

Final Board Approved August 13, 2018

Union Contract

between the

**Board of Education School District 156,
Cook County, Illinois**

and

Lincoln Council

**Southwest Suburban Federation of Teachers
Local 943**

IFT, AFT, AFL-CIO

August 2018 – August 2021

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ARTICLE 1 - RECOGNITION

- 1.1 The Board of Education, School District #156, Cook County, hereinafter referred to as the BOARD, recognizes the Lincoln Council, Local #943, IFT, AFT, AFL-CIO, hereinafter referred to as the UNION, as the exclusive bargaining agent for all regularly contracted certified teaching personnel, with the exception of the Superintendent, Principal, Assistant Principal, and all Management and Supervisory employees as determined by the Illinois Educational Labor Relations Board (IELRB).
- 1.2 The School Board shall not enter into any verbal or written agreements with members of the bargaining unit without involvement of the Union officers.
- 1.3 Definition of the word "day" — all reference to the word "day" shall mean days when school is in session, and calendar days during the summer months.

ARTICLE 2 - UNION AND TEACHER RIGHTS

2.1 Non-discrimination

It is the policy of the Lincoln School District 156 Board that all employees be able to enjoy a work environment free from discrimination and harassment based on race, age, national origin, gender, religion, sexual harassment, or other characteristics covered by Title VII of the Civil Rights Act of 1964 as amended, the Illinois Human Rights Act and the Cook County Human Rights Ordinance. In addition, the Board agrees not to discriminate against anyone for membership in the Union.

2.2 Board Information

The Board shall provide the Union president with the following documents:

- A. Board agendas
- B. Official minutes of the Board including all attachments of each school board meeting
- C. Notices of all Board meetings and Board committee meetings must be received by the Union president no later than twenty-four (24) hours before said meetings.

Upon request, the Board shall provide the Union president with the following documents:

- A. Board Policy Provided Online
- B. Annual auditor's report
- C. Current fiscal year budget
- D. Statistical information (excluding names) pertaining to teachers' placement on the salary schedule, extended service placement and present insurance coverage.

2.3 Use of School Equipment

The Union shall have access to teachers' mailboxes and bulletin board in the teachers' lounge to distribute and post authorized Union literature. No person except a Union designee shall add or remove such material from the bulletin board.

2.4 Union Release Time

The Union president or designee shall be allowed two (2) days of released time, at no cost to the District, each year to attend conventions, meetings, or workshops without being counted as absent from work.

The person granted the leave must submit a written request to the Principal at least twenty-one (21) days prior to the date of the leave. The Principal shall notify the individual at least fourteen (14) days prior to the date of the leave if approval has been granted.

Released time will not be permitted on the first or last day of the school term, school improvement days, institute days, or during assigned testing periods.

2.5 Dues Authorization

A. The Board will deduct monthly from the pay of each teacher the required amount of Union dues deductions as directed by the Union and credit union deductions as directed by the employee. Each year in September the Union shall provide a list of Union members and, if applicable, a separate list of non-Union members, to the District, and the District shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocations window. The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

B. The District agrees to remit these dues and/or fees to the Union once each pay period through electronic transfer. An alphabetical list of teachers for whom deductions have been made and the amount of each deduction shall accompany each remission no later than fifteen (15) days after such deductions were made.

2.6 School Board Summary

All teachers shall receive from the Superintendent's office an unofficial summary of the Board meetings within five (5) working days.

In order to keep teachers informed of existing and new policies that pertain to staff, two (2) copies of each summarized document shall be given to the Union president. The Union president or designee shall see to it that one copy is made available to the staff in a central location.

ARTICLE 3 - WORKING CONDITIONS

3.1 Definition of Teacher Release Time:

Teacher Release time is defined as time when staff are not required to directly provide instruction to students.

3.2 School Year

The school year for all teachers shall consist of one hundred eighty (180) teacher attendance days. Although the school calendar must provide one hundred eight-five (185) days, sufficient holidays will be given, or the closing of school adjusted, to ensure that one hundred eighty (180) teacher attendance days shall not be exceeded. The Superintendent shall meet with a representative(s) of the Union and the Board to devise the calendar for the following school year. If the representative(s) and the Superintendent cannot reach consensus, the final authority for approving the calendar rests with the Board.

3.3 Work Day

The work day for teachers shall be no more than seven (7) hours in length. The work day shall be from 8:10 a.m. to 2:40 p.m. Work day will be defined as the time in which staff is prepared to perform the duties assigned to them. This time shall include a duty-free lunch period, equal to that of students, and not less than thirty (30) minutes per day. The Principal shall schedule two hundred (200) minutes per normal five (5) day work week of preparation time equally for all teachers during work or school hours. Every effort shall be made to ensure that a teacher shall have at least forty (40) continuous minutes of preparation time in one day. Every effort will be made to ensure that grade level and departmental meetings are no longer than forty (40) minutes unless staff are informed in advance. Extra duties for which a teacher is compensated are not subject to this provision. Every effort shall be made to schedule staffing so that a teacher's lunch period is not disrupted. Teachers attending staffing during their lunch period shall be compensated at the extra-duty rate or provided an alternative lunch period that day, if mutually agreed.

3.4 Teacher Discipline

A. Any criticism of a teacher by an administrator shall be made in confidence. All critiques shall be confidential.

- B. No disciplinary action against a teacher shall be taken on the basis of a complaint until such matter is investigated and reported to the teacher. If the complaint leads to discipline of the teacher, this information will be placed in writing. The teacher has the right to respond to the complaint in writing.

3.5 Classroom Visits/Interruptions

- A. A teacher will meet with a parent or guardian when an appointment has been scheduled and approved by the teacher. Office personnel shall contact the teacher to confirm a parent appointment before giving a parent a pass. An Administrator will accompany a parent to the teacher's classroom in instances where it is believed an unscheduled appointment warrants immediate attention.
- B. All visitors shall be issued a visitor's pass from the office before going to the teacher's room.
- C. A sincere effort shall be made to avoid the interruption of classes whether by intercom or entering the classroom.

3.6 Student Placement

- A. The recommendations of the classroom teacher shall be given consideration in determining the promotion, retention, or discipline of a pupil.
- B. Whenever the Principal or Superintendent has overridden any teacher's decision on the issues regarding retention, transfer, or promotion, the teacher shall be informed in writing.
- C. The Administration will make every effort to limit class size to thirty (30) students.
- D. At the discretion of the principal, and in consultation with the classroom teacher, an instructional aide may be assigned to a classroom teacher when the class size exceeds thirty (30) students.
- E. Every effort will be made by administration to notify the appropriate staff in a timely fashion to ensure classroom teachers are aware of students having an IEP upon their enrollment. Teachers will be invited to attend all IEP intake meetings for students enrolled in their classrooms and will be provided substitute coverage for these meetings when appropriate.

3.7 Supplies

Teachers shall have the opportunity to recommend purchase of supplies and additional materials. Every effort will be made to provide copies of the final grade orders to the staff two weeks prior to the end of the school year.

3.8 New and Revised Instructional Programs

If teachers are required to implement a substantially new instructional program, such as Teaching Common Core/Pearson that has been approved by the Board of Education, they shall be offered an opportunity to do so during released time or during time for which they shall be compensated at the Extra Duty Rate. (See Appendix A)

Prior to the Board's considering the purchase of a new instructional program and/or continuance of a current program, teachers, along with Administration, will evaluate and inform the Board of those components that are essential for implementation.

3.9 Compensation for Beginning-of-the-Year Preparation

It is the expectation that teachers will prepare their classrooms and/or offices for the beginning of the school year.

3.10 Parent Conferences/Institute Days

Teachers are expected to participate in two scheduled parent conference days and scheduled institute days. One parent/teacher conference may be scheduled in the afternoon/evening from 1:00 p.m. to 7:00 p.m. with a one-hour lunch/dinner break. Following the second conference, the Superintendent and the Union President shall meet to discuss this conference schedule which shall continue only by mutual agreement. These conferences shall each be preceded by an early dismissal day, which shall take the place of the faculty meeting release time for each of these months.

3.11 Safe Educational Working Environment

In order to provide safe and educational working conditions within the school, a joint Discipline Committee may be formed. This committee will consist of at least three teacher volunteers, preferably one from primary, intermediate, and middle levels, and an administrator. The committee members will be responsible for developing guidelines for acceptable submissions.

The committee will meet quarterly to discuss discipline within the building. Teachers and the administrator will develop a written list of concerns to be exchanged between committee members prior to the meeting date.

During the meeting, teachers and the administrator, or administrative designee, will discuss discipline issues and work toward developing consensus on solutions for problems presented to the committee. Mutually agreed upon

outside consultants may be invited to attend these meetings to help lead the group toward consensus.

Minutes of each meeting will be distributed to the faculty in a timely fashion.

3.12 Teacher Protection

- A. Any case of assault upon a teacher shall be promptly reported to the designee of the Board of Education. The legal counsel of the Board of Education shall advise the teacher of his/her rights and obligation with respect to such assault.

This consultative legal assistance shall only occur if there is not a conflict of interest with the School Board and its school attorney.

- B. Whenever a teacher is absent from work as a result of personal injury caused by an assault and/or battery on school premises, he/she shall continue to receive his/her regular salary. Such absence shall not be charged, up to thirty (30) days of absence, to his annual sick leave or accumulated sick leave. Thereafter sick leave must be used. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workmen's Compensation payments for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid by the District.

3.13 Teacher Meetings Release Time

- A. There will be one (1) meeting held per week during school hours (plan time) to discuss instructional planning. One additional meeting per month may be scheduled as needed for the implementation of new programs. Every effort will be made to provide teachers with an agenda at least one full school day in advance. Administration will be responsible for planning the agenda for these meetings.
- B. Agendas for early release and SIP days will be provided to staff at least one (1) day in advance of meetings. If an agenda is amended, staff will be notified as soon as possible. The work day on SIP or early release days will not be exceeded by more than thirty (30) minutes. Teachers shall make every effort to attend such extended day meetings. If a teacher cannot attend, said teacher shall notify the Administration and not be reprimanded or penalized.
- C. After school meetings that are not held on early release days will be scheduled at least two (2) days in advance and will be limited to one (1) hour. Notification and the agenda for the meetings shall be given not less

than two (2) school days prior to the meeting date, except under extreme emergency circumstances with the approval of the Union. Teachers shall make every effort to attend such meetings. If a teacher cannot attend, said teacher shall notify the Administration and not be reprimanded or penalized. No more than one meeting per week shall be held.

- D. Emergency meetings that address the health and welfare of students and staff may be called by Administration when necessary with the approval of the Union.

ARTICLE 4 - SENIORITY/REDUCTION-IN-FORCE

4.1 Definition

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:

- A. Seniority rights and continuous service shall begin from the first day the teacher is paid for his/her duties.
- B. Approved leaves of absence (unpaid) shall not interrupt the consecutive years of continuous service in the District but shall not count toward accumulated years of service.
- C. If the teacher resigns and is subsequently re-employed in the District, years of service are not cumulative.

4.2 Equal Seniority

If the District seniority is equal between two or more teachers as determined above, the date and time indicated on the letter of intent shall be the determining factor, subject to approval by the Board of Education.

4.3 Seniority List

By December 15th, the Administration shall furnish the Union with a District seniority list. This list shall be updated monthly as teachers leave the District and/or are hired by the District during the school year.

4.4 Credentials Update

The employee bears the responsibility to update his/her licensure and to present proof of additional licenses. The employee must notify the Administration by October 15th.

4.5 Reduction-in-Force (RIF) Procedures and Recall

Whenever the Board determines that a reduction in the number of teachers to be employed in the district is necessary, such reductions will be made in compliance with all pertinent requirements of Section 24-12 of the Illinois School Code as then in place.

Recall rights shall be in compliance with the provisions of Section 24-12 of the Illinois School Code as then in place.

ARTICLE 5 - INVOLUNTARY TRANSFER & POSTING OF VACANCIES

5.1 Definition

Involuntary transfer occurs when there is relocation of staff personnel due to pupil distribution, certification requirements, or RIF.

5.2 Procedures

- A. When it is necessary to transfer employees, all volunteers meeting certification qualification, merit and ability, and relevant experience requirements will be considered.
- B. Transfers made prior to the commencement of the new school year are tentative because unforeseen circumstances may make changes necessary. If a tenured teacher must be involuntarily transferred, the Administration shall have the authority to make such involuntary transfer, but only when all other attempts at filling the position have been exhausted. Tenured teachers shall not be involuntarily transferred two consecutive years.
- C. Administration will provide notification of staff assignments for the following school term by the last day of the current school term. When transfers become necessary, the teacher will be consulted by June 30 when it becomes apparent a change may be necessary. After this date, new hires that have the required licensure will be placed into positions prior to transferring teachers. In the event of extenuating circumstances that a transfer becomes necessary without the need for new hires, Administration will notify the teacher as soon as possible.

5.3 Posting of Vacancies

- A. The District shall post positions within three (3) days as they become available. Notices shall be emailed to members. In addition, every effort will be made to post opportunities for a period of five (5) days in the Teachers' Lounge, School Office and the weekly Bulletin.

If a teacher is interested in changing positions for the next school year, the teacher shall notify the Principal, Superintendent and Union in writing before the end of each current school year.

- B. New or vacant posted positions shall include a job description and/or a listing of job responsibilities. Any change in pay scale shall also be posted with this position. The Union President will be given a copy of each posting.

- C. Application Procedure - Any employee is eligible to apply for a vacancy or newly created position, and any employee shall have the right to meet with the Principal to discuss his/her qualifications and interest in the position.
- D. Applicants from District 156 shall be notified, in writing five (5) days following Board or Administration action to fill such position.

ARTICLE 6 - EXTRA-DUTY ASSIGNMENTS

6.1 Professional Obligations

The Board and Union agree that all teachers share certain professional obligations to students, parents and the school which extend beyond the normal school day which includes meetings with building and district-wide committees. Each teacher is expected to participate in one scheduled grade-level-appropriate open house event.

6.2 Extra-Duty Compensation

All extra-duty shall be compensated at the rate or per tiers in Appendix A. All teachers shall be given an equal opportunity for extra-duty. Extra-duty assignments shall be given on the basis of seniority. All extra-duty opportunities shall be emailed to members. In addition, every effort will be made to post the extra-duty opportunities for a period of five (5) days in the teachers' lounge, school office, and the weekly bulletin. Extra duties shall be voluntary. (see *Appendix A*)

6.3 Substitution

Prior to teachers with on-going programs being utilized for substituting/assisting, volunteer teachers on prep periods will be used for same and approached on the basis of seniority. The interest survey will be utilized to initiate this process. In the event a teacher volunteer is unavailable, an available teacher will be utilized using reverse seniority on a rotating basis.

Teachers shall be compensated at the established extra-duty rate. This shall be pro-rated if the class is less than one (1) hour.

6.4 Field Trips

Teachers shall not be required to supervise an approved educational field trip that extends beyond the normal school hours. Teachers may be compensated at the established extra duty rate for trips that extend beyond the normal workday, if the extension is caused by circumstances beyond the control of the school district. Teachers are encouraged to schedule at least one (1) Admin approved Field Trip or have a speaker per year that reinforces the grade level curriculum.

6.5 Extra-Duty Pay Schedule

A. All extra duty compensation time sheets must be submitted in order for compensation to be paid. Time sheets will be submitted on the last

Friday of each month, unless special circumstances such as holiday breaks apply.

- B. A copy of the approved extra-duty time sheet shall be given to the teacher by the second pay period after submission.

6.6

Outside Agencies

Whenever a teacher completes surveys/studies/professional development requirements for an outside agency that offers teacher compensation, any compensation associated with the activity will be used for grade level instructional enhancement.

ARTICLE 7 - PERSONNEL FILE

7.1 Right to Review File

Each teacher shall have the right, upon request, to review and copy the contents of his/her personnel file. An appointment is to be made with the Administration. The personnel file will not leave the office.

7.2 File Contents

Each teacher's personnel file shall contain the following minimum items of information:

- A. required medical information
 - B. teacher evaluation forms
 - C. copies of annual contracts of notification of re-employment
 - D. copies of supplemental duty contracts
 - E. college transcripts and records
 - F. Any materials relative to a teacher's professional performance or service
- may be included in the file, providing a copy is given to the teacher. Such material must be originated by an administrator. Any item to be placed in the teacher's file which might negatively affect the teacher's continued employment shall be placed in the file, and the teacher shall be requested to sign and date a copy of the same. A teacher's signature shall not necessarily mean agreement with what has been written, but rather shall only indicate the teacher's awareness of the material to be filed. The teacher may respond in writing and that response shall become part of the personnel file.

Final employment of perspective teachers will be contingent upon (1) the issuance of proper license from the Illinois State Board of Education; (2) passing the State of Illinois required examinations; and (3) submitting each item listed on the "certified employee checklist" in the Superintendent's Office. If a candidate for the certified teaching position cannot provide each required document listed above, the candidate will

be assigned and paid as a substitute teacher if they have proper license. If no licenses have been procured, the prospective teacher will be assigned and paid as a substitute instructional assistant until the time that proper documentation has been submitted. Substitute personnel do not receive any employee benefits.

7.3 Number of Files

There shall be only one (1) personnel file. However, in accordance with federal and state laws, documents related to a teacher's medical conditions, requests for family or medical leave, and requests for reasonable accommodations of a disability will be kept in a separate location from the rest of the teacher's personnel file. Upon a teacher's request to review or copy his/her personnel file, the teacher will be provided with the entire file including the documents maintained separately.

7.4 Anonymous Material

Anonymous material may not be placed in the file.

7.5 Accuracy of Material

At the teacher's request, any material proved to be erroneous shall be removed from the file and no copies of this material shall be kept. Any teacher has the right to place material in his/her personnel file dealing with his/her professional growth.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Definition

A grievance shall mean a complaint that there has been a violation, misrepresentation or inequitable application of any of the provision of this Agreement or inequitably according to established policy or practices governing or affecting teachers.

8.2 General Provisions

- A. No teacher at any stage of the Grievance Procedure will be required to meet with any administrator without a Union representative.
- B. If a grievance arises from the action of authority higher than the Principal of a school, the Union may present such grievances at the appropriate steps of the grievance procedure.
- C. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- D. The administration has the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- E. Failure to comply with any steps of this procedure to communicate the decision of the grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- F. Conferences held under this procedure shall be considered at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- G. All time limits may be extended by mutual agreement between the parties.
- H. Copies of the grievance and any correspondence relating to the grievance shall not be included in a teachers' personnel file.

8.3 Procedure for Adjustment of Grievance

- A. Step 1 - In the event the matter is not resolved informally, the grievant or the Union shall present a written statement within ten (10) days of the alleged violation to the principal or his/her appropriate administrator. The principal shall, within ten (10) days of the receipt of the grievance, confer

with the grievant and/or his/her representative to try to resolve the grievance. Within five (5) days after the completion of the conference, the Principal shall give his/her written decision to the grievant with a copy to the Union president.

- B. Step 2 - In the event the grievance has not been resolved in the first step, the Union or the teacher may file an appeal to the Superintendent or designee. The appeal shall be made within five (5) days of the receipt of the Principal's decision. Within five (5) days of the receipt of the appeal, the superintendent or designee shall confer with the Union and the grievant in an effort to resolve the grievance. The superintendent, within five (5) days following the conference, shall file his/her written decision to the grievant and the Union president.
- C. Step 3 - In the event the grievance is not resolved in the second step, the Union or the teacher may submit a written appeal to the Board. Such appeal shall be made within fifteen (15) days. Following the receipt of the appeal, the Board shall meet with the Union and/or grievant. Within fifteen (15) days following the meeting, the Board shall communicate its decision in writing to the Union and the grievant.
- D. Step 4 - Within thirty (30) days following the receipt of the Board's decision, the Union may submit the grievance to the American Arbitration Association (AAA) under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Expenses for the arbitration services shall be borne equally by the Board and the Union. When such hearings and conferences are held during school hours, all bargaining unit members whose presence is required shall be excused, with regular pay, for the purpose of attending. A teacher shall not be required to use either his/her personal or sick days.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Sick Leave

Teachers shall be granted sick-leave based upon years of service in District 156, as follows:

- A. 0 – 4 years, 12 days
An accrual system will be used as follows:
- 3 sick days available at the beginning of the school year;
 - 3 more sick days available at the end of the 2nd pay period;
 - 3 more sick days available at the end of the 4th pay period;
 - 3 more sick days available at the end of the 6th pay period–

If additional days are needed prior to accrual, these days can be granted based upon approval by Board or its designee. Denial by the Board or its designee for the use of accrual sick leave time also denies the use of the Sick Leave Donation.

- B. 5 – 15 years, 13 days
C. 16 – 24 years, 14 days
D. 25 – retirement, 16 days

Any unused sick days shall be accumulated.

Use of sick-leave days shall be for:

- A. Personal illness, confining injury or quarantine
B. Illness in the immediate family or household.

The School Board may require a physician's certificate or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith as a basis for pay during an absence of three (3) days of personal illness or as it may deem necessary in other cases.

Employees shall be notified in writing as to the current number of accumulated sick leave days.

9.2 Personal Business Days

A. Each full-time certified teacher shall be granted Personal Business Days without deduction in pay, for the purpose of transacting or attending to personal business, as follows:

- 0-4 years, 2 days
- 5-15 years, 3 days
- 16 – retirement, 3 days

Unused days shall accumulate as sick days.

B. Request for leave shall be made at least three (3) days before leave is needed (except when time does not permit) and submitted to the Principal for approval. Since leave is of a personal nature, a reason shall not be stated.

C. Personal Business Days may not normally be granted for the day preceding or following holidays or vacations and the first day and the last day of the school year. Days taken without permission are subject to a deduction of one day's pay.

9.3 Professional Leave

In order to encourage professional growth relating to a teacher's area of education, the Board may pay salary and expenses relating to travel, meals, lodging and registration fees reasonably incurred. Individuals must obtain the Principal's or Superintendent's approval prior to registering for pre or post-conference workshops.

Lodging approved by the convention or conference's housing bureau is to be used. When there is not a housing bureau, rates from the current Illinois State Board of Education Travel Instructions & Guidelines are to be followed. Transportation may be reimbursed for a round trip coach class airline rate, or personal automobile round trip mileage at the IRS approved rate, whichever is less. Also to be reimbursed are mileage costs for travel to and from the airport.

A per diem allowance of \$50.00 will be issued to individuals attending overnight conferences upon written request. Per diem reimbursement for a maximum of two additional travel days may be requested for conferences or conventions in excess of 150 miles from Chicago. The per diem allowance is issued to an individual for reimbursement of out-of-pocket expenses for meals, taxi fares, tips and other items directly related to increasing one's knowledge and ability to act as an employee of District 156.

9.4 Bereavement

Leave and bereavement shall not be cumulative but based on occurrences. All teachers shall be allowed up to five (5) days absence without loss of pay, for the death of a member of the immediate family (parent or person in loco parentis, spouse, child, brother, sister, mother-in-law, father-in-law), or domestic partner. Up to three (3) days absence, without loss of pay, shall be granted for the death of a grandmother, grandfather, grandchild, niece or nephew. For other relatives not in the immediate family, a teacher shall be granted a one (1) day absence without loss of pay. The use of such leave will not cause any reduction in sick leave days or personal business days. Upon request, proof may be required.

To be eligible for use of bereavement leave for qualified domestic partners, bargaining unit members must file an affidavit with the Superintendent which meets the following conditions:

- They are each other's sole domestic partner, responsible for each other's common welfare;
- Neither party is legally married to another individual;
- The partners are not related by blood or any closer than would bar marriage in the state of Illinois;
- Each partner resides at the same residence;
- Two of the following conditions exist for the partners:
 1. The partners have been residing together for at least twelve (12) months prior to filing the affidavit of domestic partnership;
 2. The partners have common joint ownership of a residence;
 3. The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will;
 4. The partners have at least two of the following: (a) joint ownership of a vehicle, (b) joint credit account, (c) joint checking account, or (d) lease for a residence identifying both domestic partners as tenants.

9.5 Additional Leaves

The School Board will provide such additional leaves as required by Illinois or federal law. Additional leaves of absence without pay or increments may be granted to tenured teachers by the Board, not to exceed a period of one (1) year. Such leaves may be for, but not limited to, extended personal or family illness, or professional growth. A teacher shall notify the Board by March 1st of his/her intention to return for the coming school year. Upon return, a teacher shall resume his/her status with regard to increment, tenure and accumulated sick leave. A teacher may choose to remain in the insurance group, paying his/her family/individual premium. Additional leaves of absence without pay or

increments may be granted to tenured teachers by the Board, not to exceed a period of one (1) year, provided, however, that all eligible teachers shall be granted a twelve week period as provided for under the provisions of the Family and Medical Leave Act (FMLA). Leaves granted under the provisions of the FMLA shall be granted under the following terms and conditions:

- A. Leaves shall be for serious health conditions of self and family as defined by the FMLA.
- B. Insurance shall be maintained at the same level and under the same conditions as those of other employees.
- C. The teacher shall return to the position held prior to taking the leave of absence or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.
- D. Leave may be taken on an intermittent basis.
- E. Sick and personal leave shall not be substituted for leave under this provision.
- F. Seniority, salary schedule placement and benefits shall not be affected by such leave.

Leaves of absence granted which are not covered by the FMLA shall be granted under the following provisions:

- A. Leaves shall be for personal or family illness or disability, child care, adoption, guardianship or professional growth.
- B. Teachers shall be allowed to remain in the District group insurance plan provided that the teacher pays the premiums to the District on a monthly basis.
- C. Teachers shall return to the same or similar position held at the time the leave was granted unless such position has been affected by a reduction in staff or change in program.
- D. Teachers shall be given credit on the salary schedule for a full year if the leave does not exceed ninety (90) work days.
- E. Seniority and other benefits shall not be affected.

- F. A teacher shall notify the Superintendent of his/her intentions to return by March 1.

9.6 Child Care Leave

- A. The Board of Education shall grant a child care leave, without pay, to any teacher.
- B. Application shall be in writing to the Superintendent accompanied by proper certification of pregnancy or adoption.
- C. The term of the leave shall not exceed three (3) semesters. A teacher who initially elects a child care leave for one (1) year or less shall be granted an extension not to exceed one (1) year upon written request to the Superintendent prior to March 1.
- D. The leave shall begin following the period of disability or when accumulated sick leave has been exhausted, whichever shall first occur, or when the teacher accepts an adopted child or child in guardianship.
- E. Intent to return shall be filed in writing by March 1. Failure to so notify the District shall be deemed a resignation by the teacher.
- F. A teacher returning following such leave of absence shall return to the position held at the time the leave commenced if the position is still in existence. Otherwise, the teacher shall be placed in a position for which the teacher is qualified.
- G. A teacher shall return at the beginning of the school year or semester unless another date is approved by the Superintendent.

9.7 Jury Duty/Subpoenaed Witness

A teacher required to serve on jury duty or appear as a subpoenaed witness for school legal matters and/or grievance procedure shall receive compensation from the School District as though he/she were present to fulfill his/her contractual agreement. Any compensation received for transportation or meals

shall be retained by the teacher; any other compensation shall be returned to the district. Teachers so affected will be required to furnish verification of the days served on jury duty or as a subpoenaed witness. Said absences shall not be deducted from the employees' leave days.

9.8 Sick Leave Donation

If the need arises for a Sick Leave Donation, the Board or its designee and the Union agree to implement donations from the members' accumulated sick days following these guidelines:

- A. Donations of Sick Leave would be open to all staff who have been members of the bargaining unit for one (1) school year.
- B. Donations would be on a voluntary basis.
- C. Use of sick leave donations shall be for personal illness, confining injury or quarantine, or illness in the immediate family or household.
- D. Tally will be conducted as follows:
 - 1. Tally will begin in the order of submission.
 - 2. Each teacher submitting a contribution of more than one day will be charged only one day on the first tally.
 - 3. If after the first tally additional days are needed to fulfill the respective member's request, then the tally will again be conducted in the order of submission of multiple day contribution forms charging only one day from each submission. This process will be repeated until the request is fulfilled.

ARTICLE 10 - RETIREMENT

- 10.1 To be eligible, the teacher must have completed at least (20) years of continuous full-time employment in District #156 immediately preceding retirement and must be at least fifty-five (55) years of age by June 30 of the teacher's retirement year.
- 10.2 At the time of retirement at fifty-five (55) or over, or upon total disability, a faculty member or his/her estate shall receive a lump sum payment of one thousand five hundred dollars (\$1,500) for 20-25 years of service, two thousand dollars (\$2,000) for 26-30 years of service, or two thousand five hundred dollars (\$2,500) for 30 or more years of service to District 156. This compensation will be paid to the individual after July 1, of the retirees last year, during the first January after retirement, deposited into the employee's 403B account (as long as such deposit meets the requirements of the Internal Revenue Code) after July 1 of the employee's last year, or a date that will not cause the Board to incur any increased liability. -
- 10.3 In lieu of TRS health insurance, the District shall pay the retiree a lump sum severance payment of \$19,800 after July 1 of the retiree's last year, during the first January after retirement, deposited into the employee's 403B account (as long as such deposit meets the requirements of the Internal Revenue Code) after July 1 of the employee's last year, or a date that will not cause the Board to incur any increased liability.
- 10.4 Upon signing a letter of intent to retire, teachers shall be taken off the salary schedule and have their salaries increased by the maximum percentage by statute that does not require the District to incur a penalty through the life of the contract. Therefore, additional extra duties may not be assigned to retiring staff; however, staff may retain their stipends for extra duty work being paid at the same rate for the remainder of the teacher's years. Any hourly extra duty pay will not be considered a stipend as described above.
- 10.5 By September 1 of each school year, teachers in the retirement track will receive a retiree salary spreadsheet indicating the dollar amount of additional extra-duty compensation available to them for that school year. Each quarter the District will send an updated sheet indicating the remaining balance. A member may also request an updated spreadsheet between quarters as needed. Any additional work the teacher performs beyond the extra duty balance will not be compensated by the District; however, if the District pays a teacher more than the extra duty balance in any year, the District will be responsible for paying any penalties to the Teachers' Retirement System and the teacher will suffer no reduction in earned retirement benefits already accrued.

- 10.6 A letter of intent should be provided to the Union President and Superintendent no later than July 1 of the year(s) when the increased salary option is utilized.
- 10.7 The District shall not be responsible for any employee penalties or costs associated with retirement benefits granted under this program. The parties agree that if legislation is enacted or administrative rules adopted during the life of this agreement that affects the Board's obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty (30) days of the passage of the legislation to renegotiate the provision and the impact on any and all employees.

ARTICLE 11 - TEACHER EVALUATION PROGRAM

11.1 Evaluation

The Union and the Board agree that the teacher evaluation instrument(s) that will be in force during the life of this Contract will be a copy of the original Teacher Evaluation Instrument(s) on file in the District office and held by the Union. No alteration to the instrument will occur unless by mutual consent of the Union and the Board. The entire evaluation process will be governed by the language contained in the most recent edition of the Illinois School Code or an updated legislative amendment.

11.2 Unsatisfactory Evaluation of Tenured Staff

- A. Within thirty (30) calendar days after an evaluation has been reduced to writing resulting in a rating of unsatisfactory, the responsible evaluator will develop and initiate the district remediation plan designed to correct the areas identified as unsatisfactory, provided the deficiencies are deemed remediable.
- B. The remediation plan shall provide reinstatement to a schedule of biennial evaluation for any teacher who successfully completes the one-year remediation plan by receiving a proficient or better rating, unless the district's plan regularly requires more frequent evaluations.
- C. Participants in the remediation plan shall include the evaluatee deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.
 1. The consulting teacher shall be informed, through a conference with the qualified administrator and the teacher under remediation, of the results of the first follow up evaluation in order to continue to provide assistance to the teacher under a remediation plan.
 2. The participation of the consulting teacher shall be voluntary.
 3. The qualified consulting teacher shall be one who has received a rating of excellent on his/her most recent evaluation preferably has a minimum of five (5) years experience in teaching, if available, and has knowledge relevant to the assignment of the teacher under remediation.

4. The consulting teacher shall be chosen from a list developed by the district or, in districts with an exclusive bargaining agent, the bargaining agent may, if it chooses, supply a roster of qualified teachers from which the consulting teacher is to be selected.
5. If the consulting teacher becomes unavailable during the course of a 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.
6. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
7. The consulting teacher shall not participate in any of the required follow up evaluations, nor be engaged to evaluate the performance of the teacher under remediation, unless a collective bargaining agreement provides otherwise.

D. The plan shall provide that any educator who fails to complete the remediation plan with a proficient or better rating shall be dismissed in accordance with the School Code.

11.3 Documentation

Information included in the written evaluation must reflect direct observations made by the evaluator or by another administrator. This performance must be put into anecdotal form, shared with the teacher verbally and in writing, signed by the evaluator and teacher, and put into the teacher's personnel file within ten (10) working days of the final observation.

A copy of each written evaluation report signed by all parties shall be retained by the staff member prior to submission of the evaluation to the Superintendent. If a staff member wishes to respond in writing to the content of a written evaluation, the staff member must submit the response to the Principal within fifteen (15) days of receipt of the evaluation. The written response shall be signed by all parties to the evaluation and a copy shall be retained by the teacher. A teacher is required to sign the evaluation and his/her signature shall only represent receipt of the evaluation, not necessarily approval.

This formal evaluation of each teacher shall be conducted by an administrator of School District #156.

ARTICLE 12 - SALARY

12.1 Salary Schedule

- A. In the first year of the contract, all existing members (except those who have submitted a notice of intent to retire) on and off the schedule shall receive a flat dollar increase of \$5,000 to their base salary. The FY18-19 salary schedule found in Appendix C shall be adjusted to reflect this change.

The FY18-19 salary schedule shall be used for FY20 and FY21, teachers take a step.

Teachers who are off the schedule shall receive a 2% increase in FY20 and FY21.

The Board of Education shall pay only a maximum of 5.0% of the employee contributions to the Teacher's Retirement System.

- A. Salary will be disbursed every two (2) weeks on a twenty-six (26) pay basis.

12.2 Previous Experience

Teaching experience elsewhere shall be given full value to total seven (7) years. A total of eight (8) years experience shall be given to those who have completed ten (10) or more years of teaching.

12.3 Professional Growth

Approval of formal Masters Degree Programs must pertain to the related subject area(s) or grade level(s) the teacher is presently teaching and be in the field of education. Examples of programs which would not be approved: 1. School Administration and programs for which the school district does not provide programs (counselor, etc). 2. Advance programs such as music education will be accepted, but not music.

Undergraduate course hours shall not be used for lateral advancement on the salary schedule

The superintendent will provide to the Union president copies of the forms submitted by the teacher and acted upon by the superintendent.

An official letter showing completion of course work (with an official transcript showing credit to be filed as soon as possible) should be on file at Lincoln Elementary School by October 1st to receive a full year's increase in salary or by February 1st to receive a half year's increase in salary. Teachers may take up to a maximum of eighteen (18) semester hours per school year (August 1 to July 31st), with approval of the Principal and Superintendent.

The Board will set aside a lump sum of \$10,000 annually to reimburse certified staff in June for courses approved by the administration. The lump sum of \$10,000 shall be prorated among the certified staff for whom courses have been approved based upon the cost of the courses; provided, however, that no certified staff member shall be reimbursed for more than \$3,000 in any one calendar year.

12.4 Financial Incentive

To assist teachers in pursuing their professional growth programs, the Board agrees to assist the cost hereof by the following:

Teachers will be reimbursed for coursework, seminars, and workshops, upon proof of completion. Reimbursement shall not apply to hours taken through a program by which a teacher received a subsidy from other sources, i.e., National Science Foundation, National Defense Education Act, etc.

- A. If a university uses a pass/fail system, the teacher must have received a "pass" grade from the university.
- B. If the university uses an "A, B, C" or similar type of system, the teacher must have received no less than a "B" grade from the university.
- C. If a university has a system whereby it uses neither of the above, but instead uses a system whereby it gives grades for the amount of work having been completed and credits earned, the school district will give tuition reimbursement and credit on the salary scale according to that university's requirements and recognized accomplishments.
- D. Reimbursement shall apply while on a leave of absence.

ARTICLE 13 - INSURANCE

13.1 Insurance

The Board agrees to pay for and provide as needed to the teaching faculty full single medical insurance and dental coverage, along with employee accidental death and dismemberment and term life insurance of \$20,000.

An Insurance Committee consisting of all stakeholders will be formed with the intent of making recommendations regarding cost of co-pays, prescriptions, etc. in order to offset the increase in premium costs above 12%.

The District shall contribute thirty-seven and one half (37.5) percent of the premium towards family medical and dental insurance.

13.2 Property Liability

The District and the Union will utilize a committee structure, consisting of representation of all stakeholders, with a mandate to address property liability and safety.

ARTICLE 14 - TERMS OF AGREEMENT

14.1 Duration

This agreement will be effective as of August 2018 and shall remain in effect until the day immediately preceding the beginning of the 2021-2022 school year.

14.2 Savings Clause

Should any article, section or clause of this agreement be declared illegal, said article, section or clause shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section or clause.

14.3 No Strike

The UNION agrees that it will not strike during the term of this Agreement.

For the Board of Education
Lincoln School District #156

For the Lincoln Council
AFT Local #943, IFT/AFT/AFL-CIO

APPENDIX A

A Teacher will be compensated at the extra duty rate of \$23.00 per hour for non-instructional services and \$25.00 per hour for instrumental services not identified in the tiers below:

<u>Tier I (\$2200)</u>	<u>Tier II (\$1900)</u>	<u>Tier III (\$1000)</u>	<u>Tier IV (\$600)</u>	<u>Tier V (\$400)</u>	<u>Tier VI (\$250)</u>
After School Detention	Lunchroom Supervision	Before School Supervision	Summer Band Camp	Academic Bowls	Kdg. Advisor (1 pos)
Summer School	ISS Lunch Replacement	After School Computer Lab	Booster Club	Read to Succeed Program	Honor Roll/Honors Banquet (1 pos)
STEAM	Student Council	Game Supervision	Science Fair	BOY Data Entry	8th Grade Advisor (1 pos)
	Power Hour	NJHS	Mentoring		
		Saturday School	Family Learning Fair		
		Art Club	Chess		
		Multicultural Club			
		Junior High Choir			
		Yearbook			

- Stipend positions will be processed as a check separate from payroll
- Stipend positions will be paid in two portions
 - Maximum of 2 pays after 1st semester
 - Last pay of the 2nd semester
- Summer School stipends will be paid on a date to be determined by the District Office
 - Determined yearly
- In determining the amount of the stipend to be paid to the teacher, the District shall review sick or personal days used on days when the extra duty was to be performed. If the number of sick and/or personal days is equal to 10% or more of the days to be worked, the stipend shall be adjusted by that percentage.

APPENDIX B

SICK LEAVE DONATION FORM

I, _____, voluntarily contribute _____ (*)
irredeemable days of my accumulated sick leave days for
_____ 's
request in accordance with the Master Contract.

Signature

Date

*Time

(*) Limited to a maximum of five (5) days.

_____ I am willing to add to my sick leave days indicated on this form if the teacher's request is not satisfied. (**NOTE:** Additional days cannot exceed the maximum of five (5) days contributed.)

SALARY SCHEDULE

Appendix C

FY19-FY21 Salary Schedule

**FY19-FY21 Salary Schedule with TRS of
5.000% (Actual TRS 5.2632%)**

FY19-FY21 Salary Schedule				FY19-FY21 Salary Schedule with TRS of 5.000% (Actual TRS 5.2632%)				
	BA	MA	MA+30		BA	MA	MA+30	
STEP	Lane 1	Lane 2	Lane 3	STEP	Lane 1	Lane 2	Lane 3	
1	\$ 40,549.71	\$ 48,009.88	\$ 51,258.33	1	\$ 42,683.92	\$ 50,536.73	\$ 53,956.15	
2	\$ 43,049.71	\$ 50,509.88	\$ 53,758.33	2	\$ 45,315.50	\$ 53,168.31	\$ 56,587.73	
3	\$ 43,800.26	\$ 51,576.05	\$ 54,959.27	3	\$ 46,105.56	\$ 54,290.60	\$ 57,851.89	
4	\$ 44,686.09	\$ 52,877.45	\$ 56,199.07	4	\$ 47,038.01	\$ 55,660.49	\$ 59,156.94	
5	\$ 45,456.99	\$ 53,788.78	\$ 57,173.95	5	\$ 47,849.49	\$ 56,619.79	\$ 60,183.13	
6	\$ 46,245.86	\$ 54,723.75	\$ 58,172.38	6	\$ 48,679.87	\$ 57,603.97	\$ 61,234.11	
7	\$ 47,051.48	\$ 55,680.00	\$ 59,195.54	7	\$ 49,527.89	\$ 58,610.55	\$ 62,311.12	
8	\$ 47,876.25	\$ 56,658.71	\$ 60,241.07	8	\$ 50,396.07	\$ 59,640.77	\$ 63,411.68	
9	\$ 48,726.16	\$ 57,658.69	\$ 61,312.50	9	\$ 51,290.72	\$ 60,693.38	\$ 64,539.50	
10	\$ 49,626.35	\$ 58,624.40	\$ 62,270.90	10	\$ 52,238.28	\$ 61,709.92	\$ 65,548.34	
11	\$ 50,563.65	\$ 59,627.93	\$ 63,266.98	11	\$ 53,224.91	\$ 62,766.26	\$ 66,596.84	
12	\$ 51,536.86	\$ 60,682.28	\$ 64,313.68	12	\$ 54,249.34	\$ 63,876.11	\$ 67,698.64	
13	\$ 52,568.72	\$ 61,811.10	\$ 65,432.21	13	\$ 55,335.52	\$ 65,064.35	\$ 68,876.04	
14	\$ 53,674.80	\$ 63,029.76	\$ 66,642.57	14	\$ 56,499.81	\$ 66,347.14	\$ 70,150.10	
15	\$ 54,875.45	\$ 64,355.98	\$ 68,164.94	15	\$ 57,763.66	\$ 67,743.16	\$ 71,752.60	
16	\$ 56,073.71	\$ 65,679.83	\$ 69,266.99	16	\$ 59,024.98	\$ 69,136.70	\$ 72,912.65	
17	\$ 57,273.16	\$ 67,004.87	\$ 70,582.14	17	\$ 60,287.56	\$ 70,531.47	\$ 74,297.02	
18	\$ 58,473.81	\$ 68,329.91	\$ 71,896.11	18	\$ 61,551.40	\$ 71,926.25	\$ 75,680.15	
19	\$ 59,674.46	\$ 69,653.76	\$ 73,211.26	19	\$ 62,815.25	\$ 73,319.78	\$ 77,064.52	
20		\$ 70,977.62	\$ 74,525.24	20		\$ 74,713.31	\$ 78,447.65	
21		\$ 72,783.73	\$ 76,316.06	21		\$ 76,614.49	\$ 80,332.72	
22		\$ 74,591.03	\$ 78,110.41	22		\$ 78,516.91	\$ 82,221.52	
23		\$ 76,395.97	\$ 79,898.87	23		\$ 80,416.84	\$ 84,104.11	
24		\$ 78,200.90	\$ 81,692.05	24		\$ 82,316.77	\$ 85,991.66	
25			\$ 83,486.40	25			\$ 87,880.45	
26			\$ 85,303.12	26			\$ 89,792.79	