

MASTER AGREEMENT

between

**BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99
Cook County, Illinois**

and

**CICERO COUNCIL UNION – TEACHERS UNIT
WEST SUBURBAN TEACHERS UNION
Local 571, American Federation of Teachers**

July 1, 2010 – June 30, 2013

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of December, 2010 by and between the BOARD OF EDUCATION, SCHOOL DISTRICT NO. 99 COOK COUNTY, ILLINOIS, (hereinafter referred to as the "BOARD") and the CICERO COUNCIL OF THE WEST SUBURBAN TEACHERS UNION, LOCAL NO. 571, AMERICAN FEDERATION OF TEACHERS (hereinafter referred to as the "UNION"):

WITNESSETH

The BOARD and the UNION agree as follows:

I. RECOGNITION & REPRESENTATION

A. Recognition

The BOARD recognizes the UNION as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all certificated employees of the BOARD, except for the Superintendent, Assistant Superintendent, Assistant Superintendent for Finance/Operations, Assistant Superintendent for Student Services, Assistant Superintendent for Educational Services, Assistant Superintendent of Human Resources, Principals, Assistant Principals, Deans, Coordinators, Directors and Program Supervisors. The BOARD and the UNION recognize their common responsibility to provide high quality education for children of this school district and to endeavor and maintain high morale within the teaching staff.

1. The BOARD recognizes the right of its Teachers to participate in UNION activities as provided herein. The UNION recognizes that such participation is in addition to the Teachers' duties and responsibilities to the BOARD. Except as provided in this Agreement, the BOARD will not lend its support to UNION activities nor will it compensate the Teachers or the UNION for participation in such activities. The UNION will not conduct professional meetings in conflict with the regularly scheduled school day or other scheduled school activities.
2. On or before October 15th, the UNION shall provide the BOARD with a list of those Teachers who have authorized payroll deduction of UNION membership dues for the current school year. The BOARD shall deduct UNION membership dues on a set schedule agreed upon by the BOARD/UNION. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the UNION and the BOARD prior to September 15, of any school year or upon termination of employment with the District.

3. The BOARD shall transmit to such person as the UNION has in writing, designated to the BOARD all funds deducted from Teachers' salaries as UNION membership dues as provided in Paragraph XII-6 herein. Such payments will be made in the usual course of such business by the BOARD as soon as possible after such deductions are made. The BOARD assumes no responsibility with regard to such payments or the application thereof except as provided in this Agreement. The UNION agrees to refund as soon as possible to the BOARD or to the Teacher any funds deducted by the BOARD from Teachers' paychecks in error or transmitted by the BOARD to the UNION in error. The UNION hereby agrees to hold the BOARD harmless from any and all claims for funds that it pays over to the UNION or its representative hereunder.

B. Fair Share Provisions

1. The provisions of this Article apply only to employees covered by the Agreement who are hired after August 23, 1990 and to employees who are UNION members as of the effective date of this Agreement, but who subsequently resign from the UNION. The Provisions of this Article do not apply to employees who are not UNION members as of the effective date of this Agreement. Employees covered by this Article shall be referred to below as "covered non-members."
2. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the "covered non-member" employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The BOARD shall cooperate with the UNION to ascertain the names of all employee "covered non-members" of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share. The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
4. Upon adoption of a UNION internal appeal procedure, the UNION shall supply the BOARD with copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
5. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD, hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).

6. The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
7. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

C. Union's Rights to Use School Facilities

1. The UNION may use school buildings for meetings of its officers and members provided that such meetings do not conflict with the regularly scheduled school day or any other previously scheduled activities, and provided further that the UNION notifies the building Principal and the Superintendent, or his designated representative, at least 24 hours in advance of such meeting.
2. The UNION may use the school mail boxes and inter-school mail service and the school telephones for non-toll communication for UNION purposes. The Superintendent shall receive, upon request, any item of general distribution via school mail boxes. No other special regulation shall be applied to UNION communications.
3. The UNION may use regular school bulletin boards for posting its notices in such spaces as the BOARD shall assign for the purpose.
4. The UNION may use school office machines at reasonable times when the use of such equipment is not required by the BOARD or the Administration.

II. TERMS OF AGREEMENT

1. This Agreement is effective commencing on the first day of the school term in August, 2010, and terminates on the last day of school in June 2013, except as noted in Article XII Section 10 D.
2. The provisions of this Agreement relating to wages (Exhibit A), including longevity, extra-curricular salaries (Exhibit B), and health insurance (Article XII, Section 8), are in effect for the years of this contract.

3. The UNION may submit a negotiation proposal for a successor-contract not earlier than January 15, 2013, to the President, Secretary and Superintendent of the District by personal delivery or first-class mail. The BOARD shall set up a preliminary negotiations meeting with the UNION thirty (30) days from date of receipt of such letter and shall provide the UNION with copies of the BOARD's proposals at such preliminary meetings.
4. If a new agreement for the subsequent school term has not been reached between the BOARD and the UNION by June 15, 2013, negotiations shall be suspended at the request of either party until August 15, 2013.
5.
 - A. All rights and privileges enjoyed by Teachers as of the date of this Agreement remain in full force and effect except as such rights and privileges are amended by this Agreement. The terms of the Agreement are hereby adopted by the BOARD as part of its policies and rules and regulations applicable to BOARD/Teacher relationships; and any conflicting BOARD policies and rules are hereby repealed. However, no provision of this Agreement shall be construed to alter, enlarge or diminish the rights, duties or responsibilities granted to or imposed upon the BOARD by law with respect to the operation and management of the schools and School District 99.
 - B. With respect to matters not covered by this Agreement that may arise concerning salaries, fringe benefits, or working conditions of certificated Teachers covered hereunder, the BOARD agrees that it will not adopt any regulations relating thereto without prior consideration and negotiations with the UNION.

The BOARD during the term of this Agreement or any extension thereof agrees to continue its present practices and policies with respect to salaries, fringe benefits and working conditions, except insofar as change may be required by law.

III. SALARY SCHEDULES

1. During the term of this Agreement, the BOARD shall pay its teachers in accordance with the Basic Salary Schedule attached hereto as Exhibit "A" and made a part hereof.

The BOARD and UNION shall develop a forty-step salary schedule for the 2010-2011 school year. This schedule shall be increased by 2.00% for the 2010-2011 school year, 2.00% for the 2011-2012 school year and 2.00% for the 2012-2013 school year. Teachers who have completed step 40 shall be moved off the schedule.

2. During the term of this Agreement, the BOARD shall pay its teachers, where applicable, for performing additional duties in accordance with the provisions of the Supplemental Pay Schedule attached hereto as Exhibits “A” and “B” and made part hereof.

3. No more than ten (10) total years of non-public or public teaching experience will be recognized, provided the teacher held a valid teaching certificate during the period of service credit provided by the District and the service was rendered at a recognized school. Full teaching experiential credit will be given to a teacher who held a valid teaching certificate and taught in a foreign country for the Department of Defense, the U.S. Government, or in a school accredited by a recognized association agreed to between the parties.

4. The BOARD shall pay its certified teaching employees a stipend for experience in addition to the payment amounts agreed upon in Sections 1 and 2 of this Article. The longevity stipend shall only be available to employees who were employed by the District and on Step 10 or above during the 2009-2010 school year. The stipend shall be determined as follows:

At 20 years	2.0% of the base salary
At 21 years	2.5% of the base salary
At 25 years	3.0% of the base salary
At 30 years	3.5% of the base salary
At 33+ years	3.75% of the base salary

Teacher Base salary is considered to be lane and step figure of teacher’s placement on salary schedule.

5. A Teacher who qualifies for change in a salary lane by completing education which is related to the subject area in which the teacher is assigned and/or certified, completes a course enabling him/her to secure additional endorsements or certification and/or as approved by the Superintendent or designee shall be entitled to a salary adjustment only at the beginning of the semester following the submission of proof of entitlement by the Teacher. Satisfactory proof of entitlement for such change shall be submitted at least fifteen (15) days before the beginning of a semester. Proof of Entitlement shall consist of an official transcript, grade report, or an official letter from an accredited university/college and/or instructor signifying satisfactory completion of academic requirements for salary adjustment. Unrelated to any change in lane placement, official transcripts shall be submitted no later than sixty (60) days following completion of academic courses.

6. Employment commencing on or before October 31st, of each school term will result in one full year's credit on succeeding salary contracts. Employment commencing between November 1st, and March 1st, will result in one-half year's credit on succeeding salary contracts. Teachers who have been placed on the salary schedule with anniversary dates shall be notified regarding incremental changes and the effective dates of such changes when annual salary notifications are distributed to staff members.
7. The BOARD shall pay a Teacher who teaches a class during his/her preparation period, by reason of the lack of availability of a substitute Teacher, at the rate of twenty-seven dollars (\$27.00) for the 2010-2011 school year, twenty-eight dollars (\$28.00) for the 2011-2012 school year and twenty-nine dollars (\$29.00) for the 2012-2013 school year per 45-minute class period.
8. Teachers shall not be requested to assume internal substitution except in case of emergency. For the purposes of this clause, an emergency shall be defined as the unavailability of an external substitute. All teachers under a retirement contract are prohibited from performing internal substitution duties. Substitutes shall be selected according to the following procedures:
 - A. Volunteers per period.
 - B. All teachers, including specials and certificated support staff (one period per day), who are not under a retirement contract, on an equitable and rotating basis.
 - C. Building level administrators per period.

Private, contractual employees are exempt from internal substitution. The rotation schedule for internal substitution shall be available in the Main Office and provided for posting on the Union Bulletin Board in the Teachers Lounge.

9. When a Teacher supervises, directs, or assists in student-related activities at times other than the scheduled school day, the Teacher shall be reimbursed therefore according to the Extra-Duty Rate of Exhibit "B", subject to the following conditions:
 - A. The Extra-Duty Rate shall apply only to activities approved by the Superintendent or designee. Examples of such activities shall included but are not limited to evening education programs, planning, directing, and/or assisting in district or individual school fairs, supervision during games, and any other types of student activities, except those excluded by provisions of this Agreement.

- B. The Extra-Duty Rate shall not apply to activities for which reimbursement is otherwise provided for in Exhibit "B" of this Agreement.
 - C. The Extra-Duty Rate shall not apply to one open house meeting during the school year.
 - D. The Extra-Duty Rate shall not apply to field trips which last less than seven (7) hours of a school day.
 - E. In no case shall the Extra-Duty Rate apply for work done within the hours of the regular school day.
 - F. Teachers agreeing to serve in activities which apply to the Extra-Duty Rate shall receive confirmation in writing of the District's recognition of the Teachers' proposed services. Such confirmation, issued by any of the District's School Administrators, shall be presented to the Teacher as soon as possible after determination is made by the Administration that an activity is considered worthwhile to require the presence of a Teacher, or as Teachers verbally agree to provide their services.
 - G. The Teacher(s) and Administrator involved in the performance of Extra-Duty Rate work shall cooperatively determine the approximated length of time involved. At the completion of such extra duty work by a Teacher, the Administrator shall send a time card to the Superintendent or designee showing the number of hours the Teacher has worked.
 - H. Payment shall be computed by hour and by quarter-hour fractions thereof and shall be included on the Teacher's next regular paycheck.
 - I. Teachers may volunteer for extra-duty activities without receiving extra compensation therefore.
10. When a teacher chaperones a field trip which is scheduled to be in excess of the normal school day, he/she will be reimbursed the extra duty rate for any time beyond seven (7) hours. If the field trip occurs on a day which is not a normal school day and the field trip is not part of the teacher's regular duties or a stipend position, the teacher shall receive the extra duty rate for all hours worked as a chaperone on the field trip.
11. The BOARD will continue the practice of paying the entire employee contribution to the Teachers' Retirement System (excluding the one-half of one percent collected for THIS insurance).

IV. FAIR PRACTICES AND WORKING CONDITIONS

1. The normal workday for the staff will begin at either 7:50 a.m. or 8:30 a.m. and end six and one-half hours (6 1/2) later. During the six-and-one-half-hour work day employees will be entitled to a thirty (30) minute duty-free lunch and preparation time as defined elsewhere in this agreement. The Administration will make the decision as to which start time a building will use.

Kindergarten will stay at its traditional time periods and planning period schedule.

Each Teacher shall have a duty free lunch period of thirty minutes on days that school is in session; provided further, that:

- A. Teachers shall not be assigned duties during their lunch periods.
 - B. Exceptions to the designated lunch periods shall be implemented when necessary to alleviate crowded lunchroom conditions, or accommodate early class schedules.
2. Notwithstanding the provisions of Paragraph IV-1 above, Teachers may be assigned temporary supervisory duties without additional monetary compensation on an equitable and rotating basis during periods of emergency or sudden extreme weather conditions, when such temporary assignments are deemed necessary by the Administration. Teachers so assigned shall be granted released time equal to time spent performing such temporary supervisory duties, without reduction in normal compensation, on such day or days mutually agreeable to the Teacher and Administration.
3.
 - A. Teachers will be assigned supervisory duties on an equitable basis, taking into account the size of the building's staff and the nature of the school facility. Itinerant teachers who travel to two or more buildings during a school day shall not be assigned to supervisory duties on those days.
 - B. Teachers of all special subjects (i.e. teachers other than core subject or regular classroom teachers) who are assigned to only one building for a full day shall be assigned supervisory duties on an equitable basis.
 - C. The Administration will schedule the entire staff for playground duty on an equitable rotating basis.
 - D. Junior high school home room assignments shall be made to all core academic teachers and elective/auxiliary teachers as needed. Non-homeroom teachers shall have hall duty during morning homeroom periods.

4. The BOARD agreed to provide the following planning periods:
 - A. Whenever possible, planning periods shall be so scheduled so that each Teacher shall have at least one planning period per day. Whenever possible, Building Principals shall avoid the scheduling of more than one planning period a day.
 - B.
 1. No class should be cancelled in order for a teacher to perform internal substitution except in the case of an emergency.
 2. The District's automated attendance system must reflect the need for a substitute for all teachers excluding speech and language teachers, special education resource teachers, psychologists, social workers and educational consultants.
 3. All classes will be provided a long-term substitute in the case of a long term foreseeable absence in excess of ten (10) consecutive school days.
 4. All teachers receiving additional planning time due to closed-campus time-scheduling are to use that additional time in meaningful instructional/supervisory activities mutually agreeable between the teacher and principal. Said additional time will be used for travel purposes on any day it is necessary for a teacher to travel between buildings to meet the needs of his/her instructional program.
 - C. All teachers, grades EC and PreK through eight, will not have fewer than five (5) forty-five minute planning periods per week.
 - D. Support-staff employees may assist in making needed phone calls, scheduling meeting times, copying IEP and other documents, and sending documentation prepared by the teacher/team facilitator in preparation for student staffing meetings upon approval of such tasks by the Principal or designee at no cost to the District.
 - E. An EC, Pre-K, or Kindergarten student who has not been picked up within five (5) minutes of student dismissal shall be taken to and left in the office to wait until her/his supervising adult arrives.
 - F. EC and PreK teachers shall teach five (5) days per week.

- G. Teachers are to remain in the building during their planning periods unless other arrangements have been made in advance with the building principal.
- H. Planning periods, or equivalent time, shall be used for the following purposes only:
 - 1. Preparing lesson plans both long-term and immediate.
 - 2. Using the library to secure reference and instructional material for classroom use.
 - 3. By mutual agreement to confer with fellow teachers in preparation for improving classroom instruction.
 - 4. Parent conferences.
 - 5. Conferring with administrators.
 - 6. Travel time between buildings for itinerant teachers.
 - 7. MDCs, IEP, Annual Review, and 504 Conferences.

School improvement activities, professional development or grade level meetings may be held provided they are not scheduled during the plan period more than once a week. Grade level meetings (PLTs) shall be limited to one (1) per week during the teacher's plan period and last no more than thirty-five (35) minutes. Grade level meetings (PLTs) missed due to a day off will not be rescheduled for that week.

- 8. Whenever possible, all open periods in excess of the five (5) planning periods shall be used for remediation purposes. Remediation periods may be used for the following purposes and will be assigned by the Principal:
 - a. Teachers may be assigned to provide remedial instruction to a group or individual students.
 - b. Teachers may be assigned to provide internal substitution.
 - c. Principals will assign specific responsibilities to teachers of grades Pre-K through eight (8) for periods which are in excess of five (5) planning periods

- d. Teachers may be assigned work related to curriculum improvement or matters mandated by the State Board of Education.
- 5.
 - A. Wednesday faculty meetings, both building and district, shall not begin later than fifteen (15) minutes after the close of the student day and conclude in no event later than seventy-five (75) minutes after the scheduled start of the meeting. Teachers shall make every effort to be punctual so as to be in attendance at the opening of all such meetings.
 - 1. Teachers shall be released at the normal daily dismissal time on eleven (11) mutually agreeable Wednesdays throughout the school year, including the Retirement Tea hosted by the District and Union. Such specific Wednesdays shall be designated by the District with written notice to all affected faculty by the first day of the school year.
 - 2. In addition to the above-designated Wednesdays, teachers may choose an appropriate location on report card Wednesdays to address their professional responsibilities for the completion of student report cards.
 - B. For all building meetings, a printed agenda shall be provided to each faculty member on the morning of said meeting.
 - C. All members of a district committee shall whenever possible receive an agenda for said committee meeting on the Monday before.
- 6. Class Size
 - A. The BOARD agrees to endeavor to maintain class sizes not to exceed thirty pupils per class based upon present enrollment, building facilities and projected enrollment increases.

When the class size exceeds thirty (30) pupils, the Administration will investigate and exert serious effort toward developing a procedure for reducing the number of pupils assigned to such class. The UNION will be informed forthwith that such investigation is being conducted and from time to time the progress thereof. Although an aide may be provided temporarily, the Administration shall make every effort to develop a permanent solution.

- B. Class sizes may in some instances have to exceed the number specified in Article IV., Section 6.A. in lieu of the additional planning periods provided by the contract, the BOARD agrees to pay a teacher, whose class exceeds thirty (30) students, fifty-cents (0.50) per student per period per day. Holidays and institute days will not be counted, however, parent/teacher conference days will be included for payment.

Computation will start when the 1st day enrollment exceeds thirty (30) and be based upon pupil contact and will be submitted when a teacher is absent. The computation will be based on the actual number of students present in the classroom for the first five (5) days of school and on the official class list each day thereafter. If a teacher is absent for ten (10) consecutive days the fifty- cents (\$0.50) per-period will end after the 10th day.

7. Teachers shall not be required to become members of Parent-Teacher Associations or similar organizations, and their attendance at meetings of such organizations shall be voluntary. However, Teachers shall attend one (1) open house per year. The UNION shall encourage its members to join Parent-Teacher organizations, to participate in their activities, and to attend meetings of such organizations
8. In each school building, all faculty members and the school Principal shall meet annually to cooperatively determine what programs of educational benefit to pupils shall be presented. They shall also jointly determine at the beginning of the school term what parties, parade, Christmas programs, or other types of school entertainment shall be conducted for parent-teacher-group meetings or other occasions. Consideration should be given as to whether preparations and rehearsals for such program activities would conflict with general pupil progress and curriculum objectives.

If agreement cannot be reached, the matter shall be referred to the School Professional issues Committee and the Principal for possible resolution. Subsequently, if an impasse is reached, the matter shall be referred to the Superintendent, or his/her designee, for final decision.

Serious consideration shall be given to the public relations aspect of such proposed activities.

9. No faculty meetings shall be regularly scheduled on Wednesday immediately preceding the issuance of report cards. Special meetings for curriculum committees or staffs may be called by mutual consent of teachers and administrators.

12. The BOARD shall provide a 24-hour telephone answering service and AESOP or similar service for Teachers' use in reporting an intended absence.
13. A. The BOARD and UNION have developed an "Evaluation Plan for Teacher" in accordance with law and State Board of Education regulations. In the event either party proposes any substantive change in the evaluation plan, these changes shall be negotiated prior to submission to the State Board of Education by the Superintendent, Superintendent's designee, UNION President or their designee (no more than three representatives per side).
- B. General guidelines for all conferences between Teachers and Administration shall be as follows:
 - (1) In advance of the conference, the Teacher shall be informed either orally or in writing of the purpose of the conference and the names of those who will be in attendance.
 - (2) Teachers shall be obliged to attend a conference requested by an Administrator so long as the conference is called during the usual school day excluding the lunch period, or if on Wednesdays, for sixty-five (65) minutes beyond the normal school day. Conferences at other times shall be at the mutual consent of the parties attending.
 - (3) Any teacher may, upon request, have a UNION representative at any conference or discussion with the Superintendent or Assistant Superintendent, where the subject of that teacher's dismissal or resignation is to be raised.
 - (4) Tenured teachers with a satisfactory or better classification as defined by the Illinois School Code will be evaluated every two (2) years, unless circumstances otherwise dictate or by reason of amendment to the Illinois School Code.
 - (5) No tenured teacher shall be evaluated for two consecutive years by a retired administrator.
 - (6) No observations and/or evaluations will be performed during the first two (2) weeks of school, last two (2) weeks of school, day of a school celebrated holiday (i.e Halloween, Valentines, Christmas, etc.), and/or the day before/after a holiday break, unless the teacher agrees to observations and/or evaluations on such days.

- C. Conferences requested by central office coordinators with the teacher shall follow Sections 1 and 2 in Item B.
- D. Conference between Administrators and Teachers may follow either of these two forms. In addition to the above, general guidelines, the following additional guidelines shall apply:
 - (1) Principal-Staff informal Conference
 - (a) May be requested by the Principal to discuss performance of a Teacher or the general functioning of the school.
 - (b) Teacher may also request such a conference of the Principal upon stating the purpose of such conference. At the request of Teacher, Principal shall make himself/herself available for such a conference at the mutual convenience of both parties attending.
 - (c) Those present will be the Teacher and the Principal.
 - (d) Both parties will strive to maintain an atmosphere of informal discussion, mutual respect, and resolution of the issue.
 - (2) Informal Administrative-Staff Conference
 - (a) Where more than one Administrator is to be present with a Teacher, the Teacher shall have the right to bring an additional Teacher or a UNION Representative to the meeting to serve as a witness or resource person.
- E. At Conferences with a parent, where both Teacher and Principal are present, both Principal and Teacher should strive to discuss fully and professionally the issues or problems the parent may raise.
- 14. A. Any charges, accusations, or comments concerning a Teacher of a negative or derogatory nature from any source shall bear no weight on the evaluation of such Teacher's professional and official performance in District 99 unless:
 - (1) Such charges, accusations, or comments are made in writing and signed by the person making same.

- (2) A teacher shall be given the name of any person making such charges and the time and opportunity to meet with the Administration to respond to or to refute the charges. The Teacher may choose to have another Teacher or UNION Representative present to assist at such meeting which shall be held within ten days from the filing of said charges and the advising of the Teacher thereof.
15. In all cases where the BOARD is considering the issuance of a Remedial Notice pursuant of the School Code of Illinois, the Teacher shall be informed thereof, in writing, at least one week in advance of the meeting of the BOARD at which the issuance of such notice is to be considered. Also, the Teacher shall be informed of the nature and basis of such charges and all available information that may be presented and used against such Teacher so that the Teacher may prepare an adequate case for defense. The Teacher may choose another employee of the BOARD, or a representative of the UNION, or legal counsel to assist at such meeting with the BOARD. This provision shall not apply and no notice shall be required in instances where the BOARD issues a remedial notice pursuant to evaluations under Section 24A of the School Code and the District's Evaluation plan.
 - A. All the Remedial Notices shall remain in a Teacher's personnel folder for two (2) years from the date of issuance thereof. At the end of such two-year period, provided no similar infractions have occurred, such Remedial Notices and any pertinent, related information shall be permanently removed from such Teacher's folder. After such two-year period has expired, should the BOARD of Education consider filing a new unrelated Remedial Notice against such Teacher, the charges related to the previous Remedial Notice shall not be considered or included as evidence in determining whether such new Remedial action shall be taken.
16.
 - A. Self-contained special education teachers shall be given release time to conduct annual reviews and reevaluations. A substitute will be hired for said release time.
 - B. When a regular division teacher whose student is to be discussed during an annual review or reevaluation, a substitute will be provided if the meeting cannot be held during the teacher's plan period.
17. The Administration will establish District guidelines for the implementation of the new lesson plan book. A written and oral presentation of these guidelines will be given to the entire staff. The UNION and ADMINISTRATION will co-sign the written guidelines.

18. In the year of each tenure teacher's evaluation, the evaluating administrator or supervisor shall provide at least one week's advance notice of the week that such teacher will receive his/her first formal observation. Any subsequent observations need no such advance notice.
19. A. The BOARD and the UNION agree to provide a substantial number of days to be utilized by the employees when the need for sick days exceeds the number of days the employee has accumulated.
- B. The Sick-Day Bank will be managed by a Board of Trustees. The Board of Trustees will be composed of four (4) employees, the UNION President and one Administrator.
- C. An individual must be a bargaining unit employee in District 99 in order to be granted days from the sick-day bank.

An individual must have contributed in the most recent request of the staff for sick days in order to draw from the pool.

An employee must have utilized all accumulated sick days and reduced sick days before receiving a grant of days from the bank.

The sick-leave bank is an emergency-type procedure not intended to replace the TRS/IMRF permanent or temporary disability procedures.

An employee may not draw more than one hundred twenty (120) days from the pool in any single school year. Exceptions to this restriction may be granted if the BOARD and UNION approve the exception.

An application form must be filed with the Board of Trustees by the employee before any days can be granted. Application forms will be available from building representatives and members of the Board of Trustees. Verbal application in the event that the employee is not in school is permissible.

Decisions granting the use of days from the bank must have the approval of three employees on the Board of Trustees. The UNION President will vote on a decision to disperse days only in the event of a tie. The administrations representative may not participate in a vote on the dispersal of days from the bank.

The Board of Trustees has the complete and final authority for the operation of the sick-day bank.

- D. Voluntary contributions of not more than two days per year from the bargaining unit will create the days available in the bank.

After the initial request, days will be added to the sick-day bank in the following manner:

1. Whenever the total number of days in the pool reaches fifty (50) or fewer.
2. During September of each school year a request will be made of the entire staff unless such a request would place the number of days over six hundred (600).
3. If a request is not made of the entire bargaining unit, then bargaining unit members who have not contributed to the bank shall have an opportunity to contribute to the sick-day bank regardless of the number of days available in the bank.
4. Employees leaving the district, for any reason, may contribute up to ten (10) of their accumulated sick days to the sick-day bank.

The Board of Trustees may ask an employee to furnish additional documentation or rationale beyond that supplied in the application before granting days from the bank.

As soon as the Board of Trustees has reached a decision on an application for a grant of days, the applicant, superintendent, business manager, and building principal shall be notified in writing.

Days donated by an employee to the bank may not be withdrawn. Days donated are recorded as consumed on the individual employee's official school record of accumulated sick leave.

A complete record of the following items will be kept:

1. Names and number of days contributed by each employee
2. Application(s) submitted by employees
3. Number of days granted to all applicants
4. Number of days utilized from the bank
5. Number of days in the bank

The Board of Trustees will submit an annual report to the UNION Executive Board and Superintendent/BOARD of Education.

20. Professional Appearance

Educators are important role models for students, peers, and community members. Accordingly, the parties agree that professional and appropriate appearance is expected of District personnel. Specifically, this means tattered, torn, soiled, or clothing considered too revealing will not be worn in the workplace. For purposes of this provision, “too revealing” is defined as clothing revealing body parts that are not ordinarily exposed in a school setting.

The parties will make every effort to reconcile differences that occur as a result of this language through a conference between the Administration, Union, and Teacher(s). Should the parties be unable to reconcile their differences, progressive disciplinary action may commence. Exceptions to these provisions may be made on a case-by-case basis by the administration for special events, celebrations, weather contingencies, and the like.

V. EDUCATIONAL PROGRAM IMPROVEMENTS

1. The BOARD shall institute or maintain the following educational facilities and programs:
 - A. The BOARD of Education shall provide educational programs and facilities to meet special education program guidelines issued by the Illinois State Board of Education (ISBE) and Intermediate Service Center No. 2
 - B. The Office of Student Services of District 99 shall follow guidelines of the Illinois State Board of Education (ISBE) in regard to staff and programs.
 - C. A sufficient number of specialists shall be employed in such areas as health, art, music, physical education, technology, media, etc. programs.
2. In each building the Teaching staff, Media Specialist and Principal shall meet to determine the audio-visual needs of the building. At such meetings, a written priority list for specific materials shall be formulated and sent to the Director of Information Services. The lists shall be reviewed by the Administration and priorities set within budgetary limitations.
3. A. Appropriate textbooks and materials shall be provided by the BOARD to take care of individual pupil needs and shall be made available after the teacher request has been approved by the administration.

- B. The BOARD shall endeavor to provide an adequate budget for essential classroom supplies and materials in all categories of the educational program within budgetary limitations.
- 4. Building libraries will be open during the school day in order that personnel may utilize materials. Certified personnel must accompany students at all times.
- 5. The BOARD shall encourage pilot programs of curriculum change at all grade levels.

VI. PROFESSIONAL IMPROVEMENT AND GROWTH

- 1. The BOARD shall reimburse Teachers an amount equal to seventy-five percent (75%) of the tuition fees paid by the Teacher for taking graduate and post-graduate courses for the purpose of professional improvement by completing education which is related to the subject area in which the teacher is assigned and/or certified, completing a course enabling him/her to secure additional endorsements or certification, and/or securing approval of the Superintendent. The BOARD shall not pay any Teacher an amount in excess of two-thousand two-hundred fifty dollars (\$2,250.00) for each year of the contract thereafter.
- 2. In instances where a Teacher has been accepted for a graduate degree program, the Teacher shall be required to secure a letter from the university or the college indicating such acceptance. This letter shall be filed in the Teacher's personnel file at the Administration Building.

Approval for subsequent courses in an approved graduate-degree program shall not be necessary for reimbursement purposes. Proof of successful completion of courses taken must be submitted as stated in Article VI, Section 4.

- 3. Credits may be earned in any of the following ways:
 - A. By attending an accredited institution of higher learning or a recognized branch of such an institution or accredited on-line classes as approved by the Superintendent or designee.
 - B. By enrolling in approved courses.
 - C. In order to secure credit, the Superintendent or designee shall first approve and evaluate courses not leading to an advanced degree prior to the Teacher's enrollment in such courses. Likewise, the Superintendent shall approve and evaluate all workshops prior to participation therein.

- D. With prior written approval by the Superintendent, or designee, semester hours or graduate degree credits or their equivalent, shall be applicable for advancement on the salary schedule.
4. Upon successful completion of a qualifying course, the Teacher shall submit to the Superintendent, or designee, in such form as he/she may prescribe, a request for reimbursement together with a receipt of payment and grade report and/or an official transcript. Request for reimbursement shall be submitted within sixty (60) days following completion of each course. Special consideration shall be granted if there is a delay in the transmittal of such grade reports and/or transcripts. Reimbursement shall be made within sixty (60) days of the district's receipt of the transcript verifying successful completion of the course/workshop.

If a Teacher voluntarily leaves the employment of District 99 any time during the one (1) year after completing the approved coursework, he/she forfeits the right to any tuition reimbursement he/she would have received for the current year AND the classes taken in the previous one (1) year. The BOARD shall not be obligated to pay any Teacher tuition reimbursement between the last day of employment in June of the current school year and September 1 of the next school year.

5. Any number of courses may be taken during the school term as long as the reimbursement does not exceed the maximum amount specified in the contract.
6. The taking of courses as provided herein may not interfere with the Teacher's school day.
7. The Superintendent, or designee, shall review requests of Teachers to attend educational conferences and workshops promptly after receipt thereof. He/she will give preference to those Teachers who are actively participating members of the organization sponsoring such conferences and workshops. The Superintendent, or designee, shall establish a plan of rotating attendance at such conferences and workshops based upon the value to the District of the same; the seniority of the applicant, and the availability of Teacher substitutes. Applications shall be in writing and filed in form and manner prescribed by the Superintendent, or designee, not less than thirty days prior to the conference or workshop. In the event the Superintendent, or designee, refuses any such request, he/she shall notify the applicant in writing not less than ten (10) days after the date of such refusal, stating the reasons for same.

8. Provided that a Teacher has received the prior written approval of the Superintendent, he or she may attend educational conferences and workshops that are directly related to such Teacher's area of instruction without loss of salary. The reimbursement provisions contained in Paragraph VI-1 hereof do not apply to attendance at such educational conferences and workshops. The Teacher shall be reimbursed for all necessary and reasonable transportation, travel expenses and registration fees paid in connection with such attendance. The Teacher shall file an expense report accompanied by a one-page written review of the conference and presentation to her/his building staff if requested by the administration and request for reimbursement, in such form and manner as the Superintendent, or designee, may require, within ten (10) days after such attendance. Should the aforementioned presentation be made during an institute day, the teacher shall receive a stipend to be mutually agreed upon by the Board and Union.
9. The BOARD shall endeavor to solicit local colleges to provide extension graduate level educational courses in the immediate vicinity for the purpose of providing courses of benefit and interest to District 99 teaching staff.
10. Parent-Teacher conferences will be held within the guidelines and approval of the Illinois State Board of Education and the Intermediate Service Center No. 2. Such guidelines from these agencies shall be available to staff members for study at the Administration Building.

The BOARD and Administration shall use its best efforts to provide security for the staff during Parent/Teacher conference times. Specifically, the Administration shall contact the Cicero Police Department at the beginning of each school year to notify the department of conference dates, make arrangements for officers to provide security at each school, and pay for such security.

11. Teachers shall be encouraged and permitted to visit other Teachers' classes within the District during the regular school day for ideas and academic stimulation if internal substitution can be arranged with other staff members. Such visits shall be mutually agreed to by the Principal and all staff members involved. There shall be no additional compensation for such internal substitution.
12. Each Teacher may request a particular field trip believed to be educationally beneficial to the individual class. Teachers shall have freedom of choice in requesting participation on field trips in conjunction with other homerooms. Permission for all field trips may be granted at the building or central office level after consultation with the Principal, or designee and other staff members concerned.
However; if permission is denied at the building level, the Teacher may appeal to the Superintendent or his/her designee, for a final decision as to such request.

13. Any summer workshops and/or in-service training programs sponsored by District 99 shall be held on a volunteer basis. Teachers will be notified of such workshops and/or programs by May 1st of the current school year.
14. Employees may leave the building during an existing break-time (such as lunch or preparation period) in order to smoke so long as the teacher does not smoke on school property as prohibited by the Illinois School Code and other state and federal laws.

VII. TEACHER ASSIGNMENT AND TRANSFER

1. Teachers who desire to be transferred shall submit to the Superintendent a request in the form and manner prescribed by the Superintendent. The Superintendent shall make such forms available during the Spring.
 - A. The Superintendent shall notify certificated staff members of all professional openings that occur during the school term by posting bulletins at each teaching center as such openings become known. The bulletins shall include qualifications and duties for such available positions.
 - B. A bulletin of certificated staff openings will be posted as such openings become known. Applications by Teachers for such positions must be made in writing and received by the Superintendent not later than seven (7) calendar days after posting of such a list.
 - C. During the months of June, July, and August bulletins of certificated staff openings shall be posted only at the Administration Building and on the District's website as they become available. Applications by Teachers for such positions must be made in writing and received by the Superintendent not later than seven (7) calendar days after such posting.
 - D. All open certificated positions filled during May, June, July and August shall be considered as permanent assignment and shall not be subject to further posting.
2. Applications for transfers shall be considered only for the school term commencing next after the receipt of such application. Transfers shall be made during the school term in which the application is received only when the Superintendent determines that such transfer would be for the benefit of the District. The Superintendent or designee, shall confer with Teachers who submit applications for transfer.

3. Teachers who are employed after the commencement of the school term are subject to reassignment at the close of the school term in which they were employed, and the BOARD shall so notify such Teachers at the time of their employment. Positions filled during the school term shall be advertised at the end of that term in the manner prescribed in Paragraph I above. Teachers who were employees of the District prior to and at the time of the employment of Teachers who filled positions after the commencement of the school term shall be given preference in the filling of positions for the next ensuing school term.
4. A tenured Teacher who is assigned to fill a position which has become vacant because its incumbent has been granted sabbatical leave shall be reassigned at the termination of that sabbatical leave if the incumbent requests reassignment to his or her previous position. The BOARD may abolish or change a position during the time that its incumbent is on sabbatical leave, if the best interests of the district and the educational program so require. In such event, the Teacher shall be reassigned to another teaching position upon the termination of his or her sabbatical leave. A Teacher returning from a sabbatical leave may request reassignment even though his or her former position still exists.
5. The Illinois School Code shall be followed in the removal or dismissal of any Teacher in the employ of the BOARD regarding reduction of teaching staff.

Notwithstanding the entry upon contractual continued service, any Teacher may be removed or dismissed for the reasons or causes provided in the Illinois School Code in the manner hereinafter provided. If the removal or dismissal of a Teacher results from the decision of the BOARD to decrease the number of teachers employed by the BOARD or to discontinue some particular type of teaching service, written notice shall be given the Teacher by registered mail at least 60 days before the end of the school term, together with a statement of honorable dismissal and the reason therefore, and in all such cases the BOARD shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any Teacher who has entered upon contractual continued service and who is legally qualified to hold a position currently held by a Teacher who has not entered upon contractual continued service. If the BOARD within one calendar year thereafter increases the number of Teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the Teachers so removed or dismissed so far as they are legally qualified to hold such positions.

6. Reduction in staff procedure:
 - A. Definition: District seniority is defined as the length of service for a certificated employee in the district.

- B. Under no circumstances shall any Teacher transferring into District 99 be placed higher on the district seniority lists than a Teacher already having seniority in the District.
- C. Within 60 days after the start of the school term, the Administration shall furnish the UNION with a district seniority list.
- D. In the event of reduction in staff the rule of district seniority shall be the sole determining factor within the limitations of individual certification and qualifications as outlined in the Teacher Certification and Recognition Handbook for the Illinois Program.
- E. Under this procedure, a non-tenured Teacher shall be the first released provided the Teacher who has entered upon contractual continued service is legally qualified and able to hold the position being vacated by the non-tenured Teacher.
- F. Tenured Teachers honorably dismissed shall be recalled in inverse order (last out, first back) without loss of tenured status for any vacancies for which Teachers are properly certified and qualified, by registered or certified mail, at their last known address. Upon receipt of the letter of notification a teacher shall have ten (10) days to inform the BOARD whether or not the position will be accepted. Failure to respond in writing within this time limit will result in termination of employment rights within the district. Recall and re-employment rights otherwise shall continue for a period of one (I) year from the date of dismissal. A tenured Teacher during the recall and re-employment period may continue in the major medical insurance plan by paying the full premium.
- G. When staff reductions occur, due to reduction of force, no position shall be filled by a Teacher from outside the district until all qualified tenured and 4th year probationary Teachers shall have been offered the position.
- H. Upon return to teaching services in District 99 the tenured Teacher who has suffered dismissal shall be placed on the salary schedule at the lane and step to which such Teacher may be entitled on the basis of any intervening training and experience. If there are no changes in status the Teacher will resume on the lane and step to which that Teacher would have been entitled the year following dismissal.
- I. Any Teacher honorably dismissed shall be given priority to substitute in the District.
- J. Should a conflict arise concerning two Teachers with identical seniority, the Superintendent shall select the Teacher with the best qualifications for the available position.

7. When an entire grade level is transferred to another school, the teacher of that grade level will be transferred with the class or the teacher will be given preferential consideration in the filling of posted positions for which they apply.
8. Notification of a tentative assignment (meaning building, grade level and subject) shall be made by Principals not later than three weeks before the close of the current school term. The UNION president shall be notified concurrently of all such changes. Changes in assignment may be made by the Superintendent or his/her designee thereafter for and just cause shown. The UNION president shall be notified of all such changes one week prior to the opening of school.

At the request of a teacher whose transfer is contemplated, a conference shall be held within two (2) working days between the Teacher, Principal and Superintendent or designee, and a UNION representative if the teacher so desires.

VIII. LEAVES

A. Sabbatical Leaves

1. The BOARD shall grant sabbatical leaves to Teachers in accordance with and subject to the provisions of The School Code, and further as hereinafter provided.
2. The salary to be paid to a Teacher on sabbatical leave shall be the same basic salary to which he or she was entitled during his/her period of actual service immediately prior to entering upon sabbatical leave except that the BOARD may deduct therefrom an amount equivalent to the amount payable for substitute service; provided that the salary after deduction for substitute service shall in no case be less than that provided in The School Code, or one-half of the basic salary to which the Teacher was entitled, whichever is greater.
3. Not more than three (3) certificated employees of the BOARD will be granted sabbatical leave during any school term. Provided that applications are received from sufficiently qualified persons, not less than two certificated employees of the BOARD shall be granted sabbatical leave during the school term. A moratorium has been set on this provision.
4. Applications for sabbatical leave shall be filed in the form and manner prescribed by the Superintendent. Applications must be filed not later than February 1, of each school term and shall be acted upon by the BOARD as soon as possible thereafter but not later than the following March 31. The Superintendent shall notify the UNION in writing of the receipt of applications for sabbatical leave not later than 10 days after their filing.

The Superintendent shall notify the applicant and the UNION of the action taken by the BOARD on such applications.

5. The BOARD shall consider the following with respect to applications for sabbatical leave: (a) the educational benefit to the District of the proposed leave; (b) the applicant's length of service in the District; (c) previous sabbatical leaves, if any, granted to the applicant; and (d) the equitable distribution of sabbatical leaves among schools and grade levels.
6. Teachers on sabbatical leave shall be considered as being Teachers in actual service for purpose of retirement, eligibility for group insurance, advancement on the salary schedule and fringe benefits.
7. Upon request, and presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave as provided in the School Code, a Teacher returning from sabbatical leave will be reassigned to his or her former position.

B. Sick Leave

1. A. Each teacher shall be entitled to sick leave each school year which shall accumulate without limit in accordance with the following schedule:

No. of Accumulated Sick Leave days as of 6/30	Days of Sick Leave Per School Year	Personal Leave Per School Year
75 days or less	12	3
76 to 100	13	3
101 to 124	14	3
125 or more	15	3

Personal Days may be taken in half day intervals. Notice of accumulated sick leave will be distributed on or before October 1.

- B. When all of a tenured Teacher's accumulated sick leave is exhausted, a tenured Teacher shall be entitled to additional days of sick leave during a school year as allotted below at reduced pay (reduced pay being defined as the Teacher's contractual daily salary minus the average of the elementary and junior high substitute's daily salary). Such days shall not be cumulative.

Teachers with 5 – 10 Years Experience: 6 Half Days/3 Full Days

Teachers with 11+ Years Experience: 12 Half Days/6 Full Days

- C. After an absence in excess of five (5) consecutive school days to illness, the Teacher shall provide a certificate of release from a physician or other authorized individual pursuant to the Illinois School Code explaining the reason for the absence and authorizing the teacher to resume his/her teaching duties.
2. Teachers shall be allowed three (3) days per school term for personal business leave without loss of pay or sick leave. Such personal business leave may be used only for the purpose of attending to personal business, family matters which require absence during school hours, or for the observance of religious holidays. The reason for taking personal leave need not be disclosed by the Teacher. The UNION and the Teachers, however, recognize a moral obligation to restrict absences for personal leave in the spirit of this Agreement. Personal leave not used during the school term shall be accumulated to the following school term's total amount of sick days available to the Teacher. Personal leave may not be taken during the first week or last week of the school term, on a day immediately prior to or immediately following a holiday or school recess, Parent-Teacher Conference Day or on a District Institute Day. The Superintendent may, in his/her discretion, waive the provisions of the preceding sentence for good cause shown.

Special exception shall also be granted so that Teachers may register and attend summer school sessions which fall within the previously stated periods, provided that the required record keeping responsibilities of such Teacher have been completed for the school term. In taking a personal leave day, except in emergencies, the Teacher shall give the school principal written notice of intention to take such leave at least two school days in advance of the day the Teacher proposes to be absent. The Teacher shall likewise notify the main office promptly in order that a substitute teacher may be secured for such day of absence. If a personal day is taken due to an emergency, the teacher taking the personal day may be required to disclose the reason for such personal day to the Superintendent.

C. Child Care Parental Leave

1. Eligibility: Any teacher who has completed one full year of service with the District shall be eligible for a child care/parental leave subject to the terms and conditions set forth in this section.
2. Notification of Leave:
 - A. Application for child care/parental leave shall be made in writing to the Superintendent or designee at least sixty (60) calendar days prior to the anticipated birth or adoption of a child, if possible.

- B. At the time of such notification of the intent to take child care/parental leave, the teacher and Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for students be maintained to the maximum possible degree.
- 3. Duration: Child care/parental leave may not exceed the balance of the school year in which it is commenced, plus one additional school year.
 - 4. Notice of Intent to Return:
 - A. Written notice of intent to return to teaching at the District shall be made to the Superintendent by the teacher by February 1 of the preceding school term. Failure to so advise the Superintendent shall be treated as notification of election not to return to employment and as a resignation from the District. The Superintendent shall send a letter of reminder at least fourteen (14) days prior to the notification date to the teacher on leave.
 - B. A teacher returning from child care/parental leave shall submit evidence from a qualified physician that he/she is medically able to perform all of his/her teaching duties.
 - 5. Salary and Benefits:
 - A. The period of child care/parental leave shall be without salary and Board paid benefits. However, the Board shall continue to pay the Board contribution for medical insurance in accordance with the basic insurance coverage provided to other unit members for a period of 90 calendar days following the birth or adoption of a child. Thereafter, during the period of leave, a teacher may elect to continue his/her medical insurance coverage during the period of child care/parental leave at the COBRA cost.
 - B. Child care/parental leave shall not be construed as interrupting a teacher's consecutive years of service with the District. However, any year in which leave exceeds that period of time allowed by the Family Medical Leave Act, the leave period will not count toward the acquisition of tenure.
 - 6. Assignment Upon Return to Work: The assignment of a teacher returning from child care/parental leave shall be at the discretion of the District provided that the assignment does not diminish the teacher's salary or benefits.

7. Notwithstanding any of the child care/parental leave provisions contained herein, the Board agrees to comply with the requirements of the Family Medical Leave Act.
8. Pregnancy shall be considered a temporary physical disability and shall be treated as all other illnesses or periods of temporary physical disability.

D. Bereavement Leave

1. All employees shall be allowed up to three (3) work days of absence, without loss of pay, in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.
2. Upon written request to the Superintendent, he/she or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.
3. The employee may be asked to provide a copy of an obituary from a publication and or proof of the relative's date of death if such leave is beyond one day.
4. The use of bereavement leave shall be immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall request approval from the administration, in writing, for his/her use of some or all of the bereavement days at a later date and of the reason(s) for the intended use of some or all of the bereavement days at a later date.

E. Leave of Absence

A tenured Teacher in District 99 may be granted a leave of absence for good cause shown for a period of one school term or less. Request for such leave shall be made in writing at least sixty (60) days prior to the beginning of such leave. The sixty-day notice may be waived for personal or family health reasons by the Superintendent. Such leave may be extended for an additional period of not more than one school term for good cause shown. Request for such extension shall be made in writing at least thirty (30) days prior to the termination of the original leave.

Such Teacher shall be re-employed by the District at the termination of such leave without loss of tenure or salary lane standing as of the date when such leave was granted.

If a Teacher assumes any other employment during such leave-of-absence period without express written permission first had and obtained from the Superintendent, all benefits of tenure and employment in District 99 shall thereupon be terminated.

A Teacher shall be reassigned upon returning to District 99 after personal leave to the position held when leave was granted. If the position has been eliminated for any reason, such Teacher shall be assigned another position in the District.

If the leave was granted for reasons of health, the Teacher shall submit current evidence of physical and mental fitness by a medical specialist in the field as designated by the BOARD. The cost of such examination shall be borne by the School District. In cases of disagreement, the Teacher may submit evidence by a second medical specialist, the cost of such examination to be borne by the Teacher. All such medical evidence shall be filed no later than thirty (30) days prior to reassignment. The afore-mentioned time limit shall be waived when there is disagreement as to physical or mental fitness.

A Teacher on leave may have the option of paying the cost to the District on any employee insurance premiums applicable to such teacher.

F. Exploratory Leave

1. A tenured Teacher with a minimum of ten (10) years continuous employment in District 99 may be granted a one-year leave of absence without pay subject to the approval of the Superintendent.
2. This leave may be used in any way the individual sees fit including schooling or different job experience other than employment in the field of education.
3. The teacher may have the option of paying the cost to the District on any employee insurance premiums applicable to such teacher.
4. Upon return to the District, such teacher shall be re-employed without loss of tenure or salary lane standing as of the date when such leave was granted.
5. Not more than five (5) certificated employees of the BOARD will be granted exploratory leaves during any school term.

6. Application for Exploratory Leave shall be made by March 1. Letter of intention to return or not shall be received by the Superintendent no later than February 1 of the year of the leave.

G. Military Leave

Teacher shall be entitled to a Military Leave in accordance with State and Federal laws. This leave shall include Teachers who are members of the National Guard or the Reserves.

H. Union Leave

- A. The UNION's president, or appointed designee, shall be allowed released time not to exceed ten (10) days per school term from teaching duties for the purpose of attending to UNION business. As a condition precedent to the exercise of the privilege hereby granted, the UNION's president, or appointed designee, shall: (a) notify the Superintendent or designee in a timely fashion of the need to attend to official UNION business; (b) subject to approval by Superintendent or designee of the Substitute Teacher's qualifications, to secure and brief another Teacher, or Teachers, in the school building to teach the classes from which the UNION's president, or appointed designee, will be absent; (c) inform the Superintendent or designee of the arrangement made for the teaching of such scheduled classes, and (d) the cost of any such substitution shall be borne by the UNION.

- B. Any tenured Teacher who has attained UNION office for Local 571 or A.F.T. or I.F.T. through appointment or election shall be entitled upon a written request to a non-salary leave of absence not to exceed two school terms. During such leave, the person has the option to maintain their insurance benefits at their cost through the auspices of the school district. Only one tenured person may be on UNION leave at any time.

- C. Should such teacher desire to return after a one school term leave of absence, such Teacher shall notify the BOARD of Education of such intent by March 1, preceding the school term of such return.

- D. Such Teacher shall be re-employed by the District at the termination of such leave without loss of tenure or salary lane standing as of the date when such leave was granted.

I. FMLA

The District will provide Family Medical Leave in compliance with the Family and Medical Leave Act. Nothing in this Section expands the District's duties or diminishes employees' rights under the FMLA.

IX. UNION'S RIGHTS TO USE SCHOOL FACILITIES

1. The UNION may use school buildings for meetings of its officers and members provided that such meetings do not conflict with the regularly scheduled school day or any other previously scheduled activities, and provided further that the UNION notifies the building Principal and the Superintendent, or designee , at least twenty-four (24) hours in advance of such meeting.
2. The UNION may use the school mail boxes and inter-school mail service and the school telephones for non-toll communication for UNION purposes. The Superintendent shall receive, upon request, any item of general distribution via school mail boxes. No other special regulation shall be applied to UNION communications.
3. The UNION may use regular school bulletin boards for posting its notices in such spaces as the BOARD shall assign for the purpose.
4. The UNION may use school office machines at reasonable times when the use of such equipment is not required by the BOARD or the Administration.

X. GRIEVANCE and DISCIPLINE PROCEDURE

A. Grievance Procedure

1. Definition:

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from different interpretation, or misapplication of a practice or policy or a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement.

A grievance shall not include matters of Teacher tenure; provided, however, the employment or reemployment of non-tenure Teachers and the issuance of a Remedial Notice to a tenure Teacher may be subject to grievance through the Fourth Stage of Procedures.

2. Basic Principles:

- A. Any Teacher or Group of Teachers shall have the right to present grievances in accordance with these procedures. A group shall consist of Teachers who hold the grievance in common.
- B. All discussions shall first be kept confidential by all parties involved during the first stage of a grievance.

- C. A Teacher who participates in the grievance procedure shall be free from disciplinary action or reprimand because of such participation.
- D. The Administration has the responsibility to consider and take prompt action, within authority delegated to it, on grievances presented to it.
- E. The failure of the UNION to act within the time limits will act as a bar to any further appeal. The Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the 'next step. The time limits may be extended by mutual agreement.
- F. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
- G. It is agreed that no grievance shall be suspended or delayed by reason of the summer vacation.
- H. If a grievance arises from the action of a District Administrator, Supervisory Staff member, or the BOARD, the grievance shall follow the same procedure as outlined below; however, the first stage should be a request for an informal conference with the appropriate Assistant Superintendent or the Assistant Superintendent for Finance/Operations, depending upon whether the grievance is an instructional or a business matter.

The appropriate Assistant Superintendent shall render a decision in writing within fourteen days to the UNION Grievance Chairperson and the Superintendent.

In the event the grievance has not been settled satisfactorily at this stage, the grievance may be referred to the third stage as outlined below.

3. Procedures:

First Stage

The aggrieved Teacher shall request an informal conference with his or her Principal regarding the adjustment of any grievance. This is to be done within ten school days after the Teacher becomes aware of the alleged violation. At this and all future conferences regarding the alleged grievance, the Teacher may be represented by a UNION representative or by any Teacher of his or her choice. The Principal may also have a representative of his/her choice. The aggrieved Teacher must be present at this as well as at all subsequent meetings. No other Teacher organization shall represent the Teacher, if the party is dissatisfied with the outcome of the conference, he or she is privileged to proceed to the second stage.

Second Stage

In the event the grievance has not been settled satisfactorily at the First Stage, the aggrieved Teacher, if he or she chooses the UNION as his or her representative, shall file a signed statement setting forth all of the pertinent facts and dates relative to the complaint and the remedy or relief sought with the UNION Grievance Committee in order that such committee may review and evaluate the merits of the complaint. Should the committee deem it advisable to file the complaint as a grievance, it shall be signed by two members of the UNION Executive BOARD. Copies of the complaint shall be submitted to the Principal of the aggrieved Teacher and to the Superintendent.

If the Teacher chooses another Teacher other than an official UNION representative as his/her representative, he/she shall submit the same type of report to such representative who shall also sign it, and present it to the immediate administrator of the grievant and to the Superintendent.

The aggrieved Teacher, having filed the grievance in writing, shall at a mutually agreeable time, discuss the matter with the Principal and his representative if he so desires, in the presence of a UNION representative if desired or in the presence of any Teacher of the grievant's choice with the objective of resolving the matter. The filing of the grievance at the second stage must be within fourteen days of the decision. The Principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the aggrieved Teacher, the Superintendent, and the UNION President within fourteen days.

Third Stage

In the event a grievance has not been satisfactorily resolved at the Second Stage, the aggrieved Teacher or his representative, within fourteen days of the Administrator's written decision, shall submit a statement of rejection with reasons to the Superintendent. Copies of this statement are to be forwarded to the grievant, administrator involved and the UNION President.

Within fourteen days after the written rejection is submitted, the aggrieved Teacher, the Administrator, the Superintendent, and a UNION Representative, if the aggrieved Teacher wishes, shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within fourteen days of the Third Stage grievance meeting and communicate it to each party participating in the Third Stage conference.

Fourth Stage

If the grievance cannot be settled at the Third Stage, the grievance shall be submitted to the BOARD through the Superintendent at a mutually agreed upon Executive Session. This Executive Session shall be held within fifteen days after receipt of grievance by the BOARD. The aggrieved Teacher and his/her representative shall present a written brief to the BOARD in advance of the executive session. The BOARD shall allow the Teacher and his/her representative to present their case orally at the Executive Session.

Fifth Stage

If the grievance is not satisfactorily resolved at the fourth stage, the UNION may submit the grievance to binding arbitration within ten (10) calendar days after receipt of the Board's decision at the fourth stage, by requesting an arbitrator from the American Arbitration Association or Federal Mediation and Conciliation Services and filing a copy of the request with the Superintendent within the 15 working-day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court report and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

B. Discipline Procedure

The BOARD may discipline members of the bargaining unit with just cause for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause.

1. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. In all cases, employees will be afforded due process.
 - a) After verbal warnings, if appropriate, have been ineffective, officials shall enter a letter of reprimand in the employee's official file. All rules and procedures for inserting letters pertaining to service included in this Agreement shall apply.
 - b) Upon repetition of the same offense, officials shall assess a one day unpaid suspension against the employee.
 - c) Upon repetition of the same offense, officials shall assess up to a three-day unpaid suspension against the employee.
 - d) Subsequent repetition of the same offense may result in either termination or a lengthy suspension whichever the Board considers appropriate in the circumstances.
 - e) Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement. Disciplinary action may include written reprimands, suspensions with or without pay, or discharge.
 - f) The Board and Union agree that the commission of certain serious offenses or multiple offenses would permit the Administration to enforce discipline at an enhanced rate pursuant to the schedule above.
2. When an administrator calls a conference with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.
 - a) Whenever possible the employee shall be informed forty eight (48) in advance, in writing as to the reason(s) for the conference.
 - b) The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.

- c) Except circumstances warranting immediate action the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.
- d) In no instance shall disciplinary action be taken against an employee later than twenty (20) working days after the conduct giving rise to the action or in the twenty (20) working days after the time the administration becomes aware of the action giving rise to the discipline. When disciplinary action stems from a series of unremediated instances on the part of the employee. In no event shall notification be later than twenty (20) working days after observation of the last instance. For the purpose of this paragraph. "working days" means any day, Monday through Friday when either school is in session or the District offices are open for regular business and the subject employee is scheduled to be in attendance.
- e) If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) work days from the date of the conference.

In case of a termination of employment hearing or a conference involving disciplinary action to be taken against a employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

XI. NO-STRIKE PROVISION

The UNION agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services to the District, or engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the term of this Agreement.

XII. GENERAL PROVISIONS

1. A. All rights and privileges enjoyed by Teachers as of the date of this Agreement remain in full force and effect except as such rights and privileges are amended by this Agreement. The terms of the Agreement are hereby adopted by the BOARD as part of its policies and rules and regulations applicable to BOARD/Teacher relationships; and any conflicting BOARD policies and rules are hereby repealed. However, no provision of this Agreement shall be construed to alter, enlarge, or diminish the rights, duties, or responsibilities granted to or imposed upon the BOARD by law with respect to the operation and management of the schools and School District 99.
- B. With respect to matters not covered by this Agreement that may arise concerning salaries, fringe benefits, or working conditions of certificated Teachers covered hereunder, the BOARD agrees that it will not adopt any regulations relating thereto without prior consideration and negotiations with the UNION.

The BOARD during the term of this Agreement or any extension thereof agrees to continue its present practices and policies with respect to salaries, fringe benefits, and working conditions, except insofar as change may be required by law.

2. This Agreement may be amended from time to time by mutual agreement of the parties hereto except that no such amendment shall be effective unless it is first duly authorized in writing, signed by authorized representatives of the parties, and attached hereto.
3. The Superintendent shall provide each Teacher with a copy of this Agreement within thirty (30) working days after its execution. The Superintendent shall provide each Teacher with a copy of the current school calendar as soon as practicable after its adoption.
4. Prior to February 1 of each term, the Superintendent and the UNION shall consult and recommend jointly to the BOARD the contents of the school calendar.
5. The BOARD recognizes the right of its Teachers to participate in UNION activities as provided herein. The UNION recognizes that such participation is in addition to the Teachers' duties and responsibilities to the BOARD. Except as provided in this Agreement, the BOARD will not lend its support to UNION activities nor will it compensate the Teachers or the UNION for participation in such activities. The UNION will not conduct professional meetings in conflict with the regularly scheduled school day or other scheduled school activities.

6. A. On or before October 15, the UNION shall provide the BOARD with a list of those Teachers who have authorized payroll deduction of UNION membership dues for the current school year. The BOARD shall deduct UNION membership dues on a set schedule agreed upon by the BOARD/UNION. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the UNION and the BOARD prior to September 15 of any school year or upon termination of employment with the District.
- B. Fair Share Provisions
 1. The provisions of this Article apply only to employees covered by the Agreement who are hired after August 23, 1990 and to employees who are UNION members as of the effective date of this Agreement but who subsequently resign from the UNION. The Provisions of this Article do not apply to employees who are not UNION members as of the effective date of this Agreement. Employees covered by this Article shall be referred to below as “covered non-members.”
 2. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the “covered non-member” employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
 3. The BOARD shall cooperate with the UNION to ascertain the names of all employee “covered non-members” of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.
 4. The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
 5. Upon adoption of a UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).
 7. The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
 8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
7. The BOARD shall transmit to such person as the UNION has in writing, designated to the BOARD all funds deducted from Teachers' salaries as UNION membership dues as provided in Paragraph XII-6 herein. Such payments will be made in the usual course of such business by the BOARD as soon as possible after such deductions are made. The BOARD assumes no responsibility with regard to such payments or the application thereof except as provided in this Agreement. The UNION agrees to refund as soon as possible to the BOARD or to the Teacher any funds deducted by the BOARD from Teachers' paychecks in error or transmitted by the BOARD to the UNION in error. The UNION hereby agrees to hold the BOARD harmless from any and all claims for funds that it pays over to the UNION or its representative hereunder.
 8. A. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the Teachers at the cost listed below to the Teachers. Married Teachers shall be provided benefits themselves, their spouses and their dependents. Unmarried Teachers shall be provided with benefits for themselves and their dependents if any.

- B. Full time teachers who elect to participate in the District’s insurance program shall pay the amount listed below per check for twenty-one (21) checks annually:

<u>HMO Illinois</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2010-2011	\$50.00	\$80.00
2011-2012	\$50.00	\$85.00
2012-2013	\$50.00	\$85.00
<u>HMO Blue Advantage</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2010-2011	\$50.00	\$80.00
2011-2012	\$50.00	\$85.00
2012-2013	\$50.00	\$85.00
<u>PPO</u>		
<u>School Year</u>	<u>Employee</u>	<u>Family</u>
2010-2011	\$50.00	\$80.00
2011-2012	\$50.00	\$85.00
2012-2013	\$50.00	\$85.00

- C. Coverage will be specified in Appendix C attached to this Agreement.
- D. An insurance committee shall be established. The Committee will be composed of eight members appointed by the Union; four Board appointees; one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District’s insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for ratification.
- E. The District will provide a wellness program at no cost to the employee at a site(s) of the District’s choosing.
9. A. The BOARD shall provide a term life insurance policy of thirty thousand dollars (\$30,000) for each full time Teacher. Teachers with five years experience within District 99 shall receive an additional \$5,000.00 in term insurance.
- B. The District shall provide a premium conversion flexible benefit plan.

C. Retirement

A Teacher who submits his/her notice to retire under the 2010-2013 Agreement and retires after completing ten consecutive years of service immediately prior to retirement in District 99 shall receive the following stipends.

1. An amount equal to two hundred seventy-five dollars (\$275.00) multiplied by the number of years in the employ of the BOARD.
2. An amount equal to sixty dollars (\$60.00) multiplied by the number of accumulated sick days in excess of any days utilized to secure additional service credit with the Illinois Teacher Retirement System (TRS), to be calculated at the end of the last year of employment.
3. The foregoing stipends will be paid in a lump sum and shall be due and payable as severance after the teacher's retirement and after the teacher's receipt of his/her final paycheck for regular earnings.
4. A teacher who retires during the term of this Agreement (2010-2013) may register for and be guaranteed a substitute option. To be eligible for this option, the teacher must have taught for ten (10) consecutive years in District 99 prior to the date of his/her retirement. Each retiree may register for this option for five (5) school years after retirement. A retiree who registers for this option shall be eligible to substitute or fulfill duties consistent with the retiree's qualifications for up to twenty-five (25) days at a rate of two hundred dollars (\$200.00) per day. Any days in excess of twenty-five (25) days shall be paid at a rate of one hundred sixty dollars (\$160.00) per day. In the alternative, any teacher who is scheduled to retire under this Agreement (2010-2013) may choose to waive the guaranteed twenty-five (25) days of substitution for the duration of five (5) years in exchange for a one-time, post retirement, lump sum bonus of fifteen thousand dollars (\$15,000.00). Retirees selecting the one-time, post retirement, lump sum bonus shall be allowed to substitute teach at the current District Retired Teacher substitution rate (\$160.00) if selected to do so by the administration.

5. Any teacher who retired under the 2002-2006 Agreement shall be guaranteed twenty-five (25) days of substitution and/or duties consistent with the retiree's qualifications at the rate guaranteed pursuant to that Agreement for the duration of the five (5) years after his/her retirement. Any days worked in excess of twenty-five (25) shall be paid at the current District Retired Teacher substitution rate (\$160.00).
 6. Any teacher who retired under the 2006-2010 Agreement shall be guaranteed twenty-five (25) days of substitution and/or duties consistent with the retiree's qualifications at a rate of three hundred fifty dollars (\$350.00) per day for the duration of the five (5) years after his/her retirement. Any days worked in excess of twenty-five (25) shall be paid at the current District Retired Teacher substitution rate (\$160.00). In the alternative, any teacher who retired under the 2006-2010 Agreement may choose to waive the guaranteed twenty-five (25) days of substitution for the duration of five (5) years in exchange for a one-time, post retirement, lump sum bonus of twenty-five thousand dollars (\$25,000.00). Retirees selecting the one-time, post retirement, lump sum bonus shall be allowed to substitute teach at the current District Retired Teacher substitution rate (\$160.00) if selected to do so by the administration.
- D. Upon retirement from District 99 certificated employees may enroll in an insurance program of their own choosing. The district shall reimburse a retiree for the cost of insurance in an amount not to exceed \$375.00 per month. This benefit ceases if the retired employee turns age 65 or becomes eligible for Medicare within five (5) years of the employee's retirement. If the retired employee does not turn age 65 or does not become eligible for Medicare within five (5) years of his/her retirement, the aforementioned insurance reimbursement shall be increased to \$400.00 per month and continue until the retired employee turns age 65 or becomes eligible for Medicare. The retiree must furnish the district with evidence of the cost of her/his insurance premium. In lieu of the above, retirees, subject to the approval of the Insurance carrier, may choose to continue to participate in the District's regular insurance program until age 65 or Medicare eligibility provided they pay an amount equal to that being paid by the Board on behalf of its employees.
- E. A teacher who retires under the provisions of the MERO shall not be eligible for the benefits listed in Article XII, 10, A4, D, E, F.

F. In addition to the above, a teacher who announces his/her retirement during the term of this contract and who will retire within one to four years of said announcement, may elect to have the BOARD pay to him/her six percent (6%) of the Teacher's previous year's creditable earnings as reported to TRS for each of his/her last one to four years of employment or the maximum allowable salary increase pursuant to TRS regulations without the District incurring a retirement penalty. Internal substitution included in the previous year's creditable earnings on which the six percent (6%) increase is calculated must be continued but not increased for each of the retiree's final years after notification to retire in order to continue receiving the full six percent (6%) increase. A teacher may continue any extra duty assignments performed which are included in the teacher's previous year's total creditable earnings as reported to TRS in the year in which the notification of retirement to the District is submitted by the employee. If the retiree voluntarily leaves an extra duty position or is removed for cause, an appropriate downward adjustment shall be made. If a paid program, duty or activity which the teacher worked in the previous year is unavailable the following year, no monetary adjustment shall be made to the retirees salary in accordance with this provision. No new extra duty stipends or creditable earnings may be earned by an employee once the employee has notified the District of his/her intent to retire.

G. Eligibility and Limitations

1. A Teacher must have at least ten (10) years of consecutive teaching experience in District 99, immediately prior to participating (receiving benefits) in the retirement program to be eligible for the benefits provided in XII.10.D.
2. A teacher must be eligible to retire under the provisions of the Teacher Retirement System.
3. The BOARD shall grant up to twenty (20) retirement requests per year under the provisions of XII.10.D. The BOARD may grant more than twenty (20) requests.
4. Teachers must notify the Board of their intention to utilize the benefits of XII.10.D. by the 1st of March prior to the school year when they will begin to receive benefits provided by XII.10.D. Eligible teachers who wish to begin the benefits of XII.10.D. in the 2010-2011 school term will have until January 1, 2011 to notify the Board.
5. Teachers who elect an option of less than four (4) years shall be entitled to a six percent (6%) increase in their previous year's salary for each year of their remaining employment.

- H. In order to activate the above-listed benefits, a Teacher must submit an irrevocable letter of retirement in accordance with the provisions of this section. The Board may waive the irrevocable letter of retirement if the teacher experiences a life altering event. A life altering event shall include but not be limited to the death or disability of a spouse, the death or disability of a parent or child, a divorce, a disabling illness or injury to the teacher, the loss of an employment opportunity, or a natural disaster that results in significant financial loss. In the event a teacher is allowed to revoke, any stipends or other amounts in excess of what her/his salary would have been without the incentives specified in this Article shall be repaid to the District within two (2) years of the revocation's approval by the Board.
 - I. No teacher may receive benefits for items 10 A- F for more than four (4) years beyond expiration of this contract.
 - J. If the State of Illinois enacts an Early Retirement Incentive (5+5) during the life of this agreement, the BOARD and UNION shall meet and negotiate the implementation of the said 5+5 retirement plan. (MOVED FROM Article XII[30], page 27)
10. The Teachers' lounges and lunchrooms shall be for the use of school employees during the school day except when needed for special purposes.
11. At Teacher's written request, the Assistant Superintendent for Finance and Operations shall cooperate in assisting Teachers in their making payments to the Teachers' Retirement System at the Teacher's expense when illness occurs for any extended period of time beyond sick leave accumulated by the Teacher.
12. A. The Superintendent or designee shall meet monthly during the school term with the District UNION's Professional Issues Committee of not more than three (3) members to discuss matters of educational policy and the implementation of the Master Agreement. The Superintendent may have members of his Administrative Staff present at such meetings. Such meetings shall be held monthly at a time that is convenient to the members of the Teachers' Professional Issues Committee and the Superintendent or designee. Minutes of the meeting will be made available to both parties.
- B. The Principal of each school shall meet at least once each month with the UNION's Professional Issues Committee of the Building consisting of not more than four (4) members to discuss matters of educational policy and the implementation of the Master Agreement as they affect the particular school. Such meeting shall be held at a mutually agreeable time other than during the regularly scheduled class day.

13.
 - A. Distribution of Teachers' paychecks shall be made on Friday at intervals of two week periods. All Teachers hired to start work at the beginning of the 1999-2000 school year will be placed on twenty-six (26) paychecks for each school year. All Teachers hired prior to the 1999-2000 school year will be allowed to stay on their current paycheck distribution.
 - B. The Stipend for National Board Certification shall be paid no later than the last paycheck in October each year.
14. Upon written request the BOARD shall make available to the UNION at the reasonable convenience of the Business Office, all statistics, records and public information relevant to negotiations.
15. Upon request of and subsequent approval by the District's Business Office, soft drink and/or coffee vending machines shall be placed in approved, designated Teacher areas of the school buildings.

The profits from vending machines shall be deposited with the Business Office in a proper account designated for funding the needs of indigent pupils. The Administration and disbursement of such funds shall be the responsibility of a School District Committee consisting of two (2) representatives of the Teachers UNION and one Principal working in cooperation with the Assistant Superintendent for Finance/Operations.

16. The UNION President will be furnished a copy of the final agenda of each regular and special BOARD meeting at the same time the agenda is sent to all BOARD members. The UNION may request to be placed on the agenda of the BOARD at any duly scheduled or called meeting or any adjournment thereof. Such request shall be made by the UNION in writing stating the purpose therefore and shall be filed with the Superintendent at least seven (7) days prior to such meeting. The BOARD, however, reserves the final right to determine the contents of its agenda.
17. The UNION President, upon request, shall be furnished with any current information concerning the financial condition of the School District, including its annual audit, a monthly statement of position, the budget as adopted, and such revenue projections as may have been prepared by the Assistant Superintendent for Finance and Operations. Other information concerning monetary considerations, working conditions, and policies shall be provided to the UNION upon request providing such material has been theretofore furnished to each of the BOARD Members and the Superintendent.

18. After the annual tentative budget has been adopted and placed on file for the next school year, the UNION shall be given the opportunity to meet with the Administration to offer constructive suggestions concerning relevant budgetary matters. Thereafter, should the UNION desire to discuss any such matters with the BOARD prior to the adoption of the final budget, the BOARD or a committee thereof shall meet with the UNION upon its request at a mutually agreeable time.
19. Where in this Agreement words indicating the singular number appear, such words shall be construed as indicating the plural number where the context indicates the propriety of such use. If any clause, phrase, provision, or portion of this Agreement or the application thereof to any person or circumstance shall be invalid under applicable law, such event shall not affect, impair, or render invalid any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances except as herein otherwise provided the term days shall mean calendar days.
20. The provisions of the Agreement shall be retroactive to the first day of the 2010-2011 school term.
21. The Administration will seek volunteers to participate in the team-teaching program prior to requiring a Teacher to become a member of a team.
22. When students or classrooms must be switched due to size or space, Teachers shall be notified at least one week in advance. Exceptions can be agreed to by the Administration and UNION. When such a switch is necessitated, the following guidelines shall be followed:
 - A. The switch is to occur after the six-day enrollment.
 - B. If the Teacher is changing classrooms and/or receiving five (5) or more new students, at one time, due to classroom reorganization, he/she will be provided with additional planning periods to assist him/her in the change. The number of additional planning periods needed are to be mutually agreed upon by the school administrator and the UNION/Teacher but in no case shall they receive in excess of five (5) planning periods.
23. The Administration will survey the faculty to assess current and new programs.
24. The BOARD shall provide clerical services in each building for assistance in preparation of Teacher materials.
25. The BOARD shall endeavor to provide adequate off street parking for all employees. In lieu of off-street parking the BOARD shall attempt to secure special stickers to permit employees to park on the street during school hours.

- 26. The BOARD shall schedule the winter/December break in such a manner as to include three (3) weekends within the break.
- 27. The BOARD shall arrange for a copy machine in each school building. While it is preferable that office clerical staff prepare materials for Teachers, all Teachers shall have access to the machine for the purpose of preparing classroom assignments, projects, etc. within building quotas.

IN WITNESS WHEREOF, the parties hereto, after due authorization have executed said Agreement in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois. This Agreement terminates all prior Agreements between the parties.

BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99,
COOK COUNTY, ILLINOIS

CICERO COUNCIL
WEST SUBURBAN TEACHERS UNION
LOCAL 571
AMERICAN FEDERATION OF TEACHERS

President

President

Secretary

Secretary