

OFFICIAL COPY

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

SUNSET RIDGE SCHOOL DISTRICT 29

COOK COUNTY

NORTHFIELD, ILLINOIS

AND

THE SUNSET RIDGE EDUCATION ASSOCIATION

ILLINOIS EDUCATION ASSOCIATION

2014-2019

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PREAMBLE

This Contract is made and entered into between the Board of Education of School District 29, Cook County, Northfield, Illinois (hereinafter referred to as the "Board") and the Sunset Ridge Education Association (hereinafter referred to as the "Association"). The effective dates of this contract are September 1, 2014 through August 31, 2019. The Board recognizes the Association as the exclusive representative of all employees in the bargaining unit for which it has been certified, to bargain on wages, hours, terms and conditions of employment. The said bargaining unit consists of all certified teachers which includes the social worker, speech pathologist, counselor, Illinois certified school nurse, and the District-employed psychologist at Sunset Ridge and Middlefork Schools (hereinafter referred to as "teachers"), but excludes all other employees and independent contractors, such as, without limitation, the Superintendent and all other managerial, supervisory, or administrative employees, the nurses (who do not possess Illinois school nurse certification), central office and school office employees, teacher assistants, technology staff, short-term employees and student employees. This Contract shall be renewable only upon the mutual written consent of the parties hereto.

The Board and Association concur that this Agreement is predicated upon the educational welfare of the students of the District, and that each student is entitled to an education of the highest quality. It is also agreed that student growth and learning thrive in a community that embraces collaboration, common understanding, and mutual respect. Both the Board and Association will endeavor to promote and maintain a professional environment, which includes positive and collaborative relationships with colleagues, parents, the community and administration.

Article I

ASSOCIATION RIGHTS and OBLIGATIONS

- A. Use of District 29 Buildings
The Association shall have the right to hold Sunset Ridge Education Association meetings on school property provided that reasonable advance notice is given to the administration and that such meetings do not unreasonably interfere with any aspect of the instructional program or other District activities.
- B. Use of Bulletin Boards
The bulletin board areas provided in both school faculty lounges may be utilized for the posting of notice of activities of the Association and other valid matters of Association concern.
- C. Use of District 29 Interoffice Mail
The Association shall have the right to use the District's interoffice mail, teacher mailboxes, voice mail and email systems for a reasonable quantity of Association communications.
- D. Board Agenda
The Board shall provide the Association President an electronic copy of the tentative agenda and the non-confidential portion of the Board packet for each regular and special Board meeting at the time such agenda and Board packet is provided to Board members.
- E. Board Minutes
A copy of the minutes of all regular and special Board meetings shall be made available to the Association President immediately following their approval.
- F. Availability of Teacher Names
The Board shall make available to the Association President the names and addresses of newly hired faculty members no later than three (3) business days after their official employment.
- G. Fair Share
 - 1. Each faculty member, on or before thirty (30) days from the date of commencement of his or her duties or the effective date of this Contract, shall join the Association or pay a fair share to the Association for services rendered, which fee shall not exceed the dues uniformly required of members of the Association, including Local, State, and National dues, and which shall not include any fees for contributions related to the election or support of any candidate for political office.
 - 2. The Association shall certify to the Board the amount of membership fees and fair share fees which have been established by the Association and which shall not

exceed the limitations imposed on fair share fees by the *Illinois Educational Labor Relations Act* and any other legal requirement.

3. The Board shall deduct Association fees from teachers' paychecks in accordance with procedures mutually agreed upon by the Association and the Board.
4. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
5. The Association agrees to indemnify and save the Board harmless against any claims, demands, suits, or other liability arising out of the Board's deduction of money for Association fees from a teacher's pay.

H. Superintendent/Association President Discussions

The Superintendent or designee shall meet with the Association President or designee for the purpose of reviewing any matter of concern for the preservation of effective employer/employee relations, provided that whenever possible the request for such meeting (which may originate from either party) shall be in writing and shall include a proposed detailed agenda. Except by mutual consent, such agenda shall not include any matter related to negotiations or grievance.

I. Employer Hearing/Employee Rights

When any teacher is required to appear before any administrator, Board Committee, or the Board of Education for purposes of a formal investigation preceding possible discipline or dismissal of that teacher, the teacher is entitled to written notification of the meeting, informing the reasons for the meeting and the right to have Association representation during the meeting. With the teacher's prior consent, the Association President or designee will be given a copy of the written notice. To the extent practicable, disciplinary meetings will be held after the close of the student day.

Article II

TEACHER'S PERSONNEL FILE

- A. The Board will maintain a personnel file for each teacher that contains all evaluative and other non-medical records. Medical records will be kept in a separate file and in a secure location. Although kept in a separate file, for purposes of the other provisions in this Article, medical records will be considered to be part of a teacher's personnel file.
- B. Each teacher shall have access to his or her file including any medical information during regular school business hours upon four (4) hours notification.
- C. Personnel files may be reviewed in the school office while an administrator or his or her designee is present. During this review, the teacher may make copies of documents from the file. The District may take any reasonable steps to protect the integrity of the files.
- D. A teacher will be given a copy of any material that is being placed in his or her file within two (2) working days. All such material will be dated and signed by both the administrator and the teacher. By signing, the teacher indicates only that he or she has reviewed the material that is being placed in his or her file.
- E. A teacher may request removal of any material from the personnel file and such material may be removed with the agreement of the Superintendent. However, no material may be removed from a teacher's file without the written permission of the teacher and the Superintendent, except as required by law, and, if required by law, after giving written notice to the teacher and affording the teacher an opportunity to object to the removal.
- F. A teacher shall have the right to add any pertinent material to his/her file and to attach dissenting or explanatory material to any material within two (2) weeks of notification of the material being placed in his or her file.
- G. With respect to any teacher's file, neither the original file, nor copies of any information in the file, shall be released without the teacher's written permission during or after service in the District, except as may be required by law. Each teacher's file is the property of the Board. Information may be released to the District's insurer without the teacher's permission.
- H. Any and all material hereafter placed in a teacher's file shall be subject to entry in an inventory to be kept as the cover sheet of the file. The inventory shall contain, at a minimum, a brief description of the material and the date of entry. With respect to each teacher's file, the administrative office of the District shall be responsible for maintaining the inventory.
- I. A teacher may request the Board to review material which he or she feels may have an adverse effect on his or her status. The teacher may include for review other pertinent dissenting or explanatory material.

- J. Within one business day of the Superintendent's receipt of a FOIA request involving a teacher's personnel records, the teacher will receive written notice and a copy of the FOIA request.

Article III

TEACHER EVALUATION PROCESS

The purpose of formal teacher observation and evaluation in this District is to improve teacher effectiveness in providing a sound learning experience for children. Observation and evaluation may also serve as vehicles for identifying and promoting professional behaviors that support the District's mission of cultivating a learning community and commitment to excellence.

A. Evaluation Cycle

Each tenured teacher shall be placed on a two-year evaluation cycle, which includes a non-summative year and a summative year. The first tenured year of the teacher shall be the non-summative year of the evaluation cycle. The second tenured year of the teacher shall be the summative year of the evaluation cycle.

The non-summative year includes:

- A self-evaluation;
- Goal setting; and
- No formal observation (unless requested by the teacher or required by the evaluator as permitted under Section E.1 below).

The summative year includes:

- At least one formal observation;
- A self-evaluation;
- Goal setting; and
- A formal written summative evaluation.

All non-tenured teachers shall remain on the summative year of the cycle for each non-tenured year until they receive tenure. They will have at least two formal observations each year.

B. Evaluators

Qualified administrator(s) shall serve as primary evaluators and, as such, shall be responsible for the overall evaluation of District teachers.

C. Confidentiality

The Board and Administration shall keep teacher evaluations and post observation reports confidential to the extent possible, subject to the provisions relating to the removal and disclosure of material in the teacher's personnel files addressed in Article II.

D. Standardized Forms and Procedures

1. The same forms and procedures typically shall be used to observe and evaluate all teachers. Revisions to the observation report, goals form, and summative evaluation form will be jointly designed by the Superintendent or his or her designee and the Association.

2. In the case of teachers working in several fields, such as but not limited to, counseling or other specialized fields, the evaluator and the teacher will use forms and criteria which will be developed by a committee of administration, faculty and Board. The faculty members shall be appointed by the Association.
3. Forms and Procedures Explained and Readily Available
 - a. Prior to October 1 of each year, the building principals will explain evaluation procedures and objectives to all teachers.
 - b. Copies of the forms and procedures utilized shall be available on request.

E. Observations

1. Frequency of Formal Classroom Observations

Each tenured teacher shall have at least one (1) scheduled formal classroom observation in the summative year of the evaluation cycle. Tenured teachers in the non-summative year of the evaluation cycle will not be formally observed, unless the teacher requests a formal observation or the evaluator requires a formal observation. All procedures applicable to formal observations conducted in the summative year of the evaluation cycle shall apply to formal observations if conducted in the non-summative year of the evaluation cycle. For tenured teachers under remediation, the provisions of Article 24A of the *School Code* shall be followed. All non-tenured teachers shall have at least two (2) scheduled formal classroom observations per school year.

2. Scheduled Formal Classroom Observations

- a. Preliminary Steps
 - 1.) A preliminary conference between the evaluator and the teacher shall take place before each formal observation.
 - 2.) During this conference the learning activities planned for the time of observation may be discussed, as well as the general and specific goals and objectives of the teacher. "The SRS Teacher's Guidelines for the Observation Process" form should be used as a guideline, but not as an evaluative tool.
- b. Formal Classroom Observation

The evaluator shall remain in the classroom for a minimum of one (1) class period or for the duration of the activity in progress.
- c. Post-Formal Classroom Observation Steps.
 - 1.) A post-observation conference shall be held within five (5) school days of the observation, except in an emergency or when a later time is mutually agreed upon.

- 2.) A completed copy of the post-observation report shall be given to the teacher within thirty (30) school days of the post-observation conference. The teacher shall sign such observation report before it shall be placed in the teacher's personnel file. By signing, the teacher indicates only that he or she has reviewed the material that is being placed in his or her file.
- 3.) If requested, ten (10) additional school days shall be allowed the teacher for consideration of such observation report and discussion with the evaluator before the post-observation report is signed and filed.
- 4.) A copy of the signed observation report shall be given to the teacher for his or her own records.

d. Discrepancies in Viewpoint

- 1.) If there are specific objections to the substance of the observation report, the teacher may so comment in writing, giving reasons for the statements made, provided such objections shall be submitted within ten (10) school days of receipt of the observation report.
- 2.) The teacher may request that an additional observation and post-conference be made before the form is signed and filed.

3. Informal Observations

Informal observations or "walk-throughs" may also be conducted. This may include short unannounced visits to classrooms or other areas where students are being supervised by teachers, such as at recess, during passing periods, in the lunchroom, etc. It may also include observation of teachers' professional behavior in non-classroom settings, such as during meetings or presentations. Deficiencies observed during an informal observation shall be communicated in writing to the teacher within three (3) school days of the informal observation, unless additional time is required due to extenuating circumstances (e.g., teacher or evaluator absence).

4. Timing

Formal observations for teachers which are used in the development of the teacher's written summative evaluation, whether conducted in the summative year or non-summative year, should be completed at least sixty (60) days before the end of the school year.

F. Self-Evaluation

All teachers will complete a self-evaluation form. The form and procedures will be developed by the Evaluation Committee. Self-evaluation information may be used to inform the development of goals, and may be referenced in the written summative evaluation.

G. Professional Goals and Objectives

1. All teachers shall participate in professional goal setting. A goals conference to discuss the professional goals and objectives of the teacher will be held at the beginning and end of the school year.
2. The teacher shall write his or her own goals and objectives. The evaluator may also work with the teacher to jointly write goals. Each teacher shall have a minimum of two professional goals. Information from observations, self-evaluation, and parent feedback may be used to inform the development of goals.
3. The evaluator shall respond to the teacher's stated goals and objectives during the beginning of the year conference, giving his/her assessment of their substance and their appropriateness, and he/she will discuss with the teacher goal attainment or need of further pursuit during the end of the year conference.

H. Summative Evaluation (Summative Year Only)

1. A summative evaluation conference should be conducted with a teacher at least sixty (60) days before the end of the school year. During this conference, written evaluations will be presented and discussed. All written evaluations shall be based on observers' first-hand observations (from both formal and informal observations) and in addition may be based on any other concerns, incidents, or matters previously communicated to the teacher. A teacher shall be advised reasonably in advance of the summative evaluation of any informal observation that would impact a teacher's rating.
2. The evaluation will be dated and signed by both the administrator and the teacher. By signing, the teacher indicates only that he or she has reviewed the material that is being placed in his or her file.
3. Within ten (10) school days, the teacher shall have the right to attach an explanation or statement with respect to any material in his or her summative evaluation and to have such made part of his or her personnel file. The administrator who has written the summative evaluation will sign any such explanation or statement within five (5) school days of receipt from the teacher. The administrator's signature on the explanation or statement does not imply agreement with said teacher's response.

I. Professional Development Plan

1. Within 30 school days after completion of an evaluation which rates a teacher in contractual continued service as "needs improvement", the evaluator, in consultation with the teacher, will develop a professional development plan directed to the areas that need improvement and any supports that the District will provide.

2. In developing the plan, the evaluator will take into account the teacher's on-going professional responsibilities including his or her regular teaching assignments.

J. Remediation

1. Within thirty (30) days of receiving a rating of unsatisfactory in the summative evaluation conference, the tenured teacher shall meet with the evaluating administrator and a consulting teacher to formulate a remediation plan.
2. The Association, if it so chooses, may supply a roster of qualified teachers (having at least five (5) years teaching experience and a reasonable familiarity with the assignment of the teacher under remediation) from whom the consulting teacher is to be selected. That roster shall, however, contain the names of at least five (5) teachers, each of whom meets the criteria for consulting teacher with regard to the teacher being evaluated, or the names of all teachers so qualified if that number is less than five (5). In the event of a dispute as to qualification, the State Board shall determine qualification.
3. The role of consulting teacher shall be entirely voluntary.
4. The consulting teacher shall receive a stipend to be determined after a review of the requirements of the remediation plan. The consulting teacher shall also be released from one or more class hours per week as required by the remediation plan.
5. The remediation plan shall be constructed in accordance with Section 24A of the *School Code*.
6. The remediating teacher who fails to complete the ninety (90) day remediation plan with a "proficient" or better rating shall be dismissed in accordance with Section 24A and 24-12 of the *School Code*.
7. All procedural aspects of the evaluation plan shall be subject to the grievance procedure.
8. The parties further recognize that the law (*i.e.*, The *Illinois School Code*, The *Illinois Educational Labor Relations Act*, ISBE rules and regulations and related court or administrative agency decisions) continues to evolve regarding faculty evaluations. Therefore, the parties acknowledge that if any portion of this Agreement regarding evaluation is determined to be contrary to the law, the law shall prevail, with the understanding that if any such changes in the law contain "grandfather" rights provisions, such grandfather rights shall be considered part of this Agreement unless mutually agreed otherwise. If any changes in the law regarding evaluation allow the parties' discretion, the parties agree that the procedural aspects of the evaluation plan and process shall be considered

mandatory subjects of bargaining but that the substantive components of the plan or process shall be permissive subjects of bargaining unless mandatory by law or prohibited by law. The Board shall still be obligated to bargain over the impact on wages, hours and terms and conditions of employment.

Article IV

GRIEVANCE PROCEDURE

A. General

1. A grievance shall mean that there has been a complaint of an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Contract.
2. All time limits hereinafter referenced in this Article shall be based upon regularly-scheduled school days, except that during the summer recess period, the time limits shall be based upon weekdays, Monday through Friday, exclusive of legal holidays.
3. Failure of the Association to submit or to act on any grievance within the prescribed time limits will act as a bar to any further appeal, thus making the last disposition of any such grievance the final disposition thereof. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by mutual written agreement.
4. The initiation of this grievance procedure, other than the informal procedure described below, shall be conditioned upon the filing of a formal grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance or within twenty (20) days of the earliest date on which the occurrence may reasonably have been ascertained, whichever is later. Such grievances shall be filed on a form corresponding to that attached hereto as Appendix B.

B. Procedures

The Board of Education and Association, hereinafter referred to as the "parties", hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative shall accompany the teacher to assist in the informal resolution of a problem. If, however, the informal process fails to satisfy the teacher and the Association, a grievance may be processed as follows:

1. Step 1

The Association shall present the grievance to the immediate supervisor, who will arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association representative, the grievant, and the immediately-involved supervisor may be present for the meeting. The Administration shall notify the grievant of his or her right to have an association representative present during the meeting. Within eight (8) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the

decision. In grievance matters wherein the teacher's immediate supervisor is the Superintendent, the grievance process shall begin at Step 2.

2. Step 2

If the grievance is not resolved in Step 1, then the Association may refer the grievance to the Superintendent or designee within six (6) days after receipt of the Step 1 answer or within fourteen (14) days after the Step 1 meeting, whichever is the later. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of the receipt by the Superintendent or designee of the appeal. Each party shall have the right to include in its representation such witnesses or counselors as it deems necessary. A member of the School Board may be asked to attend this meeting. Within ten (10) days of the meeting, the Association shall be provided with the written response of the Superintendent or designee, including the reasons for the decision.

3. Binding Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2 or the prescribed time limits expire without the issuance of the written response of the Superintendent's designee, the Association may submit the grievance to binding arbitration. Unless the parties agree otherwise, the American Arbitration Association (hereinafter referred to as "AAA") shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the receipt of the Step 2 answer, then the grievance shall be deemed withdrawn.

- a. The arbitrator shall have no power to alter the terms of this Contract. His or her authority shall be strictly limited to deciding only the issue or issues presented to him or her by the Board and the Association, and his or her decision shall be based only upon interpretation of the meaning or application of the express relevant language of this Contract.
- b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- c. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such shall be divided equally between the parties.

- C. If any teacher (or the Association) files any claim or complaint in any court of law or other appropriate governmental agency, other than the grievance procedures set forth herein, then the Board shall not be required to process the same claim or set of facts through said grievance procedures.
- D. Any investigation or other handling or processing of any grievance, other than the formal arbitration hearing, shall be conducted so as to result in no interferences with or

interruption whatsoever of the instructional program and related work activities of the teacher involved or the teaching staff.

- E. A grievance may be withdrawn by the grievant at any level without establishing precedent, and if withdrawn, such grievance shall be treated as never having been filed.
- F. Under exceptional circumstances, a grievance may, by mutual agreement, be expedited by permitting filing at, or appealing to a higher step than prescribed above. Also under exceptional circumstances, the parties may, in a specified case, mutually agree to utilize the Expedited Arbitration Rules of the AAA instead of the Voluntary Labor Arbitration Rules.
- G. No reprisals shall be taken by the employer against any teacher because of the teacher's participation or refusal to participate in a grievance proceeding.
- H. Should a teacher or Association representative be released from his or her regular assignment in order to attend any formal grievance proceedings, the teacher and/or Association representative shall be released without loss of pay or benefits.

Article V

REDUCTION IN TEACHING STAFF

Preamble

The provisions in this Article are intended by the Board and Association to be enforceable in accordance with the provisions of the *School Code* relating to removal or dismissal of teachers. When the Board decides that it is necessary to terminate the employment of any teacher in order to reduce the number of teachers because of decreased enrollment or to decrease expenditures because of economic necessity, a public hearing shall be held as specified under the *School Code* when required under the *School Code*, before the procedures set forth are followed.

A. Reduction in Force Procedure

1. Attrition

To the extent the Board deems it to be practicable, reduction in staff will be accomplished through attrition, including, but not limited to, full encouragement to take early retirement among those teachers eligible.

2. Categorization/Job Descriptions

Each school year each teacher will be categorized into one or more positions which the teacher is qualified to hold according to legal and other qualifications identified in job descriptions, which must be established on or before the May 10 prior to the school year during which the sequence of dismissal is determined. Within each position and to the extent applicable, four groupings of teachers qualified to hold the position shall be established, in accordance with Senate Bill 7 and decisions agreed upon by the District 29 SB7 Joint Committee.

3. Sequence of Dismissal

Provided the foregoing Categorization was timely completed in the preceding school year, the sequence for teacher dismissal will be in the order of their groupings with teachers in Group One dismissed first and teachers in Group Four dismissed last. Within Group One, the Board has discretion in determining the sequence. Within Group Two, the sequence will be determined by the average performance evaluation rating with the lowest average performance rating dismissed first. The average performance rating must be calculated using the average of the two most recent performance evaluation ratings, if two are available. The most recent evaluation rating will be used when only one evaluation is available. The calculation will be performed by assigning the following numerical values to the evaluations: 4 for Excellent; 3 for Proficient; 2 for Needs Improvement; and 1 for Unsatisfactory. When teachers in Group 2 have the same average, then the teacher with the least seniority must be dismissed first. Similarly for each of Groups 3 and 4, the teacher with the shorter length of continuous service with the District will be dismissed first.

4. Dismissal Sequence List

The Board and the Association will annually confer concerning the accuracy of the Dismissal Sequence list as well as the categorization of positions and the Groupings defined in subparagraph 2, above. Copies of the list must be provided to the Association at least 75 calendar days before the end of the school term. The Board retains the right to move teachers from Group One to another Group during the period from 75 days until 45 days before the end of the school term.

5. Insurance

Teachers removed or dismissed because of a staff reduction will be able to maintain membership in the District's insurance programs for such period as is required by law (e.g., COBRA), provided the teacher pays the full cost of such programs.

6. Leave of Absence

Tenured teachers on approved leave will be considered as though they were currently teaching full time in the District for the purpose of determining reduction in staff.

B. Recall/Rehiring

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position must be tendered to the removed or dismissed teachers who were in Group 3 or Group 4 and who are qualified to hold the vacant position based on job qualifications established in job descriptions prepared on or before May 10 of the year preceding the time when the vacancy occurred. If the number of notices issued in connection with a reduction in force based upon economic necessity exceeded 15% of the number of full time certified teaching positions (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within two calendar years from the beginning of the following school term. Among teachers eligible for recall, the order of recall must be in inverse order of dismissal.

For purposes of this Article V, a teacher's performance evaluation rating means the overall performance evaluation achieved during an annual or a biannual performance evaluation. Performance evaluations conducted at the conclusion of a remediation program will not be considered for Article V purposes.

If a teacher has received at least one performance evaluation rating which was used for determining the sequence of dismissal and a subsequent performance evaluation is not completed in the school year, as required, then the average will be computed with the teacher being credited with a Proficient rating on the missing evaluation.

If a performance rating is nullified as a result of an arbitration determination, then the performance evaluation rating is not used in determining the sequence of dismissal and the calculation is based on the remaining completed evaluations.

- C. Dismissal for Cause
Nothing herein is to be construed as limiting the power of the Board to dismiss or release any teacher for cause or as otherwise permitted by law.
- D. Teacher's File
If the Board honorably dismisses any teacher, a copy of the letter of honorable dismissal shall be put in the teacher's file.
- E. The parties further recognize that the law (*i.e.*, *The Illinois School Code*, *The Illinois Educational Labor Relations Act*, ISBE rules and regulations and related court or administrative agency decisions) continues to evolve regarding reduction in force. Therefore, the parties acknowledge that if any portion of this Agreement regarding reduction in force is determined to be contrary to the law, the law shall prevail, with the understanding that if any such changes in the law contain "grandfather" rights provisions, such grandfather rights shall be considered part of this Agreement unless mutually agreed otherwise. If any changes in the law regarding reduction in force allow the parties' discretion, the parties agree that economically motivated reductions in force shall be considered mandatory subjects of bargaining but that non-economically motivated reductions in force shall be permissive subjects of bargaining unless mandatory by law or prohibited by law. The Board shall still be obligated to bargain over the impact on wages, hours and terms and conditions of employment.

Article VI

VACANCIES, TRANSFERS, AND JOB SHARING

- A. Notice of Vacancy
The Superintendent or designee shall notify teachers of all vacancies as they occur. A job description, a statement of minimum qualifications, and salary range for each vacant position shall be available to interested teachers upon request. Except in cases of emergency, a vacancy shall not be filled until notification has been published for at least five (5) days. During recess periods, vacancy notices shall be emailed to each teacher.
- B. Filling New/Vacant Teaching Positions
When filling new and vacant teaching positions, the selection decision must be based upon factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service may not be considered as a factor, unless the District determines that all other factors are equal. The selection decision is not subject to review under grievance procedures.
- C. Voluntary Transfers
Teachers may request a transfer to a different position when a vacancy may occur. Such requests may include transfer to a different building, grade, or subject area and shall be made in writing to the Superintendent. The selection for voluntary transfers must be based upon factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service may not be considered as a factor, unless the District determines that all other factors are equal. The selection decision is not subject to review under grievance procedures. Upon request by the teacher to the Superintendent or designee, the Superintendent and teacher shall meet to discuss the reasons for the request. The Superintendent or designee shall meet with a teacher whose request for transfer is denied. Upon the request of the teacher, an Association representative may be present at meetings relating to the request or denial of a request for transfer.
- D. Involuntary Transfers
Decisions concerning the selection of teachers for involuntary transfer will be based upon certification, qualification, merit and ability, past performance evaluations and relevant experience. If all such factors are equal, then the teacher with the least seniority will be identified for involuntary transfer. A teacher identified for transfer will be promptly notified. Upon request, a tenured teacher shall be released from his or her continued contractual service within thirty (30) days or sooner, provided a replacement acceptable to the Board is available. Also, upon request of the teacher, an Association representative may be present at meetings relating to the involuntary transfer. The selection decision is not subject to Article IV of this Agreement. However, procedures used to make the decision are subject to Article IV.

E. Job Sharing

1. Job Sharing Defined
Job sharing shall be defined as voluntary part time service in which eligible teachers share a position on a regular basis.
2. Eligibility
Two teachers who have both acquired District tenure status or a tenured teacher and a probationary teacher who has completed his or her third year of probationary service with an excellent evaluation rating may request to share a position.
3. Requests for Job Sharing
Two eligible teachers may request job sharing by submitting a proposed written job share plan to the appropriate building principal by March 1 for the following school year. The job sharing plan shall include, but not be limited to, communication plans regarding academic, behavioral, emotional and social needs of individual students, division of teaching responsibilities, schedule of work hours and/or days, shared planning times, substitution procedures, attendance at meetings, institute days, in-service days, open houses, parent conferences, field trips, and other teaching responsibilities.
4. Review and Approval
Requests for job sharing must be approved by the Building Principal, the Superintendent, and the Board of Education. The granting of job sharing shall be no longer than one school term, and the approval or denial of such shall not be precedential with respect to other teachers in subsequent years or with respect to any other teachers. The approval of any job sharing program shall be within the sole discretion of the Board. In the event that the job sharing request is denied, the teachers requesting the job share shall receive a written response from the Superintendent stating the reason for the denial.
5. Job Sharing Review
Each teacher will submit a written report to their supervisor at the end of the school year evaluating the success of the program including recommendations for the future.
6. Failure to Complete Job Share
In the event one teacher resigns during the school term or otherwise cannot complete the job share, the other teacher may return to full-time status in order to complete the assignment. If such teacher cannot return to full-time status and a suitable and eligible teacher cannot be secured to fill the part-time opening, then the teacher shall be placed on unpaid leave for the remainder of the school term and a full time replacement secured. Nothing herein shall prohibit the Board from assigning another teacher to complete the job share.

Article VII

LEAVES

A. Sick Leave

1. Provision

Each employee shall be entitled to a total of fifteen (15) sick leave days in service years 1 through 10 with full pay per school year, sixteen (16) days in years 11 through 20, and seventeen (17) days in years 21 and beyond. Unused sick leave may accumulate to a maximum of four hundred (400) days, provided the current allotment shall be used before reducing the said maximum accumulation. If a teacher terminates employment for any reason before the end of the school year, such days shall be prorated.

2. Definition

Sick Leave shall be interpreted to mean personal illness, quarantine at home, disability due to childbirth or pregnancy, adoption or placement for adoption, or illness in the immediate family or household. The immediate family, for the purposes of this section, shall include: spouse, domestic partner, children, stepchildren, parents, parent-in-law, brothers, sisters, grandparents, grandchildren, aunts, uncles, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians and wards.

B. Bereavement Leave

In case of death in the immediate family (as defined previously) up to five (5) days may be taken for each bereavement as bereavement leave without loss of salary, and the Superintendent may in appropriate circumstances grant extended bereavement leave without loss of pay. In case of death of persons outside the immediate family, the Superintendent may grant bereavement leave without loss of pay. The decision of the Superintendent shall be in his or her sole discretion and entirely non-precedential.

C. Paid Childbirth Leave

1. Full-time teachers who have given birth to a child but are no longer disabled shall be permitted to use accumulated sick days following the delivery of the child, on a fully paid basis, for up to eight (8) weeks following delivery of the child. (The date of delivery is the commencement date of the eight week period.) The length of this leave is irrespective of the number of school work days, holidays, or vacation days that may occur during the eight (8) week period. However, sick leave days will not be deducted for holidays or vacation days.
2. Teachers who utilize the option described in Section C.1 above shall be permitted to extend their use of sick leave for up to an additional four (4) weeks to a total of twelve (12) weeks. In such case, the Board will pay seventy-five percent (75%) of per diem salary during said work days in the ninth and tenth weeks, and teachers

will be docked a proportionate number of sick days. If teachers choose to use such sick leave during the eleventh and twelfth weeks, the Board will pay fifty percent (50%) of their per diem salary during said work days, and the teacher will be docked a proportionate number of sick days.

3. Nothing in this section precludes a teacher from utilizing either paid sick leave or a general unpaid leave in the event paid sick leave has been exhausted, during any period of actual disability.
4. All leave taken under this provision shall be deducted from the teacher's twelve (12) week entitlement to Family and Medical Leave.

D. Personal Leave

Each teacher shall be entitled to three (3) days of personal leave per school year without loss of pay for matters which cannot be handled during non-school days or hours, including sick leave as defined above. Personal leave, if unused at the end of a school year, shall be added to the teacher's accumulated sick leave, provided however, that the combined aggregate accumulation of sick leave and personal leave shall not in any event exceed four hundred (400) days. If a teacher terminates employment for any reason before the end of the school year, such personal days shall be prorated. Written notification indicating date(s) for such leave shall be made to the Superintendent or designee at least two (2) teacher employment days prior to the desired onset of such leave, provided that in an emergency, such notification may be made at a later time with an explanation of such emergency. Such leave shall not be taken during the first five (5) or last five (5) teacher employment days, on teacher institute days, school improvement days, parent teacher conference days or on the teacher employment day immediately preceding or following school vacation, legal holiday, or recess period. This restriction shall not apply to a recognized religious holiday of the teacher's faith, or to an emergency, or extenuating circumstances. Personal leave shall not be available for a work stoppage of any kind.

E. Sabbatical Leave

Sabbatical leave may be granted to teachers who have been employed in the District full-time for six (6) full years or more. Teachers granted such leave shall execute an agreement to return to full-time service in the District for at least two (2) years upon termination of the leave, unless precluded by physical disability and, upon the failure thereof, to reimburse the District for salary paid to the teacher while on leave. In all other particulars, the provisions of the *School Code* regarding sabbatical leave shall govern. A teacher on sabbatical leave shall advance on the salary schedule as if regularly employed and shall receive the same fringe benefits as teachers employed full time.

F. General Leaves of Absence

A leave of absence of up to two (2) years without pay and advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee by March 1 proceeding the first day of the school year in which the leave is to commence, for the purposes of:

1. Exchange or foreign teaching program;
2. Peace Corps, VISTA, or Job Corps participation;
3. Health or family hardship;
4. Study programs of substantial benefit to the educational objectives of the District;
and
5. Other mutually agreed upon reasons.

G. Extended Parental Leave

A teacher who has entered upon contractual continued service shall be eligible for extended Parental Leave without pay or other benefits subject to the following conditions:

1. A pregnant teacher wishing to exercise the Provisions of Extended Parental Leave shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.
2. Application for such leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child. The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences plus one additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Such leave shall commence upon the actual date of delivery. If delivery of the child takes place during the summer recess, the Extended Parental Leave will be for the following school year only. The Superintendent or designee may waive any of the provisions of this subparagraph G. in his or her sole discretion, and any such waiver shall not be precedent-setting in any respect.
3. Teachers who have taken Paid Childbirth Leave shall not also be permitted to take Extended Parental Leave for the same pregnancy. All leaves taken under this provision shall be deducted from the teacher's twelve (12) week entitlement to Family and Medical Leave, provided however, for this limited purpose, teachers shall not be required to use all accrued paid leave before using Family and Medical Leave as otherwise required in the Article on Family and Medical Leaves.
4. In accordance with the plan document, the teacher may maintain insurance benefits by making timely payment of all premiums which may be due to the District's Business Office or pursuant to its direction.

5. Any teacher desiring Extended Parental 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 of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
6. A male teacher who has entered upon contractual continued service shall be entitled to an Extended Parental Leave of Absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in these subparagraphs 1 and 2. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
7. An Extended Parental Leave 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. The granting of Extended Parental Leave 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 accept the conditions established therefore.
8. For purposes of determining contractual continued service, a school term shall be counted only toward attainment of contractual continued service if the teacher actually teaches or is otherwise present and participating in the District's educational program for 120 days or more within the school term. Days of leave taken pursuant to the *Family Medical Leave Act* that the teacher is required by the District to take until the end of the school term shall be considered a day of teaching and participation in the District's educational program. However, a school term that is not counted toward attainment of contractual continued service shall not be considered a break in service for purposes of determining whether a teacher has been employed for 4 consecutive school terms, provided that the teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.
9. Notwithstanding anything to the contrary in this Article on Extended Parental Leave, a teacher who has been granted an Extended Parental Leave shall not become eligible for a subsequent Extended Parental Leave unless and until such teacher has returned to service for at least two (2) full school years. Notwithstanding the foregoing, under exceptional circumstances, the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall not be precedent-setting.

10. Nothing in this Article on Extended Parental Leave shall be construed as requiring any teacher to apply for Extended Parental Leave. A teacher not eligible for, or not desiring, such leave and who is absent for medical reasons relating to pregnancy and/or to the delivery of the child, may utilize accumulated sick leave and be entitled to medical benefits in the same manner as an employee by reason of any other disability. Similarly, if such teacher shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits in the same manner as other employees applying for leave of absence because of some other disability. Such teacher shall be required to return to employment immediately upon termination of such disability in the same manner as any other employee is required to return to work upon the termination of a disability, subject to the provisions of the Article on Leaves.
11. A teacher who is eligible for extended Parental Leave without pay or benefits may have access to health insurance provided by the District. In such case, the said teacher pays the full District cost and the teacher cost of the premium pursuant to COBRA.

H. Provisions Applicable to General and Parental Leaves of Absence

Notwithstanding any provisions herein to the contrary, the following provisions shall apply in the case of a teacher who has requested a leave of absence under the Articles relating to General Leaves of Absence, Extended Parental Leave of Absence, or Family and Medical Leaves.

1. The continued contractual service of a teacher shall not be affected because of an absence while on leave. Refusal to grant a leave of absence will not be subject to challenge through the grievance procedure provided in this Contract.
2. Any teacher who has been employed for a total of eighty-nine (89) or more days during the entire school year shall be entitled to such advancement on the salary schedule as he or she would have if the leave had not been granted.
3. In all instances in which a teacher is granted a leave of absence, as a condition thereof, he or she shall advise the Superintendent or designee in writing no later than March 1, prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from continued contractual service, thereby removing the District's obligation to reemploy.

I. Family and Medical Leave (In compliance with Family and Medical Leave Act)

An eligible teacher may take approved absences of up to twelve (12) weeks per year for reasons set forth below:

1. An eligible teacher is one who has been employed by the District for twelve (12) months and who has worked in a 1.0 FTE position as defined elsewhere in this Agreement, or at least 1,250 hours during the twelve (12) month period preceding leave commencement.
2. The circumstances under which an approved leave may be taken are as follows:
 - a. upon the birth of the employee's child;
 - b. upon the placement of a child with the employee for adoption or foster care;
 - c. when the employee is needed to care for a child, spouse, or parent who has a serious health condition;
 - d. when the employee is unable to perform the functions of his or her position because of a serious health condition. A serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment of a health care provider; or
 - e. as otherwise provided under law.
3. Any part-time teacher employed by the District for at least two consecutive years ("part-time" is defined as having worked the preceding twelve (12) months but in a less than 1.0 FTE position) may take approved absences with FMLA benefits of up to twelve (12) weeks per year beginning in the teacher's third year of consecutive employment in the District, but only for the purposes of taking leave for the birth of the employee's child or the placement of a child with the employee for adoption or foster care.

If a teacher has accrued paid leave, such paid leave must be exhausted before the District will grant unpaid leave under this provision of Family and Medical Leave. Any use of such leave will be deducted from the twelve (12) week total available under FMLA.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice to the Superintendent in writing at least thirty (30) days prior to the start of the leave, or, if these events require leave to begin in less than thirty (30) days, as soon as practicable.

The District may require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, such certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, such claim may require medical certification to support the claim that the employee is needed to provide care. In its discretion, the District may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the District, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the District and the teacher.

If a teacher has a medically certified serious health condition, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on such a basis, however, the District may require the employee to transfer temporarily to an alternative, equivalent position. If the requested leave is based on planned medical treatment and the teacher would be on leave for more than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the District may require the teacher to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment.

Any teacher who is granted an approved leave of absence to begin more than five (5) weeks prior to the end of the school year may be required by the District at its discretion to continue taking leave until the end of the year, provided that the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) weeks prior to the end of the year. Any teacher who is granted an approved leave of absence under this provision to begin less than five (5) weeks prior to the end of school year, for any reason other than because of his or her own serious health condition, may be required by the District at its discretion to continue taking leave until the end of the year, provided that the leave is at least two weeks in duration and the return to employment would occur during two weeks prior to the end of the year. Similarly, if such leave for more than five (5) working days is to begin less than three (3) weeks before the end of the year, the teacher may be required to take leave until the end of the year.

Any teacher who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the District, before the end of the preceding month, the amount that would be deducted from his or her semi-monthly paycheck(s) to cover his or her contribution to the cost of that insurance. If the employee maintains such coverage, the District will continue to make any contributions it would otherwise make pursuant to the Article on Fringe Benefits. If the employee elects not to return to work upon completion of unpaid leave, the District may recover from the employee the cost of such payments made by the District, unless the employee's failure to return is for reasons beyond his or her control.

J. Association Leave

Up to four (4) Association officers or designees shall be granted up to six (6) total aggregate days of paid leave per year to attend meetings or conferences of the IEA-NEA, subject to the notification to the Superintendent. Up to four association officers or designees shall be granted up to twelve (12) total aggregate days of paid leave during a contract negotiation year.

K. SREA President Release Time

The Board shall provide a total of two (2) half days per semester of release time and substitute coverage for the SREA President and/or the SREA President-elect to attend to SREA business.

Article VIII

COMPENSATION

- A. Compensation shall be based on one hundred eighty-two (182) work days per school year for 2014-2019. Pro-rations of annual salary for reasons such as resignation, discipline, or leave of absence shall be computed utilizing the number of days in a work year.
- B. Salaries for the 2014-2015 school year shall be as prescribed in Appendix A-1 attached hereto. Stipend position compensations for the 2014-2019 school years shall be as prescribed in Appendix A-2 attached hereto. Stipend descriptions, rules, and regulations for the 2014-2019 school years shall be as prescribed in Appendix A- 3 attached hereto.
- C. For the 2015-2016 school year, each teacher's base salary for those teachers who were employed the prior year and returned to employment shall be increased annually by the percentage used in the property tax extension limitation law (hereinafter, "Tax Cap CPI") at no less than 3.0% and no higher than 4.0% over the prior year's salary. The Tax Cap CPI shall be for the twelve-month period from January 1, 2013 through December 31, 2013.
- D. For the 2016-2017 school year, each teacher's base salary for those teachers who were employed the prior year and returned to employment shall be increased annually by the Tax Cap CPI at no less than 2.5% and no higher than 4.0% over the prior year's salary. The Tax Cap CPI shall be for the twelve-month period from January 1, 2014 through December 31, 2014.
- E. For the 2017-2018 school year, each teacher's base salary for those teachers who were employed the prior year and returned to employment shall be increased annually by the Tax Cap CPI at no less than 2.5% and no higher than 4.0% over the prior year's salary. The Tax Cap CPI shall be for the twelve-month period from January 1, 2015 through December 31, 2015.
- F. For the 2018-2019 school year, each teacher's base salary for those teachers who were employed the prior year and returned to employment shall be increased annually by the Tax Cap CPI at no less than 2.5% and no higher than 4.0% over the prior year's salary. The Tax Cap CPI shall be for the twelve-month period from January 1, 2016 through December 31, 2016.
- G. By July 31st of each year of this Agreement, the Association and District shall agree to and publish a "New Hire" salary schedule for the placement of new teachers hired by the District for the following school year. The New Hire salary schedule shall be available in the business office and shall be published on the District website. For the 2015-2016 school year, the salaries in the New Hire salary schedule shall be determined by increasing the salaries in the 2014-2015 salary schedule by the average salary increase for teachers who were employed the prior year and are expected to return to employment for

the 2015-2016 school year, excluding lane movement. Thereafter, the New Hire salary schedule shall be determined by increasing the salaries of the prior year's New Hire schedule by the average salary increase for teachers who were employed the prior school year and are expected to return the following school year, excluding lane movement.

- H. Qualifications for horizontal movement to the next lane on the Compensation Schedule shall require prior approval of the Superintendent. Such movement will occur at the beginning of each school year, except that teachers may file evidence of course completion up to October 15 each year. Evidence of completed course work or other professional growth activities which qualify a teacher to move horizontally to the next lane on the District's Compensation Schedule shall be submitted on or before October 15. A teacher who would move horizontally on the Compensation Schedule because of such work completed in the middle of a school year will not be moved to the next lane until the beginning of the following school year. Teachers approved for lane advancement shall receive a salary increase equal to the percentage difference between the lane they are currently on and the lane to which they are advancing as that percentage exists on the New Hire Salary Schedule applicable to the year the teacher advances lanes. For example, a teacher on the BA+15 lane in the 2014-2015 school year who is approved to advance to the MA lane at the beginning of the 2015-2016 school year would receive a salary increase equal to the percentage difference between the BA+15 lane and the MA lane as that percentage exists on the 2015-2016 New Hire Salary Schedule. Salary increases for lane advancement shall be applied after the teacher's salary is increased pursuant to Article VIII, Section C-F and O.
- I. The District shall pay teachers extra duty pay for activities undertaken, with the prior approval of the Superintendent or designee, outside regular teaching responsibilities in the amount of \$41.40 per hour for the life of this contract. Job descriptions shall be available for extra duty positions, and subject to annual review by Administration.
- J. At least thirty (30) days prior to the end of the school year, all activity and daily stipend positions and their salaries must be posted at each school. Teachers may submit applications for such positions to the Superintendent or his or her designee. Selected teachers shall be notified of their assignments to a stipend position prior to the end of the school year. Stipends shall be offered first to full-time certified teachers based on the discretion of the building administrator of the best-qualified individual to perform the duties of the position. District-wide seniority shall be considered in the process of assigning stipend duties. If there is no qualified full-time teacher willing to sponsor the activity or to work in the position for which a stipend is paid, the District may offer the stipend to a qualified part-time teacher. If no qualified part-time teacher is willing to sponsor the activity or to work in the position for which a stipend is paid, the District may offer the stipend to a qualified Teacher Associate or another qualified non-faculty individual.

Should a vacancy for a stipend position occur during summer recess, each teacher shall be notified by email and may apply for the vacancy as provided by the notice. If a stipend

position is created or vacated during the regular school year, such positions shall be posted for a minimum of five (5) days.

1. Teachers who apply for an activity stipend should list qualifications directly related to the activity on their applications to the Superintendent or his or her designee.
 2. Teachers who apply for a daily stipend assignment will have their names added to a rotation list for each daily stipend.
 3. Teachers may apply for any number of activity or daily stipend positions.
- K. Salaries under Sections A-F shall be paid in equal semi-monthly installments. Teachers may elect to receive such installments over a ten (10) month or twelve (12) month period. Information related to the payment of stipends is available in the business office.
- L. Reasonable actual travel expenses connected with assigned duties will be reimbursed directly to teachers as promptly as possible after submission of proper expense documentation.
- Expenses for travel by personal automobile, which include charges for tolls and parking, with evidence of receipts, will be reimbursed at a rate equal to the prevailing standard mileage rate acceptable to the Internal Revenue Service for purposes of computing deductible automobile expenses.
- M. The Board shall remit for each teacher the required contributions for the teacher's compensation due each teacher pursuant to the Compensation Schedule to the Teachers' Retirement System of the State of Illinois. The teachers have no right or claim to monies so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System of the State of Illinois. If required by any applicable law, the Board shall withhold all monies required by such law (including federal and state income taxes or any other taxes) with respect to funds remitted to the Teachers Retirement System of the State of Illinois.
- N. The Board shall remit on behalf of each teacher the "active teacher contributions" in an amount equal to .88% or the then current employee THIS rate of all Teachers' Retirement System (TRS) creditable earnings, to the Teachers' Health Insurance System of the State of Illinois. This amount is in addition to and not part of the teacher's salary and the teacher shall have no right or claim to any monies so remitted.
- O. Performance-Based Pay Program: Beginning with the 2014-2015 school year, teachers shall have the opportunity to earn up to a 2% salary increase in addition to what they earn under Sections C-F of Article VIII to be applied at the beginning of the following school year in accordance with the following provisions:
1. Summative Evaluation Rating: Teachers shall receive a .5% salary increase for obtaining either a Proficient or Excellent rating on their most recent summative evaluation. Teachers who receive a Needs Improvement or Unsatisfactory

summative evaluation rating shall not receive a salary increase under this provision.

2. Professional Growth: Teachers shall receive up to a 1.0% salary increase for earning professional growth points between June 1st and May 31st each year. Teachers earning 3.00 or more growth points shall receive a 1.0% salary increase for professional growth. Teachers earning 1.50-2.99 growth points shall receive a .5% salary increase for professional growth. Teachers earning 0-1.49 growth points shall not receive a salary increase for professional growth.

Teachers who have not advanced to the last column of the salary schedule and who earn growth points after June 1, 2014, may save such growth points, and fractions thereof, in excess of the 3 growth points required to earn the full 1.0% professional growth payment toward the 15-growth point requirement for lane advancement. The first three growth points earned each year must be applied toward the salary increase for professional growth and may not be applied towards lane advancement, except that teachers who submit for lane advancement approval by October 15, 2014, may utilize growth points earned between June 1, 2014, and October 15, 2014, for lane advancement; however, such growth points shall not be counted toward the professional growth component of Performance-Based Pay.

Teachers who have advanced to the last column on the salary schedule (i.e., those in the MA + 30 lane) shall receive a one-time payment of one hundred seventy-five dollars (\$175.00) not added to the base, for every additional growth point earned beyond the three growth points required to earn the full 1.0% salary increase. Payments for partial growth points shall be made on a pro rata basis. This amount shall be paid as a lump sum at the beginning of the school year following the year the growth points are earned.

Professional growth points acquired prior to June 1, 2014, shall not be considered for the purpose of earning salary increases under this provision. Teachers who have not advanced to the last column of the salary schedule may apply professional growth points earned prior to June 1, 2014, toward the 15-growth point requirement for lane advancement. Teachers who have advanced to the last column of the salary schedule (i.e., those in the MA + 30 lane) shall receive a one-time payment of one hundred and fifty dollars (\$150.00) for each growth point earned prior to June 1, 2014. Payments for partial growth points shall be made on a pro rata basis. This amount shall be paid as a lump sum at the beginning of the 2014-2015 school year.

3. District Goal: The Performance-Based Pay Committee shall annually establish a two-tier District-wide goal. Teachers shall receive a half percent (0.5%) salary increase if the District meets the first tier of the goal. Teachers shall receive a one percent (1.0%) salary increase if the District meets both tiers of the goal. If the

District fails to meet either tier, the teachers shall not receive a salary increase under this provision.

- P. **Performance-Based Pay Committee:** A Performance-Based Pay Committee shall be established with the following participants: one (1) Board member, one (1) administrator, and two (2) SREA members appointed by the SREA. The committee shall have oversight of the Performance-Based Pay Program and annually shall establish a two-tiered District goal for the Performance-Based Pay Program by no later than October 1st. In the event the committee is unable to reach consensus on a District goal, the Board of Education shall establish the District goal for the then-current school year.

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

Article IX

SUNSET RIDGE PROFESSIONAL GROWTH AND SERVICE PROGRAM

The Professional Growth and Service Committee (hereinafter referred to as the "Committee") will consist of one (1) member of the District's Administrative Staff; one (1) member of the Board; and two (2) tenured teachers with one (1) teacher representing Middlefork School and one (1) teacher representing Sunset Ridge School. The Administrative Staff member and the School Board member shall be appointed by the School Board President. The teachers from each school shall be elected for a two (2) year term by the SREA membership, with alternating two (2) year terms. The Committee will meet on a regular basis throughout the school year providing adequate notification to the teachers as to their meeting dates and any changes that occur affecting the established Sunset Ridge Professional Growth and Service Program. If the Committee is unable to reach a decision pursuant to a teacher's request for professional growth points or any other issue, the issue shall be referred to the Superintendent. The Superintendent's decision shall be final. The Committee shall administer the Professional Growth component of the Performance-Based Pay Program.

Methods of Earning Professional Growth Points

Requests or proposals for methods to earn professional growth points under the Program must be submitted in writing to the Committee. Final approval of growth points, graduate credits, and financial reimbursement shall be the responsibility of the Committee in accordance with Committee developed guidelines. If the Committee is unable to reach agreement on any issue, the issue shall be referred to the Superintendent. The Superintendent's decision shall be final. At the start of each school year, guidelines and procedures will be communicated by the Committee to all faculty members. A teacher may not earn growth points or be paid for a professional activity if the teacher is also receiving growth points or payment for another activity, which takes place during the same hours or receiving financial reimbursement for that same non- academic credit activity. However, a teacher may petition the Professional Growth Committee for growth points or reimbursement for an activity (such as an honorarium) for which some monetary compensation has been received, but which compensation does not reflect the amount of time spent on the activity. It is the teacher's responsibility to keep a detailed log of all professional growth activities.

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

Article X

FRINGE BENEFITS

The Board shall provide the fringe benefits listed below in addition to the compensation outlined in Article VIII of this agreement. These provisions shall apply with respect to any substitute medical insurance plan selected by the Board in the event the North Suburban Benefit Cooperative were to be terminated during the term of this Contract or the group medical insurance plan currently provided to the Board by such Trust were it to be terminated during the term of this Contract.

A. Insurance (Full-Time Teachers)

1. Medical – 2014-2015 School Year

The Board will provide medical insurance coverage for the 2014-2015 school year as follows:

- a. Single PPO or HMO coverage (employee only), the employee will pay four percent (4.0%). A teacher taking single coverage shall pay no more than one hundred fifty dollars (\$150.00) of any increase in the 2014-2015 school year.
- b. Family PPO or HMO coverage (employee plus spouse, employee plus child(ren) or family tiers), the employee will pay thirty percent (30%) of the annual premium. The teacher taking employee plus spouse, employee plus child(ren) or family coverage shall pay no more than eight hundred dollars (\$800.00) of any increase in premium costs during the 2014-2015 school year.
- c. Foundation Level
The Board shall calculate a maximum amount of funds that may be expended each school year based on the total cost of SREA member health benefits for medical insurance, including wellness incentives, and benefit allowances. The maximum amount of money that may be expended on medical benefits during a school year shall be known as the Foundation Level. For the 2014-2015 school year, the Foundation Level shall be six hundred thousand dollars (\$600,000.00). The Foundation Level shall increase by the Tax Cap CPI each subsequent school year for the life of this Contract. Unspent money from the Foundation Level shall not be distributed to employees as cash. Unspent money from the Foundation Level shall not serve to increase the following school year's Foundation Level.

2. Medical – 2015-2019 School Years

The Board will provide medical insurance coverage for the 2015-2019 school years as follows:

- a. Beginning in the 2015-2016 school year, in the event that the cost of medical insurance exceeds the Foundation Level, employees shall be responsible for paying all costs in excess of the Foundation Level through increased premium contributions or plan design changes.
- b. Benefits Committee
The parties shall form a Benefits Committee to design and manage medical benefits for teachers.

Composition

The Committee shall consist of six members, including one Board member, one administrator, and four teachers appointed by the SREA. Either party may invite consultants, including but not limited to, accounting specialists, payroll and benefits specialists, and representatives from third-party administrators.

Scope

The Committee shall meet no less than quarterly and shall be charged with selecting a medical insurance plan and managing the costs of all medical benefits, including insurance, wellness incentives, and benefit allowances. The Committee may consider changes to medical benefits including but not limited to dental and enhanced health and wellness benefits. The Committee shall be vested with the final decision-making authority to make changes to medical benefits as necessary to keep costs within the Foundation Level.

In October 2016, the Committee shall assess medical benefits in light of potential changes to employee demographics. At that time, the Committee may make a recommendation to the Board of Education to increase the Foundation Level to account for changes in employee demographics. The Committee, however, shall not have the authority to increase the Foundation Level.

3. Health Reimbursement Arrangement

If an active teacher waives, in its entirety, coverage under the District's medical insurance benefits (set forth above in A.1 or A.2) during open enrollment, the Board shall provide and the teacher shall have the option to establish an account under the District's Health Reimbursement Arrangement ("HRA") for such teacher and make an employer contribution into such account in the total amount of three thousand dollars (\$3,000) for the insurance year such coverage is waived. Such contribution will only be made upon the teacher annually meeting the eligibility requirements for such contribution as set forth in the HRA Plan

Document and annual completion of the HRA Coverage Attestation Form. The Board shall cover the cost of any management fees or participant fees associated with the HRA. The HRA Plan Document shall control the operation of the HRA.

4. Benefits Allowance

During the 2014-2015 school year, each teacher will receive up to five hundred dollars (\$500) to be used to purchase additional life insurance, dental insurance, vision coverage, or as a contribution toward a Flexible Benefits Plan. During the remaining years covered by this Contract, the Benefits Committee shall determine whether to provide teachers with this allowance and shall determine the amount of the allowance up to the maximum allowance provided by law. The teacher shall have no right or claim to a cash option for any unused portion of this allowance.

5. Life

Group term life insurance shall be provided by the Board in the amount of fifty thousand dollars (\$50,000.00) face amount of coverage for each full-time teacher. If available from the insurance carrier, additional term life insurance may be purchased by the teacher at the teacher's expense.

6. Long Term Disability

The District shall provide long-term disability insurance for all full-time teachers. Refer to Appendix C for Long Term Disability Schedule of Benefits.

7. Liability

The District shall provide indemnification to the teachers according to the *School Code 5/10-20.20* and shall provide liability insurance as authorized by the *School Code*.

8. Continuation of Benefits

The Board will permit individuals whose employment is terminated to purchase health care insurance coverage at their own expense, to the extent required by applicable law.

B. Fringe Benefits for Part-Time Teachers

Teachers with a part-time agreement shall receive fringe benefits pro rata based on the percentage of their FTE, with the exception of tuition and professional growth reimbursement, which shall be paid on the same basis as full-time teachers. The percentage shall be applied to cost of benefits of a full-time teacher at his/her salary level. After eight (8) years of consecutive employment with District 29, a part-time teacher will contribute their full-time equivalent (FTE) percentage less ten percent (10%) toward the cost of benefits. The Board contribution for a part-time teacher will not exceed that of a full-time teacher.

Full-Time Equivalency: A part-time teacher's full time equivalency (1.0 FTE) is calculated in half-day increments annually by the business office. Each half-day increment is considered 0.10 FTE. Half-day increments must align with the beginning or

the end of the student day. Other professional duties may be assigned by the Superintendent or his/her designee in lieu of some pupil contact hours. Returning part-time teachers will be notified in writing of their FTE by July 1 of each year.

C. Professional Growth Reimbursement

In an effort to encourage teachers to continue their professional training, the Board will reimburse, subject to the limitations contained herein, three thousand dollars (\$3,000.00) per year per full-time teacher to be used for approved Professional Growth activities which may include graduate courses, travel, workshops, conventions, or any other professional activities which develop local and national leadership of teachers in District 29. Teachers are expected to complete rigorous and non-repetitive coursework that will significantly enhance their teaching skills and knowledge. Payment shall be made in accordance with the Professional Growth Committee's guidelines. Notwithstanding any provision herein to the contrary, the Board reserves the sole right to grant or deny any reimbursements which shall result in aggregate annual professional growth reimbursements to all teachers in excess of fifty thousand dollars (\$50,000.00). Payment for summer courses or reimbursable summer workshops shall be repaid to the District if a teacher resigns or retires prior to the beginning of the following school year.

Teachers who receive reimbursement for graduate course work and earn an advanced degree must return to the District's employ for at least one full school year following completion of the advanced degree. Teachers who fail to return to the District's employ the school year following completion of the advanced degree shall pay to the District one hundred percent (100%) of any reimbursement for graduate course work received by the teacher. Teachers who leave the District's employ during the school year following completion of the advanced degree shall pay to the District fifty percent (50%) of any reimbursement for graduate course work received by the teacher. Such amounts shall be repaid to the Board as provided above unless the teacher's failure to return for the stated period of time is due to death, permanent disability, spousal relocation which renders commuting to the District unreasonable, reduction-in-force, or health of an infant requiring parental attendance on a continuing basis.

D. Prior Years' Service in District 29

The Board will consider a recommendation from the Superintendent that a full-time teacher be given credit for prior years of full-time teaching, for the purposes of movement on the vertical lanes of the District's certified staff Compensation Schedule, if all of the following conditions are met:

1. The teacher has prior years of service in District 29, (having left the District), and returns to the District as a full-time teacher.
2. The teacher, upon return, has received tenure status in the District and has taught for at least an additional two (2) years after having received tenure.
3. The Superintendent determines that in his or her opinion the teacher has exhibited outstanding ability and dedication in performing his or her teaching duties and has contributed substantially to the success of the District's educational program.

E. Retirement Eligibility

To be eligible for retirement benefits and as an express prerequisite of receipt of retirement benefits, a certified teacher must satisfy all of the following preconditions:

- a. Be at least fifty-five (55) years of age at the time of retirement.
- b. Have fifteen (15) or more years of service credit with TRS at the time of retirement.
- c. Have completed at least ten (10) years of continuous employment (exclusive of authorized leaves of absences) with the District preceding retirement.
- d. Be actively employed (not on a leave of absence) by the District for the one (1) year preceding retirement.
- e. Notify the Superintendent, in writing, of the desire to participate in the plan by written notification no later than the last day of school one (1) year or earlier, but no earlier than five (5) years preceding retirement (*e.g.*, retirement date of June, 2019 requires notification in June 2014 for maximum benefits). All retirement salary benefits will be forfeited without proper notification. If the teacher provides notification of the intent to retire but later decides to extend employment beyond the designated year of retirement or terminates employment prior to the end of the designated year, the teacher shall immediately pay back or have the subsequent year's salary reduced by the full amount of the retirement salary benefit payment received under this plan along with interest at the prevailing prime rate as of notification date.

Planning Provision Meeting

Teachers may retire as early as age 55. Teachers who have fifteen (15) or more years of service credit with TRS must meet annually with the Superintendent or designee to review retirement benefits under this contract and to verify their eligibility to retire. During this meeting, years of creditable service with TRS, years which may be available for purchase from TRS, prior salary increases, the number of unused sick leave days that may count towards service credit, and the retirement notification process will be reviewed. Attendance at the meeting does not imply a commitment to a specific retirement date. The Administration shall not make statements suggesting that a teacher should retire.

1. The Board Early Retirement Contribution Plan for Teachers
(MERO Option A)

Eligibility: for purposes of this MERO Option A, the term "eligible teacher" shall mean any teacher who meets each of the following requirements:

- a. A teacher who has served continuously as an employee in the District for ten (10) continuous years or more prior to retirement. An unpaid leave of absence of up to two (2) years duration shall not be deemed to interrupt such service, but any unpaid leave of absence for an entire school term shall not constitute a year of service. A year of service shall be defined as any year, full-time or part-time, as long as such service meets the

minimum service requirements for creditable service under the Illinois Teachers' Retirement System; and

- b. A teacher who qualifies under the Early Retirement Without Discount statute at the time of retirement as such early retirement plan is authorized by Illinois Statutes at the time of execution of this Agreement, otherwise commonly referred to as "MERO" (40 ILCS 5/16- 133.2); and
- c. A teacher who has submitted a letter of resignation and an individual TRS report verifying the teacher's then known age, creditable service and creditable earnings to the Board of Education no later than February 15 of the school year of retirement, with said resignation to be effective at the end of that school year; and
- d. A teacher who has submitted an application to TRS for participation in MERO within six months of the last day of teaching with Sunset Ridge School District 29 for which retirement contributions were required; and
- e. MERO Election: If eligible, the teacher may elect to participate in the Board Early Retirement Contribution Plan by making a one-time teacher contribution to TRS as specified in the contribution chart set forth in paragraph f below. An election by the teacher to participate in the Board Early Retirement Contribution Plan shall obligate the Board of Education of Sunset Ridge School District 29 (the "Board") to also make a one-time non-refundable contribution to TRS as specified in the contribution chart set forth in paragraph f below.
- f. Contribution Chart: Subject to the general conditions set forth in Paragraphs a through h of this Section A, and particularly the Board's approval as set forth in paragraph g below, the parties shall make one-time contributions in the percentages as specified in the chart below. The amounts to be paid shall be based on a percentage of the retiring teacher's highest annual salary rate used in the determination of the average salary for retirement annuity as follows:

<u>Teacher's Age</u>	<u>% By Board*</u>	<u>% By Teacher</u>
59	32.8%	10.9%
58	65.6%	21.8%
57	98.4%	32.7%
56	131.2%	43.6%
55	164.0%	54.5%

*These percentages include a 3.5% pick up by the Board of the teachers' contributions as was previously agreed in the 2011-2014 Collective Bargaining Agreement.

- g. **Limit on Participation:** Eligibility to retire under this MERO Option A requires the approval of the Board of Education, which the Board may grant or deny in its sole discretion.
- h. Except as otherwise provided, terms used herein shall have the same definition as that found in the Teachers' Retirement System of the State of Illinois (40 ILCS 5/16-101 *et seq.*).

2. **Advanced Notification Incentives:**
(Non-MERO Option B)

Eligibility: for purposes of this Non-MERO Option B, the term “eligible teacher” shall mean any teacher who meets each of the following requirements:

- a. A teacher who has served continuously as an employee in the District for ten (10) continuous years or more prior to retirement. An unpaid leave of absence of up to two (2) years duration shall not be deemed to interrupt such service, but any unpaid leave of absence for an entire school term shall not constitute a year of service. A year of service shall be defined as any year, full-time or part-time, as long as such service meets the minimum service requirements for creditable service under the Illinois Teachers' Retirement System; and
- b. A teacher who DOES NOT qualify under the Early Retirement Without Discount statute at the time of retirement as such early retirement plan is authorized by Illinois statutes at the time of execution of this Agreement, otherwise commonly referred to as “MERO” (40 ILCS 5/16- 133.2); and
- c. A teacher who has not received an increase in creditable earnings of greater than 6% in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called “look back”); and
- d. A teacher who has submitted a letter of resignation and an individual TRS report verifying the teacher's then known age, creditable service and creditable earnings to the Board of Education no later than February 15 of the school year prior to the school year during which the advance notification incentive is scheduled to commence, with said resignation to be effective at the end of the employee's final school year immediately preceding retirement.
- e. **Advance Notification Incentive:** For up to five (5) years immediately preceding the teacher's retirement, an eligible teacher participating in this Advance Notification Incentive (Non-MERO Option B) may receive up to an additional one and a half percent (1.5%) salary increase per year (hereinafter referred to as the “Retirement Enhancement”), provided:

1. The teacher must first earn the three (3) growth points necessary to receive the full Professional Growth payment of Performance-Based Pay;
2. Teachers earning one (1) additional growth point shall receive a one-half percent salary increase (0.5%). Teachers earning one and a half (1.5) additional growth points shall receive a one percent (1.0%) salary increase. Teachers earning two (2) additional growth points shall receive the full one and a half percent (1.5%) salary increase; and
3. The total compensation for the teacher does not exceed six percent (6%) over the prior year's total compensation.

For example, if an eligible teacher receives a two and a half percent (2.5%) salary increase based on Tax CAP CPI and also earns the maximum two percent (2.0%) Performance-Based Pay salary increase and earns two (2) additional growth points, the teacher would receive the full one and a half percent (1.5%) Retirement Enhancement for a total salary increase of six percent (6.0%).

For another example, if an eligible teacher receives a two and a half (2.5%) salary increase on Tax Cap CPI and also earns a one and a half percent (1.5%) Performance-Based Pay salary increase and earns (1) additional growth point, the teacher would receive a one-half percent (0.5%) Retirement Enhancement for a total salary increase of four and a half percent (4.5%).

- f. Saving Professional Growth Points. The first three (3) growth points earned each year must be applied towards the teacher's Professional Growth component of Performance-Based Pay. The next two (2) growth points earned each year must be applied toward the Retirement Enhancement described in in section 2(e). Teachers who have provided notice of intent to retire under this Article may save any additional growth points at the end of each school year for the following two purposes:
 1. Teachers may save growth points and apply them towards the following year's Retirement Enhancement. However, teachers may not apply their saved growth points towards receiving the Retirement Enhancement until they have earned three (3) growth points for that year's Professional Growth component of Performance-Based Pay.
 2. Teachers may also save growth points in order to receive a one-time payment of one hundred seventy-five dollars (\$175) per growth point, to be paid as a lump sum post-retirement benefit

following the teacher's receipt of his/her final paycheck for regular earnings. The payment per growth point shall be on a pro rata basis.

- g. **Limit on Participation:** The Board limits the number of teachers who may retire under this Advance Notification Incentives Plan (Non-MERO Option B) in any year to three (3) teachers. The Board reserves the right to increase the number of teachers who may take this Option B. The Board may exercise the right to increase the limitation, but shall not be deemed to act as a waiver of the limitation in any other year. For purposes of the limitation, the right to participate in the plan shall be allocated first on the basis of notification and second on the basis of seniority. If multiple teachers from the same department or grade level submit notification for retirement in the same year, the Board reserves the right to defer for one year the retirement of one of those teachers, and that teacher shall be granted retirement the following year.
- h. Except as otherwise provided, terms used herein shall have the same definition as that found in the Teachers' Retirement System of the State of Illinois (40 ILCS 5/16-101 *et seq.*).
- i. **Bridge to Benefits:** The full benefits of this Advance Notification Incentives Plan (Non-MERO Option B) shall be available to any eligible teacher who submits his/her letter of resignation during the term of this Agreement for benefits to be received within successive years immediately following receipt of said notice regardless of the fact that some or all of the benefits of this Option B may not be due and owing until after the expiration of this Agreement (*e.g.*, an eligible teacher who submits his/her letter of resignation during the 2015-16 school year for the five (5) year plan shall be eligible to receive the Retirement Enhancement for 2016-17 through 2020-2021.)

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

F. Sections 403(b) and 457(b) Programs

The Board has and shall continue to make retirement savings programs under Sections 403(b) and 457(b) of the *Internal Revenue Code* available to all staff members in accordance with the Board's 403(b) and 457(b) plans, to the extent allowed by law. The Board shall pay the administrative fee charged by the third-party administrator of the programs, if any. Staff members who participate in one or both programs shall pay any individual plan fees associated with their accounts.

Article XI

WORKING CONDITIONS

ACADEMIC FREEDOM

The parties agree that while the District employs a specific written curriculum, the teaching profession requires that teachers have the flexibility to modify curriculum and instruction to meet individual student needs. This supports each teacher's ability to lead classroom activities in a manner which contributes to the achievement of the District's educational objectives and mission to meet each child's needs.

This curriculum has been developed in accordance with state standards and the District Strategic Plan by committees consisting of classroom teachers, subject matter and curriculum experts, administrators, and when appropriate, parents and Board representatives. Those on the curriculum committees shall be involved in the selection of educational materials and methods of instruction to support the established curriculum. All teachers will teach the established curriculum. Deviation from the written curriculum will be allowed with the agreement of the Curriculum Director for the purpose of ensuring consistency of educational delivery across grade levels.

STUDENT DISCIPLINE

The Board shall distribute to each teacher a copy of the policies and established school procedures dealing with student discipline, suspension, and expulsion within ten (10) working days of the beginning of each school year and/or within ten (10) working days of any amendment. Teachers shall act in accordance with the policies and all established procedures, and, if so, shall be supported by the Board and Administration in such actions. For the safety of teachers, the administration will notify teachers to whom a suspended student is assigned regarding the conditions/guidelines of reentry, if any, after the suspension of the particular student.

TRAVEL TIME

A teacher shall be allowed twenty (20) minutes between classes when required to travel between the two District 29 Buildings. Travel time shall not reduce the amount of a teacher's planning time.

EMPLOYEE RIGHTS

- A. When a parent arrives for an unscheduled classroom visitation, the teacher may request that the parent schedule an appointment. When communication with a parent becomes verbally abusive or non-constructive, teachers may end the communication or contact an administrator for assistance.

- B. Parents with specific concerns will be encouraged to deal with these at the level closest to their child, which is the teacher. In processing any complaint, the administrator shall make every effort to assure fairness to the teacher, including investigation of such complaint. The parties recognize that there are other parental complaints which might not be contemplated as a basis for evaluative and/or disciplinary purposes or which an administrator might not view as rising to the level of "substantive", but for which an employee might find a report of the parental complaint to be useful in improving parent and/or student relations.

If requested by the teacher, a teacher/principal conference shall be held. The teacher may also request the complaining parent(s) to attend the conference. It is expected that the administration will make a good faith effort to facilitate the request for the teacher to meet with the parent. Notwithstanding such efforts, a parent retains the right to decline such a request.

Anonymous complaints will not be the sole basis of any disciplinary action against an employee. This shall in no way limit the ability of the Board/administration to conduct an investigation for the purpose of determining whether independent evidence exists to support the complaint and to take disciplinary action based on such independent evidence.

This section is not intended to limit the ability of the board/administration to conduct anonymous surveys.

- C. A teacher shall be advised promptly, in writing, of any complaint which is to be utilized for disciplinary purposes, unless prohibited by law. If requested by the teacher, a teacher/principal conference shall be held, and no disciplinary action shall be taken against a teacher prior to this conference. If disciplinary action against the teacher is contemplated, the teacher shall be advised in writing in advance of this conference, and an Association representative shall attend the conference at the request of the teacher. The teacher may request a conference with the person(s) making the complaint at which the administrator may also be present. If such conference is conducted, the administrator's role shall be to counsel with the parties and to seek a solution of the problem which created the complaint. At the teacher's request, a meeting, with Association representation, shall be held with the Superintendent to review this complaint and its disposition. If the complaint is to be brought to the attention of the Board, the teacher shall be notified in writing two (2) days prior to the meeting and be given the opportunity to appear before the Board with representation at that time. Either the teacher or the Board may request any such discussion be at a closed session.

TEACHER AVAILABILITY

Teachers shall make themselves available to meet with students, parents and colleagues before the start of the student day and after the end of the student day. Such availability shall be considered part of the teacher's professional responsibility.

BUILDING MEETINGS

Attendance at monthly building staff meetings shall be considered part of the teacher's professional responsibility. It is expected that all full time staff remain in attendance at these meetings until the end of the meeting or 5:00 p.m., whichever is earlier. Whenever possible, all faculty meetings shall be held on Thursdays. Teachers who work in both buildings are expected to attend one building meeting per month, to be determined in consultation with the building principal. Part time staff should attend if their hours coincide with meetings dates and times. Other school activities, such as after school sports practice, clubs, as well as other personal activities shall be scheduled so as not to conflict with monthly building staff meetings. In cases of extenuating circumstances which may cause a scheduling conflict, teachers shall consult with the appropriate administrator.

RECESS DUTY

Middlefork first, second, and third grade teachers shall be scheduled to supervise one recess per week as part of their teaching responsibilities, however a second supervision may be added under extenuating circumstances. Any additional recess duty beyond a second supervision, excluding inclement weather recess supervision, is payable at the daily stipend rate.

COMMITTEES

- A. The District believes a collaborative decision-making process is in the best interest of all parties and that committees are an important part of collaborative decisions making. For purpose of this contract section, "committee" shall be defined as a Board or Administration-appointed body which includes teachers as representative members and conducts periodic meetings or working sessions which are scheduled outside the regular contractual workday with specific authority and direction from the Board and/or Administration. A teacher representative on each committee shall send meeting notes to the staff. Feedback that is provided in a timely fashion shall be shared with the committee. A lack of participation and/or feedback does not provide a basis for objection to the decision or recommendation of a committee, which is reached by the other participating members.
- B. With the exception of meetings called by the Board, such as Strategic Planning and Community Engagement Meetings, all after school committee and faculty meetings shall generally end by 5:00 p.m. except in an emergency or unless a majority of those present agree to continue the meeting.
- C. Each spring, the Leadership Team, which includes the SREA president/co- presidents, shall develop a list of committees for the following year. It is understood that ad hoc committees may be added as needed.
- D. Each administrative committee will have a faculty member who is assigned by the administration that will assist with running the meeting, take notes, and distribute the

notes to the staff. This individual will receive .5 growth points in addition to the growth points earned by the rest of the committee.

PAYMENT FOR TEACHER CLASSROOM MOVEMENT

Any teacher required to pack the classroom for summer classroom rental at the direction of the District shall be paid a stipend of \$240. Two weeks' notice will be given whenever possible. The superintendent or designee may approve additional assistance to the teacher.

BODILY INJURY OR ASSAULT

Work time lost by an employee because of an assault by a student and/or parent(s) shall result in no loss of salary or accumulated sick leave, provided at the time of such assault the employee was acting within the scope of employment and pursuant to Board policy and administrative direction. The employee shall promptly remit to the Board an amount equal to that received from Workers Compensation or any policy of insurance, other than medical, to which the Board has contributed any portion of the premium. This paragraph shall not be effective on such date as the employee shall qualify for disability payments under the Illinois Teachers' Retirement System or more than ninety (90) teacher employment days after such assault, whichever shall first occur.

PARENT FEEDBACK

Parent feedback with respect to the child's total educational experience shall be obtained each year. Total educational experience includes the parent or child's professional interaction with the District, School, Board of Education, Administration, and Grade Level. Parent feedback may be used to inform the development of professional goals and objectives. The feedback form and procedures will be developed by the Evaluation Committee.

Article XII

MISCELLANEOUS

- A. Any portion of a previously adopted policy of the Board which is in express conflict with any provision of the Contract shall be superseded and replaced by this Contract during the duration hereof. Nothing in this Contract which changes preexisting Board policy shall apply retroactively unless expressly so stated.
- B. Subject to the provisions of law and this Contract, the Board and the Superintendent reserve and retain full right, authority, and discretion in the proper discharge of their duties and responsibilities.
- C. While this Contract is in force, the Association will not cause, nor will any teacher take part in any strike, work stoppage, sit-down, stay-in, slow-down, or other refusal to render full and complete services to the Board, or any curtailment of work or restriction of services or any activity which would disrupt or interfere in any manner with the operations of the Board. Any teacher who violates conditions of the immediately preceding sentence shall be subject to discipline or discharge as determined appropriate in the sole discretion of the Board. The Association shall, upon notice from the Board, immediately direct any teacher so violating these conditions, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any such violation.
- D. Every provision of this Contract is intended to be severable. If any term or provision herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.
- E. Therein and the performance of any obligation hereunder may be waived by the party not obligated to so perform or to cause such compliance. Any waiver hereunder shall not operate as a waiver of any other term, covenant, or condition or of the performance of any other obligation hereunder, or as a waiver of any subsequent breach or default of the term, covenant, or condition waived hereunder.
- F. District 29 prohibits any discrimination against individuals or groups because of race, color, religion, religious affiliation, gender, nation origin, age, sexual orientation, physical or mental handicaps unrelated to ability, or socioeconomic factors, except where any of these conditions is a bona fide occupational qualification.

Board of Education
Sunset Ridge School District #29

Sunset Ridge Education Association
Illinois Education Association

By: Sean T. O'Grady
Sean T. O'Grady, President

By: Joann Tennerbaum
President

Dated as of September 1, 2014

APPENDIX A-1**COMPENSATION SCHEDULE
EFFECTIVE SEPTEMBER 1, 2011**

- A. Effective beginning with the 2000-2001 school year, every lane movement shall consist of fifteen (15) additional growth points. Five (5) growth points must be graduate credit. Five (5) growth points must be professional activity growth points (non-graduate hours). The remaining points may be earned either through graduate credit or other professional activities.

All District 29 teachers will comply with the Illinois State Board of Education's professional development requirements. Each lane movement of fifteen (15) growth points shall be treated as a whole.

- B. MA + 15 means master's degree with an additional fifteen (15) growth points earned post master's. MA + 30 means master's degree with an additional thirty (30) growth points earned post master's.
- C. Teachers who are off-schedule prior to 6/30/2014 shall receive a longevity increase of 5.5% in 2014-2015, except for those teachers exercising the Advance Notification Incentives Plan for Teachers (Non-MERO Option B). Beginning with the 2015-2016 school year, off-schedule teachers shall be compensated pursuant to Article VIII. C-F and O.

Tenured teachers receiving a Ph.D. or Ed. D. shall receive a one-time two thousand five hundred dollar (\$2,500.00) payment (not added to the base) upon completion of the degree.

Tenured teachers earning National Certification shall receive a one-time one thousand dollars (\$1,000.00) payment (not added to the base).

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

**SUNSET RIDGE SCHOOL DISTRICT 29
SALARY SCHEDULE 2014-2015**

SALARY SCHEDULE 2014-2015

Step	BA	BA+15	MA	MA+15	MA+30
1	47,197	48,470	50,879	53,082	54,509
2	48,552	49,862	52,340	54,606	56,074
3	49,938	51,285	53,833	56,164	57,675
4	51,201	52,765	55,412	57,732	59,285
5	52,744	54,311	57,114	59,492	61,043
6	54,168	55,876	58,846	61,297	63,080
7	55,635	57,639	60,656	63,150	65,488
8	57,177	59,434	62,833	65,033	68,076
9	58,916	61,239	65,430	66,991	70,815
10	60,787	63,267	68,027	69,489	73,554
11		65,295	70,624	71,987	76,293
12		67,322	73,221	74,485	79,032
13		69,349	75,818	76,983	81,771
14		71,376	78,415	79,481	84,510
15		73,403	81,012	81,979	87,249
16					89,990
17					92,733
18					95,472
19					98,211
20					100,950
21					103,689
22					106,428
23					109,167
24					111,906
25					114,645
26					117,384

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

APPENDIX A-2

Compensation Schedule - Activity Stipend Positions (2014-2019)

Basketball - Boys Head Coach (grades 7-8)	\$4,655.00
Basketball - Boys Assist. Coach (grades 7-8)	\$4,026.00
Basketball - Boys Head Coach (grade 6)	\$2,013.00
Basketball - Boys Assist. Coach (grade 6)	\$1,591.00
Basketball - Girls Head Coach (grades 7-8)	\$4,655.00
Basketball - Girls Assist. Coach (grades 7-8)	\$4,026.00
Basketball - Girls Head Coach (grade 6)	\$2,013.00
Basketball - Girls Assist. Coach (grade 6)	\$1,591.00
SRS Intramural Basketball (Grades 4-5)	TBD
SRS Intramural Basketball (Grades 4-5)	TBD
Spirit Squad (grades 6-8) (Min: 6 Participants)	\$1,151.00
District Curriculum Committee Co-Chairperson	\$2,768.00
Executive Function Coordinator	\$2,768.00
Field Hockey Head Coach (grades 6-8)	\$2,826.00
Field Hockey Assist. Coach (grades 6-8)	\$2,315.00
Grades 4-5 Coordinator	\$629.00
Green/Environmental Club Sponsor 1 (Min: 6 Participants)	\$1,656.00
Green/Environmental Club Sponsor 2 (Min: 8 Participants)	\$1,656.00
Hourglass/Yearbook Sponsor 1	\$1,981.00
Hourglass/Yearbook Sponsor 2	\$1,981.00
Kaleidoscope Sponsor 1	\$2,516.00
Kaleidoscope Sponsor 2	\$2,516.00
Math Club Sponsor 1 (Min: 6 Participants)	\$1,490.00
Math Club Sponsor 2 (Min: 8 Participants)	\$1,490.00
Mentor Committee Coordinator	\$3,019.00
Newspaper / Journalism Club 5th Grade Sponsor 1 (Min: 6 Participants)	\$1,242.00
Newspaper / Journalism Club 5th Grade Sponsor 2 (Min: 8 Participants)	\$1,242.00
Outdoor Education Sponsor 1 (grade 6) (Min: 10 Participants)	\$1,500.00
Outdoor Education Sponsor 2 (grade 6) (Min: 20 Participants)	\$1,500.00
Outdoor Education Chaperones (grade 6) (Number of Positions based on needs)	\$300.00
Tech Club Sponsor #1 (grades K-3) (Min: 6 Participants)	\$1,242.00
Tech Club Sponsor #2 (grades K-3) (Min: 10 Participants)	\$1,242.00
Tech Club (grades 4-5) (Min: 6 Participants)	\$1,242.00
Tech Club (grades 6-8) (Min: 6 Participants)	\$1,242.00
Scholastic Bowl Sponsor 1	\$1,159.00
Scholastic Bowl Sponsor 2	\$1,159.00
Soccer Head Coach (grades 6-8)	\$2,826.00

Soccer Assist. Coach (grades 6-8)	\$2,315.00
SRS Before School Supervision	TBD
SRS 6th Grade Choir	\$2,856.00
SRS Show Director	\$3,019.00
SRS Show Assistant Director	\$2,264.00
SRS Show Art / Set Director	\$1,762.00
SRS Show Technical Director	\$1,535.00
SRS Show Technical Assistant	\$629.00
SRS Show Helper	\$472.00
Student Council/Dedicated Dolphins - MF Sponsor 1 (Min: 6 Participants)	\$1,006.00
Student Council/Dedicated Dolphins - MF Sponsor 2 (Min: 10 Participants)	\$1,006.00
Student Council - SRS Sponsor 1 (Min: 6 Participants)	\$2,642.00
Student Council - SRS Sponsor 2 (Min: 10 Participants)	\$2,642.00
Summer School Director	TBD
Summer School Teacher/Service Provider	\$41.40/hr
-Billable Hrs=Actual Contact Hrs + 50% Actual Contact Hrs.	
Track Coach 1 (grades 5-8)	\$1,944.00
Track Coach 2 (grades 5-8)	\$1,944.00
Volleyball - Boys Head Coach (grades 6-8)	\$3,523.00
Volleyball - Boys Assist. Coach (grades 6-8)	\$2,793.00
Volleyball - Girls Head Coach (grades 6-8)	\$3,523.00
Volleyball - Girls Assist. Coach (grades 6-8)	\$2,793.00
Washington DC Director (Min: Determined by Vendor)	\$2,300.00
Washington DC Chaperone (Number of Positions based on Need)	\$500.00
Summer School Psychologist (This is a mandatory duty of the School Psychologist and shall cover 20 days during the summer)	Per diem rate

Note: The number of participants necessary for a second sponsor shall include the minimum participants required for the activity as specified in the above-schedule.

Notwithstanding anything in the Agreement to the contrary, a teacher who has declared his/her intent to retire per Article X, Section E, and is in the last four (4) years of his or her employment with the District shall not receive an increase in the teacher's creditable earnings of greater than six percent (6%) over the teacher's previous year's creditable earnings.

APPENDIX A-2 (continued)

Compensation Schedule - Daily Stipend Positions

<u>Sunset Ridge School</u>	<u>2014-2019</u>
Grades 6, 7, 8 Lunchtime Supervision *38 minutes	\$26.22/day
Grades 4, 5 Lunchtime Supervision *50 minutes	\$34.50/day
Grades 4, 5 Lunchtime Inside Supervision *30 minutes	\$20.70/day
Grades 4, 5 Lunchtime Outside Supervision *30 min.	\$20.70/day
Dance Chaperone per dance	\$82.80

Middlefork School

Lunchtime Inside Supervision	30 minutes	\$20.70/day
Lunchtime In/Out Supervision	30 minutes	\$20.70/day

* Times are approximate. The number of supervisory positions will be determined each year by the building principals. Daily stipends are based on \$41.40 per hour per each position during the life of this contract. Lunchtime supervision for these positions includes payment for supervising students during passing periods before and after lunch.

APPENDIX A-3

STIPEND DESCRIPTIONS, RULES, AND REGULATIONS

- A. Every sponsor of a stipend activity shall furnish the Superintendent with a brief, written description giving the time of year, duration of program, anticipated number of participants, the number of times the teacher meets or serves the students, and in the case of sports, the number of practices and games played during the program. Any teacher wishing to start a new activity shall also furnish such a description of the proposed program to the SREA and Building Administration. The Superintendent has final approval on new stipend positions.
- B. The Building Administration, Superintendent, and SREA will be responsible for 1) eliminating stipend activities no longer in existence and adding new activities; 2) creating a generic "Extra-Curricular Activities" stipend to cover new clubs or student activities that might be formed during the course of the contract, not to exceed a total of \$10,000 per year. The Superintendent, Building Administrator, and SREA will review any new stipends and establish the appropriate compensation. In the event the group cannot reach agreement on compensation, the stipend will be compensated at the agreed upon hourly rate of \$41.40 up to a maximum number of hours as set by the Superintendent.
- C. The Board reserves the right to review and evaluate the effectiveness of all programs covered under the stipend compensation schedule at the end of each school year. Stipends that do not appear in the contract will be reviewed annually and memorialized in a Memorandum of Understanding. If a program is to be canceled, the sponsor and the Association shall be given 45 days' notice. If a program is cancelled, the sponsor may submit a time sheet to the Superintendent documenting the hours the sponsor worked preparing for the program and shall be compensated at the hourly rate of \$41.40 upon approval by the Superintendent.
- D. Should the District wish to continue a program and there is no qualified SREA member willing to sponsor the activity, the District may hire a non-faculty sponsor.
- E. If, because of a sponsor's extended absence, it becomes necessary to hire a replacement, a financial readjustment will be made.

APPENDIX B**GRIEVANCE FORM**

Grievant: _____

Grievant's Supervisor: _____

Grievance Filed: _____

Description of Grievance: _____

Applicable Article/Section of Contract: _____

Remedy Requested _____

Signature of Grievant_____
Date

APPENDIX C

LONG TERM DISABILITY Schedule of Benefits

Eligible Classes:	<u>Eligibility</u> Each active full-time employee of District 29. Full-time means working at least 30 hours per week.
Description:	ILTRS-ILMRF
Employee Contributions:	Non-Contributory
Participation Requirement:	100%
 <u>Benefit Schedule</u>	
Schedule Amount:	60% of covered earnings
Maximum Benefit:	\$5,000.00
Qualifying Period:	3 months or the end of the accumulated sick leave
Duration of Benefit:	Social Security Normal Retirement Age/ADEA
Accident/Sickness	
Benefit Integration:	70% All Sources
Dual Definition of Disability:	SSNRA/80% Indexes
Own Occupation/Earnings Test	
Pre-Existing Limitation:	
At Issue:	No Limitations
New Entrants:	No Limitations
Survivor Benefit:	3 Months

SIDE LETTER A

RESOLUTION PROCESS REGARDING THE ILLINOIS TEACHER RETIREMENT SYSTEM AND THE AFFORDABLE CARE ACT

The Board of Education and the Sunset Ridge Education Association both recognize that at the inception of the 2014-2019 Agreement the laws, rules and regulations governing the Illinois Teachers' Retirement System (TRS) and the Affordable Care Act (ACA) were still evolving, including legal interpretations by the courts and administrative agencies responsible for implementation of the TRS and the ACA. Consequently, the parties agree that if changes in the TRS or ACA were to significantly impact the Board's costs or teacher benefits, then either party shall be entitled to reopen Article X of this Agreement for the 2017-18 and/or the 2018-2019 contract years.

If either party elects to reopen this Agreement, the process shall be as follows:

1. If the reopener is the result of changes in the ACA, the Benefits Committee as specified in Article X of this Agreement shall convene to make recommendations if requested by either party. Such recommendations shall be made to the Board of Education and the Association with respect to any or all items in Article X no later than 90 days following the first meeting of the Benefits Committee.
2. If the reopener is the result of changes in the TRS, the Board and the Association shall form a special committee consisting of six members, including one Board member and one administrator appointed by the Board and four teachers appointed by the Association if requested by either party. Either party may invite consultants. Such committee shall make recommendations to the Board and the Association with respect to any or all items in Article X no later than 90 days following the first meeting of the special committee.
3. Where necessary, both committees may confer with each other.
4. If the involved committee is unable to make a recommendation or if the Board or the Association is unable to approve the recommendation, the Board and the Association shall form negotiation teams to meet in good faith to attempt to resolve the matter.
5. Throughout this process, both the committees and the negotiation teams shall adhere to the principles of Interest Based Bargaining.
6. In the unlikely event that the bargaining teams are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act with respect to the final two years of the Agreement, i.e. renegotiate the final two years of the Agreement.

This Side Letter shall be contractual in nature and subject to the grievance procedure. However, it is the hope and intent that the committees and, if necessary, the bargaining teams will make

every effort to resolve the TRS and ACA issues in a collaborative manner and only exercise their IELRA rights as a last resort.

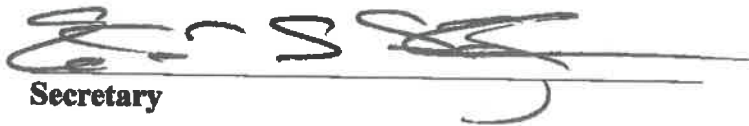
SUNSET RIDGE EDUCATION ASSOCIATION


President

**BOARD OF EDUCATION
SUNSET RIDGE SCHOOL DISTRICT 29**


President

ATTEST


Secretary

MEMORANDUM OF UNDERSTANDING

The following document represents an understanding between the Sunset Ridge School District 29 Board of Education and Education Association relative to the Sunset Ridge District 29 school calendar and the logistics for professional development/collaborative planning time within that calendar.

The Sunset Ridge School District 29 School Calendar, under the 2014-2019 Collective Bargaining Agreement, is based on 182 teacher working days. This calendar is comprised of 177 Student Attendance Days, 3 Teacher Institute Days, and 2 Parent-Teacher Conference Days.

The one hundred and eighty-two (182) teacher working days includes two (2) scheduled Parent-Teacher Conference Days. Each Parent-Teacher Conference Day will include a minimum of five (5) clock hours of conferences. One (1) conference day shall be scheduled during the fall term and one (1) conference day shall be scheduled during the spring term. Teachers shall make themselves available to schedule additional parent-teacher conferences beyond the two (2) allotted conference days, which may require additional time outside the regular working day (i.e., before or after school).

The one hundred and eighty-two (182) teacher working days also includes three (3) Teacher Institute Days. Two (2) Teacher Institute Days will be scheduled prior to the first student attendance day and one (1) Teacher Institute Day will be scheduled during the regular school year. Per Illinois School Code, Teacher Institute Days must contain a minimum of five (5) hours of professional development experiences. The District shall not exceed the minimum number of hours without SREA approval.

Four (4) Half-Day School Improvement Days are included in the 177 Student Attendance Days. Per Illinois School Code, Half-Day School Improvement Days must contain a minimum of three (3) hours of student instruction combined with a minimum of two and one-half (2.5) hours of staff development or collaborative planning time. The District shall not exceed the minimum number of hours without SREA approval.

The District 29 administration shall collaborate with the Sunset Ridge Educational Association in the planning, schedule, and logistics for Half-Day School Improvement Days and monthly building level meetings to facilitate adequate collaborative planning and professional development time.

MEMORANDUM OF UNDERSTANDING

The following document represents an understanding between the Sunset Ridge School District 29 Board of Education and the Sunset Ridge Education Association (the "Parties") relative to the Performance-Based Pay Committee and the deadline for setting annual District goals.


Under the 2014-2019 Collective Bargaining Agreement ("Contract"), the Performance-Based Pay Committee ("Committee") shall annually establish a two-tiered District goal for the Performance-Based Pay Program by no later than October 1 of each school year covered by the Contract. The Parties agree to extend the deadline for the 2014-2015 school year until 11, NOVEMBER, 2014.

In the event the Committee is unable to reach consensus on a District goal by 11, NOVEMBER, 2014, the Board of Education shall establish the District goal for the 2014-2015 school year pursuant to the terms of the Contract.

The Parties further understand and agree that the deadline extension described herein shall be considered non-precedential in all respects.

Board of Education
Sunset Ridge School District #29

By:


Sean T. O'Grady, President

Sunset Ridge Education Association
Illinois Education Association

By:


President

Dated as of September 1, 2014

MEMORANDUM OF UNDERSTANDING

NON-ELECTIVE 403(b) EMPLOYER CONTRIBUTION

The following document represents an understanding between the Sunset Ridge School District 29 Board of Education ("Board") and the Sunset Ridge Education Association ("Association") (collectively, the "Parties") relative to Article X – Fringe Benefits of the 2014-2019 Collective Bargaining Agreement ("Contract"), with specific regard to benefits involving the Foundation Level and the 403(b) Program.

Under the Contract, the Parties established a Foundation Level, which represents the maximum amount of money that may be expended by the Board on medical benefits during a school year. Under the Contract, unspent money from the Foundation Level cannot be distributed to employees as cash or serve to increase the following school year's Foundation Level.

Pursuant to the Contract, the Parties formed a Benefits Committee to design and manage medical benefits for teachers. One of the tasks of the Benefits Committee was to maintain costs within the Foundation Level. During the 2015-2016 benefits year, it was determined by the Benefits Committee and reported to the Board that the Parties succeeded in reducing the overall cost of medical benefits well below the set Foundation Level for the year. At the time this Memorandum was executed, the unspent Foundation Level amount for the 2015-2016 benefit year was estimated to be \$44,746.62.

403(b) Employer Contribution

In response to this positive outcome, and as an added but separate benefit, the Board has determined to provide a one-time, non-elective employer contribution to the Teachers' 403(b) accounts as set forth herein. This contribution will be made in accordance with the Board's 403(b) Plan to the extent such contribution is allowed pursuant to the rules and regulations governing 403(b) contributions under the *Internal Revenue Code of 1986*, as amended. It is further understood by the Parties that the payment of such benefit is non-elective and at no time did or will any Teacher have the option of receiving the benefit in any form other than a 403(b) contribution. In order to receive the contribution, a Teacher must have available an active 403(b) account and must designate the receiving account by no later than June 1, 2016, to be eligible for the contribution. The Board's administration will provide additional guidance on how that account may be designated by each Teacher.

Non-Retiring Teachers

The 403(b) non-elective employer contribution will be in the amount of Four Hundred Dollars (\$400) for each eligible Non-Retiring Teacher and will be made in one lump sum in June, 2016. If the Teacher is no longer employed by the Board at the time the contribution is to be made and is not included in the "Retiring Teachers" group below, the Board will not make the 403(b) contribution for that Teacher. If a Teacher dies before the contribution can be made, the Board shall not make the contribution.

Retiring Teachers

The Board further recognizes that several of its Teachers have, prior to this Memorandum being executed, elected to receive certain retirement benefit options under the Contract. As part of that election, however, a Teacher agrees that he/she cannot receive an increase in his/her earnings creditable to the Teachers' Retirement System of Illinois ("TRS") of greater than six percent (6%) over his/her previous year's creditable earnings. As such, the Board will not provide the 403(b) non-elective contribution to any Teacher who has elected the retirement benefit where the contribution will cause the overall TRS creditable earnings in the 2015-2016 school year to exceed that Teacher's TRS creditable earnings by more than 6% over the prior school year.

For these Teachers only, the Board has determined to provide a separate, one-time, non-elective post-retirement employer contribution to their 403(b) accounts. This contribution will be in the amount of Four Hundred Dollars (\$400) and will be made in one lump sum within three months following each such Teacher's last day of service in the District and receipt of his/her final paycheck for regular earnings following retirement such that the benefit will not be considered TRS creditable earnings. The following Teachers are identified as "Retiring Teachers" under this section and therefore eligible for the post-retirement benefit (and ineligible for the benefit described under "Non-Retiring Teachers" above): Robin Bell, Barb Golomb, Barb Egofski, Cindy Fleischer, Mady Kaplan, Barb Rosenberg, Ken Smith, Steve Timko, Anita Victor, Melinda Zibart, Clare Raming, and JoAnn Tennenbaum. If for any reason the contribution described in this section is determined by TRS to be creditable, the Parties agree that the Board will not provide the contribution. If a Teacher dies before the contribution can be made, the Board shall not make the contribution.

The Parties further understand and agree that the 403(b) benefit described in this Memorandum shall be considered non-precedential in all respects.

Board of Education
Sunset Ridge School District #29

By: 
President

Sunset Ridge Education Association
Illinois Education Association

By: 
President

Dated as of 10 May 2016

MEMORANDUM OF UNDERSTANDING

FOUNDATION LEVEL - SURPLUS

The following document represents an understanding between the Sunset Ridge School District 29 Board of Education ("Board") and the Sunset Ridge Education Association ("Association") (collectively, the "Parties") relative to Article X – Fringe Benefits of the 2014-2019 Collective Bargaining Agreement ("Contract"), with specific regard to benefits involving the Foundation Level.

Under the Contract, the Parties established a Foundation Level, which represents the maximum amount of money that may be expended by the Board on medical benefits during a school year. Under the Contract, unspent money from the Foundation Level cannot be distributed to employees as cash or serve to increase the following school year's Foundation Level.

Pursuant to the Contract, the Parties formed a Benefits Committee to design and manage medical benefits for teachers. One of the tasks of the Benefits Committee was to maintain costs within the Foundation Level. During the 2015-2016 benefits year, it was determined by the Benefits Committee and reported to the Board that the Parties succeeded in reducing the overall cost of medical benefits well below the set Foundation Level for the year. At the time this Memorandum was executed, the unspent Foundation Level amount for the 2015-2016 benefit year was estimated to be \$44,746.62.

In response to this outcome, the Parties agreed under a separate Memorandum of Understanding titled Non-Elective 403(b) Employer Contribution ("MOU2"), dated 5.10.16, to allow the Board to provide as an added but separate benefit a one-time, non-precedential, non-elective 403(b) employer contribution to eligible Teachers' 403(b) accounts. However, in addition, the Parties have determined to also identify a specified amount of unspent money from 2015-2016 Foundation Level as "surplus" that may be used in a future year during the current Contract to supplement the Foundation Level as determined by the Benefits Committee. The surplus amount shall be calculated by subtracting the total amount of executed 403(b) non-elective employer contributions made pursuant to MOU2 from the 2015-2016 unspent Foundation Level amount.

Foundation Level Surplus: Contract Years Beyond 2015-2016

The Parties also agree that should any benefit year within the term of the current Contract beyond the 2015-2016 benefit year result in an unspent Foundation Level amount, that unspent amount will also be identified as surplus and will be added to the then existing surplus amount, if any, to supplement the Foundation Level as determined by the Benefits Committee, in accordance with this Memorandum.

Management of Surplus

The Parties understand that the surplus identified herein shall be managed by the Board, with input from the Benefits Committee per Article X of the Contract, in accordance with its accounting standards and shall remain in the Board's Operating Funds and not be considered reserved, restricted or committed. The Parties further understand that should maintenance of the surplus identified herein be determined disallowed by the Board's auditors or any governmental agency or guidance (including but not limited to, guidance involving accounting standards) or court action, the Parties will immediately cancel the identification of such surplus and allow such funds to revert to unassigned general funds of the Board. Any surplus unspent as of August 31, 2019, shall revert to unassigned general funds of the Board.

The Parties further understand and agree that the identification and use of the surplus described in this Memorandum shall be considered non-precedential in all respects.

This Memorandum shall remain in effect until the expiration of the current Contract, *i.e.*, August 31, 2019.

Board of Education
Sunset Ridge School District #29

By: Debbie Papas
President

Sunset Ridge Education Association
Illinois Education Association

By: Donna Barber
President

Dated as of 10 May 2016

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