

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
CALUMET PUBLIC SCHOOL DISTRICT 132**

AND THE

CALUMET EDUCATION ASSOCIATION, IEA-NEA

FOR

SCHOOL YEARS

2008 – 2009

2009 – 2010

2010 – 2011

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
CALUMET PUBLIC SCHOOL DISTRICT 132
AND THE
CALUMET EDUCATION ASSOCIATION, IEA-NEA**

PREAMBLE

This Agreement is made and entered into by and between the Board of Education, Calumet Public School District 132, Cook County, Illinois, hereinafter referred to as the “BOARD”, and the Calumet Education Association, IEA-NEA, hereinafter referred to as the “ASSOCIATION”. When used in this Agreement, the term “Superintendent” shall mean the Superintendent of Schools and/or his/her designee.

ARTICLE I – RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive negotiating agent for all full-time and regularly employed part-time certified employees and all full-time and regularly employed part-time support employees whose normal workweek is currently twenty (20) hours and has student contact time at least fifty-one percent (51%) of their day except for the following classifications: Superintendent or designee, assistant superintendents, principals, assistant principals, administrative assistants, managerial and supervisory personnel having the authority to hire, transfer, assign, promote, discharge, evaluate, adjust grievances, or discipline other employees or having the responsibility to make other recommendations thereon. Such representation shall cover all employees assigned to newly-created bargaining unit positions as described above.

B. Glossary

When used in this professional negotiations agreement, the following terms will have standard meanings, as follows:

EMPLOYEE = Any person hired by the Board of Education who is covered by the provisions of this Agreement except those listed in A above.

ESP = Abbreviation for all Educational Support Personnel as a group. The individual categories of ESPs are listed in Article III, Section B. When individual categories are used, the relevant provisions apply only to those mentioned. Other limiting terms such as “full-time,” “part-time,” etc. may be used and shall have the obvious meaning when present.

TEACHER= A representative term for any certificated person covered by this Agreement in accordance with the provisions of Article I. Limiting terms such as “tenured,” “consulting,” “part-time,” etc. may be used and shall have the obvious meaning when present. An individual will qualify as a teacher as long as they have contact with and have supervision or instructional duties with students at least fifty-one percent (51%) of their day.

WORK DAY= Work day shall be defined as a normally scheduled teacher work day.

ARTICLE II – VACANCIES AND TRANSFERS

A. Definitions

Vacancy shall be defined as a new or unfilled bargaining unit position which cannot be filled by an honorably-dismissed employee who has recall rights.

Transfer shall be defined as either a voluntary or involuntary move from one (1) building to another and/or change in shift.

B. Vacancies

1. Posting of Vacancies

The District shall post notices in the buildings and the District office of all vacancies in positions that have been certified to be included in the bargaining unit. A “vacancy” shall be defined as a position that the District has determined to fill on a full-time or part-time basis which was created as result of the 1) resignation, 2) death, 3) retirement, or 4) termination of a current employee holding the position, 5) leave of absence of specified duration with or without pay, or which is a new position created by the District.

The notice shall specify qualifications, salary range, work site if known, person to whom application should be made, the deadline for application and the anticipated start date. The notice shall be posted on employee bulletin boards and the District intranet for a minimum ten (10) calendar days prior to public posting and before the vacancy is permanently filled. The president of the Association shall be given copies of all postings on the first day of the posting.

During the posting period, employees may apply for the vacancy by submitting a written application as provided for in the notice. Any employee applying for a vacancy shall be interviewed for the position provided that they possess qualifications that the District considers appropriate for the vacancy.

The parties agree that the Board has the right to establish new work positions and classifications. When the Board wishes to establish a new position, including job descriptions and level of pay, the Board will meet with the Association to negotiate the terms of the new position as long as it is not administrative.

2. Posting of Vacancies for Transfer

All vacancies as defined herein shall be posted internally, prior to recall, for the purpose of voluntary transfers. If vacancies or promotional positions become available during the summer, employees having filed such request will be so notified.

a. Voluntary Transfers

Employees who have on file a written request for a change of position shall be notified in writing by the Superintendent or designee when that position becomes vacant. This written request (Statement of Intent) shall be given to the employees no later than April 1 and returned to the Building Principal no later than April 15. This request shall be valid for one (1) year. During the time of recess of school, the Superintendent or designee shall notify the Association President of any vacancies by certified mail

within fifteen (15) days of the date that the Superintendent or designee is notified of the vacancy.

Any employee with contractual continued service may apply for transfer to another position or building. Such application shall be in writing and directed to the Superintendent or designee. The decision of the Superintendent or designee shall be final.

If an employee is denied a voluntary transfer, the Superintendent or designee shall conduct a meeting to discuss the reasons for such denial, upon the request of the employee.

b. Involuntary Transfers

If requested, the supervisor will schedule a conference with the employee to discuss the reason(s) for the involuntary change.

If the employee is dissatisfied with the outcome of the conference with his/her immediate supervisors, the employee may request a meeting with the Superintendent or designee to discuss the transfer. If the employee is dissatisfied with the outcome of this meeting, a written statement of the transfer and reason behind it shall be given to the employee within ten (10) days and the employee shall have the option of resigning without prejudice.

Evaluations, prior experience, certification and continued professional growth (where applicable) will be among the criteria considered when filling vacant positions. When evaluations, prior experience, certification and continued professional growth are equal, seniority in the District shall determine filling vacant Positions; however, in all cases when seniority is considered, the final determination shall be based on the needs of the District.

c. Temporary ESPs

ESPs may be hired on a temporary basis up to 90 days. If the temporary assignment exceeds the 90-day limitation, the time frame will be determined before the commencement of the assignment. After completion of the assignment or sooner, the individual may be offered full-time employment including all benefits and membership in the Association. Time served in the temporary position shall count towards the 90-day District probationary period.

ARTICLE III – REDUCTION IN FORCE

A. Seniority – Definition

Seniority shall be defined as consecutive years of full-time employment and shall accumulate from the employee's first working day. Part-time employees accrue seniority pro rata.

B. Seniority For RIF Purposes Only

Since the beginning of the 2002-03 contract, part-time employees have accrued and will accrue seniority on a pro rata basis according to their full time equivalent position. For example, a part-time employee working 5 hours per day will be credited with 5/8 of a day towards seniority if the full time equivalent of the position is 8 hours. A part-time employee working 4 hours per day will be credited with 4/6 of a day towards seniority if the full time equivalent is 6 hours.

C. Seniority – Categories of Positions

For purposes of determining seniority among the staff in the bargaining unit, the following categories of positions shall exist within the meaning of School Code Section 5/10-23.5:

- | | |
|----------------|--------------------|
| 1. Maintenance | 5. Food Services |
| 2. Custodian | 6. Health Services |
| 3. Aide | 7. Teachers |
| 4. Clerical | |

1. Seniority

Upon satisfactory completion of an initial ninety (90) employee workday probationary period, employees shall be granted seniority. Such seniority shall be measured from the first day of performing duties.

2. Seniority Accrual During Paid or Unpaid Absence

Hours, for purposes of seniority computations, shall not accrue during any unpaid absence. Hours, for purposes of seniority computations, except for the completion of the probationary period, shall accrue during any paid absence, including an absence paid by worker compensation.

3. Seniority List

The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be posted on the Employee's bulletin board at all work sites within thirty (30) workdays after ratification of this Agreement. Revisions shall be prepared and posted annually thereafter by November 1. A copy of the seniority list and subsequent revisions shall be furnished to the Association on or before February 1 of each year. Any employee disagreeing with seniority placement shall notify the Superintendent or designee and Association president in writing within thirty (30) workdays after posting.

D. Reduction in Force

In the event of a reduction of staff, work year, wages, or work hours, the following procedures shall be utilized:

1. Written notice shall be given to the employee in accordance with the School Code.
2. The least senior employee(s) in a category of position shall be laid off first.
3. While on layoff, the acceptance of a temporary or part-time position shall not affect recall rights.

E. Seniority Transfer When An Employee Assignment Changes

If an employee is removed from a particular category of position, the employee's seniority list in said category of position shall be frozen as of date of removal. If an employee is assigned to a new category of position, the employee shall accrue new seniority in such new category of position as in the case of any new employee.

F. Recall

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employers so removed or dismissed from that category or position, so far as they are qualified to hold such positions on the date of recall. The District will attempt to return employees to similar positions on the date of recall. The District will attempt to return employees to similar positions and work sites they held immediately prior to their layoffs if a similar position is available.

G. Recall Notification

Employees shall be notified by certified mail at the Board's expense, at their last known addresses of vacancies for which they are eligible. Employees shall have ten (10) days from the mailing of the notice to notify the Board of Education of their intentions. The response requirements shall be clearly indicated on the recall notice.

All employees must leave a summer address and telephone number, if any such information will change during that period, with the Board of Education.

ARTICLE IV – ASSIGNMENTS

A. Notice of Tentative Assignment

Teachers shall be notified in writing forty (40) calendar days prior to the start of the regular school term of their tentative building and teaching assignments, including grade level and subject area for the coming year. Teachers shall be assigned within the scope of their certificates. If the tentative assignment is to be different from the assignment requested by a teacher, the principal will schedule a conference with the teacher.

B. Change in Tentative Assignment

Prior to a change in the tentative assignment, the teacher shall be notified in writing by the principal and a conference with the principal to discuss the rationale for the change will occur thirty (30) days before the start of school, except in cases of emergency. A representative of the teacher's choice may attend. The final decision in the matter will be with the Superintendent of designee and he/she shall give the teacher the decision in writing with specific rationale for the change.

C. Notice of Assignment

If employees have not received notice of any change in work assignment before the end of the school year, their work assignments and sites will be the same for the following year, except as otherwise provided herein.

D. Summer Program

Should there be a Summer Program, regularly assigned employees, both certified and support staff, in the School District shall be given, among other things, consideration for an assignment in the Summer School Program based on certification, seniority and interest before any substitute teachers or outside sources.

Tentative Summer Program assignments for employees shall be made by May 20.

Teachers will receive materials for the Summer Program two weeks prior to the commencement of the Program, if available.

ARTICLE V – WORKING CONDITIONS

A. Work Year

The work year for all employees (ten (10)-month and twelve (12)-month) shall begin no sooner than July 1 and end not later than June 30.

B. Workday

1. Teachers

Normal teacher attendance shall be defined as ten (10) minutes before the start of the student school day, and not to exceed one-half hour after the close of the end of the student day. However, a teacher may leave fifteen (15) minutes after the end of the student school day, unless directed by the Board's administration (the "Administration") to remain the full thirty (30) minutes. In such cases, a specific reason shall be stated by the Administration as much in advance as possible, but no less than five (5) days prior. The ten (10) minutes before and fifteen (15) minutes after the student attendance day, the teachers will be available for meetings, door duty, parent conferences, and other professional obligations.

The student attendance day shall be set by the Board of Education. The length of the student attendance day, which is currently six and one-half (6 ½) hours, shall not increase without the written consent of the Association.

2. Food Service

The normal workday and normal work year for Food Service shall be six and one-half (6 ½) hours per day which includes a one-half (1/2) hours duty-free unpaid lunch period for the Head Cooks or four (4) or five (5) hours per day with no lunch period for the Kitchen Assistants.

3. Full-time Custodians/Head Custodian/Maintenance

The normal workday is eight and one-half (8 ½) hours per day which includes a one-half (1/2) hour duty-free unpaid lunch period. The work year is fifty-two (52) week work year.

4. Part-time Custodians

Hours for part-time custodians shall be determined and approved by the Superintendent or designee.

5. Building Secretaries

The normal workday is eight (8) hours per day which includes a one-half (1/2) hour duty-free unpaid lunch period. The normal work year is either ten and one-half (10 ½) or twelve (12) months.

Those working ten and one-half (10 ½) months shall work one week prior to the teachers' school year and one week after the teachers' school year. If a secretary is required to work beyond ten and one-half (10 ½) months, he or she will be paid at his or her hourly rate. If a

secretary volunteers to work beyond the contractual ten and one-half (10 ½) year period, he or she will be paid at a rate to be determined by the District.

6. Instructional Aides

The normal workday is six and one-half (6½) hours per day which includes a one-half (1/2) hour duty-free unpaid lunch. The work year shall be the same as that of regular full-time teachers at the District. When acting in the capacity of a regular full-time teacher, the employee will receive preparatory time as scheduled pursuant to the contractual agreement between the Board and the Association.

7. Health Services

The workday shall be determined and approved by the Superintendent or designee.

There will be one nurse and/or nurse's aide at each building at all times.

8. Lunch Duty

No Special Education Aides or certified staff will be required to serve lunch duty without compensation.

C. Classroom Preparation Time and Breaks

1. Each teacher employed full-time shall be allotted two hundred (200) minutes per week for classroom preparation. This preparation shall occur during the time of normal teacher attendance excluding lunch and recess with the exception of those teachers teaching children whose hours are less than the official school day.
2. The Secretarial staff and Custodians shall receive two (2) fifteen (15) minute breaks during the workday and Head Cooks shall receive one (1) fifteen (15)-minute break.

D. Duty-Free Lunch

Every employee covered by this Agreement shall be allowed a duty-free lunch period of not less than the students'. Employees with permission to leave their buildings for lunch will sign "out" and "in" at the school office as prescribed by the Board.

E. Meetings

1. The Superintendent or his or her designee; or a principal may require teachers to attend staff meetings. Additionally, the Board of Education, Superintendent or designee, or principal, or supervisor may require teachers to attend up to five (5) evening meetings each year, which would involve parents.
2. Evening custodians shall be allowed up to four (4) hours of flextime scheduling annually, upon prior approval of the employee's supervisor, for the purpose of attending Association meetings. The employee must make up the time during the same or the next pay period.
3. Except in cases of emergency, or for IEP, grievance or disciplinary-related hearings and meetings, no employees shall be required to be in attendance thereafter for more than one (1)

hour after his/her children are dismissed without compensation. Subject to the exceptions set forth above, in cases where children are dismissed earlier than the regular dismissal time, the teacher shall not be required to attend such meetings, non-credit workshops or in-service training meetings for more than one (1) hour after the regular dismissal time of his/her children. In all such cases, employees shall be compensated on a prorated basis beginning thirty (30) minutes after student dismissal.

F. Request for Additional Hours

Opportunities for additional work during the winter, spring, and summer recesses may be offered by the District on a building-by-building basis. Any employee who is interested in such work shall indicate his or her interest to the building administrator, who shall secure approval from the Board. Where one or more employees express interest in the same work, the District will award the work to the employee that it feels is best qualified to perform the work. In making this evaluation, the District will consider seniority. Acceptance of any additional work during the winter, spring, and summer recesses is voluntary.

G. Committees

1. The Association will have at least two (2) representatives, one teacher representative and one support staff representative, on the District In-service, Insurance, Technology, and Labor Management Committees, as well as on any non-Board committee which may be established in the future and which the District and CEA agree has relevance to the work of employees.
2. Employees serving on committees will be excused from their buildings for committee meetings as long as it does not substantially interfere with the educational process.

H. Student Teachers

A supervising teacher shall have at least five (5) years of successful teaching experience as indicated by written evaluations and administrator recommendation. No student teacher shall be placed in sole charge of a classroom until the college or university coordinator and the supervising teacher have mutually agreed that the student teacher is ready for this responsibility. A supervising teacher shall be informed before the student teacher is assigned.

I. Class Size

The number of students in a classroom will be limited to, when possible:

Pre-kindergarten	15 students each session
Kindergarten	15 students each session
First Grade	18 students
Second Grade	20 students
Third -- Fifth Grades	22 students
Sixth – Eighth Grades	25 students

When classes are over-filled by five students in any grade, an aide shall be hired for said classroom. The aide will not be split between more than two teachers.

ARTICLE VI – ASSOCIATION RIGHTS

A. Information

The Board agrees to furnish to the Association the following:

1. A District personnel directory by November 1.
2. Minutes of all Board meetings within thirty (30) days after minutes are approved by the Board.
3. A copy of the budget as adopted and a copy of the school audit within five (5) school days after a request has been made in writing.
4. A copy of all Board packets including the Board Agenda supplied to Board members except for any item(s) which could be discussed in closed session under the *Open Meetings Act* or which is (are) not subject to release under the *Freedom of Information Act*.
5. The Association will be notified of all Special Board Meetings within two (2) days of scheduling and receive a copy of the Agenda.
6. The Association will be notified of changes in current policies and amendments as they are adopted.
7. Current Board policies shall be available in each school building.
8. The Board will provide the Association with a list of names, dates of hire, job titles, work sites and placement on the salary schedule (with incentive pay, if applicable) of all employees holding positions certified within the bargaining unit by September 30 of each year. This list shall also include if part of all of the employee's salary is funded through a grant.
9. The Board will apprise the Association of any new employees within five (5) working days of approval by the Board.
10. At the beginning of each school year by September 30th, employees will be provided with a statement of their salary/wage, accumulated sick leave and personal days, and vacation time.
11. Official job descriptions for each position within the Bargaining Unit shall be maintained at the Personnel Office and shall be available for inspection by Bargaining Unit Employees upon request.
12. The Association President must be given a copy of all job descriptions by the first day of student attendance each school year.
13. All employees will receive a copy of their job description at hiring.

B. Association Logos

The Association shall refrain from displaying Association logos and other materials on school property, other than faculty rooms.

C. Bulletin Boards

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards in the faculty room at each school.

D. Mailboxes

The Association shall have the right to use the employee's mailboxes for a reasonable volume of communications to teachers. The Association shall provide the Administration with copies of items of general circulation that the Association disseminates through the use of District-owned employee mailboxes.

E. Association Business

Upon notifying the school office, duly authorized representatives of the Association and its affiliates shall have the right to transact official Association business on school property, during duty-free times of bargaining unit members, provided that this shall not interfere with or interrupt normal school operations. And further provided, the Association's views on matter relating to supervisor-employee or School Board-employee relationships will not be discussed in the presence of students. Preparation time shall not be considered duty-free time.

F. No Discrimination

The Board and the Association agree not to interfere with the right of employees covered by this Agreement to become or not to become members of the Association and that there shall be no discrimination against any employee covered by this Agreement because of Association membership or non-membership. Membership in the Association or any other employee organization shall not be a condition for any employee covered by this Agreement.

G. Association Dues Deduction

The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization to do so, the required amount of Association dues. By September 15th of each school year, the Association will provide the business manager with an appropriate list of employees on the continuous membership roster and at such time, the District will begin deducting dues from the members on the continuous roster. Additionally, membership enrollment forms for new members and amount of yearly dues will be provided by September 30th.

When new Association positions are filled, the District will include the membership enrollment forms with the initial paperwork and forward the completed membership enrollment form to the membership chairperson.

H. Commencement of Negotiations

All items to be negotiated shall be submitted by March 1. Negotiations shall begin no later than April 1, unless both parties agree to an alternate date. Negotiations meetings shall be held as necessary at times and places agreed to by both parties.

I. Distribution of Collective Bargaining Agreement

Within thirty (30) days following the ratification of the Collective Bargaining Agreement by the Association and the Board, a copy of the Collective Bargaining Agreement shall be distributed to each employee employed. Employees appointed by the Board during the term of the Collective Bargaining Agreement shall be provided with a copy of the Agreement by the Board within ten (10) working days following the employee's first day of work.

The Association and the Board shall share the cost of copying or printing.

J. Fair Share

1. Effective with the 1992-93 school year, each teacher employed for the first time in the School District, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. Effective with the 2002-03 school year, each support staff member will follow the above procedure.
2. In the event that such bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. The Association shall provide the Board with a list of bargaining unit members who have paid their fair share fee directly to the Association.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following such deduction.
4. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Fair Share provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any bargaining unit member, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE VII – ADMINSTRATIVE-ASSOCIATION JOINT COMMITTEES

A. Superintendent's Advisory Committee

It shall be the purpose of the Superintendent's Advisory Committee to meet with the Superintendent or designee for the purpose of sharing ideas. Such discussions shall include any knowledge either party may have of any change in existing policy or procedure that might affect wages, hours, terms or conditions of employment. Any recommendations and/or agreements shall not be binding on the Board.

The Committee shall have as its membership the Superintendent of Schools, the District 132 CEA Presidents and representatives from each school. The committee members from the School District building sites shall be selected from among the staff in their respective buildings.

Meetings shall be held monthly at a mutually agreeable time.

B. Principals' Advisory Committee

There shall be formed in each school building in the District a Professional Issues Committee for purposes of discussion of issues regarding the operation of the building, school programs, discipline issues and other areas of mutual interest. Each committee shall be made up of the Building Principal and one teacher from each grade level in the building: at the junior high school, the Committee shall consist of a Building Principal and one teacher from each department, if so instructed.

Working in an unpaid capacity, the Committee shall meet monthly, or more often if requested. Committee meeting may be called by any member of the Committee. Decisions of the Committee will be made using a consensus decision-making model as long as the decision does not substantially interfere with the operation at the school. Minutes of Committee meetings will be recorded and distributed to building staff, the Superintendent or designee, and the Association President(s).

C. Calendar Committee

Representatives of the Association and Administration shall meet at a mutually- agreeable time to discuss the school calendar including the opening day, vacation periods, and close of school term. This committee's recommendation shall be submitted to the Superintendent, in writing, prior to Board adoption of the calendar.

The school calendar shall conform to the state law and shall include no more than one hundred eighty (180) teacher attendance days. It is understood that if no emergency days are used, the five (5) emergency days will not be attendance days for employees.

It is recognized that the Board has final authority to determine the school calendar and such school calendar shall be adopted at the earliest practical date. The Calendar Committee shall be apprised of any modifications of the recommended calendar the Board may make. In the event that a change becomes necessary after the calendar has been adopted, the Association shall be advised.

D. Job Description Committee

A Job Description Committee shall be established and maintained. The Superintendent of Schools and the Association President shall each name up to three (3) members in the Committee. The chairperson of this Committee shall be one of the members and shall be designated by the Committee.

In making committee appointments, the District and the Association shall strive to have the District's diverse constituencies represented on the Committee with due consideration and representation given to the District's various school buildings, departments, and programs and to the employees' various job categories, length of workdays and work years.

1. The Committee shall meet monthly or as needed to review existing and proposed job descriptions/categories. Further, individual employees may request that the committee review their job description.
2. The Committee shall call and conduct meetings during the school year so that final recommendations of the committee can be presented to the Board by May 1st for their action.
3. Changes made by the Board will be implemented during the next school year.

ARTICLE VIII – EVALUATION

A. Teacher Evaluations

1. Administrators shall assist teachers in fulfilling and improving their instructional program and whenever difficulties or deficiencies are identified, shall recommend appropriate remedial assistance.
2. Teachers shall be evaluated by the principal, supervisor or the Superintendent.
3. The Evaluation should be continuous and ongoing throughout the evaluation period providing a process whereby a supervisor and employee informally evaluate past performance, guide future performance and expectations. If there are gaps, tenured teachers must be advised of such no later than February 15th.
4. Non-tenured employees shall be evaluated at least twice yearly. The first evaluation shall be received by December 15, and the second evaluation by May 1.
5. Tenured teachers shall be evaluated at least once every two (2) years and the evaluation shall be received by May 15 I the year of the evaluation.
6. A pre-observation conference will be scheduled by the administrator with a teacher to discuss the lesson, date and time, evaluation instrument, and the focus of the evaluation. The evaluation is to be scheduled at least five (5) school days after the pre-observation conference.
7. Each observation shall be conducted in the classroom by the evaluator with an on the job site attendance by the evaluator for no less than thirty (30) consecutive minutes for each observation.
8. The evaluation shall include an overall rating of Excellent, Satisfactory, or Unsatisfactory.
9. When a teacher receives an unsatisfactory rating in any area of his/her evaluation, the evaluator shall advise the teacher in writing as to the specific nature of such deficiency and the ways in which the teacher may improve his/her performance in such area.
10. Each observation shall be followed by a post observation conference between the “qualified” evaluator and the teacher being evaluated. The parties shall analyze the observation which shall be specific as to teacher’s strengths and weaknesses with supporting reasons for the comments made. The teacher shall have the right to attach any explanation to the observation as part of that observation.
11. Space for teacher comments shall be noted on the written evaluation.
12. If the teacher disagrees with the evaluation, he/she may request a reevaluation. If the teacher disagrees with the re-evaluation or the re-evaluation is denied, the teacher may request and shall be granted a meeting with the Superintendent or designee within ten (10) school days of the teacher’s request.
13. The evaluation shall be signed by the evaluator and the teacher. The teacher’s signature shall signify receipt of the evaluation. The teacher shall be provided with a copy of the evaluation at the conference held to discuss the evaluation.

14. Should a teacher receive an overall rating of unsatisfactory, the teacher shall be placed on remediation, subject to the provisions of Section 24-A-5 of the Illinois School Code. The district will forward to the Association a list of all teachers who would qualify as a consulting teacher to the teacher under remediation.
15. A teacher under remediation is permitted Association presence at meetings concerning the remediation plan, and at each evaluation conference.
16. The Board agrees to provide a consulting teacher for a teacher that has been placed on remediation.

TEACHER EVALUATION RECORD

NAME _____

SCHOOL _____

ASSIGNMENT _____

DATE _____

KEY: E=EXCELLENT S=SATISFACTORY U=UNSATISFACTORY

I. PERSONAL QUALITIES**E S U**

1. Demonstrates professional enthusiasm			
2. Displays confidence			
3. Is responsible and dependable			
4. Is flexible			
5. Dresses appropriately			
6. Is punctual			
7. Willingly seeks advice			
8. Perceives and anticipates potential problems			
9. Accepts constructive criticism			
10. Uses correct grammar			

II. TEACHER AND STUDENT RELATIONSHIPS**E S U**

1. Demonstrates knowledge of child growth and development			
2. Demonstrates consistency and fairness in dealing with children			
3. Provides an atmosphere of mutual respect			
4. Stimulates student creativity			
5. Is responsive to student needs			

III. PLANNING METHODS AND INSTRUCTIONAL COMPETENCIES**E S U**

1. Knowledge of subject matter/service area			
2. Purpose of lessons is clear to students			
3. Makes provisions for individual learning differences			
4. Uses a variety of activities and instructional resources			
5. Lessons reflect careful planning			
6. Exhibits understanding of age group			
7. Utilizes motivational factors in presenting lessons			
8. Lessons are presented in systematic and orderly fashion			
9. Overall instructional planning			
10. Is responsive to building and or program goals and objectives			
11. Uses and applies pertinent evaluative techniques			
12. Judiciously uses homework assignments to meet student needs			

IV. CLASSROOM MANAGEMENT**E S U**

1. Room is neat, orderly and conducive to learning			
2. Has clearly defined discipline procedures			
3. Requires children to take proper care of school property			
4. Established efficient classroom routines			
5. Exhibits ability to handle problems			
6. Effective classroom control			

V. CONTRIBUTION TO SCHOOL PROGRAM**E S U**

1. Works well with administrators			
2. Recognizes and uses appropriate lines of communication			
3. Assumes additional responsibility			
4. Works well with fellow teachers			
5. Works cooperatively with parents and community			
6. Performance of non-class assignments			
7. Displays interest in staff development			
8. Is prompt and accurate with records and reports			
9. Puts forth effort to maintain and improve school organization			

VI. ATTENDANCE**E S U**

1. Number of days absent			
2. Attendance in evening meetings			

VII. COMPOSITE EVALUATION

1. Areas of commendable performance.

2. Areas of performance in need of improvement.

OVERALL RATING

VIII. TEACHER COMMENTS

Teacher's Signature _____ Conference Date _____

Evaluator's Signature _____ Conference Date _____

This signature indicates that a conference has been held and that the teacher has seen, but may not necessarily approve, this evaluation.

Definition of Terms

Excellent: Performance is commendable. The teacher exhibits strength in skill areas. It is evident that the teacher motivates the majority of students to achieve stated goals most of the time. The teacher exerts positive influence on the students and the school.

Satisfactory: The quality of the teacher's performance is adequate. Teaching skills are acceptable. The teacher contributes to the welfare of students and generally makes an effort to meet District standards of performance.

Unsatisfactory: Performance is unacceptable. Evidence of weakness in skill areas exists. Performance at this level over a protracted period of time would have a negative impact on student development and the school.

B. ESP Evaluations

1. Before any evaluation is conducted, the supervisor(s) responsible for evaluations shall familiarize each Employee with and furnish each Employee a copy of the evaluation procedures and instruments.
2. All monitoring or observation of the work of each Employee shall be conducted in person by the employee's supervisor or higher superior when needed. Each evaluation shall be preceded by at least one (1) on-the-job visit by the evaluator. For Aides, each observation shall be no less than thirty (30) consecutive minutes and for other support staff thirty (30) minutes when practical.
3. A probationary employee shall be evaluated at least twice during his/her probationary period with not less than fifteen (15) workdays between evaluations. In the final evaluation the supervisor shall make recommendations to the Superintendent of designee regarding the continued employment of that probationary Employee. Non-probationary employees shall be formally evaluated at least once during every other employment year.
4. A pre-evaluation conference between the evaluator and the employee shall be held to review the expectations of the parties, dates, and times for observations.
5. All evaluations shall be written and given to the employee within ten (10) days after the final observation. The parties shall meet during the employee's workday to discuss the evaluation within ten (10) days thereafter. The employee shall sign the evaluation and be given a copy by the evaluator. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.
6. An employee may submit a written response to his/her evaluation and have that response attached to the file copy of the evaluation. All written evaluations and the attached employee's comments are to be placed in the employee's personnel file. The immediate supervisor will sign the employee's response acknowledging receipt of the material and give the employee a signed copy.
7. If a supervisor believes a non-probationary employee is doing unsatisfactory work, the supervisor shall state, in writing no later than January 1, the reason(s) therefore in specific terms, the specific steps the employee must undertake to improve, and any assistance to be given the employee towards that improvement.

ARTICLE IX – EMPLOYEE-BOARD RELATIONS

A. Personnel File

There shall be only one official personnel file for each employee. All official personnel files shall be kept in one place at the District office. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file except for those materials not subject to review under law, within three (3) school days. An Association representative, at the employee's option, may accompany the employee during such a review of the employee's file. Employees shall be given a copy of materials placed in their personnel file prior to or at the time of placement and may prepare a response for attachment to said materials. All new materials added to the employee personnel file that may impact their employment shall be initialed and dated by the employee. The file may not be removed from the District office. When the employee reviews his/her personnel file, the Superintendent or designee shall be present.

B. Representation

Whenever any employee is required to appear before the Board or any other member of the Administration concerning a matter which may result in discipline to the employee, the employee shall be given prior written notice of the reason for such meeting and shall be permitted to have a representative of his/her choosing present for advice and representation.

C. Discipline

1. Any employee who receives a written warning and/or reprimand shall be entitled to discuss the matter with the Administration, upon request. If the warning and/or reprimand is included in the employee's personnel file, the employee shall be entitled to attach a written statement to the warning and/or reprimand.
2. Prior to any suspension without pay, the employee and the Association president will be notified in writing of the charges leading to suspension. The employee and Association representative shall be afforded an opportunity to meet with the Superintendent or designee to respond to the charges before the recommendation is considered by the Board. Any employee suspended without pay shall have the right to meet with the Board of Education regarding the suspension. The employee shall submit his/her request for such meeting in writing to the Superintendent or designee, stating the reasons therefore, not later than ten (10) days after being provided with notice of suspension. The employee shall have the right to have a representative of his/her choosing present at such meeting. The meeting shall occur no later than thirty (30) days after the Superintendent or designee is provided with the written request for the meeting with the Board of Education. The Board shall provide the employee with its determination not later than ten (10) days after the meeting. A just cause standard shall apply in cases of suspension without pay, where no dismissal is pending.

D. Complaints Against Employees

The Administration shall not take any formal disciplinary action (written letter of reprimand, written notice of suspension with pay, suspension without pay, or termination) against an employee based on a complaint without having a conference with the employee in which the nature of the complaint and the name(s) of the complainant(s) are discussed. If the employee so requests, an Association representative shall be present at any such meeting scheduled with the administrator and/or complainant. The employee shall immediately receive notification of any complaint which is to be

placed in his/her file. Unless an administrator informs an employee of the substance of a complaint prior to the formal evaluation, no reference of the complaint may be made in the employee's evaluation.

E. Assault and/or Battery Upon An Employee

Any case of assault and/or battery upon an employee arising out of and in the course of his/her employment shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the employee of his/her rights or obligations with respect to such incident and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The requirements of this section to provide counsel and reasonable assistance to the employee shall not apply in situations where the Board is seeking disciplinary action against the employee with respect to the incident for which the employee seeks either counsel or reasonable assistance.

F. Just Cause Discipline

No non-probationary employee shall be suspended without pay or terminated without just cause. When such action is taken, written notice of the specific grounds forming the basis for the action shall be provided to the employee. Suspension without pay or termination of any employee shall be preceded by a conference with the employee by the appropriate administrator prior to taking any action.

G. Communication with Parents

All employees who are responsible for communicating with parents shall notify parents when there is a drop in a grade or grades within a quarter period (*i.e.*, each nine weeks). Responsible employees under this provision include, without limitation, teachers of the affected child.

H. Teacher Mentoring Program

For all new teachers hired to the District, including part-time teachers, and for all non-tenured teachers except part-time teachers that have taught in the District for more than five (5) consecutive years, there is added, at no additional compensation, to the adopted school calendar, a requirement that said teachers attend an orientation workshop each year during their non-tenured years, five (5) days before the commencement of school and five (5) days after the last day of school. Each such teacher shall be assigned a tenured teacher by the Superintendent. The Superintendent shall solicit volunteers from the bargaining unit, and pay such teachers One Thousand Seven Hundred Fifty Dollars (\$1,750.00) annually for said additional days at the beginning and end of the school calendar, to mentor such teachers. The mentoring program shall be developed by the individual teachers chosen as mentors, the Superintendent and the Building Principals, with observation by the Association. Every year, each mentor will have no more than three (3) mentees.

ARTICLE X – INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Each member of the instructional staff shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school year to the Building Principal. Teachers shall be advised of any of his/her requisitions which are not approved as soon as possible after such determination.
- B. Requisitions for supplies and/or materials shall be submitted to the Superintendent or designee for consideration and approval only after approval by the Building Principal. The Superintendent or designee shall grant or deny the written requisition within ten (10) school days of its receipt from the Building Principal.
- C. Subject to the approval of the Building Principal and the Superintendent or designee pursuant to the forgoing paragraphs, each full-time employee shall be allocated One-Hundred Dollars (\$100.00) for instructional supplies and materials during each school year of this Agreement. Reimbursements will be paid by the pay period following receipt of submission.
- D. Safety equipment will be provided for custodial/maintenance staff. A yearly reimbursement of \$50.00 will be provided for non-skid work boots and/or safety shoes upon presentation of sales receipt. In addition goggles, headgear, facemask, work gloves and rubber gloves will be provided.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a written complaint by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement, which complaint must include a plain and concise statement of the facts constituting the violation, misinterpretation, or misapplication.
2. Every employee shall have the right to present grievances in accordance with these procedures. Nothing contained in this Article or elsewhere in the Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration. Any employee may attempt to resolve the problem individually or with the help of the Association.
3. All time limits shall be weekdays when the Administration Office is open for business. By mutual agreement, in writing, the time limits as given may be changed.
4. Failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

B. Procedures

1. Informal Steps

Informal Step One. The parties hereto acknowledge that it is desirable for the employee and his or her immediate supervisor to resolve problems through free and informal communications. Such informal communication shall take place within fifteen (15) days of the event giving rise to the grievance. If such informal processes fail to satisfy the employee, a grievance must be filed in accordance with Formal Step One. Failure to do so constitutes a waiver of the right to file a grievance for the particular occurrence.

2. Formal Steps

Formal Step One. If the grievance cannot be resolved informally, the grievance, in writing, shall be filed with the Building Principal or his/her designated representative within twenty (20) days of the event giving rise to the grievance. The principal or his/her designated representative shall confer with the grievant in an attempt to resolve the grievance and shall render a written statement giving the basis for decisions within ten (10) days of the filing of the grievance at the Formal Step One.

Formal Step Two. If a mutually satisfactory agreement is not reached at Step One, a grievant may file the original grievance, in writing, with the Superintendent or designee within ten (10) days after receiving the written decision in Formal Step One. The statement shall include the steps taken to resolve the grievance and the decisions reached to that date. The Building Principal shall be provided with a copy of this communication by the grievant. The Superintendent or designee or his/her designated representative shall meet with the grievant and shall render a written statement giving the basis for decision within ten (10) days of the meeting or fifteen (15) days of the filing of the grievance at Formal Step Two, whichever is later.

Formal Step Three. If a mutually satisfactory agreement is not reached in Formal Steps One or Two, the grievant may refer the original grievance, in writing, to the Board of Education within ten (10) days after receiving the written decision in Formal Step Two. The grievant shall provide the Superintendent or designee with a copy of all communications to the Board of Education. The Board of Education shall hear and consider the grievance within twenty (20) days after receipt of the referral of the grievance to the Board. The Board of Education shall render a written statement giving the basis for its decision within ten (10) days after hearing the grievance and shall communicate this decision through the Superintendent's office to the parties concerned.

Formal Step Four. If the grievance is not resolved satisfactory at Step Three, the grievant and the Association may submit the grievance to final and binding arbitration by an arbitrator from the American Arbitration Association who shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the American Arbitration Association within twenty (20) days of the date that the Step Three answer is received by the Association, unless the parties mutually agree to select a private arbitrator within such time limits, then the grievance shall be deemed withdrawn.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Board. Each party shall be entitled to representation and witnesses.

The cost of the arbitrator shall be borne equally between the aggrieved party and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript.

The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement, or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted or misapplied.

3. Representation

The grievant shall have the right at any formal step in the procedure to be represented at all hearings or meetings by a duly authorized representative of his/her own choosing. The Superintendent or designee and the Board of Education at Formal Steps Two and Three may have the principal and/or an advisory person at any hearings or meetings.

4. Bypass of Grievance Steps

If the Association and the Superintendent or designee agree, Formal Step One and/or Formal Step Two of the grievance procedure may be bypassed and grievance brought directly to the next step.

5. Withdrawal/Settlement

A grievance may be withdrawn at any step without establishing precedent. By mutual agreement, a grievance may be settled at any step without establishing precedent.

6. Association Participation—Employee Represented

The Board acknowledges the right of the Association's grievance representative to be notified of, and to participate in, the processing of a grievance at any level for the purpose of assuring the contract is followed, and no employee shall be required to discuss any grievance if the Association's representative is not present.

7. Association Participation—Employee Not Represented

If an employee elects not to be represented by the Association, the Association shall have the right to be notified and to have its representative present to state its views at any stage of the grievance procedure.

ARTICLE XII – REIMBURSEMENT FOR ADDITIONAL CLASS TRAINING

A. Tuition Reimbursement

Regular full-time teachers are eligible to receive tuition reimbursement for completed coursework taken outside of regularly scheduled work hours that is reasonably related to that teacher's development as an educator or administrator in the educational field. Reimbursement shall be made solely at the discretion of the Superintendent or his or her designee, and on a case-by-case basis. Teachers must submit requests for reimbursement separately for each school year; approval for one school year does not necessarily guarantee approval of reimbursement for another school year of coursework. Reimbursement for tuition not in excess of nine (9) semester hours per year, shall be made based upon the actual cost of the course(s), limited to the annual allotment and other provisions set forth below, and not to exceed thirty-two (32) semester hours in five (5) years. Tuition reimbursements will be paid to employees who:

1. Submit an educational plan of the course(s) to be taken, signed by his/her college or university advisor and receive approval by the Superintendent or designee for each semester of tuition at least one month prior to the employee taking the courses(s).

OR

2. Take that/those course(s) to improve the proficiency of the employee in his/her teaching field, where approval is secured in writing from the Superintendent or designee for each semester at least one month prior to the employee taking the course(s).

A decision must be rendered by the Superintendent or designee within five (5) school days after the educational request has been submitted.

In order to be eligible for reimbursement, an employee must submit to the Superintendent or designee a transcript showing a minimum grade of "B", if grades are given, or a "Passing" grade for those courses not giving letter grades of those courses taken during the year.

No more than Three Thousand Five Hundred Dollars (\$3,500.00) of tuition reimbursement will be paid in any one school year. Total reimbursement for tuition may not exceed Twelve Thousand Dollars (\$12,000.00) for all years of graduate study per person.

In order to be eligible to receive reimbursement, an employee must submit his/her transcript to the Superintendent or designee by January 31, June 30 and September 30 for Fall semester, Spring semester and Summer semester course work, respectively. For course work completed on the quarter or trimester system, an employee must submit his/her transcript to the Superintendent or designee within thirty (30) days of the conclusion of the class. An employee who fails to submit a transcript by the deadline date for reimbursement shall forfeit any right to reimbursement for such courses(s). In order to be reimbursed for Fall, Spring and Summer semester course work, the employee must return to full-time employment for the following school year at the District. The District shall then reimburse the employee on or before September 30 of that following school year.

After completion of the semester hours for which an employee has received tuition reimbursement, the employee shall remain an active employee in the District for a period of three (3) school years. If that employee fails to complete three (3) school years of service to District 132, the employee shall reimburse-tuition monies back to the District as follows:

Years of
Additional
Service

1 year or less	100% reimbursement of tuition reimbursed funds;
2 years or less	66-2/3% reimbursement of tuition reimbursed funds;
Less than 3 years	33 1/3 % reimbursement of tuition reimbursed funds.

No reimbursement requirement shall apply to a non-tenured employee who is non-renewed or a tenured employee who is terminated for cause.

B. Employee Training Requested by the Administration

1. All training taken by an employee at the written request of the Administration shall be paid for by the District as well as any fees required for certification in a special area requested by the Administration. (College Credit)
2. New employees involved in existing programs or employees involved in new curriculum programs will be offered the training deemed necessary by the Administration to effectively implement the program(s). (Non-College Credit Course)
3. Fees and travel expenses for training as described in Paragraph B.2. above shall be paid by the District if approved by the Administration and the Board.
4. For hourly employees, if this training occurs outside the employee's work day, he/she shall be compensated at his/her hourly rate for training and travel time.

C. Teacher Workshops

Teachers shall be permitted to attend up to one (1) day of out-of-district workshops per school year for professional development. Teachers may determine which workshops they request based on data of student need. The cost of approved workshops, mileage, and substitute pay shall be paid by the Board. However, teachers may attend additional workshops with the Administration's approval.

D. ESP Professional Growth

Employees may request release time to attend conferences, workshops, and training seminars. Such requests shall be made through the employee's Building Principal and must be approved by the Superintendent or designee to release employees for such purposes.

The District shall provide staff training or in-service for any employees that address appropriate responses to disruptive and/or physically challenged students. New employees shall receive such training or in-service either within forty-five (45) days from the date of hire or within the first forty-five (45) days of the next school year.

ARTICLE XIII – LEAVES

A. Personal Leave

Each employee shall be entitled to two (2) personal leave days per school year, noncumulative, without reduction in pay. Personal leave shall be interpreted as the requirement to attend to those items of a personal nature that cannot be attended to other than during school hours. Personal leave cannot be considered for periods of less than one full day. However, except in cases of emergency or unusual circumstances, all as the Superintendent or designee may determine in his or her sole discretion, no such leave will be granted in either the first or the last week of the school year, nor the day immediately prior to or following a school holiday or vacation. Prior written application to the employee's supervisor shall be required not later than the second school day preceding the requested personal leave day. However, in cases of emergency, the employee shall contact the school employee responsible for procuring a substitute and file the designated personal leave form upon return to duty. Any unused personal leave days shall be added to the employee's accumulated sick leave at the end of each school year.

The employee shall call either the District sub line or the Building Principal or email the Building Principal and the person in charge of assigning substitute employees.

B. Sick Leave

1. Employees shall be notified at the beginning of the school year, in writing, of their accumulated sick leave days.
2. Each full-time employee shall be entitled to eleven (11) days of sick leave with full pay per school year. Such sick leave shall accumulate annually to a maximum limit of four-hundred sixty (460) days per employee. However, a maximum of one-hundred (100) days not used for additional creditable service may be submitted at retirement for reimbursement as set forth in Article XIII, Section A.5. of this Agreement.
3. Ten (10) days of paid leave shall be given to all part-time support employees eligible to participate in the Illinois Municipal Retirement Fund (IMRF) as required under the "Six Hundred (600) Hour Standard." Sick leave shall accumulate without limit.
4. Cases in which sick days are used before and after a holiday shall be reviewed on a case-by-case basis by the Superintendent and/or his/her designee.
5. An employee who retires from the District shall be paid in the following amounts per unused sick day which is not used for additional creditable service:

2008-09 school year -- \$41.00
2009-10 school year -- \$42.00
2010-11 school year -- \$43.00
6. In accordance with the School Code, sick leave may be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Doctor's appointments that are necessarily held during school hours on days when school is in session are considered to be sick leave.

Immediate family means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, legal guardian and any person living in the household of the bargaining unit member.

The employee shall call either the District sub line or the Building Principal or email the Building Principal and the person in charge of assigning substitute employees.

C. Funeral Leave

An employee will be granted up to three (3) consecutive days off without loss of pay to attend the funeral of said employee's immediate family. Immediate family shall be defined as in The School Code of Illinois, Section 5/24-6. The Superintendent or designee may approve, on a case-by-case basis, funeral leave in the case of a death of an individual not specified above.

D. Jury Service and Related Appearances (Paid Leave)

The employee shall suffer no loss of pay from the Board for performing jury duty provided the employee submits evidence of such jury duty, such as jury duty wage payments stubs to the District within five (5) workdays. Jury duty remuneration, less mileage and meal expenses, shall be reimbursed to the district for those working days when the employee is on jury duty.

E. Association Leave

The Association President or his/her designee shall be granted four (4) days leave with pay per school year for attendance at Association-sponsored national, state or local conferences, provided the Association reimburses the Board for the per diem cost of the substitute employee's salary. The Association President shall submit a written request for the use of such leave at least one (1) week in advance of the proposed leave and shall identify those persons utilizing such leave. No more than two (2) employees may utilize Association leave on any given school day.

F. General Leave of Absence for Tenured Teachers

1. The Board may grant to tenured teachers a general leave of absence for the balance of the current school year and one (1) additional full school year, or for such other period as the Board may approve in its sole discretion. Such leave shall be without pay and benefits unless otherwise provided by law, specified by the Board or unless such leave can be defined as sabbatical leave under Section 24-6.1 of the Illinois School Code. All requests for tenured teacher leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:

- a. Exchange teaching programs in other states, territories, countries;
- b. Formal approved education programs designed to acquire additional course credit that is related to a teacher's current assignment as solely determined by the Superintendent or designee;
- c. Foreign, military or governmental sponsored programs;
- d. Cultural travel or work programs related to professional activities;

- e. Health and hardship;
 - f. Serving in the General Assembly; or,
 - g. Other good reasons as determined solely by the Board.
- 2. Upon returning from leave to active employment, a teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a teacher from a Reduction In Force. Placement in his/her previous assignment is not guaranteed. Time on leave shall not count for advancement on the salary schedule, except for those school years wherein a teacher actually works 110 or more workdays, not including the summer school program, or except as may be provided under Section 24-6.1 of the Illinois School Code.
 - 3. Leaves which are approved by the Board shall be without loss of tenure for tenured teachers, or without loss of length of service credit or accumulated sick leave in the case of any teacher, but the time on leave shall not count towards continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Illinois Teachers' Retirement System for pension credit, if allowed. Employees on approved leaves of absence may participate in available School District medical insurance programs, but at the expenses of the teacher, except as otherwise provided by law and subject to the consent of the insurance program.
 - 4. In all instances where a teacher is granted an unpaid leave, as a condition thereof he/she shall advise the Superintendent or designee in writing no later than February 15, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent or designee by said date of his/her intent to return as required herein may be conclusively treated as an election not to return to employment and as an absolute resignation from his/her employment by the Board, and no action shall lie against the Board therefore.
 - 5. This Article shall not apply in cases of parental leave.

G. Parental Leave

- 1. Pregnancy-Related Disability Leave
 - a. An employee may use sick leave during the period of pregnancy-related disability absent emergency. If the employee intends to use sick leave for pregnancy-related disability, the employee must notify the Superintendent no later than the fourth month of the pregnancy that the employee intends to use sick leave.
 - b. The employee must provide the Board with a written statement from her health care provider regarding his/her professional judgment as to the period of time that the employee will be unable to perform her duties as an employee, due to pregnancy-related disability. The period of time may be adjusted in writing by the employee's health care provider should complications arise regarding the mother's health or the health of the fetus.

- c. In the case of an employee whose pregnancy-related disability continues beyond her previously accumulated sick leave, the unpaid pregnancy-related disability leave shall commence immediately upon exhaustion of the accumulated sick leave, subject to the following:
 - i. For probationary employees, or employees ineligible for contractual continued service, the leave may continue for a period of up to thirty (30) consecutive school days without substantial interruption for the same cause.
 - ii. For employees who have achieved contractual continued service status, the leave may continue for a period of up to ninety (90) consecutive school days without substantial interruption for the same cause.
- d. Every employee who is on leave as above described must notify the Superintendent of Schools of his or her intent to return to duty in the Fall of the year, when school commences, and must accomplish such notification by March 1 prior to the return of the employee in the Fall. Employees who fail to inform the Superintendent by March 1 will not be placed when school commences for the next school term until a bona fide vacancy occurs for which the employee is qualified.
- e. Those employees who go on pregnancy-related disability leave after March 1 are required to notify the Superintendent prior to July 1 of their intent to return to work at the commencement of the next school term. Employees within this category who fail to so inform the Superintendent will not be placed when school commences for the next school term.

2. Birth

- a. An employee may use sick leave immediately following the birth of a child to the employee, the employee's spouse, or a member of the employee's household.
- b. If the employee intends to use sick leave immediately following the birth of a child, the employee must notify the Superintendent no later than the fourth month of the pregnancy that the employee intends to use sick leave and the anticipated date of the commencement of that leave.
- c. Unless it has already been provided, after a period of thirty (30) days from the commencement of the leave, the Board may require a written statement from the employee's health care provider regarding his/her professional judgment as to the period of time that the employee will be unable to perform his/her duties as an employee due to any complications resulting from the birth of the child.

3. Adoption and Placement for Adoption

- a. An employee may use sick leave if the employee is becoming an adoptive parent, the employee's spouse is becoming an adoptive parent or a member of the employee's household is becoming an adoptive parent. The employee shall notify the Superintendent in writing upon the initiation of the legal proceedings of the individual's acceptance by an adoption agency. It shall be the responsibility of the employee to keep the Superintendent informed of the status of the proceedings, and, as soon as known, the expected day of receipt of the child.

- b. Sick leave may also be extended for placement for adoption. Placement for adoption shall be defined to include the circumstances in which a child is placed in the home before the adoption is finalized. Placement for adoption shall not include any appointments or proceedings prior to the receipt of the child into the home.
- c. The employee's leave for adoption or placement for adoption shall commence on the day of receipt of the child. After a period of thirty (30) days from the commencement of the leave, the Board may require a written statement from the child's health care provider regarding his/her professional judgment as to the period of time that the employee will be unable to perform his/her duties as an employee due to any complications or illnesses of the child.
- d. Sick leave shall not be extended to individuals adopting children above the age of seven (7). Additionally, sick leave shall not be extended to individuals adopting children who have been residing in the employee's household for longer than a three (3)-month period prior to the initiation of adoption proceedings.

H. FMLA Leave

Any leave set forth herein shall be used concurrently with leave under the Family and Medical Leave Act.

I. School Closing Leave Days

When a school and/or office is officially closed by the Superintendent or designee, sick days and/or leave days previously arranged by an employee for the affected school and/or office shall not be deducted for such emergency days.

J. Temporary Incapacity Leave

Employees who have exhausted their paid sick leave and Family and Medical Leave, if eligible, due to extended absence resulting from an incapacitating illness or injury shall be granted an unpaid leave under the following circumstances:

- 1. The request for such unpaid leave is for the same medical condition which caused the absence in the first instance, which medical condition shall be certified by the employee's physician.
- 2. There has been no determination that the employee's incapacitating condition is permanent, and
- 3. The total length of the incapacity leave (paid and unpaid combined) shall not exceed nine (9) calendar months or the length of the employee's accumulated sick leave, whichever is longer, provided the Board in its discretion, and upon the employee's request, may extend such leave to the end of the semester in which such nine (9) month period terminates.

Employees who meet the above conditions shall receive unpaid leave. The district retains the right to obtain a physician's note of the employee's condition during such leave.

K. Emergency Closings

Twelve (12) month employees shall report to work on days when classes are canceled and they are not notified to remain at home. All other employees shall not report to work on days when classes are canceled, unless they have been notified to report to work by the Building Principal or district office administrator.

Twelve (12) month employees shall not lose pay in the event that a building is closed due to an emergency, inclement weather, act of God, or any other reason and the employees assigned to that building are notified that they do not have to report to work that day. If an employee who works less than twelve months is required to report to work on a day that the building is closed, he or she will receive either an extra day's pay or an extra day off.

L. Continuation Of Benefits

The benefits of a twelve (12) month employee who retires, resigns or is laid-off shall continue through the last day of the month in which the retirement or resignation becomes effective through the last day of the month in which all accrued vacation or salary has been paid, whichever is later.

The Board shall continue to pay for the health insurance benefits of employees laid off on July 1 of any year until August 31 of that year.

ARTICLE XIV – SICK LEAVE BANK

In cooperation with the Board, the Association shall control the Bank, subject to the following guidelines:

- A. The intent of this plan is to provide extended sick leave to teachers and full-time ESP staff who have accumulated at least twenty-four (24) sick leave days, including the third year's allotment, and who incur a period of prolonged illness, injury or hospitalization. Withdrawals shall not be available for unpaid maternity leave, elective surgery, illness of immediate family or household members, early retirement, and/or death of family or household members. Prolonged illness shall mean a minimum of ten (10) consecutive working days. In order to maintain continuity of instruction, elective surgery shall be scheduled so as not to interfere with the school calendar.
- B. The Board shall allow employees to contribute one (1) or two (2) sick days per year to the sick leave bank. An employee leaving the District may contribute one year's unused sick leave to the Bank.
- C. Notification of voluntary contribution shall be made by each employee to the Association in writing no later than October 1 of each year, at which time the sick Day will be deducted from the employee's sick leave. The Association shall provide the Board with the names of the employees contributing to the Bank with the number of days contributed per employee before October 15 each year.
- D. Days in the Sick Leave Bank, if unused, will accumulate each year.
- E. Members must contribute each year to benefit from the Sick Leave Bank. Should the number of accumulated days reach 550, no additional deduction shall be made from existing bank members until the bank is depleted to 250 days, whereupon the deduction will be reinstated. Newly eligible members will contribute as specified in Paragraph B. above for admission into the Bank.
- F. A member receiving days from the Sick Leave Bank shall not be required to pay back the number of days used from the Bank.
- G. No one will be able to withdraw days from the Bank until after his/her accrued Sick Leave days have been depleted by five working days.
- H. Members may draw a maximum of 150 unused days for any one illness or injury.
- I. The member, in his/her application to the Association, shall set forth the nature of the illness, or injury together with written verification of the illness, or injury and prognosis for recovery from a licensed physician.
- J. In the event the Sick Leave Bank is dropped from the contract, all accumulated days will remain and be used as agreed in that final contract, until the Bank is depleted.
- K. The Association acknowledges that the terms contained in this Article are the result of full, frank, and arms-length negotiations between the parties. Accordingly, the Association assumes equal responsibility for the inclusion of each and every provision in this Article. The Association agrees to co-indemnify the Board and its officers, agents and employees against any and all claims, demands, suits, and judgments (including the cost of defense associated with same) arising from any claim that any of the provisions of this Article violate any federal, state or local laws, rules or regulations.
- L. The Association shall provide to the Board the written reasons for the approval or denial of any request for Sick Leave Bank days.

ARTICLE XV – FRINGE BENEFITS

A. Insurance Premiums

1. Individual Coverage

The Board will contribute to a group insurance package, for full-time actively-employed employees, to include the following coverage:

- a. Life Insurance (\$20,000)
- b. Hospital, surgical, major medical insurance (“health insurance”)
- c. Dental Insurance

Employees who participate in any part of the group health insurance package shall continue to contribute a minimum of \$11.00 per month during each school year of this Agreement. The Board shall contribute towards a total premium cost of \$450.00 per month per employee. The Board and the employee shall contribute towards such excess in equal shares.

The Board and the Association shall establish a joint committee to review the District’s group health insurance plan and consider options to obtain alternative health insurance coverage at the lowest available premium cost. The Board may designate three (3) representatives, and the Association may designate six (6) representatives to serve on the committee and shall each be responsible for attendance and participation of their respective representatives. Representatives of other bargaining units, as well as members of the Administration, may also serve on the committee. The committee will meet annually, with the first meeting occurring not later than February 15 of each school year. The committee’s written recommendation, if any, shall be presented to the Board by April 1 of each school year. Unless otherwise agreed by the Board, the Association, and the representative(s) of the other participating bargaining unit(s), the committee’s work for a school year shall be complete once the recommendation is provided to the Board.

The District’s open enrollment period will be from September 1st to September 31st. Benefits will not be changed by the Board without further negotiations except in cases where the Board accepts the recommendation of the joint committee.

2. Dependent Coverage

The Board shall contribute the amount of \$30,000.00 for each year of this Agreement towards the creation of a pool to assist in the payment of a portion of the cost of dependent coverage for employees electing such coverage (hospital, surgical, major medical insurance, dental insurance). In order to participate in the pool, an employee must elect dependent coverage not later than September 15 of each school year of this Agreement. In no event shall the Board’s payment for any employee exceed fifty percent (50%) of the total monthly cost of dependent coverage for such employee.

3. Insurance Deductions

Those employees who elect individuals or dependent coverage as per the terms and conditions of said group insurance plan on or before the first day of each school year may at that time elect that the Board remit for them during said school year to the insurance carrier a sum equal to the premium for the dependent coverage elected. Said election shall be made on an annual basis.

B. Employees' Retirement System & Board Contributions

The Board hereby agrees to make contributions to the TRS and IMRF as prescribed by law.

C. Certified Employees' Retirement

1. Pre-Retirement Information and Consultations

- a. Annually, not later than September 1, the District will provide to the Association a current list of all District employees who are within five (5) years of first becoming eligible for retirement, or who are currently eligible for retirement under any TRS retirement program. Between October 31 and December 15 of every school year, the District, in cooperation with the Association, shall provide individual pre-retirement consultations upon the request of any employee whose name appears on the pre-retirement list to determine whether the employee, under the salary schedule or CBA agreement (through horizontal lane movement, promotion, extracurricular stipends, summer school or mentoring responsibilities) or in any other manner would earn more than 6% over the previous school year's creditable earnings not exempt from the TRS 6% rule, in any year of this Agreement.

2. Retirement Incentive

Certified Employees may elect one of the following options:

- a. For a retiring employee for whom the provisions of the law require a payment to be made by the Board in order to avoid an early retirement penalty, the Board shall pay the greater of the following sums:
 - i. the employee's one-time early retirement option contribution; or
 - ii. a portion of the employee's one-time early retirement option contribution computed at a rate of one percent (1%) of the employee's last full-time salary rate as an employee for each full year of consecutive full-time employment by the Board.

Any payment hereunder shall be regarded, in all instances, as an Employer payment made to a qualified non-contributory retirement plan and, as such, qualifies pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended.

- b. For a certified employee age 55 or older who has completed ten (10) consecutive years of full-time employment with the Board, including the term at the end of which the employee retires, and who is not eligible for the TRS Early Retirement Option at the time of retirement, the Board shall provide one of the following incentives:

i. For employees giving one (1) year's notice of intent to retire:

A salary increase for the employee's last year of Board employment in an amount six percent (6%) greater than his/her previous year's TRS creditable earnings. In addition, the employee shall also be paid all creditable earnings which are exempt from the TRS 6% rule. The employee shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final year of Board employment.

ii. For employees giving two (2) years' notice of intent to retire:

A salary increase in the year prior to the employee's last year of Board employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last year of Board employment, in an amount six percent greater (6%) greater than the previous year's TRS creditable earnings. In addition, the employee shall also be paid all creditable earnings which are exempt from the TRS 6% rule. The employee shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final year of Board employment.

iii. For employees giving three (3) years' notice of intent to retire:

A salary increase in the 3rd to last year of the employee's employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last two years of Board employment, in an amount six percent (6%) greater than the previous year's TRS creditable earnings. In addition, the employee shall also be paid all creditable earnings which are exempt from the TRS 6% rule. The employee shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final year of Board employment.

iv. For employees giving four (4) years' notice of intent to retire:

A salary increase in the 4th to last year of the employee's employment in an amount six percent (6%) greater than his/her previous year's Board scheduled salary and, for the last three (3) years of Board employment, in an amount six percent (6%) greater than the previous year's TRS creditable earnings. In addition, the employee shall also be paid all creditable earnings which are exempt from the TRS 6% rule. The employee shall receive said increases in lieu of the increases that would otherwise be provided on the Salary Schedule for his/her final year of Board employment.

In order for a certified employee to receive the foregoing benefit described above, the employee shall submit his/her written notice of intent to retire to the Board not later than December 1 prior to the first year the employee is requesting the payment of a retirement incentive. The Board shall issue a written response to the employee's notice of intent to retire within thirty (30) days. The exception to this is that anyone who wishes to receive a retirement incentive for the 2008-09 school year shall submit his/her written request to the Board not later than sixty (60) calendar days following the signing of this Agreement.

The employee's written notice of intent to retire shall identify the applicable retirement requested by the employee. The notice shall also identify the date on which the employee intends to retire. It is understood and agreed that such notice of intent to retire shall be contingent upon the Board's approval of the request.

- c. The number of employees who may be rewarded a retirement incentive under the provisions of subsection C.2.a. above in any year may be limited at the Board's option to ten percent (10%) of those who are eligible to retire, with the right to participate to be allocated among those applying on the basis of seniority in District employment.
- d. The number of employees who may be rewarded a retirement incentive under the provisions of subsection C.2.b. above in any year may be limited at the Board's option to thirty percent (30%) of those who are eligible to retire, with the right to participate to be allocated among those applying on the basis of seniority in District employment.
- e. An employee whose notice of intent to retire is approved by the Board shall retire under the terms and conditions of the collective bargaining agreement in effect when the Board approved the request, irrespective of any change in the retirement provisions of the collective bargaining agreement in effect on the date of retirement.

3. Post-Retirement Unused Sick Day Payout and Severance Benefit

In addition to the applicable retirement incentives set forth in subsections C.2.a. and C.2.b.i. through iv. above, the Board shall also provide by August 1 following the school year wherein the employee's retirement is effective:

a. Post-Retirement Unused Sick Day Payout

A payment of \$41.00 (for payout in the 2008-2009 school year); \$42.00 (for payout in the 2009-2010 school year); and, \$43.00 (for payout in the 2010-2011 school year) for each unused sick leave day not used for TRS credit; and,

b. Post-Retirement Severance Benefit

As a result of the submission of the employee's notice of intent to retire, in addition to one of the incentives set forth in subsections C.2.a. and C.2.b.i. through iv. above, the Board shall provide by July 1, or thirty (30) days after the last day of the employee's employment, whichever occurs first, a post-retirement Severance Benefit. The Severance Benefit shall be 20% multiplied by the retiring employee's creditable TRS (both exempt and non-exempt from the TRS 6% rule) earnings for the year of submission of notice of intent to retire.

The lump sum payment provided above is not intended by the Association or the Board to result in additional creditable earnings for the retiring employee.

Notwithstanding the provisions of subsections C.3.a. and C.3.b. above, in no event shall the Board provide any increase or make any payment to, or for the benefit of, a teacher that will require the Board to make any payment in the nature of a contribution to TRS. However, a teacher may receive an increase in creditable earnings if he/she were required by the District to provide an additional service that generated the excess. In such event, the teacher will remain eligible for a retirement incentive. A retiring employee will not be precluded from

receiving the retirement incentive in its entirety when the provisions of law require a payment to be made as the result of the employer requiring a member to substitute for another member or any other duties in addition to the regular assignment.

4. Conditions for Withdrawal of Notice of Intent to Retire

The employee's request for the approval of a retirement incentive shall be deemed to constitute an irrevocable notice of intent to retire from employment, effective on said date, once the request is approved by the Board. However, the employee may request to withdraw his/her notice of intent to retire for the following reasons that arise after the Board approves the Notice of Intent to Retire:

- a. diagnosis of terminal illness of the retiree or his/her spouse, or death of the spouse;
- b. total disability of the retiree's spouse;
- c. serious illness of a medically and financially dependent child or parent; or,
- d. divorce.

In any of the above events, the employee will tender a written request for the withdrawal of his/her notice of intent to retire. As a condition of the Board's consideration of the request, the employee will also authorize a written wage deduction, or enter into an alternate agreement negotiated with the assistance of the Association, that will repay the Board any retirement incentives paid to the employee to date in excess of any amounts that they would have earned on the Salary Schedule had they not submitted a notice of intent to retire, including any payment that would have been made for extra duty work. Repayment by wage deduction shall be completed within one hundred eighty (180) calendar days of the Board's approval of the withdrawal. The Board may accept the request to withdraw the notice of intent to retire at its discretion.

5. Changes in the Law

In the event of any changes in the current TRS statutes or regulations, which allow for a greater or lesser retirement incentive, the parties shall meet to discuss the changes and possibly re-negotiate the retirement incentive, subject to any applicable grandfather provisions contained in any statutory or regulatory changes.

D. IMRF Retirement Incentive

1. Notification

To qualify for local retirement benefits the retiring employee shall:

- a. Notify the Superintendent, in writing by December 1st, of his/her intent to retire from the District; and
- b. Complete "Application for Retirement Annuity" (Illinois Municipal Retirement Fund) which shall be provided to the employee by the District office.

Therefore, the employee shall receive verification of number of years of service in Calumet School District from the District office. The completed form "Application for Retirement Annuity" shall be submitted by the School District to the Illinois Municipal Retirement Fund.

2. Local Retirement Benefit

Employees who have served at least fifteen (15) years of service in the District and who retire from the District shall receive a one (1) time lump sum local retirement benefit payment of Two-Hundred and 00/00 Dollars (\$200.00) per year of service in the District or the amount may be spread over the employee's last paychecks at the option of the employee.

3. Retirement Insurance

Effective with any retirement which occurs on or after July 1, 2002, the Board shall permit employees who have been full time and are retired support personnel to continue their major medical health insurance or health maintenance organization coverage for a period not to exceed ten (10) years. This coverage shall be based on one (1) year of health insurance for every two (2) years of service. Eligibility for such coverage shall be limited to employees who have been employed as support personnel in the District for ten (10) or more consecutive years immediately prior to retirement. Such coverage shall be the same or equal medical insurance or health maintenance organization coverage and option as those provided to current support personnel employees and their departments.

E. Support Staff-Shelter Illinois Municipal Retirement Fund Contributions

From the established salary of each employee, according to the authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the School Board shall pick up these employee contributions from the same source of funds which is used in paying earnings to the employee.

The purpose of "picking up" such contributions is to defer the income tax on retirement system contributions until these amounts are distributed or made available to the employee.

Should any of the above be declared improper by an I.R.S. ruling or option, that portion thereof shall be deleted from this policy to the extent that it violated the ruling or option.

F. Holidays -- Definitions

Paid holidays are those days when hourly employees are not required to work but for which they are paid regular rate of pay and students are not in attendance. Any holiday on the following list that falls on a weekend or day upon which employees are not otherwise scheduled to work shall not constitute a paid holiday unless otherwise determined by the Superintendent.

1. Holidays – for 12-Month Employees:

- New Year's Eve
- New Year's Day
- Dr. Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Casimir Pulaski's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Spring Holiday Friday

2. Holidays – for 10-Month Employees:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Casimir Pulaski's Birthday
- Memorial Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day
- Spring Holiday Friday

G. Vacation

After a year of continuous employment, twelve (12) month employees shall be eligible for a vacation on the basis of complete fiscal quarter years worked. The vacation shall be two and one-half (2 ½) days per quarter.

After a year of continuous employment, year-round employees shall be eligible for a vacation on the following basis:

After 1 year continuous employment – 2 weeks
 5 years continuous employment – 3 weeks
 10 years continuous employment – 4 weeks
 15 years continuous employment – 5 weeks

Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the school system for at least one consecutive year. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two weeks notice in writing by the employee.

Request for vacations shall be submitted to the administrator to whom the employee is responsible and must be approved by the Superintendent. Vacation time may be taken at any time during the 12 month year provided that vacation requests are made at least one month in advance. The Superintendent shall, in writing, approve or deny said vacation request within five (5) working days of the request. If two or more employees request the same vacation dates and it is not possible for more than one employee to be out, then seniority has first choice. In the case of an emergency request, the Superintendent has the right to approve the request on short notice. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. The Superintendent shall keep a record of vacations earned and the dates taken.

The employee will be paid for any vacation time lost due to a denial of the vacation request by the Administration, provided that the employee made such request before the end of the year.

An ESP, upon written application by June 1st with the approval of the Superintendent, may carry over into the following fiscal year, a maximum of five (5) days of accumulated vacation time.

ESPs called back to work during the period of an approved vacation shall receive one additional vacation day for each vacation day lost.

ARTICLE XVI – COMPENSATION

A. Salary Schedule Advancement

In order for course work to count towards horizontal advancement on the salary schedule, the employee must obtain the written approval of the Superintendent or designee prior to registration therefore. The Superintendent or designee shall respond in writing within five (5) work days of receipt of a course approval request. Only those credit hours which have been deemed by the Superintendent or designee to be graduate school quality, or are part of a University-approved program or course of studies leading to a graduate degree in education, additional certification or which will improve the proficiency of the employee shall be approved.

B. Work Year

1. Should any employee be required to work more than one hundred and eighty days (180) days pursuant to the school calendar adopted by the Board in its discretion, he/she shall have his/her salary adjusted on a per diem basis according to the salary schedule then in effect. Such employee shall be paid an additional 1/185th of his/her annual salary for each such day in excess of one hundred and eighty days (180) days worked. Any docking of an employee's pay pursuant to this Agreement shall be computed by the same formula.
2. Opportunities for ESP staff for additional work during the winter, spring, and summer recesses may be offered by the District on a building-by-building basis. Any employee who is interested in such work shall indicate his or her interest to the building administrator, who shall secure approval from the Board. Where one or more employees express interest in the same work, the District will award the work to the employee that it feels best qualified to perform the work. In making this evaluation, the District will consider seniority. Acceptance of any additional work during the winter, spring and summer recesses is voluntary.

C. Pay Periods

Employees will be paid every other Friday, on individual options of twenty-one (21) or twenty-six (26) payments.

D. Salary Schedule Placement

1. New teachers employed by the Board may receive up to ten (10) years' credit for prior experience. This provision shall not apply to social workers or speech and language therapists/pathologists; however, they must be placed within a cell on the salary schedule.
2. New aides employed by the Board may receive up to three (3) years' credit for prior experience.

E. Internal Substitute Teacher Pay

1. The Board will continue to make every reasonable effort to cover all teacher absences with qualified substitutes. If the minimum planning time for a teacher falls below the minimum per regularly-scheduled week because of internal substitution or a special is canceled because of lack of a substitute teacher, the teacher shall be remunerated for such time at the rate of \$26.00 (for the 2008-2009 school year); \$27.00 (for the 2009-2010 school year); and, \$28.00 (for the 2010-2011 school year) per hour. When it becomes necessary for a teacher to accept

students from another classroom due to the lack of a qualified substitute, the teacher/teachers will receive/split \$154.50 (for the 2008-2009 school year); \$159.14 (for the 2009-2010 school year); and, \$163.91 (for the 2010-2011 school year) per day. Remuneration forms will be provided and filled out in duplicate. One copy of the remuneration form is to be retained by the teacher. Payment for internal substitution services will be made on the next pay period following such service. Not any one teacher may be required to internally substitute more than three (3) times per year except in cases of emergency.

2. Aides who are certified substitute teachers shall be paid the same rate as a long-term substitute teacher or their daily rate, whichever is greater, when utilized as a substitute teacher.

F. Extra Duty Pay

1. The Administration will consult with the teachers in deciding which extracurricular activities it will offer to students and the duration of those activities. The Administration reserves the right to make the final decision regarding the activities it will offer, the duration of those activities and which employees to assign thereto.
2. Anticipated extra duty assignments, except for internal substitution and lunchroom supervision, shall be posted in order to invite teachers and other District employees to apply for said assignments.
3. The Administration retains the sole and exclusive right to determine qualifications as the same relate to any extra duty assignment; however, such qualifications shall be reasonably related to an employee's training and experience. In filling extra duty assignments, the Administration will first offer and fill extracurricular positions with employees who are certified members of the bargaining unit. The District shall post the position(s) for a minimum of five (5) days. If no teachers who are qualified have applied for the position(s), the District may open the job to a non-certified staff member or a person out of the District.
4. Teachers who volunteer for or are assigned extra duties, as defined herein, shall receive extra duty compensation according to the schedule below. Extra duty compensation for such assignments shall be paid in four quarterly installments, in September, December, March and June.
5. The following extra duty assignments shall last for a period of thirty-six (36) weeks and pay a total per assignment in the following amounts:

<u>Extracurricular Duty</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Band Director	\$1500.00	\$1596.50	\$1648.00
Chorus Director	\$1500.00	\$1596.50	\$1648.00
Chess Club Advisor	\$500.00	\$525.00	\$566.50
Algebra Club Advisor	\$500.00	\$525.00	\$566.50
Coordinator for New Teachers	\$1000.00	\$1100.00	\$1200.00
Student Council Advisor	\$500.00	\$525.00	\$566.50
National Jr. Honor Society Advisor	\$500.00	\$525.00	\$566.50

The above extracurricular duties require that the Band Director and Chorus Director meet for a minimum time of one (1) hour per week with students. All other extracurricular assignments designated above require that teachers assigned to such duties meet with students at least two (2) hours every four (4) weeks.

Unless otherwise specifically stated in this subsection F., all other extracurricular assignments shall be performed by unpaid volunteers.

6. The following assignments shall pay at a rate of \$26.00 (for the 2008-2009 school year); \$27.00 (for the 2009-2010 school year); and, \$28.00 (for the 2010-2011 school year) per hour:

Internal Substitution
Lunchroom Supervision

7. Additional types of extra duty assignments may be added during the term of this Agreement. In the event that any such assignments are created, they shall be compensated at a rate of \$26.00 (for the 2008-2009 school year); \$27.00 (for the 2009-2010 school year); and, \$28.00 (for the 2010-2011 school year) per hour, as approved by the Superintendent or designee.

G. Additional Services

Any services requested by the Administration above and beyond the scope of an employee's normal duties shall be paid at the usual rate of extra duty pay. Such services may include, but are not limited to, LPDC, Grant Writing, Standardized Test Coordination, and In-service Presentations.

H. Shift Differential

Employees who work the evening shift (which currently starts at 2:00 p.m.) shall be paid an additional thirty cents (30 cents) per hour.

I. Overtime

Association custodians will be asked first (before temporary help) to perform any tasks requiring overtime. This should be done via seniority rotation. Overtime pay should be time-and-a-half. Temporary help will in no way stand between full time custodians and extra work that might be needed.

J. Mandatory Work On Weekends

1. Unless there is an emergency, there should be no mandatory work on weekends for custodial/maintenance staff or temporary help. If work is performed by the custodial/maintenance staff on Saturdays it will be at time-and-a-half, and on Sundays it will be double time.
2. The employee is responsible for answering alarm calls shall be paid for a minimum of two hours at time-and-a-half.
3. When school functions are scheduled on weekends, a custodian/maintenance employee may be present in the building and shall be paid for the time of the function plus one-half hour for set-up and one-half hour for take down.

K. Mileage for Travel Within the District

In the event that employees are assigned to more than one (1) building, employees so involved shall be compensated by the Board for mileage from one (1) school to the other at the maximum rate of Twenty Dollars (\$20.00) per month. Employees shall submit their mileage reimbursement by the end of each semester.

L. Longevity Compensation

Upon the completion of the fifteenth (15th) year of service, the District will pay such employee a one-time sum of \$100.00.

Upon the completion of the twentieth (20th) year of service, the District will pay such employee a one-time sum of \$250.00.

ARTICLE XVII – CONFORMITY TO LAW AND RESERVATION OF RIGHTS PROVISION

- A. It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of Calumet Public School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- B. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written amendment executed according to the provisions of this Agreement.
- C. Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, selection, or clause shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE XVIII – EFFECT OF AGREEMENT

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Association hereby understand and agree that:

- A. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
- B. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Association.

ARTICLE XIX – NO STRIKE CLAUSE

During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a withholding, of contractually required service, work stoppage, or strike, which would materially interfere with the administration of the School District.

The Association agrees to make a good faith effort to encourage employees violating this Section to cease such violation.

Nothing contained herein shall preclude the Board from seeking judicial relief in the event of a violation of this Article.

A. No Reprisals

No reprisals shall be taken against bargaining unit members due to Association activity connected to the negotiations leading to this Agreement.

ARTICLE XX – NEGOTIATION PROCEDURES

A. Authority To Bargain

It is the mutual responsibility of the Board and the CEA to confer upon their respective negotiating teams the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations and to reach tentative agreements which shall then be presented to the CEA, respectively, for ratification.

B. Beginning Of Negotiations

Negotiations shall begin no later than March 1 of the last year of the Agreement. The parties agree to meet at reasonable times and places beginning with that date and continue such formal negotiation until such time that an agreement has been reached. The Agreement, with such amendments as have been tentatively agreed upon, shall be submitted within ten (10) working days to the membership of CEA and the Board of Education for formal action. Ratification by both parties shall require a simple majority of votes cast.

C. Mediation

If the agreement is not ratified by July 1 and/or the parties agree that they are at impasse, the parties agree to jointly request the services of the Federal Mediation and Conciliation Service (FMCS) to provide a mediator as a means of attempting resolution of the items or items not as yet agreed upon.

D. Time Line Change

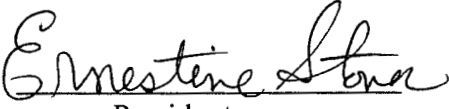
Time lines for the beginning of bargaining, mediation and ratification may be altered only by the express written agreement of both parties.

ARTICLE XXI – DURATION OF AGREEMENT

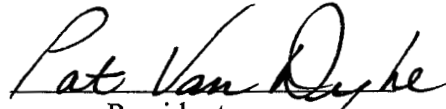
This Agreement will be effective July 1, 2008 – June 30, 2011 school term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted on the dates hereinafter set forth.

BOARD OF EDUCATION,
CALUMET PUBLIC SCHOOL
DISTRICT NUMBER 132


President

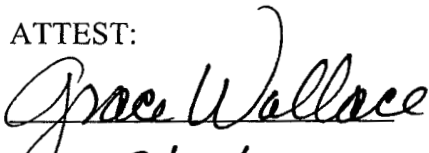
CALUMET EDUCATION
ASSOCIATION, IEA-NEA


President

Date: 9/2/09

Date: 9/2/09

ATTEST:


Date: 9/2/09

CALUMET PUBLIC SCHOOL DISTRICT 132
TEACHER SALARY SCHEDULE 2008-09

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
1	33,056	33,368	33,680	33,991	35,398	35,740	36,082	36,423
2	33,879	34,198	34,517	34,837	36,279	36,629	36,979	37,329
3	34,703	35,048	35,393	35,738	37,180	37,540	37,901	38,261
4	35,527	35,898	36,268	36,639	38,081	38,452	38,823	39,194
5	36,351	36,747	37,144	37,540	38,982	39,364	39,745	40,126
6	37,175	37,597	38,019	38,442	39,884	40,275	40,666	41,058
7	37,999	38,447	38,895	39,343	40,785	41,187	41,588	41,990
8	38,823	39,297	39,770	40,244	41,686	42,098	42,510	42,922
9	39,647	40,146	40,646	41,145	42,587	43,010	43,432	43,854
10	40,471	40,996	41,521	42,047	43,489	43,921	44,354	44,786
11		41,846	42,397	42,948	44,390	44,833	45,276	45,719
12		42,696	43,272	43,849	45,291	45,744	46,198	46,651
13		43,545	44,148	44,750	46,192	46,656	47,119	47,583
14		44,498	45,126	45,755	47,222	47,686	48,149	48,613
15		45,451	46,105	46,759	48,252	48,716	49,179	49,643
16			47,083	47,763	49,282	49,746	50,209	50,673
17			48,062	48,767	50,312	50,776	51,239	51,703
18			49,040	49,772	51,342	51,806	52,269	52,733
19			50,019	50,776	52,372	52,836	53,299	53,763
20			50,997	51,780	53,402	53,866	54,329	54,793

Longevity: Teachers with 20+ years of experience in the School District shall receive a salary increase of 3% over the prior year's salary.

BA Steps 11-20 and BA+10 Steps 16-20 shall receive .5% over the prior year salary.

CALUMET PUBLIC SCHOOL DISTRICT 132
TEACHER SALARY SCHEDULE 2009-10

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
1	33,221	33,535	33,848	34,161	35,575	35,919	36,262	36,605
2	34,048	34,369	34,690	35,011	36,460	36,812	37,164	37,516
3	34,895	35,224	35,553	35,882	37,367	37,728	38,088	38,449
4	35,744	36,099	36,455	36,810	38,295	38,666	39,038	39,409
5	36,593	36,975	37,356	37,738	39,223	39,606	39,988	40,370
6	37,442	37,849	38,258	38,666	40,151	40,545	40,937	41,330
7	38,290	38,725	39,160	39,595	41,081	41,483	41,886	42,290
8	39,139	39,600	40,062	40,523	42,009	42,423	42,836	43,250
9	39,988	40,476	40,963	41,451	42,937	43,361	43,785	44,210
10	40,836	41,350	41,865	42,379	43,865	44,300	44,735	45,170
11		42,226	42,767	43,308	44,794	45,239	45,685	46,130
12		43,101	43,669	44,236	45,722	46,178	46,634	47,091
13		43,977	44,570	45,165	46,650	47,116	47,584	48,051
14		44,851	45,472	46,093	47,578	48,056	48,533	49,010
15		45,833	46,480	47,128	48,639	49,117	49,593	50,071
16			47,488	48,162	49,700	50,177	50,654	51,132
17			48,495	49,196	50,760	51,238	51,715	52,193
18			49,504	50,231	51,821	52,299	52,776	53,254
19			50,511	51,266	52,882	53,360	53,837	54,315
20			51,520	52,300	53,943	54,421	54,898	55,376

Longevity: Teachers with 20+ years of experience in the School District shall receive a salary increase of 3% over the prior year's salary.

BA Steps 11-20 and BA+10 Steps 16-20 shall receive .5% over the prior year salary.

CALUMET PUBLIC SCHOOL DISTRICT 132
TEACHER SALARY SCHEDULE 2010-11

Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
1	33,387	33,703	34,017	34,332	35,753	36,099	36,443	36,788
2	34,218	34,541	34,863	35,186	36,642	36,997	37,350	37,703
3	35,069	35,400	35,731	36,061	37,554	37,916	38,279	38,641
4	35,942	36,281	36,620	36,958	38,488	38,860	39,231	39,602
5	36,816	37,182	37,549	37,914	39,444	39,826	40,209	40,591
6	37,691	38,084	38,477	38,870	40,400	40,794	41,188	41,581
7	38,565	38,984	39,406	39,826	41,356	41,761	42,165	42,570
8	39,439	39,887	40,335	40,783	42,313	42,727	43,143	43,559
9	40,313	40,788	41,264	41,739	43,269	43,696	44,121	44,548
10	41,188	41,690	42,192	42,695	44,225	44,662	45,099	45,536
11		42,591	43,121	43,650	45,181	45,629	46,077	46,525
12		43,493	44,050	44,607	46,138	46,596	47,056	47,514
13		44,394	44,979	45,563	47,094	47,563	48,033	48,504
14		45,296	45,907	46,520	48,050	48,529	49,012	49,493
15		46,197	46,836	47,476	49,005	49,498	49,989	50,480
16			47,874	48,542	50,098	50,591	51,081	51,573
17			48,913	49,607	51,191	51,682	52,174	52,666
18			49,950	50,672	52,283	52,775	53,266	53,759
19			50,989	51,738	53,376	53,868	54,359	54,852
20			52,026	52,804	54,468	54,961	55,452	55,944

Longevity: Teachers with 20+ years of experience in the School District shall receive a salary increase of 3% over the prior year's salary.

BA Steps 11-20 and BA+10 Steps 16-20 shall receive .5% over the prior year salary.

CALUMET PUBLIC SCHOOL DISTRICT 132
2008-2011 SALARY SCHEDULES

SECRETARIES											
Percent Increase	\$315	\$315	\$315	\$315	\$500	\$1,095	\$1,149	3.0%	3.0%	3.0%	3.0%
Years	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11		
1	17,955	18,270	18,585	19,085	19,085	19,085	19,281	19,859	20,455	21,069	
2	18,270	18,585	18,900	19,400	19,400	20,180	20,180	20,785	21,409	22,051	
3	18,585	18,900	19,215	19,715	20,495	21,329	21,329	21,969	22,628	23,307	
4	18,900	19,215	19,530	20,030	20,810	21,644	22,293	22,962	23,651		
5	19,215	19,530	19,845	20,345	21,125	21,959	22,618	23,296	23,995		
6	19,530	19,845	20,160	20,660	21,440	22,274	22,942	23,630	24,339		
7	19,845	20,160	20,475	20,975	21,755	22,589	23,267	23,965	24,684		
8	20,160	20,475	20,790	21,290	22,070	22,904	23,591	24,299	25,028		
9	20,475	20,790	21,105	21,605	22,385	23,219	23,916	24,633	25,372		
10	20,790	21,105	21,420	21,920	22,700	23,534	24,240	24,967	25,716		
11	21,105	21,420	21,735	22,235	23,015	23,849	24,564	25,301	26,060		
12	21,420	21,735	22,050	22,550	23,330	24,164	24,889	25,636	26,405		
13	21,735	22,050	22,365	22,865	23,645	24,479	25,213	25,970	26,749		
14	22,050	22,365	22,680	23,180	23,960	24,794	25,538	26,304	27,093		
15	22,365	22,680	22,995	23,495	24,275	25,109	25,862	26,638	27,437		
16	22,680	22,995	23,310	23,810	24,590	25,424	26,187	26,972	27,781		
17	22,995	23,310	23,625	24,125	24,905	25,739	26,511	27,307	28,126		
18	23,310	23,625	23,940	24,440	25,220	26,054	26,836	27,641	28,470		
19	23,625	23,940	24,255	24,755	25,535	26,369	27,160	27,975	28,814		
20	23,940	24,255	24,570	25,070	25,850	26,684	27,485	28,309	29,158		
21+	24,290	24,605	24,920	25,420	26,165	26,999	27,809	28,643	29,503		

CALUMET PUBLIC SCHOOL DISTRICT 132
2008-2011 SALARY SCHEDULES

SCHOOL CLERKS

Percent Increase	3%	3%	3%
Years	2008-09	2009-10	2010-11
1	10.00	10.00	10.00
2	10.30	10.30	10.30
3	10.61	10.61	10.61
4	10.93	10.93	10.93
5	11.26	11.26	11.26
6	11.59	11.59	11.59
7	11.94	11.94	11.94
8	12.30	12.30	12.30
9	12.67	12.67	12.67
10	13.05	13.05	13.05
11	13.44	13.44	13.44
12	13.84	13.84	13.84
13	14.26	14.26	14.26
14	14.69	14.69	14.69
15	15.13	15.13	15.13
16	15.58	15.58	15.58
17	16.05	16.05	16.05
18	16.53	16.53	16.53
19	17.02	17.02	17.02
20	17.54	17.54	17.54
21+	18.06	18.06	18.06

LICENSED PRACTICAL NURSE - LPN

Percent Increase	3%	3%	3%
Years	2008-09	2009-10	2010-11
1	27,348	27,348	27,348
2	28,168	28,168	28,168
3	29,013	29,013	29,013
4	29,884	29,884	29,884
5	30,780	30,780	30,780
6	31,704	31,704	31,704
7	32,655	32,655	32,655
8	33,635	33,635	33,635
9	34,644	34,644	34,644
10	35,683	35,683	35,683
11	36,753	36,753	36,753
12	37,856	37,856	37,856
13	38,992	38,992	38,992
14	40,161	40,161	40,161
15	41,366	41,366	41,366
16	42,607	42,607	42,607
17	43,886	43,886	43,886
18	45,202	45,202	45,202
19	46,558	46,558	46,558
20	47,955	47,955	47,955
21+	49,394	49,394	49,394

TEACHER AIDE					
2008-09			2009-10		
Percent Increase	3%	3%	3%	3%	3%
Years	30 + 60	BA	30 + 60	BA	BA
1	16,170	16,628	16,655	17,127	17,155
2	16,268	16,937	16,756	17,445	17,259
3	16,577	17,246	17,074	17,764	17,586
4	16,886	17,555	17,392	18,082	17,914
5	17,195	17,864	17,711	18,400	18,242
6	17,504	18,173	18,029	18,719	18,570
7	17,813	18,482	18,347	19,037	18,898
8	18,122	18,791	18,665	19,355	19,225
9	18,431	19,100	18,984	19,673	19,553
10	18,740	19,409	19,302	19,992	19,881
11	19,049	19,718	19,620	20,310	20,209
12	19,358	20,027	19,939	20,628	20,537
13	19,667	20,336	20,257	20,946	20,865
14	19,976	20,645	20,575	21,265	21,192
15	20,285	20,954	20,893	21,583	21,520
16	20,594	21,263	21,212	21,901	21,848
17	20,903	21,572	21,530	22,219	22,176
18	21,212	21,881	21,848	22,538	22,504
19	21,521	22,190	22,166	22,856	22,831
20	21,830	22,499	22,485	23,174	23,159
21+	22,139	22,808	22,803	23,493	23,487

Food Service	2008-09	2009-10	2010-11
Percent Increase	3%	3%	3%
Lunch Supervisor	15.66	16.13	16.61
Kitchen Assistant	15.89	16.37	16.86
Lunch Supervisor	17.86	18.40	18.95

LETTER OF AGREEMENT

DATED JULY 16, 2009

This Letter of Agreement is a joint understanding and shall be considered part of the Collective Bargaining Agreements between the Board of Education (the “Board”) of Calumet Public School District No. 132 (“District 132”) and the Calumet Education Association, IEA-NEA (the “Union”) effective from (1) the 2008-2009 school year through and including the 2010-2011 school year (the “New CBA”); and (2) the 2002-2003 school year through and including the 2006-2007 school year and as extended through the end of the 2007-2008 school year. This Letter of Agreement confirms and memorializes agreements reached between the Board and the Union with regard to the compensation of certain certified employees hired by District 132.

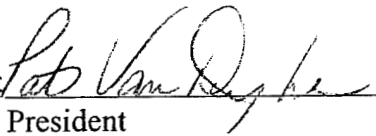
Until the New CBA is ratified by the Board, that portion of Section 4. 1. c. of the parties' Memorandum of Understanding Dated May 29, 2007 which relates to newly-hired Bilingual and Special Education teachers shall continue to be in force and effect, such that the Board and Union are bound to the following agreement:

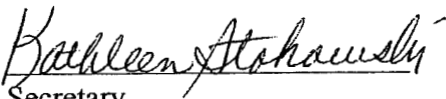
In addition to any other years of credit which may be given to a newly-hired teacher under the applicable CBA, the Superintendent, at his or her discretion, may grant up to an additional two (2) years of credit on the salary schedule to newly-hired Bilingual and Special Education teachers.

Once the New CBA has been ratified by the Board, Bilingual and Special Education teachers hired after the ratification date shall not receive an incentive of an additional two (2) years of credit on the salary schedule for the remaining term of the New CBA, unless otherwise agreed by and between the parties.

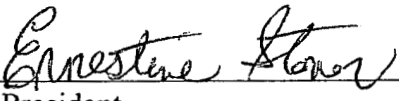
ACCEPTED AND AGREED:

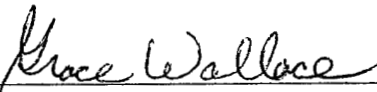
CALUMET EDUCATION ASSOCIATION,
IEA/NEA

By: 
President

Attest: 
Secretary

BOARD OF EDUCATION OF CALUMET
PUBLIC SCHOOL DISTRICT NO. 132,
COOK COUNTY, ILLINOIS

By: 
President

Attest: 
Secretary

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made as of August 20, 2009 by and between the BOARD OF EDUCATION (the "Board") OF CALUMET PUBLIC SCHOOL DISTRICT NO. 132, Cook County, Illinois (the "District") and the CALUMET EDUCATION ASSOCIATION, IEA/NEA (the "Union"). This Letter of Agreement constitutes a joint understanding; shall be considered part of the recently-negotiated collective bargaining agreement between the parties effective from the 2008-2009 school year through and including the 2010-2011 school year (the "CBA"); and, confirms and memorializes agreements reached between the Board and the Union with regard to the compensation of the District's bargaining unit members.

WHEREAS, the Board and the Union are parties to the CBA;

WHEREAS, the parties recently concluded negotiations over, and the District recently ratified, the CBA, which has a retroactive pay provision effective date of July 1, 2008;

WHEREAS, the CBA provides for employee salary percentage increases and increases in stipend payments for participating in extracurricular activities in the 2008-2009 school year, which have not been paid to employees, as salaries and extracurricular stipends remained frozen at their last rates of pay during the negotiations proceedings; and,

WHEREAS, the CBA also provides for certain retirement benefits to those employees who provided notice of same during the 2008-2009 school year, which were not paid (pursuant to agreement of the parties) during the process of CBA negotiations pursuant to *Ill. Admin. Code* tit. 80, § 1650.360.

NOW THEREFORE, it is hereby understood and agreed by the parties as follows:

1. Any employee who provided notice of the District of his or her retirement during the 2008-2009 school year in the manner required by the CBA shall receive, retroactively, any and all applicable salary percentage increases, post-retirement severance, local lump-sum retirement benefits and accrued unused sick day payouts, if any, set forth in the CBA that should have been paid under the CBA and were not because the CBA was not yet ratified at the time that the payments would otherwise have been made. In addition, the salary percentage increases, sick days used for creditable service and other such benefits shall be reported to the Illinois Municipal Retirement Fund ("IMRF"), or, as applicable, the Teachers' Retirement System ("TRS"), to the extent that they constitute "creditable earnings" as defined in Articles 7 and 16, respectively, of the *Illinois Pension Code*.

2. All bargaining unit employees on the salary schedule shall receive, retroactively, a lump sum equal to the difference between what each actually received in the 2008-2009 school year and the salary he or she would have received in the 2008-2009 school year under the CBA had the CBA been ratified prior to the 2008-2009 school year. In addition, all creditable earnings in these amounts will be reported by the District as creditable earnings to TRS, or IMRF, as applicable, pursuant to *Ill. Admin. Code* tit. 80, §§ 1650.360 and 1650.450 and 40 ILCS 5/7-139.

3. All bargaining unit employees who were supposed to be paid stipends for extracurricular activities in the 2008-2009 school year shall also receive, retroactively, a lump sum equal to the difference between what each actually received in the 2008-2009 school year and the stipend he or she would have received in the 2008-2009 school year under the CBA had the CBA been ratified prior to the 2008-2009 school year. In addition, all creditable earnings in these amounts will be reported by the District as creditable earnings to TRS, or IMRF, as applicable.

4. The District shall use its best efforts to report all creditable earnings to TRS and IMRF and pay all of the retroactive wage, sick day and stipend payments, as well as other retirement benefits, described in this Letter of Agreement to its bargaining unit employees on or before September 1, 2009.

5. Calculations for all of the lump sum amounts described in Sections 2 and 3 above, for each individual bargaining unit member by name, and copies of the TRS and IMRF reports described in Section 4 above, will be distributed to the Union when reasonably available or when reported/paid out, whichever comes first.

6. The total amount of retroactive pay, which is considered an award of "back salary" payable to bargaining unit members – both certified and non-certificated -- effective from the time period of July 1, 2008 through and including June 30, 2009, is One Hundred Two Thousand, Two Dollars and Twelve Cents (\$102,002.12). This pay is comprised of Ninety-Four Thousand, Two Hundred Thirty-Seven Dollars and Seventy-Two Cents (\$94,237.72) in regular salary pay and Seven Thousand, Seven Hundred Sixty-Four Dollars and Forty Cents (\$7,764.40) in extracurricular stipends, none of which would have been paid without reaching this Letter of Agreement. Other than the back salary described herein, all other payments for regular salaries and stipends were made to bargaining unit employees when due from July 1, 2008 through and including June 30, 2009.

ACCEPTED AND AGREED:

CALUMET EDUCATION ASSOCIATION,
IEA/NEA

By: Pat Van Dyke
President

Attest: Betty Stokowski
Secretary

BOARD OF EDUCATION OF CALUMET
PUBLIC SCHOOL DISTRICT NO. 132,
COOK COUNTY, ILLINOIS

By: Ernestine Stoner
President

Attest: Grace Wallace
Secretary