of all week days so that the matters may be resolved before the close of the school term or as soon as possible thereafter. School days, for the purpose of the grievance procedure, shall mean teacher employment days. If the final day of any time limit falls on a holiday, then the time limit will be extended to include the next school day (or week day, as applicable).
C. **Procedures**

1. **First Step:** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.

2. **Second Step:** If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the Principal. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the Second Step must be within twenty (20) school days from the date of the occurrence of the event giving rise to the grievance. The Principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within fifteen (15) school days.

3. **Third Step:** In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the Principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the Principal and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) school days of the Third Step grievance meeting and communicate it in writing to the teacher, the Principal and the Union.

4. **Fourth Step:** The Union may appeal the response in the Third Step, above, by submitting to the Superintendent, a demand in writing within fifteen (15) school days of such response that the matter be advanced to final and binding arbitration in accordance with the rules set forth below. The cost of the arbitrator shall be shared equally by the Board and the Union. The Federal Mediation and Conciliation Service (FMCS) will administer the arbitration proceeding.

D. **Rules for Arbitration**

1. Briefs, if required, shall be due within thirty (30) calendar days of the completion of the hearing. Briefs shall be submitted in duplicate directly to the arbitrator, who upon receipt of both briefs shall transmit one (1) copy to each party.

2. The arbitrator’s decision shall be due within thirty (30) calendar days of his/her receipt of both briefs, or, if no briefs are required, within thirty (30) calendar days of the close of the hearing.
ARTICLE VIII

DURATION AND TECHNICAL CLAUSES

A. Duration of Agreement

This Agreement shall be in effect as of July 1, 2017 and shall continue in full force and effect until June 30, 2021. The ending date shall not be construed to deprive teachers of earned benefits; neither shall it preclude a grievance from being resolved on its merits when such grievance has not run its full course by that date. If a summer school program is announced by the Board of Education, this Agreement will automatically be extended to cover those time periods. The Parties agree to reconvene to negotiate the monetary amounts of Article V., Sections C, D, I, O, P, and Q for the 2019-2020 and 2020-2021 contract years.

B. Technical Clauses

Separability - In the event any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

C. No Strike Clause

The Union shall not strike during the life of this Agreement.

D. Typing and Publishing of the Agreement

The Union shall assume responsibility and cost related to the typing of this Agreement for execution by the parties. The Board shall publish the Agreement on the staff page of the School District website and provide teachers with a printed copy of the Agreement.

IN WITNESS THEREOF:

For the Board of Education, Community Consolidated School District No. 46, Grayslake, Lake County, Illinois

For the Grayslake Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO

President

President

Secretary

Secretary

Date

Date
MEMORANDUM OF UNDERSTANDING

The Board of Education recognizes the educational expertise of the teachers and views the consideration of educational matters as a mutual concern. Further, the provision of quality education is the paramount aim of the Board and the Staff, and the character of such education depends largely upon the quality and morale of the teaching service. We declare that the subjects of Class Size, Planning Time, and Furniture & Equipment have a substantial impact on the delivery of teaching service. Within the financial ability of the School District, the Board of Education will make a diligent effort to maintain:

Reasonable Class Sizes defined as follows: Grades K-8: 20-30 & Physical Education: 30-35; and

Planning time for Classroom Teachers of not less than 225 minutes and for Special Teachers of not less than 150 minutes in each five day week.

The Board of Education encourages teacher input and suggestions for classroom furniture and equipment. This input should be made in writing to the building principal.

BOARD OF EDUCATION

FEDERATION OF TEACHERS

President

President

Date

Date
MEMORANDUM OF UNDERSTANDING

The following agreement is made between the Community Consolidated School District #46 ("Board") and the Grayslake Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO ("Union") and shall be subject to the terms and provisions of the Collective Bargaining Agreement between the parties:

**Flex Monies and Insurance**

The parties hereby agree to the following application for Article V. F. Fringe Benefits:

1. Teachers employed on or before December 16, 2005 shall annually receive $6,292 in flex monies.

2. Teachers employed on or before December 16, 2005 and who have PPO insurance shall annually receive $6,292 in flex monies whether or not this amount exceeds or is less than 95% of the annual cost of the single PPO insurance premium. At any time in the future, a teacher may permanently forego the annually designated $6,292 as flex monies in exchange for 95% Board paid PPO single medical coverage plus 55% Board paid single dental coverage.

3. Teachers employed on or before December 16, 2005 and who have HMO medical insurance shall annually receive $6,292 in flex monies. At any time in the future, if the annual cost for single HMO medical premium exceeds $6,292, the teacher may continue to designate $6,292 as the annual flex money allotment and pay the difference exceeding $6,292 to maintain full HMO coverage. A teacher may at any time permanently forego the $6,292 annual flex money allotment in exchange for 100% Board paid HMO medical and dental coverage.

4. Teachers employed on or before December 16, 2005 who do not use insurance provided through the Board but at a later date choose to utilize Board paid insurance will be entitled to the following rates in lieu of $6,292 in annual flex monies: a) 95% Board paid single medical PPO insurance premium plus 55% Board paid single dental PPO insurance coverage OR b) 100% Board paid single HMO medical and dental insurance coverage.

5. In May 2006 teachers employed on or before December 16, 2005 and who only have dental HMO or PPO coverage through the Board may opt out of such insurance coverage in exchange for the annual $6,292 allotment in flex monies. However, teachers who opt out of dental only coverage in exchange for the $6,292 flex money allotment will no longer have an option to re-select dental only coverage at any time in the future. Teachers employed on or before December 16, 2005 and who choose to maintain dental only HMO or PPO coverage will continue to receive $6,292 as the annual allotment for flex monies.

6. Teachers employed on or before December 16, 2005 who receive the annual flex allotment of $6,292 and have Board HMO medical insurance exceeding single coverage level (e.g. single + 1, family, etc.) will be guaranteed $6,292 per year or $6,292 plus the difference necessary to reach 100% annual cost of single HMO premium whichever is greater.

7. Teachers employed on or before December 16, 2005 will not be entitled to flex monies exceeding $6,292 for the purpose of TRS creditable earnings.
8. Teachers employed on or before December 16, 2005 and enrolled in the single HMO medical or single PPO medical coverage will be entitled to expand coverage (e.g. single +1, family, etc.) within the HMO or PPO category without loss of flex monies designated as $6,292 for the purpose of TRS creditable earnings.

BOARD OF EDUCATION

FEDERATION OF TEACHERS

President

President

Date

Date