

COLLECTIVE BARGAINING AGREEMENT

Between

EAST MAINE SCHOOL DISTRICT 63

And

**EAST MAINE EDUCATION
ASSOCIATION**

August 16, 2016, through August 15, 2024

August 16, 2020, through August 15, 2021

August 16, 2021, through August 15, 2024

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PREAMBLE

Members of the East Maine Education Association, the Board of Education, and the District Administration commit ourselves to building a positive and effective working relationship.

We acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, and we further believe that a strong and effective system of communication is critical for the preservation and improvement of public education in Illinois.

To build our working relationship and create a climate of trust, we pledge to the following:

- Respect one another
- Be proactive vs. reactive
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize the dignity and contributions of each other
- Encourage and support risk-taking
- Build shared vision
- Presume positive intent

Specifically, the East Maine Education Association and the District Administration will do the following:

- Meet regularly to exchange thoughts and ideas and share information that will be inclusive of decisions that impact teachers and their students
- Expect both principals and members on committees to routinely share summaries from meetings with their respective staffs
- Utilize the IBB Problem Solving Process routinely
- Continually acknowledge the District's mission to empower all students to succeed in a changing world

Additionally, the leadership of the East Maine Education Association and the District Administration will do the following:

- Make every effort to co-sponsor at least one activity per year that promotes education and esprit de corps amongst staff and students
- Mutually attend respective leadership meetings for purposes of discussion, clarification, questions, and promoting positive relationships
- Share responsibilities of an internal communication tool

ARTICLE 1
RECOGNITION

- A. The Board of Education of East Maine School District 63, Cook County, Des Plaines, Illinois hereinafter referred to as the “Board”, recognizes the East Maine Education Association, hereinafter referred to as the “Association”, as the sole negotiations agent for all full-time and regularly employed part-time certificated personnel except the Superintendent, Assistant Superintendents, Executive Directors, Directors, principals, assistant principals, other central office supervisors and managerial employees, teacher assistants/aides, substitutes and other persons hereinafter employed who have the authority to make recommendations for hiring or transferring, assigning, promoting, discharging or disciplining other employees, or having the responsibility to make recommendations thereon to the Board, which authority or responsibility is a significant part of their assignment. The Board agrees that the foregoing shall not be construed as to exclude from the bargaining unit teachers now designated as team coordinators, departmental chair, literacy specialists, facilitators, or certified school nurses.
- B. Regularly employed non-tenured part-time teachers shall receive salary, sick leave, personal leave, and bereavement leave on a pro-rata basis, except that regularly employed part-time tenured teachers shall, in addition, be similarly entitled to insurance benefits on a pro-rata basis, subject to approval of the insurance carriers provided if such regularly employed non-tenured, part-time teachers are required to take a pre-employment physical examination, such shall be provided at the expense of the Board with a doctor provided by the Board. Unless otherwise noted, all other provisions of the Agreement shall be for the benefit of regularly employed full-time certificated teachers or on a pro-rata basis for regularly employed part-time tenured teachers.
- C. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph A of this Article 1.
- D. The parties acknowledge their mutual duty to bargain over wages, hours, and terms and conditions of employment provided that nothing herein shall (1) require the parties to bargain over matters of inherent managerial policy as defined by the Illinois Educational Labor Relations Act and (2) preclude the parties from agreeing to negotiate any matter nor preclude either party from proposing any matter for negotiations.
- E. As used herein, “school year” shall mean the fiscal year commencing July 1 and ending June 30. “School term” shall mean, as defined in The School Code, the period commencing the first day of teacher attendance pursuant to the school calendar adopted by the Board and concluding the final day of such calendar.

ARTICLE 2
ASSOCIATION AND TEACHER RIGHTS

- A. Teachers shall have the right to organize, join (or not join) and assist the Association, and to participate in professional negotiations with the Board.
- B. The Board shall not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his/her membership in the Association, or in negotiations with the Board, nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- C. The Board agrees that space shall be made available for posting notices of activities and minutes of meetings. The Association shall have the right to use faculty mailboxes, the District e-mail system (subject to the requirements of Board policy), and the Intra-District mail service (provided all required U.S. postage is paid by the Association) for a reasonable volume of appropriate announcements relating to the conduct of the Association's business. A copy of each notice or items so posted or distributed to three (3) or more teachers in a single school building shall be concurrently provided to the principal of the affected school building and to the Superintendent. Association notices shall be identified as such.
- D. The Association shall have the right to hold its meetings in a District school building, provided such meetings in no way interfere with any aspect of the instructional program, entail no additional maintenance or custodial expenses, and that the facilities are available. The Board may make a reasonable charge when such meetings entail additional maintenance or custodial expenses. The Association shall contact the Superintendent or designee regarding the availability of the desired District school building and make advance reservations for such prior to scheduling any meeting which is to be held in a District school building. This paragraph D shall be inapplicable to any meeting of more than twelve (12) persons where less than fifty percent (50%) of those attending are employees of the District.
- E. The President of the Association or designee shall be given written notice of any special or committee meeting of the Board, at least forty-eight (48) hours prior to the scheduled time of such meeting.
- F. The Board shall furnish to the President of the Association upon written request to the Superintendent or designee the most recent (1) annual financial report; (2) annual audit; (3) tentative budget; (4) adopted budget; (5) information concerning each teacher's salary, years of experience in the District, and education level; (6) latest projected building enrollment; and (7) a District seniority list, which shall be prepared by the Superintendent or designee by February 1 of each year, indicating:
 - 1. Total seniority in the District, effective for the current school year;
 - 2. Grade/group assignment for current applicable school year; and
 - 3. Types of licenses held by a teacher and on file with the Office of Superintendent as of November 1 of the current applicable school year.

- G. Names and addresses and tentative school and subject assignments of newly hired teachers shall be made available to the Association President or designee within ten (10) work days, exclusive of school holidays, after approval of their contracts by the Board.
- H.
1. When any teacher is required to appear before the Board or any Board committee concerning any matter which could directly affect the continuation of that teacher in his/her employment, or could affect his/her salary or any increment pertaining thereto, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview. Such representative may be an employee or agent of IEA-NEA.
 2. When any teacher is required to appear at a meeting with an administrator at which it is anticipated that disciplinary action against the teacher will be taken, such teacher shall be entitled to reasonable notice of such meeting and to have a representative of the Association present. Such representative may be an employee or agent of IEA-NEA. In no event shall the preceding sentence be applicable to a teacher-administrator conference conducted pursuant to Article 8 of this Agreement.
 3. If the contract of a non-tenured teacher is not renewed, and if such teacher has had proficient or better evaluations, upon his/her written request to the Personnel office, that teacher shall receive a letter of recommendation.
- I. For each teacher there shall be one official personnel file to be maintained at a single location, within the district, designated by the Board. Each teacher shall have the right, upon written request, to the Assistant Superintendent of Human Resources, to review the contents of his/her file and place therein written reactions to any of its contents, except as provided in Section I of Article 3. Such review shall not be applicable to confidential material such as recommendations by colleges or universities, or evaluations by previous employers.
- A representative of the Association may, at the teacher's request, accompany the teacher in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No material shall be permanently removed from any teacher's personnel file without the approval of said teacher. No teacher shall remove any material from his/her personnel file. A teacher shall have the right to duplicate the contents of his/her personnel file. Each teacher shall receive, within five (5) working days of its filing, a copy of all communications, including evaluations by supervisors or administrators, commendations and complaints directed toward the teacher which are to be placed in his/her personnel file. Such communications shall be clearly designated as having been placed in the teacher's personnel file.
- J. Within thirty (30) days of execution of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each teacher. The cost of such materials and their preparation shall be shared equally by the Board and the Association.
- K. The Association through its President shall designate a representative who shall be authorized to represent the Association at Board meetings. If the Board shall consider any proposed change of policy, such Association representative shall have the right to address the Board with

respect to such proposed policy change for a period not to exceed ten (10) minutes. In lieu thereof, if such Association representative shall have been notified of such proposed policy change at least seventy-two (72) hours in advance of the meeting, the Association's comments shall be submitted in writing, provided the Board may invite such representative to comment further thereon at the meeting. The Association President or designee shall have the right to address the Board for a period not to exceed ten (10) minutes with respect to the proposed budget at a regular Board meeting, provided he/she shall request the opportunity to do so in writing through the Superintendent at least twenty-four (24) hours in advance of the meeting. Any written report, provided by this Article which will be submitted by the Association President or designee, shall become part of the minutes of the Board meeting at which it is submitted.

- L.
 - 1. In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary or benefits, provided the Association reimburses the district for the cost of substitutes for an aggregate number of dates not to exceed fifteen (15) days in any school year used for such purposes and further provided the frequency of excused leaves does not impair the quality of classroom instruction. No individual teacher shall be granted more than five (5) days leave hereunder per school term, provided this sentence shall not be applicable to the Association President. Application for such leave shall be made in writing to the Superintendent or designee by the teachers involved at least four (4) teacher employment days in advance. Appropriate plans shall be made to ensure continuation of the learning environment during the leave days.
 - 2. The Association President shall be entitled to four (4) days per school year of released time without loss of salary or benefits for the purpose of meeting with the Superintendent or designee to discuss policy questions or issues affecting the implementation of this Agreement or terms and conditions of employment. Such released time shall be in one-half or full-day increments, provided forty-eight (48) hour notice (except in cases of emergency) is given to the Superintendent. The date and time of released time for meetings with the Superintendent or designee shall be contingent upon the availability of the Superintendent or designee. All such discussions shall not constitute negotiations. Such leave shall be non-cumulative.

In addition, the Superintendent or designee may initiate meetings with the Association president during the work day. The Association President or designee shall be notified of such proposed meeting as soon as practicable.
- M. Every reasonable effort shall be made to avoid a reprimand by an administrator of a teacher in the presence of another teacher, a parent, and/or a student.
- N. Except as noted below, any disciplinary action will be for just cause. The following activities and instances are not subject to the "just cause" standard:
 - 1. Teacher dismissal; and
 - 2. Notices to remedy; and
 - 3. Communication that does not result in a written disciplinary action.

- O. If disciplinary action is to be taken against a teacher as a result of a complaint by a student and/or parent, the affected teacher shall be notified of the complaint and must be given the right to respond to said complaint prior to such action being taken unless the safety and health of the students or other persons are in jeopardy.
- P. Upon the Association President's request, the Superintendent or designee shall meet with representatives of the Association (not to exceed five (5) in number) to discuss any proposed change(s) in any District policy or regulation regarding class size before such change(s) is (are) presented to the Board. The parties agree that such discussions shall not constitute negotiations. Any resultant understandings or agreements shall not be part of this Agreement or subject to the grievance procedure, unless the Board and Association otherwise expressly agree in writing or unless such discussion shall be mandatorily negotiable under the Illinois Educational Labor Relations Act.
- Q. Non-tenured teachers whose contracts are not renewed shall have the right to request a conference with the Superintendent or designee.
- R. Teachers shall not be denied academic freedom. As used herein "academic freedom" shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content, and within the planned instructional program so determined through normal curricular channels. The teacher shall present materials on opposing sides of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety.
- S. Any case of battery upon the teacher in pursuit of his/her duties shall be promptly reported to the Board or its designees. The Administration shall advise the teacher of his/her rights and obligations with respect to such battery.
- T. The Board and the Association have created a Committee to enhance problem-solving and communication. The Committee consists of one EMEA representative from each school and the Association President or designee, along with one representative from the other bargaining units appointed by their local leaders and five administrators appointed by the Superintendent. The Committee will meet on those occasions as mutually agreed. The committee members will jointly develop the meeting agenda and meetings will be co-facilitated by the Superintendent and the EMEA President.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. As defined in this Article, “days” shall mean teacher employment days except during the summer recess period when “days” mean days when the District office is open.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
4. If two or more teachers have the same grievance, a joint grievance may be presented and processed as a single grievance.

B. The parties hereto acknowledge that it is desirable for a teacher and immediately involved supervisor to resolve problems through free and informal communications, and to this end, the grievant shall make every reasonable effort to discuss the problem(s) with the appropriate supervisor prior to filing a formal grievance. When requested by the teacher, an Association representative may accompany the teacher to assist in informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

Step 1. The teacher or the Association shall present the grievance in writing to the supervisor immediately involved within twenty-five (25) days from the date of the occurrence-giving rise to the grievance or from the date when the grievant and/or the Association might reasonably have ascertained such occurrence. The supervisor shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Supervisor shall provide a written answer to the grievant and the Association within ten (10) days after the meeting, including reasons for the decision.

Step 2. If the grievance is not resolved at Step 1, then the grievance may be referred to the Superintendent or official designee within ten (10) days after receipt of the Step 1 answer or the time limits expire without the issuance of the written answer. The Superintendent or designee shall arrange for a meeting with the grievant and/or the Association to take place within ten (10) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent or designee shall have ten (10) days in which to

provide a written decision, with reasons, to the grievant and the Association.

Step 3. If the grievance cannot be settled at Step 2, the grievance may be submitted to the Board for its consideration. The aggrieved may present a written statement to the Board of Education with respect to such grievance. If the Board shall elect at its option to conduct a meeting with respect to such grievance, such shall be conducted in closed session with the Board or a committee of the Board, as the Board may designate. If the Board shall elect to hold a meeting, the Board President or designee shall provide a written response within ten (10) days of such meeting, such to be transmitted to the grievant and to the Association. If a meeting is not scheduled, then the Board will respond to the grievance in writing within ten (10) days of the Board meeting following the Board's receipt of the grievance at Step 3.

Step 4. If the Association is not satisfied with the disposition of the grievance at Step 2 or 3, as the case may apply, or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings unless the parties mutually agree upon an alternate procedure. If a demand for arbitration is not filed within thirty (30) days of the Board's answer at Step 3 or within thirty (30) days of the Superintendent or designee's answer if there is no Board meeting, then the grievance shall be deemed withdrawn.

If the grievance goes to arbitration:

1. The arbitrator shall have no power to alter the terms of this Agreement or to amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the District and/or the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement;
2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties;
3. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the transcript shall be furnished to the arbitrator, the cost of such shall be divided equally between the parties.

C. If the Association and Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

- D. Grievances involving an administrator above the building level may be initially filed at Step 2.
- E. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance that has been formally presented at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- F. When a teacher is not represented by the Association, the Association, at its written request, shall have the right to receive a copy of the formal disposition of the grievance.
- G. No reprisals of any kind shall be taken by the Board or the administration against a teacher because of his/her participation in this grievance procedure.
- H. Should the processing of any grievance require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall pay the cost of the substitute for the Association representative after the representatives are out of the classroom for more than five (5) days per school term.
- I. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. A grievance may be withdrawn at any level without establishing a precedent, but if the grievance is withdrawn, it shall be treated as never having been filed.
- K. If the Association or any teacher files any claim or complaint in any court of law or other appropriate governmental agency other than through the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through this grievance procedure. This Paragraph shall not prohibit the Illinois Educational Labor Relations Board from deferring a dispute to arbitration in accordance with its rules.
- L. Extensions of any time limit contained in this Article 3 shall be mutually agreed upon in writing.

ARTICLE 4
DUES CHECK-OFF/FAIR SHARE PROCEDURE

A. Dues Deductions

1. The Board shall deduct from the pay of each teacher the membership dues of the Association, provided that, at the time of such deduction, there is in the possession of the Board a written authorization form for dues deduction executed by the teacher. For teachers who are employed as of the first day of the school year, authorization forms shall be forwarded to the Business Office within ten (10) calendar days and dues deductions will begin September 15. For teachers hired after the start of the school year, such authorization forms shall be forwarded to the Business Office within ten (10) days of the teacher's start date and dues deductions will begin with the first pay period following receipt of the authorization form for the teacher. The annual membership dues shall be deducted in accordance with the provisions of the authorization form furnished by the Association. The authorization shall remain in effect from year to year unless the teacher revokes said authorization prior to September 1 of any year or terminates her/his employment with the District. The deductions shall be in an amount determined by the Association, subject to the following conditions:
 - a. In the event Association dues shall have increased from the previous year, the Association shall certify the amount of increase and total dues in writing to the Business Office by August 1 of the year in which the increase is to take effect;
 - b. Failure to notify the Business Office by August 1 will waive the Board's obligation to change the dues deduction for that year;
 - c. Except for National Education Association life members or part-time employees, dues to be deducted shall be the same for each teacher.
2. The amount to be deducted shall be prorated from each paycheck, starting September 15 and ending June 30.
3. All dues deducted by the Board shall be remitted to the Treasurer of the Association or designee no later than ten (10) business days after the payroll date for which such deductions are made.
4. The Association shall indemnify and hold harmless the Board, its members, non-teacher bargaining unit employees and agents from any and all claims, demands, suits, and costs incurred in connection with any claims, demands, or suits resulting from any reasonable action taken or omitted by the Board, its members, non-teacher bargaining unit employees and agents for the purpose of complying with the provisions of this Article 4.

ARTICLE 5

LEAVES

- A. Full-time teachers shall receive sick days based on years of service as follows:

Years	Days
1-6	14
7-8	15
9-13	16
14+	17

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption (i.e. the decision of the teacher to place a child for adoption). The immediate family, for purposes of this Article, shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave shall have unlimited accumulation. Any full-time teacher hired after the start of school shall receive sick leave days pro-rated from the date of hiring to the end of the school year.

Teachers who retire from the District who have unencumbered District earned sick days available will be compensated post-retirement at the rate of \$50.00 per District earned sick day for each day that is unencumbered. "Unencumbered sick days" shall be defined as unused sick days that have not been applied toward an increase in retirement benefits through the TRS and/or IMRF.

Sick leave shall not be applicable to surgical or other procedures which may be postponed without a significant medical effect to the summer recess or a school holiday or time when teachers are not required to be in the school building.

If any teacher shall have exhausted all accumulated sick leave, the teacher shall be granted leave of absence without pay for illness or disability for the balance of the school year.

In the event of a protracted illness of the teacher, the Board may grant additional illness leave of absence without pay, provided that the granting of such leave to one teacher shall not set a precedent for the granting of such leave to any other, but that each case shall be judged upon its own merits at the sole discretion of the Board.

- B. Each teacher shall be entitled to three (3) days of personal/business leave without loss of pay for matters which cannot be handled during non-school days or hours. Such leave shall be non-cumulative. No reason for such leave need be given, except as follows, provided:
1. Written application for such leave shall be made to the Superintendent or designee at least two (2) teacher employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with

an explanation of such emergency; and such leave shall not be granted during the first five (5) or the last five (5) teacher employment days of each school term or the teacher employment day immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays, emergencies, school visitation in accordance with the *School Visitation Act*, or unique circumstances, which shall be explained.

2. Personal/business leave for a proper purpose shall not be denied arbitrarily. Each day of personal/business leave used shall be deducted from accumulated sick leave. A teacher, who shall, by February 1, have made application to utilize all three personal/business leave days for the observance of recognized religious holidays, shall be entitled to use one (1) other day as personal/business leave for a reason authorized herein.
- C. In case of any accident or injury to a teacher which shall be occasioned by the negligence of the Board or as a consequence of an assault upon the teacher by a student, which accident or injury shall have occurred in the course of and arising out of employment and while the teacher was acting pursuant to the Board policy, the Board shall continue the teacher's salary (but not including any extracurricular or other stipends) in full. At such date, as the teacher shall begin to receive Worker's Compensation payments, the teacher shall immediately advise the District Business Office of his/her receipt of such payments, and the Board shall reduce its salary payments to the teacher in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the teacher.
- This Paragraph shall cease to be effective one hundred eighty (180) calendar days after the event-giving rise to such payment or on such date as the teacher would otherwise qualify for disability payments of any type under the Illinois Teacher's Retirement System, whichever shall first occur.
- D. In the case of death in the immediate family or household, including aunts and uncles, teachers shall be granted up to four (4) days of bereavement leave per death without loss of pay. Immediate family or household shall be defined as set forth in the School Code. Bereavement leave is apart from sick leave and is non-cumulative. Teachers may use sick leave for additional days of leave for death in the immediate family or household. If sick leave is exhausted, additional days may be applied for to the Superintendent or designee as leave without pay.
- E. 1. Paid Childbirth/Child Rearing/Parental/Adoption Leave
- All teachers are entitled to use up to 60 days of unused accumulated sick leave for the birth, adoption, or placement of a child for adoption; provided, however, any available FMLA leave shall run concurrently with such sick leave usage. A teacher's use of available sick leave for birth, adoption, or placement for adoption shall be governed by the Illinois School Code and any amendments thereto which may become effective during the period of this agreement.
- a. Prior to using sick days for the birth of a child (i.e., childbirth/ child-rearing/parental leave), the teacher will:

- i. Advise the Superintendent or designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy and shall provide a written statement from her obstetrician or legally qualified health care provider indicating the expected date of delivery and his/her opinion that the teacher may safely continue in her employment, including the performance of all regular duties. Application for such paid leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child; and
 - ii. Provide written verification of the birth from appropriate medical professional.
 - iii. In addition, a teacher returning from such leave shall submit evidence from her qualified physician that she is medically able to perform all of her teaching duties.
 - b. Prior to using sick days for adoption or placement of a child for adoption, the teacher will:
 - i. Advise the Superintendent as soon as practicable of the anticipated date of adoption or placement of the child with the adoptive parent(s). If possible, application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated date of adoption or placement; and
 - ii. Provide written verification of the adoption or placement from the appropriate adoption agent or agency.
2. Unpaid Childbirth/Child Rearing/Parental/Adoption Leave
- a. Tenured Employees: A tenured teacher shall be eligible for childbirth/childrearing/parental/adoption leave subject to the following:
 - i. Childbirth/Child Rearing/Parental Leave - In instances of the teacher's (or teacher's spouse's) pregnancy, the teacher will advise the Superintendent or designee of the fact of pregnancy no later than the fourth (4th) month of pregnancy and shall provide a written statement from her obstetrician or legally qualified health care provider indicating the expected date of delivery and his/her opinion that the teacher may safely continue in her employment, including the performance of all regular duties. Application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
 - A teacher returning from a childbirth/child-rearing/parental leave shall submit evidence from her qualified physician that she is medically able to perform all of her teaching duties.
 - ii. Adoption Leave/Placement for Adoption Leave - In the case of adoption or placement for adoption, the teacher will advise the Superintendent as soon as practicable of the anticipated date of

adoption or placement of the child with the adoptive parent(s). If possible, application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated date of adoption or placement; and

The following shall govern all unpaid childbirth/child-rearing/parental/adoption leave granted to tenured employees:

- iii. The teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event shall the leave commence later than the actual date of delivery or adoptive placement of the child or exceed the balance of the school year in which it is commenced and one (1) additional school year. A tenured teacher on such leave shall not have his/her continued contractual status affected by virtue of such leave, provided this provision shall not assure any rights not available to other tenured teachers.

The Board will maintain group health insurance benefits for teachers on childbirth/child-rearing/parental/adoption leaves to the same extent it maintains such benefits for other employees for the first twelve (12) calendar weeks of the leave.

Teachers who commence a childbirth/child-rearing/parental/adoption leave after the first day of the school year will have their sick leave allotment for that year pro-rated to the nearest whole day if the leave exceeds twelve (12) weeks, except that the teacher's sick leave allotment for that school year shall not be less than ten (10) days.

Teachers who are on a childbirth/child-rearing/parental/adoption leave at the start of the year and who return to work during the year shall have their sick leave days pro-rated if the leave exceeds twelve (12) weeks, except that the teacher's sick leave allotment for that school year shall not be less than ten (10) days.

Teachers who are on a childbirth/child-rearing/parental/adoption leave for the entire school year shall not be allocated sick leave days for that year.

For purpose of advancement on the salary schedule, a teacher who shall be employed for more than ½ of the school year shall be entitled to advancement thereon as though the entire school year has been completed.

The period of leave shall be without salary or payment of fringe benefits and insurance premiums, except as otherwise provided by

law. With the consent of the insurance carrier, the employee may maintain medical insurance by making timely payments of all premiums to the District Administrative Office or elsewhere as may be directed.

Any employee on childbirth/parental/child-rearing/adoption leave of absence shall notify the Superintendent in writing by March 1 (unless the leave begins after March 1, in which case the employee shall notify the Superintendent by July 1) of their desire to return to employment the following school year. If such notice is not given by the designated date, the employee shall be deemed to have resigned. If the leave is for the first half of the school year only, the employee shall notify the Superintendent by November 15 of his/her intention to return at the beginning of the second semester.

- b. Probationary/Non-tenured Employees - Under special circumstances, an unpaid childbirth/child-rearing/parental/adoption leave may be granted to a non-tenured teacher by action of the Board, subject to all of the foregoing and any applicable law with respect to tenure acquisition.
 - i. Time spent on FMLA leave shall count as “employment days” and shall not constitute a break in service for purposes of acquisition of tenure.

The granting of such leave to one non-tenured teacher shall not constitute a precedent for the granting of leave to any other, but each case will be judged upon its own merits.

- F. If sabbatical leaves are granted by the Board, they shall be granted in accordance with section 24-6.1 of The School Code. The notification date for return from leave shall be February 1 for the next school term.
- G.
 - 1. A leave of absence of up to two (2) years without pay may be granted to any tenured teacher, upon application to the Superintendent or designee, for the purpose of participation in:
 - a. Exchange teaching programs in other states, territories, or countries;
 - b. Foreign or military teaching programs; Peace Corps, Teacher Corps or Job Corps as a full-time participant;
 - c. Cultural travel or work programs related to his/her professional responsibilities; or
 - d. Leave for professional study may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.
 - 2. To qualify for such leave, the teacher shall state his/her intent to return to District
 - 3. The teacher shall receive the negotiated salary increases received by the bargaining unit members during his/her time on leave. This shall not be applicable to subparagraph G.1.d and G.1.e of this Article 5.

4. The continued contractual service status of a teacher shall not be affected because of absence while on leave as provided herein.
- H. The continued contractual service status of a teacher shall not be affected by virtue of his/her induction or enlistment for military duties in any branch of the armed forces of the United States. Full years of such military service shall be equivalent to years of teaching experience to a maximum of two (2) years. The teacher shall receive the negotiated salary increases received by the bargaining unit members during his/her time on leave.
- I. A leave of absence, without pay, of three (3) years shall be granted to any tenured teacher upon application in writing to the Superintendent or designee, sixty (60) days in advance of the school term, for the purpose of service as an elected officer of the Illinois Education Association or the National Education Association. The teacher shall not receive the negotiated salary increases received by the bargaining unit members during his/her time on leave. The continued contractual service status of a teacher shall not be affected because of absence on leave as provided herein.
- J. A leave of absence, without pay, shall be granted to any tenure teacher upon application to the Superintendent or designee for the purpose of serving in an elected state or national public office to the extent necessary for such activities. The teacher shall not receive the negotiated salary increases received by the bargaining unit members during his/her time on leave. The continued contractual service status of a teacher shall not be affected because of absence while on leave as provided herein.
- K. With approval of the Superintendent or designee, teachers may be permitted to attend professional conferences, meetings, or workshops without loss of salary. The Board shall pay all reasonable expenses in connection with such meetings unless the teacher shall otherwise agree. Every effort shall be made to distribute leave for the purposes described herein as equitably as possible among all teachers. Application for leave hereunder may be made for any conference, meeting, or workshop to be held during the school term.
- L. The Board shall pay the regular salary to teachers called to serve as jurists or subpoenaed to appear before legal panels as witnesses. The teacher shall retain any sums received for such service.
- M. A teacher shall have the right to use three (3) special days of leave to attend to matters concerning the birth or adoption of his/her child. Such special days of leave, if used, shall be deducted from the teacher's accumulated sick leave.
- N. Nothing herein contained in this Article shall be interpreted in any way to violate the Family Medical Leave Act (FMLA). Leaves granted pursuant to these provisions shall be coordinated with the FMLA to the extent allowable by law.

ARTICLE 6
VACANCIES AND TRANSFERS

- A. The Superintendent or designee shall have posted in all school buildings a notice of all vacancies, including grade level and/or subject area, as they occur. Such notice shall be posted in school buildings and the central office for a minimum of five (5) business days (days when the central office is open), except within fourteen (14) calendar days of the start of the school year, in which case notice shall be posted for a minimum of two (2) business days. Prior to the filling of any vacancy, the administrator responsible for filling or recommending the filling of such vacancy shall first review and consider all such applications for voluntary transfers submitted during the preceding twelve (12) months. New and vacant positions will be filled based upon consideration of certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience. Seniority will not be a factor unless all other factors are determined by the District to be equal. A copy of current vacancies shall be sent to the Association President or designee. Failure of the Association President or designee to receive a posting shall not limit the right of the District to fill any vacancy.
- B. Transfers - Voluntary
A teacher who desires to transfer from one team to another or from one subject matter field to another in the same school will make his/her desires known in writing to the principal of his/her school. Any teacher who desires to transfer from one school to another shall write a letter requesting the transfer to the Superintendent or designee.
If the Board elects to fill a vacancy by the appointment of a teacher, and more than one teacher applies, the Board shall select a teacher based upon consideration of certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience (including grade level and/or teaching area experience). Seniority will not be a factor unless all other factors are determined by the District to be equal. Teachers who apply for a vacancy will receive written notice acknowledging that their application will be considered for such vacancy. Voluntary transfer will not be honored during the school year unless such transfer is determined by the Superintendent or designee to be in the best interest of the students. If the applying teacher was involuntarily transferred within the preceding twenty-four (24) calendar months, and all other factors are equal, preference shall be given to such teacher.
- C. Transfers - Involuntary
If involuntary transfers become necessary due to the overall reduction of teachers in a particular District building, the Board shall first consider volunteer(s) to accept such transfer(s), provided such volunteer(s) are certified and qualified to fill the position(s) to which they are seeking the transfer. In the event there are insufficient volunteer(s), the Board shall first transfer, from the District building reducing the number of teachers, the teacher(s) with the least length of service in the District and are certified and qualified to fill the position(s) to which they are transferred. The Superintendent or designee shall consult with any teacher who, because of a reduction-in-force, must be involuntarily transferred from one District building to another. The purpose of such consultation is to determine that teacher's preference for any available position which became available because of the reduction in staff and to which the teacher may be legally transferred. Any

teacher's request for such available position shall be in writing and include each teacher's first, second, and third choice. After reviewing all requests, the Superintendent or designee shall assign such teachers based upon considerations of seniority in the District, grade level and/or teaching area experience, and professional and legal qualifications. If he/she shall request, a teacher(s) thus involuntarily transferred shall be given the reason in writing for such transfer. Any teacher affected by an involuntary transfer shall be notified promptly and shall be released by the Board from his/her contract if he/she so requests, within ten (10) school days thereafter, provided the resultant vacancy need not be posted.

Where a tenured teacher is transferred for reasons other than a reduction-in-force, the teacher may request and will be afforded an opportunity to meet and discuss with the principal the reasons for the transfer. The teacher may request and have an Association representative at this meeting if the teacher so chooses.

ARTICLE 7

REDUCTION-IN-FORCE

If the Board deems it necessary to decrease the number of teachers employed by the District or to discontinue some particular type of teaching service, such reductions in force will be accomplished in accordance with Section 24-12 of the School Code and other applicable sections of the School Code. Written notice shall be given to the teacher by mail and certified mail (return receipt requested) or personal delivery at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore, and, in all such cases, the sequence of dismissal will be in accordance with Section 24-12 of the School Code.

A. **SB 7 Joint Committee**

Annually, a Senate Bill 7 Joint Committee (“SB7 Joint Committee”), as defined within Section 24-12 of the Illinois School Code, shall convene by December 1. The SB 7 Joint Committee shall be composed of equal representation with half of the membership representing the Board, and half representing the Association. The SB 7 Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the SB 7 Joint Committee must be approved by a majority of the members of the SB 7 Joint Committee by February 1 annually.

Prior to seventy-five (75) calendar days before the end of the school year, the Superintendent shall consult with the Association President and review a draft of the sequence of honorable dismissal list required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Association President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Association President of any changes in the list made between the time of consultation with the Association President and any reduction in force action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term.

B. **Honorable Dismissal List**

Annually, the District will establish an Honorable Dismissal List based on a categorization of each Teacher into one or more positions for which the Teacher is qualified to hold, based upon legal qualifications, certifications, endorsements, and any other qualification established in a District job description, on or before May 10 prior to the school year during which the sequence of dismissal is determined. Copies of the List, showing each teacher by name and categorized by positions and the groupings as defined in Section C below, shall be distributed to the Association at least seventy-five (75) calendar days before the end of the school term.

C. **Grouping of Teachers within Honorable Dismissal List in accordance with the Illinois School Code.**

On the Honorable Dismissal List, Teacher will be “grouped” as follows:

Group 1: Group 1 will consist of each non-tenured Teacher who has not received a summative performance evaluation rating; who is employed for one school

term or less to replace a teacher on leave; or who is employed on a part-time basis as defined in Section 24-12(b)(1);

Group 2: Group 2 will consist of Teachers with a “Needs Improvement” or “Unsatisfactory” summative performance evaluation rating on either of the Teacher’s last two (2) summative performance evaluation ratings;

Group 3: Group 3 will consist of each Teacher with a summative performance evaluation rating of at least “Satisfactory” or “Proficient” on both of the Teacher’s last two (2) summative performance evaluation ratings if two (2) ratings are available, or on the Teacher’s last summative performance evaluation rating, if only one rating is available unless the Teacher qualifies for placement into Group 4;

Group 4: Group 4 will consist of each Teacher whose last two summative performance evaluation ratings are “Excellent” as well as each Teacher with two “Excellent” summative performance evaluation ratings out of the Teacher’s last three summative performance evaluation ratings with a third rating of “Satisfactory” or “Proficient.”

Annually, the District, in consultation with the Association, shall also prepare a seniority list showing the length of continuing service of each teacher who is qualified to hold any positions and distribute a copy of this list to the Association at least seventy-five (75) days before the end of the school year.

D. Order of Dismissal

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

1. Within Group 1, the sequence of dismissal is at the sole discretion of the District.
2. Within Group 2, the sequence of dismissal is based on the average of the last two summative performance evaluation ratings, if two ratings are available, or the teacher’s last summative performance evaluation rating if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient” or “Satisfactory”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the lowest average summative performance rating shall be dismissed first. Teachers with the same average summative performance evaluation rating shall be dismissed based on seniority, with teachers that have shorter length of continuing service with the District dismissed first.
3. Within Groups 3 and 4, the sequence of dismissal is based on seniority, with teachers that have shorter length of continuing service with the District dismissed first.

E. Seniority

Seniority shall be defined as continuous service in the District. Less than full-time teaching service will be computed on a pro-rata basis. Continuous employment shall not be deemed

interrupted by any Board-approved leave of absence. Whether leave is considered a break in service for probationary teachers is determined in accordance with the School Code. Any unpaid leave of absence in excess of sixty (60) workdays will not be counted in the computation of seniority.

When seniority is applicable under Section 24-12 of the School Code, ties in seniority between teachers within a Group will be broken by applying the following criteria to each teacher involved:

1. Relevant teaching experience in the assignment;
2. Overall teaching experience; and
3. District evaluation ratings.

F. Recall

In the event the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the school term following the reduction in force, the positions thereby becoming available shall be tendered to the teachers who were in Group 4 and Group 3 and are qualified to hold such positions, based upon legal qualifications and any other qualifications established in a District job description on or before May 10 prior to the date of the position becoming available. Teachers from Groups 3 or 4 shall be eligible for recall in reverse order of dismissal.

In addition, if the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term, the positions thereby becoming available shall be tendered to the teachers who were honorably dismissed from Group 2 due to one "Need Improvement" rating on either of the teacher's last 2 summative performance evaluation ratings, provided that, if 2 ratings are available, the other summative performance evaluation rating must be at least Proficient, and who are qualified to hold the positions based upon legal qualifications and any other qualifications established in a District job description on or before May 10 prior to the date of the position becoming available.

Notice of recall shall be sent to teachers by certified mail (return receipt requested) to the last address submitted to the Superintendent or designee by the teacher with a copy to the Association President or designee. The notice will include the telephone number of an appropriate administrator in order to facilitate an immediate response. Failure of a teacher to affirmatively respond to such notice within ten (10) calendar days of his/her receipt or within twenty (20) calendar days of its mailing, whichever is less, shall terminate a teacher's recall rights. If the recall notice is sent less than twenty-one (21) days before the start of the school term, failure of a teacher to affirmatively respond within three (3) calendar days of his/her receipt shall terminate a teacher's recall rights.

In addition, the posting of such vacancy shall not be required as set forth in Article 6, Paragraph A.

Teachers are responsible for informing the Superintendent or designee of any changes in their qualifications and/or contact information (address, telephone number, and email address).

All teachers are responsible for submitting to the Superintendent or designee, by November 1 of each year, credentials, transcripts, and/or certificates (as required by State Board of Education Document No. 1) establishing his/her eligibility to teach in the grade, and/or instructional areas other than the grade, and/or instructional areas to which he/she is currently assigned.

ARTICLE 8
TEACHER EVALUATION PROCEDURE

The Board and the Association have developed a Teacher Evaluation Plan for all teachers covered by this Agreement. The Board and Association will continue to collaborate to develop the Teacher Evaluation Plan consistent with the requirements of the Illinois School Code. Evaluations will be conducted pursuant to the procedures in the Teacher Evaluation Plan.

- A. Non-tenured teachers shall be observed at least three (3) times, of which two (2) must be formal evaluations, by March 1 each school year. At least one formal observation will occur by November 1. Teachers in contractual continued service with a rating of proficient or excellent on their previous evaluation shall be observed at least two (2) times, one of which must be a formal observation, by February 1 every other school year. Teachers in contractual continued service with a rating of needs improvement or unsatisfactory on their previous year's evaluation shall be observed at least three (3) times, of which two (2) must be formal observations, by February 1 in the next school year after receiving that rating.
- B. Non-tenured teachers shall be evaluated at least once each school year by March 15. Teachers in continued contractual service with a rating of proficient or excellent on their previous evaluation shall be evaluated at least once every other school year by March 15. Teachers in continued contractual service with a rating of needs improvement or unsatisfactory on their previous year's evaluation shall be evaluated at least once by March 15 in the next school year after receiving that rating.
- C. On or before the first day of school or the first day of employment and before the evaluation process begins, the building principal or immediate supervisor shall provide each teacher with a copy of, and training on, the Teacher Evaluation Plan.
- D. Within ten (10) school days of a formal teacher observation, the evaluator shall meet with the teacher to discuss the evidence collected at the observation, judgements made about the evidence, and provide a written summary of the observation. The teacher shall acknowledge receipt of such written summary.
- E. The Administrators shall use such procedures, instrument(s), or form(s) as are set forth in the District's Teacher Evaluation Plan. All teacher evaluations will be completed no later than March 15. Receipt of the evaluation shall be acknowledged by the teacher's signature.
- F. The teacher shall have the right to attach written comments regarding the evaluation within ten (10) school days after receipt of the written evaluation. Receipt of such attachment shall be acknowledged by the Administrator's signature.
- G. A joint Board-Association committee composed of administrators and teachers will annually review the District's Teacher Evaluation Plan and recommend changes, if any, to the Board for approval.
- H. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, in the event, a normally scheduled school day is canceled District-wide, teacher observation, and evaluation due dates will be extended by the equivalent number of days.

ARTICLE 9
TEACHER ASSIGNMENTS AND RESPONSIBILITIES

A.

1. The teacher's regularly scheduled day in all schools shall not exceed seven (7) hours and fifteen (15) minutes. The teacher day shall begin no earlier than 7:20 a.m.
2. The teacher workday includes a duty-free lunch period equal to that of the students but in no case less than forty (40) minutes at the 7th and 8th-grade level and fifty (50) minutes at the elementary level.
3. The parties acknowledge that the portion of the teacher day prior to the onset of the student day may be utilized for meetings, conferences or staffing, so as to maximize the availability of teacher planning periods scheduled within the student day. This paragraph shall not be construed to preclude the assignment of teachers to the necessary supervision of students or other teacher responsibilities prior to the onset of the regular student day.
4. Notwithstanding any other provision of this Article 9, teachers are expected to remain in their buildings after the regular teacher day until students have had a reasonable opportunity to leave the District property, provided that the end of the student day shall be no less than five (5) minutes prior to the end of the regular teacher day.
5. Teachers shall be required to attend four (4) evening conferences, the first to be designated as an open house and the remaining three (3) as parent-teacher conferences. Teachers assigned to more than one school building shall be required to attend only one open house determined jointly by the teacher and the building administrators at each of the assigned schools. Teachers shall be given comparable administratively scheduled compensation time for all such evening conferences beyond the first evening conference. The Board agrees that the meetings will not be held on a Friday.
6. Except as provided for in Sub-paragraph A.4 of this Article 9, teachers shall not be required to participate in faculty meetings or activities outside the regularly scheduled teacher day. Student staffing and parent-teacher conferences shall not be scheduled to commence outside the regularly scheduled day without the consent of the teacher.
7. Teachers will be informed in writing of their **TENTATIVE** assignments for the following school year by June 1st. If the **TENTATIVE** assignment is changed after June 1st, a reason will be given for the change.
8. School Start/End Times beginning with the 2020-2021 school year
 - Early Learning Center
 - Staff: 7:40 – 2:55
 - AM Students: 8:40 – 11:10
 - PM Students 12:15 – 2:45
 - Teacher planning time will be provided during the first hour of the work day.
 - Elementary

- Staff: 7:20 – 2:35
- Students: 7:55 – 2:25
- Middle School:
 - Staff: 8:15 – 3:30
 - Students: 8:25 – 3:25

B. Elementary Planning Time

1. Elementary classroom teachers shall have the right to use for preparation time the period during which their classes are receiving instruction in music, art, library, or physical education by another teacher. Classroom teachers in kindergarten through grade 6 shall have four (4) hours each week of planning time scheduled during the student day. Planning time may not be available during interruptions to the normal workday or workweek.
2. Special area teachers and the pre-Kindergarten teachers in the elementary grades shall arrange with the building principal for four (4) hours each week of planning time, in a manner which will not adversely affect the necessary teaching and supervising of students or other necessary activities of such special area teachers. Planning time may not be available during interruptions to the normal workday or workweek. If necessary, special education teachers and pre-Kindergarten teachers may arrange with the building principal for in-class planning time during the teacher day in a manner that will not adversely affect the necessary teaching and supervising of students or other necessary activities of such teachers. Record keeping and report writing shall be deemed appropriate for completion during planning time.
3. The parties agree that every effort will be made to maximize teacher planning time. However, planning time may be used for co-planning, teacher observation and evaluation conferences, IEP/Domain meetings, or other meetings with administration concerning matters relating to teachers and students. Whenever possible, other meetings scheduled during planning time shall be limited to one meeting each week, not to exceed 50 minutes scheduled at the end of the planning period.
4. In the event of program changes that affect the amount of planning time, the EMEA and the Board will meet to negotiate the impact of such program changes on the amount of teacher planning time.

C. Middle School Planning Time

Teachers assigned exclusively at Gemini Middle School shall not be compelled, except as circumstances otherwise clearly require, to have more than 1400 minutes of instruction per week. Such instructional time shall not be administratively scheduled so as to require more than six (6) instructional sections and one (1) advisory section per day. Advisory sections shall be considered one-half (1/2) of an instructional period for the purposes of this Article 9. The foregoing shall not preclude the rescheduling or rearrangement of the student day into some new format as long as the teacher load as prescribed herein shall not be substantially increased.

D Compensatory Planning Time

In the event, a teacher loses ten (10) minutes or more of a regular planning period due to a student-crisis situation or shortage of substitute teachers, compensatory planning time will be provided. In order to receive compensatory planning time, the affected teacher who loses planning time for the above reasons must submit the Lost Planning Time Form to the building administrator by the end of the next school day. The building administrator, in consultation with the affected teacher, will make every effort to schedule compensatory planning time within five (5) student attendance days but no later than ten (10) student attendance days after receipt of the Lost Planning Time form. When agreement cannot be reached, the building administrator will schedule the compensatory planning time for the teacher. Compensatory planning time will be calculated in five-minute increments, rounded up to the next five-minute interval and whenever possible, will be scheduled in a single block of time.

A student crisis situation in this context is understood to be a sustained emotional or physical reaction by the student that requires adult intervention. The teacher will make every effort to inform the building administrator that a student is in crisis, which may result in a loss of planning time. The building administrator will make efforts to remove the teacher from the crisis situation when appropriate so that planning time is not lost. Teachers who choose to remain with the student(s), barring extenuating circumstances, will not be awarded compensatory planning time.

E. The Board of Education and the EMEA are committed to developing a superior performing school district with high academic expectations and performance for all students.

The Board shall make every effort to employ a substitute in the absence of a teacher responsible for providing instruction. In the case of small group instruction, such as provided by Special Education Resource Teachers and ELL/Bilingual resource teachers, the District will endeavor to hire substitute teachers. The Board will not seek to employ substitute teachers for literacy specialists, Reading Recovery teachers, and interventionists.

F The length of the teachers' work year shall not exceed one hundred eighty-four (184) days, with the exceptions described below. Three (3) of the 184 days will be used for teacher inservices on educational topics such as technology, bilingual education, special education, etc. One (1) of the 184 days will be scheduled near the end of the school year and designated as a cross-team articulation/records day with no students in attendance.

Instructional coaches, facilitators, and coordinators will work up to one hundred ninety-four (194) days with up to five (5) days scheduled prior to the start of the school year and up to five (5) days scheduled at the end of the school year. Certified School Nurses will work up to one hundred eighty-nine (189) days with up to five (5) days scheduled prior to the start of the school year. Each work day will be no longer than 7.25 hours with a duty-free lunch and will be compensated at the contractual rate.

Newly hired teachers are required to participate in a two-year mentoring program, without additional pay for the following:

1. Four (4) days prior to the onset of the regular school term of the teacher's first full year of employment (not to exceed 6.5 hours each); and

2. No more than five (5) employment days during the first full school year of employment for the purposes of professional development; and
3. Four (4) sessions after school during the first full year of employment (not to exceed 2 hours each plus travel time), one (1) of which will be used for end-of-the-year reflection activities. . In the second year of employment, one (1) session after-school (not to exceed 2 hours plus travel time) and completion of an online digital resources course will be required.

No meeting shall end later than 6:00 p.m. Employment days shall be defined as days on which teachers are required by the Board to be present in the District.

- G Commencing no later than the 2003-2004 school year, all pupil attendance days shall start five (5) minutes earlier than in the 2001-2002 school year, thereby resulting in the accumulation of an equivalent amount of nine (9) early release days for the purpose of collaboration, professional development, articulation, and other appropriate activities.

A staff development committee shall be convened by December 20, 2002. The committee shall consist of ten (10) members, half named by the EMEA from School Leadership Teams, half by the Superintendent, one of whom will be the Assistant Superintendent of Curriculum and Instruction. The committee shall meet four (4) times each school year to recommend and assess staff development priorities and programs.

- H The Board agrees to maintain the current levels of teacher-pupil contact time existing in the primary and intermediate grade levels for the 2002-03 and 2003-04 school years only, subject to changes as may be reasonably required to comply with federal, state, or local laws or regulations. For the 2004-05 school year the Board agrees that it will not alter the current levels of said teacher-pupil contact time without notifying the Association in writing by April 15, 2004, that it may increase such teacher-pupil contact time in the 2004-05 school year, and giving the Association the opportunity to make a timely demand to bargain with the Board over a decision. The scope of bargaining during such mid-term negotiations may include, but shall not be limited to, salary increases, and additional compensation for the involved teachers who are directly affected by the increase in teacher-pupil contact time. Either party may request the assistance of a mediator.

- I The Board of Education has an interest in providing superior performing schools with high performance and expectations for all students. Therefore, the Board acknowledges the need for maintaining reasonable class sizes consistent with instructional needs, legal guidelines, district finances, and physical space limitations. As such, the Board of Education will review periodically its class size policy as it relates to these concerns and “best practices” research and amend as necessary.

In reviewing District annual student enrollment for purposes of establishing class sizes in all grades, the Board will make a good faith effort to create building level class sizes in grades K-6 where the building average class size will not exceed 25:1. In striving to achieve this building-average guideline, the Board will consider the financial resources of the District, building space limitations, and the availability of relevant certified and qualified teachers.

If teachers have concerns about size or composition of classes, a conference with the principal and the building EMEA representative will be arranged to discuss how to resolve the concern. The teacher(s) and the EMEA President may appeal the decision of the principal to the Superintendent for final resolution.

J. Job Sharing

Job sharing is a voluntary program providing two (2) tenured teachers the opportunity to share one full-time equivalent teaching position.

1. Application/Approval Process

Proposals for job sharing assignments must be submitted to the building principal for approval by February 1 for the following school year. Upon the recommendation of the principal, proposals will be forwarded to the Superintendent/designee for final approval. Job sharing participants will be informed of approval or denial of the proposal by April 1st. Approving or denying a job-sharing request shall be at the discretion of the Administration and not subject to grievance.

2. Length of Job Sharing Assignment

The length of a job-sharing assignment shall be for one school year and may be extended on an annual basis by the Superintendent/designee upon the recommendation of the building principal, if another request to renew is made by the job-sharing participants by February 1 for the following school year.

In the event one participant requests a leave of absence or resigns, the remaining participant shall have the option of completing the plan as a full-time teacher, requesting an unpaid leave of absence, finding another acceptable job sharing replacement, or requesting that the District hire a part-time substitute.

At the end of the job-sharing assignment, the participants will return to an available full-time equivalent teaching position in the District.

3. Job Responsibilities

Job share positions will be divided by half days (AM/PM). The building principal will attempt to develop an equalized planning time schedule, but equal planning time is not guaranteed and will follow the regular class schedule.

The job share participants are required to attend institute days, open house, in-service days, workshops, parent-teacher conferences, and as necessary, IEP meetings. Each participant will be responsible for any information disseminated at a faculty meeting, and for collaboration with each other on a regular basis to best meet student needs.

Whenever possible, job share partners will be responsible for substituting when the other partner is absent.

4. Tenure and Seniority

Job sharing partners will retain their tenure status and seniority earned at the time of the job share assignment. The participants will continue to accrue seniority equivalent to 50% of the school year notwithstanding any other provision of the agreement. Participation in a job-sharing assignment will not constitute a break in continuous full-time service. Each year of participation in a job share assignment will constitute one-half year of service.

5. Compensation and Benefits

Participants in job-sharing positions shall receive the negotiated salary increase and salaries shall be prorated according to the time worked.

Subject to the approval of the insurance carrier, job-sharing participants will be eligible for medical, life, and disability insurance as provided in Article 1, B. and Article 11, F. of the current collective bargaining agreement between the Board of Education and the East Maine Education Association. Participants will be responsible for one-half of the Board share of the cost for these benefits. Sick, personal and bereavement leave shall be prorated at 50%.

- K For the purpose of effectively providing the Least Restrictive Environment for students with an Individual Educational Plan, there will be a clear transition plan developed in consultation with administration, special education staff, and an assigned general education teacher, preferably prior to the placement of students with low-incidence disabilities. Whenever possible, the plan will include 24-hour notification for the general education teacher, necessary training for teachers, and opportunities for ongoing collaboration between the general education teachers, special education staff, and administration. Class size decisions will be made with the specific needs of the students in mind.

ARTICLE 10

TEACHER RETIREMENT

A. Teacher Retirement Program

1. Eligibility

A retirement program shall be available for the duration this Agreement for the teachers who meet all of the following eligibility criteria:

- a. Completed at least 15 years of full-time teaching service in the District; and
- b. Eligible to retire and receive a regular pension annuity under TRS rules and regulations; and
- c. Have filed for participation in the retirement program of TRS with a retirement date of June 30 but no later than June 30, 2028, provided, however, that this retirement program shall not be available to any teacher who elects to participate in the Modified Early Retirement Option or whose retirement requires the Board to pay to TRS a contribution or “penalty;” and
- d. Submitted a Letter of Intent to Retire, in which the employee declares retirement in one of the following scenarios:
 - The employee declares the intent to retire the year s/he first becomes eligible for a non-discounted retirement under the current rules of the Teacher Retirement System (TRS); or
 - The employee declares the intent to retire one (1) year after s/her first becomes eligible for a non-discounted retirement under the current rules of the Teacher Retirement System (TRS); or
 - The employee declares the intent to retire two (2) years after s/he first becomes eligible for a non-discounted retirement under the current rules of the Teacher Retirement System (TRS); or
 - For any teacher who is already eligible for a non-discounted retirement, in which the employee declares retirement at the end of the 2016-17 school year; or
 - Any teacher who is first eligible for a non-discounted retirement at the end of the 2018-19 school year, may declare retirement in June 2020 in order to access four years of the 6% stipend.

2. Procedures

In order to be eligible to participate in this retirement program, a teacher must submit the Irrevocable Notice of Retirement to the Human Resources Office before February 1 of any year of this Agreement, setting forth a desired retirement date at the end of a school year not later than June 30, 2028. The Board may, in unusual circumstances and in its sole discretion, permit a teacher whose Notice of Retirement has been accepted to rescind the Notice. The Association agrees that the Board’s decision regarding a request to rescind a Notice of Retirement is non-grievable, non-reviewable, and non-precedential. Any teacher allowed to rescind

the Notice will be required to pay back to the District the value of any benefits received hereunder and through to date rescission was approved. The method and timeframe for any such repayment will be determined by the Superintendent/designee after consultation with the affected teacher(s).

Teachers submitting an Irrevocable Notice of Retirement shall be notified of the Board's decision on their request no later than March 1 of the year the Notice was submitted.

Participating teachers who elect to retire under the provisions of this program with a retirement date after June 30, 2024, will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

3. Benefit

a. Stipend

As a voluntary retirement benefit for teachers who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings in the following manner:

- For teachers retiring in the year of eligibility for a non-discounted retirement, his/her salary will be increased by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District, in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to receive. A retiring teacher may receive no more than four (4) years of 6% creditable earning increases under this program.
- For teachers retiring one year following the year of eligibility for a non-discounted retirement, his/her salary will be increased by 5% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District, in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to receive. A retiring teacher may receive no more than four (4) years of 5% creditable earning increases under this program.
- For teachers retiring two (2) years following the year of eligibility for a non-discounted retirement, his/her salary will be increased by 4% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District, in lieu of any other raise, step, or other creditable earning increase the teacher may otherwise have been entitled to receive. A retiring teacher may receive no more than four (4) years of 4% creditable earning increases under this program.

- This increase will be granted beginning in the school year in which the teacher gives notice as provided above. A retiring teacher may receive no more than four (4) years of the creditable earnings increases under this program. A teacher for whom an extra-duty or extra-schedule stipend was part of the teacher's creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase exceeding 6% over the teacher's prior year's creditable earnings.

4. Post-Retirement Sick Days Payment

Teachers who retire with the district under the provisions of this retirement program who have unencumbered District earned sick days available will be compensated post-retirement at the rate of \$50.00 per District earned sick day that is unencumbered. "Unencumbered sick days" shall be defined as unused sick days that have not been applied toward an increase in retirement benefits through the TRS and/or IMRF. Payment for these days will be made post-retirement.

5. Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond June 30, 2024, nor shall the same be regarded as a policy, custom, practice, or contractual agreement between the parties beyond such date. Nothing in this Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this Agreement after June 30, 2024.

B. Service Bonus (No longer subject to the eligibility requirements in Section A)

A post-retirement service bonus shall be paid to all retirees in the month of January following the teacher's retirement date. The amount of the bonus will be determined by the total number of years of full-time teaching employment in the District the teacher has at the time of retirement.

<u>Total Years of F.T. Teaching</u>	<u>Bonus per Year</u>
10-14	\$200
15-20	\$300
21-25	\$400
More than 25	\$500

ARTICLE 11
COMPENSATION AND ECONOMIC FRINGE BENEFITS

A.

1. Compensation for teachers will be paid pursuant to the process described in this Article 11.

School Year	Salary Increase
2016-2017	4.00%
2017-2018	3.00%
2018-2019	2.50%
2019-2020	*CPI + 2% (Capped at 4.5%)
2020-2021	4.1%
2021-2022	4.5%
2022-2023	4.0%
2023-2024	4.0%

*For FY20, salary increases will be CPI plus 2% with a cap at 4.5%. The calculation of the CPI to be used will be the average CPI of calendar years 2017 and 2018. CPI is defined as the All Urban Consumer CPI, as used by the Property Tax Extension Limitation Law for the tax levy. The New Hire Placement Schedule for FY20 will be developed in cooperation with the EMEA president.

New Hire Compensation

a. Critical Needs Hiring: Any limitation set by Board policy or practice on awarding prior experience credit to new hires will not apply to areas denoted by the Superintendent annually as “critical needs.” The term “critical needs” shall be defined as subject/expertise areas identified by the Illinois State Board of Education or the Federal Office of Education as experiencing a shortage of qualified teacher candidates. The Superintendent will annually notify the EMEA President of the identified “critical needs” areas as experienced by the District.

In filling “critical needs” positions the Board shall pay the market rate required to fill such positions. Once hired and the compensation level is established, individuals shall thereafter progress in the same manner as other members of the bargaining unit under the provisions of this Agreement. In the event people new to the District in these positions are hired at a salary higher than current teachers with the same or more experience and education level assigned to the same/similar positions, the salaries of such current teachers shall be equalized to that paid the new employees. Any such adjustment will be made on a one-time-only basis; thereafter these current teachers shall progress in the same manner as other members of the bargaining unit. Annually the Superintendent will review

with the EMEA President the “critical needs” hires, their salaries, and any equity adjustment required for current teachers, as noted above.

b. New hires for positions not listed as “critical needs” will be compensated pursuant to the New Hire Placement Schedule in Appendix A, with prior experience credit awarded. In the event people new to the District in these positions are hired at a salary higher than current teachers with the same or more experience and education level assigned to the same/similar positions, the salaries of such current teachers shall be equalized to that paid the new employees. Any such adjustment will be made on a one-time-only basis; thereafter these current teachers shall progress in the same manner as other members of the bargaining unit. Annually the Superintendent will review with the EMEA President any equity adjustment required for current teachers, as noted above.

- i. For the 2016-2017 school year, employees new to the District will be compensated at the greater of the FY16 salary schedule placement or the FY17 negotiated compensation levels.
 - ii. For the 2018-19 school year, employees hired in the 2017-18 school year will be compensated at the greater of the FY19 New Hire Placement Schedule or the negotiated salary increase for 2018-19.
 - iii. For the 2019-20 school year, employees hired in the 2018-19 school year will be compensated at the greater of the FY20 New Hire Placement Schedule or the negotiated salary increase for 2019-20.
2. Full-time teachers will receive the negotiated salary increase each year of the contract, except that teachers hired with one half or less of the school year remaining will not receive the negotiated salary increase until completion of the next full year.
3. Any teachers employed as of the 2016-2017 school year will be eligible for the following longevity payment:

15-20 years of service	\$500 Annually
21-25 years of service	\$1,000 Annually
26+ years of service	\$1,500 Added to base salary

For purposes of movement towards the longevity steps, a teacher who shall be employed for more than one-half of the school term shall be entitled to advancement thereon as though the entire school term has been completed.

4. For the 2016-2017 school year, salary increases for teachers will be paid in a lump sum retroactive to the start of the school year.
- B. In order for an advanced degree or endorsement to apply toward a salary increase, the coursework must be:
1. On the District prepared list of approved institutions in Appendix B. In the event the institution is not on the approved list, approval will be at the discretion of the Superintendent or his designee.
 2. Pre-approved, in writing, by the Superintendent or designee before the first session of study;
 3. An advanced degree (i.e., Master's or Doctorate) directly related to the profession of teaching or a new endorsement.

An unofficial transcript of a completed advanced degree and/or an unofficial transcript of an endorsement along with proof of application for said endorsement must be provided to the Superintendent by November 1 to be eligible for the applicable salary increase for the first semester and by February 15 for a salary increase for the second semester. Official transcripts for an advanced degree must be provided within six (6) months thereafter or the teacher involved shall be returned to the appropriate salary exclusive of credit for said courses. Documentation of an earned endorsement, including official transcripts and confirmation of the endorsed license, must be provided within six (6) months thereafter or the teacher involved shall be returned to the appropriate salary.

Teachers are eligible for a salary increase for up to a combined total of three additional approved advanced degrees and/or endorsements/approvals listed below. The following amount will be added to the employee's base salary, which is then compounded with the annual percentage increase. An endorsement received as part of an advanced degree will result in the appropriate endorsement increase. Upon completion of the advanced degree, the increase will be equalized to the advanced degree rate.

Advanced Degree: \$4,000

Additional Endorsement/Approval:
\$1,900 for endorsements in the critical needs areas, reading specialist, ESL, and the ESL/Bilingual/early childhood special education approvals.

\$1,250 for all other endorsements

C. Tuition Reimbursement

Any full-time teacher who has completed at least three (3) years of employment in the District shall be eligible for tuition reimbursement.

In order to be eligible for tuition reimbursement, the coursework completed by the teacher must meet the following requirements:

1. The coursework must have been pre-approved, in writing, by the Superintendent or designee and be part of an advanced degree program (Master's or Doctorate) or lead to a new teaching certificate or area of endorsement;

2. Appear on the District prepared list of approved institutions in Appendix B. In the event the institution is not on the approved list, approval will be at the discretion of the Superintendent or his designee.
3. The teacher must receive a grade of “B” or better or pass the course if the course is on a “pass/fail” basis.

A pre-approval form must be submitted to the Superintendent prior to enrollment in the course. The form must be fully completed and may include attachments that more fully explain the purposes and benefits of the course, as well as the degree program to which the course applies. The Superintendent will render a decision within fifteen (15) calendar days of receipt of the pre-approval form.

For the duration of this Agreement, the Board shall make available the aggregate amount of \$30,000, annually, for teacher tuition reimbursement. Unspent money annually will not be available in any subsequent year.

Actual tuition cost shall be reimbursed provided the teacher submits a paid receipt for said tuition to the Superintendent, along with proof of successful course completion, by June 30 of the school year for which reimbursement is sought. Upon receipt of all of the required documentation by June 30, the aggregate tuition pool will be distributed by dividing the aggregate pool equally among those eligible teachers who have submitted the required documentation. Official transcripts must be provided within three (3) months thereafter or all monies paid for tuition reimbursement shall be returned to the District prior to the next pay period or said money shall be deducted from the teacher’s pay.

To be eligible for tuition reimbursement, the teacher must return to District employment the year following the reimbursement and remain employed by the District for at least two (2) years thereafter (i.e., a total of three (3) years). This service requirement will apply to each annual reimbursement received by the eligible teacher. However, this returning service requirement will not apply to teachers involuntarily terminated due to a reduction-in-force, non-renewal, or dismissal for cause prior to receipt of the reimbursement.

A teacher who experiences a life-altering event may appeal to the Board of Education to waive the minimum service requirement noted above. Life-altering events would be instances that would prevent the teacher from completing the minimum service requirement noted above. In the event the Board does not approve waiving the minimum service requirement, the teacher would forfeit any future salary increases attributable to the coursework, as well as be required to reimburse the District for salary increases received as a result of prior coursework and reimburse the District for tuition reimbursement received to date.

A teacher who fails to complete the degree program or certification/endorsement program within a five (5) year time span for which tuition reimbursement was received will forfeit any future salary increase(s) attributable to the coursework for which tuition reimbursement was received. Additionally, such teachers will be required to reimburse the District for salary increases received as a result of such coursework and reimburse the District for tuition reimbursement received to date.

- D. The Board agrees that it will not alter its existing policy, and the Superintendent will not alter any administrative regulation pertaining to credit for prior teaching experience, without first notifying the Association and providing the Association with a reasonable opportunity to submit its views thereon to the Board.

E. Additional Conditions for Compensation

A maximum of two (2) years' of salary increases for military service will be given to teachers. The military increases will be granted to those teachers whose educational training or teaching service was interrupted as a result of the military service. These increases will be given to our present staff members who have not previously received such increases. An honorable discharge is required in order to obtain such salary increases.

- F. All full-time teachers will be eligible for coverage under the District's medical insurance plan. The District shall maintain a group health insurance plan, group term life insurance, and group disability insurance.

For 2013-2014, for all teachers electing insurance coverage, the Board of Education will contribute one-hundred percent (100%) of the premium for HMO Illinois single coverage towards the premium for the plan selected by the teacher, provided, however, that in no event may a teacher receive more than the actual cost of the coverage chosen. The teacher is responsible for any premium in excess of the HMO Illinois single premium.

Beginning in 2014-2015, all teachers electing insurance coverage will pay five percent (5%) of the premium for single HMO Illinois coverage, and the Board of Education will contribute ninety-five percent (95%) of the premium for HMO Illinois single coverage towards the plan selected by the teacher, provided, however, that in no event may a teacher receive more than the actual cost of the coverage chosen. However, if the teacher participates in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), the Board will contribute 100% of the premium for HMO Illinois single coverage toward whichever plan the teacher chooses (plus one, family, or other) available at the time, provided, however, that in no event may a teacher receive more than the actual cost of the coverage chosen. The teacher is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the teacher's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening. The insurance on all dependent (family) coverage will also be on a contributory basis regarding premium payment by the individual teacher.

Married teachers, both of whom are employed by the Board, will each be entitled to the Board contribution for single coverage as noted above, but in no event may such teachers receive more than the actual cost of coverage chosen. Teachers hired prior to June 1, 1995, may elect cash in lieu of insurance in the amount of \$500.00. It is understood that teachers hired after June 1, 1995, do not have the option of choosing to receive cash in lieu of insurance benefits.

Each teacher will be provided term life and disability insurance in a minimum amount equal to the teacher's annual salary rounded to the nearest thousand dollars.

For each school year of the Contract, teachers shall make a binding election of coverage hereunder prior to May 31 of the preceding school year. If a teacher is employed after June 1st of the previous school year, such election shall be made within ten (10) days of employment. The insurance provided hereunder shall continue in effect for the duration of this Agreement. If a teacher shall be employed by the Board for any period less than five (5) working days following receipt by the District Business Office of the new teacher's notice of election of coverage and shall continue in effect until the end of the insurance year. Insurance coverage for teachers employed after the commencement of the school terms shall be effective as soon as the same can be accomplished with the consent of the insurance carrier(s).

If, at any time during the term of this Agreement, the Board shall become obligated as a result of statutory enactments to pay any portion of the teacher's health and/or major medical coverage, whether as a contribution toward an existing policy of insurance or as part of a government-sponsored benefit program which includes health and/or major medical protection or otherwise compels the Board to provide some specific health and/or major medical protection, the benefits provided herein for such health and/or major medical coverage shall be reduced accordingly.

If any time during the term of this Agreement, an insurance carrier selected by the Board to provide any of the coverages assured hereunder shall prescribe a minimum participation by employees of the district, and if such minimum participation is not present, the Board shall make a bona fide effort to secure comparable coverage with a carrier who does not require such minimum participation. Failing such, a sufficient number of teachers shall be required to elect such insurance coverage in a ratio equal to the percentage which teachers bear to total employees of the District so that if a similar requirement is made applicable to all employees in the District, such minimum required participation is assured. The teachers required to elect such coverage on an involuntary basis shall be determined by inverse seniority, i.e., the teachers with the least seniority shall be the first affected. As used herein, "seniority" shall be as defined under reduction-in-force. Anything in this section to the contrary notwithstanding, a teacher shall be excused from such mandatory participation if he/she can secure a replacement teacher to voluntarily elect such insurance participation from among those teachers who would not otherwise be affected by this provision.

Joint Health Insurance Committee

A Joint Health Insurance Committee will be convened and maintained to review options to contain or reduce the cost of health insurance coverage. The Committee shall be composed of representatives from each employee group, three (3) of whom will be named by the EMEA and also the Board of Education. The Committee will be co-chaired by the Superintendent or designee and the EMEA President or designee, who shall both be responsible for scheduling meetings and preparing necessary documentation for each meeting. The Committee will meet as deemed necessary, but no less than quarterly each year. The Committee will maintain minutes of its meetings for distribution on the District intranet system.

Working in a collaborative fashion, Committee recommendations will be made by consensus. The Committee will have access to all relevant information, as allowed by law, necessary to function. The Committee may utilize individuals, who are not Committee

members, as resources to assist in performing Committee work. Recommendations, if any, of the Committee will be made to the Board of Education for review and consideration. Such recommendations may be used by the Board and the various bargaining unit representatives in future collective bargaining.

G. Extra Duty

1. Effective with the start of the 2021-2022 contract year, all stipend, duties, and rates will be increased by 4.5% and thereafter will not increase during the term of this extension to August 15, 2024.
2. A teacher shall be compensated for Board-approved extra duties at \$2006.40 per unit for the duration of this Agreement.
3. A unit shall be equivalent to 42 hours of extra-duty time.
4. Upon approval, more than one (1) teacher may handle a single extra duty. In such instances, the teachers shall be compensated pro-rata.
5. Lunchroom supervisors performing services for the full lunch period, not to exceed one (1) lunch period per day, shall be compensated at the rate of \$4507.09 for the duration of this Agreement.
6. Gemini staff will be compensated at the rate of \$12.54 per twenty minute lunch period.
7. All extra duties shall be announced in writing by the appropriate administrator. Teachers may make application for any extra duties by filing such in writing to the building principal or other supervisor who may be designated by the Superintendent.
8. Extra duty assignments will be compensated at \$33.96 per hour for the duration of the Agreement.
9. When a teacher teaches a full class period as an internal substitute at Gemini Middle School, in addition to the teacher's base salary the teacher's rate of pay for that class period shall be \$21.00 per period.

H. Board Payment to Teachers' Retirement System

From a teacher's salary, the Board shall deduct and remit a sum equal to nine percent (9.0%) of the amount due such teacher, to the State of Illinois Teachers' Retirement System. It is the intent of the parties by this Agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution to

the State of Illinois Teachers' Retirement System as a condition of employment made in order to secure the teacher's future services, knowledge, and experience.

The balance of the amount due each teacher pursuant to such salary shall be payable as salary installments as otherwise provided herein, provided the Board shall deduct all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System for the account of such teacher.

Internal Revenue Service Revenue Rulings indicate that the amounts paid the State of Illinois Teachers' Retirement System are properly excludable from the gross income of the teacher for income taxation purposes, and the District will not withhold Federal and State income taxes on funds remitted to the State of Illinois Teachers' Retirement System on behalf of teachers.

- I. All annuity payments should be forwarded for deposit to proper companies within ten (10) business days after payroll date for which such bi-monthly deductions are made.

ARTICLE 12
NEGOTIATION AND IMPASSE PROCEDURE

- A. The Board and the duly-designated representatives of the Association agree to participate in good faith negotiations.
- B. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations and to reach tentative agreement.
- C. Each party to negotiations shall select its negotiating representatives, provided that the Board shall not select a teacher as any of its representatives and the Association shall not select a member of the Board or an employee of the Board who is not a teacher.
- D. Negotiations shall begin in the calendar year in which this Agreement terminates unless both parties agree to an alternative date. Meetings shall be held as necessary, at times and places agreed to by both parties.
- E. When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval.
- F. If after a reasonable period of negotiation and within ninety (90) days before the scheduled start of the upcoming school year, the parties engaged in collective bargaining have reached impasse, either party may petition the Illinois Educational Labor Relations Board ("IELRB") to initiate mediation or request a mediator through the Federal Mediation and Conciliation Service.
- G. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, the parties shall seek to agree upon a mediator. If the parties fail to reach such agreement within seven (7) calendar days, the parties shall select a mediator from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation service is unable for any reason to provide a mediator within ten (10) calendar days after being so requested, the parties shall select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.
- H. Once a mediator has been appointed or selected, the mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement. Any time after fifteen (15) days of mediation, either party may initiate the public posting process. The mediator may initiate the public posting process at any time fifteen (15) days after mediation commenced. Initiation of the public posting process must be filed with the IELRB and copies must be submitted to the parties the same day. Within seven (7) days after the initiation of the public posting process, each party shall submit to the mediator, the IELRB, and the other party in writing the most recent offer of the party, including a

cost summary. Seven (7) days after receipt of the parties' offers, the IELRB will make the offers public.

ARTICLE 13
NO STRIKE

The Association, its officers, agents, and members, and bargaining unit members shall not engage in strikes, work stoppages, or other concerted action or refuse to fully perform job functions and responsibilities or otherwise disrupt the operations of the District during the term of this Agreement.

ARTICLE 14
DURATION AND EFFECT OF AGREEMENT

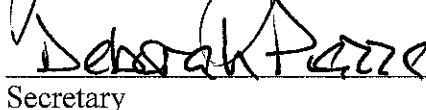
- A. The terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written Amendment, executed according to the following provisions:
1. Either party may initiate a meeting to alter, change, add to, delete from or modify the current Agreement.
 2. When the Association and the Board reach tentative agreement on all matters to be included in the Amendment, these items shall be reduced to writing and shall be submitted to the membership of the Association for ratification. After ratification by the Association, it will be submitted to the Board for official approval.
 3. The Amendment shall become effective upon ratification by the Association and approval by the Board and shall continue in effect for the duration of the Agreement.
- B. Should any article, paragraph, sub-paragraph, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, paragraph, sub-paragraph, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it has violated the law. The remaining articles, paragraph, sub-paragraph, section or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, paragraph, sub-paragraph, section or clause.
- C. This agreement shall become effective upon ratification by the Association and approval by the Board and shall continue in effect until August 15, 2020.

IN WITNESS WHEREOF:

FOR THE BOARD OF EDUCATION
EAST MAINE SCHOOL DISTRICT NO. 63



President



Secretary

Dated: 4/5/2017

FOR THE EAST MAINE
EDUCATION ASSOCIATION



President



Secretary

Dated: 4-5-2017

APPENDIX A

NEW HIRE PLACEMENT SCHEDULE

<u>FY18</u>				<u>FY19</u>			
<u>Placement</u>	<u>B</u>	<u>M</u>	<u>M+M</u>	<u>Placement</u>	<u>B</u>	<u>M</u>	<u>M+M</u>
<u>0</u>	<u>\$42,432</u>	<u>\$46,366</u>	<u>\$51,655</u>	<u>0</u>	<u>\$43,387</u>	<u>\$47,409</u>	<u>\$52,817</u>
<u>1</u>	<u>\$42,536</u>	<u>\$46,479</u>	<u>\$51,780</u>	<u>1</u>	<u>\$43,493</u>	<u>\$47,525</u>	<u>\$52,946</u>
<u>2</u>	<u>\$42,638</u>	<u>\$46,591</u>	<u>\$51,905</u>	<u>2</u>	<u>\$43,599</u>	<u>\$47,641</u>	<u>\$53,075</u>
<u>3</u>	<u>\$43,704</u>	<u>\$47,756</u>	<u>\$53,203</u>	<u>3</u>	<u>\$43,704</u>	<u>\$47,756</u>	<u>\$53,203</u>
<u>4</u>	<u>\$44,906</u>	<u>\$49,069</u>	<u>\$54,665</u>	<u>4</u>	<u>\$44,906</u>	<u>\$49,069</u>	<u>\$54,665</u>
<u>5</u>	<u>\$46,143</u>	<u>\$50,419</u>	<u>\$56,170</u>	<u>5</u>	<u>\$46,143</u>	<u>\$50,419</u>	<u>\$56,170</u>
<u>6</u>	<u>\$47,774</u>	<u>\$52,404</u>	<u>\$57,713</u>	<u>6</u>	<u>\$47,774</u>	<u>\$52,404</u>	<u>\$57,713</u>

For purposes of placement on the placement schedule, Certified School Psychologists and Certified Social Workers will be placed in the M+M lane, on the step commensurate with Board policy specific to credit for previous experience.

Certificated employees shall be allowed full credit on the compensation plan up to 5 years full-time teaching experience prior to District 63 and 1/2 year credit for each full year between 6 to 12 years of experience. For service after 12 years, 3/4 of the total amount of acceptable experience shall be allowable for credit.

Appendix B

Approved Institutions for Salary Advancement and Tuition Reimbursement	
American College of Education	North Central College
Augustana College	North Park University
Aurora University	Northeastern Illinois University
Bradley University	Northern Illinois University
Carthage College (Carthage, Illinois)	Northwestern University
Chicago State University	Olivet Nazarene University
Columbia College	Quincy University
Concordia University	Rockford University
De Paul University	Roosevelt University
Eastern Illinois University	Rosary College
Elmhurst College	St. Xavier University
Erickson Institute	Southern Illinois University (Carbondale)
Governor's State University	Southern Illinois University (Edwardsville)
Greenville College	Trinity Christian College (Palos-Heights)
Illinois College	Trinity College International University (Deerfield)
Illinois State University	University of Chicago
Judson University (Elgin)	University of Illinois (Champaign)
Knox College	University of Illinois (Chicago)
Lake Forest College	University of St. Francis
Lewis University	VanderCook College of Music
Loyola University of Chicago	Western Illinois University
Mc Kendree University	Wheaton College
Monmouth College	
National-Louis University	

MEMORANDUM OF AGREEMENT

Post-Doctoral Supervision Program for Psychologists

THIS AGREEMENT is made this 1st day of November 2018, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding the District's desire to increase the number of psychologists with the "Licensed Clinical Psychologist" ("LCP") credential through the Illinois Department of Financial and Professional Regulation ("IDFPR").

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following supervised practice program is made available for the purpose of securing the LCP credential for eligible District 63 psychologists:

- a) Psychologists working under a Professional Educator License who hold a doctorate are eligible to participate in post-doctoral supervision for the professional practice of psychology. Participation selection will be made by the Administration and is not guaranteed.
- b) Participation is accomplished by submitting a written letter of intent to the Superintendent or designee.
- c) Psychologists accepted to engage in post-doctoral supervision will be required to complete requirements of the supervision in order to earn the LCP credential through the IDFPR.
- d) The District will pay the post-doctoral supervisor's fees that are associated with earning the LCP credential.

- e) Unless the psychologist is non-renewed or laid off, a psychologist who fails to complete the supervision requirements in succession will, at the District's discretion, be required to repay the District any costs associated with the supervision.
- f) Psychologists participating in this program must return to the District for four (4) school years after receiving the LCP credential or after the final payment for the supervision program from the District, whichever is later. A psychologist who fails to complete the four (4) year service requirement will reimburse the District for all costs associated with the program.

Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: Cathy Malen
President

By: Alexandra Brook
President

Date: 11/15/18

Date: 11/1/18

MEMORANDUM OF AGREEMENT

Reading Recovery

THIS AGREEMENT is made this 6th day of December, 2018, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding the District's desire to increase the number of Reading Recovery (RR) teachers, Reading Recovery Teacher Leaders (TL), and Literacy Lesson (LL) teachers.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following program is made available for the purpose of securing credentials and working in RR, TL, and LL roles for eligible District 63 teachers:

- a) Teachers working under a Professional Educator License are eligible to participate in this program. Participation will be determined by the Administration and is not guaranteed.
- b) Participation is accomplished by submitting a written letter of intent to the Superintendent or designee.
- c) Teachers accepted in the program will be required to complete all program requirements with at least a "B" in each class within established timelines at the approved institution, including the following:

- a. LL: Seven (7) credit hours
 - b. RR: Nine (9) credit hours
 - c. TL: Seventeen (17) credit hours
- d) In the event of extraordinary circumstances beyond the teacher's control, a teacher may request to be removed from the training program. However, the decision whether to grant such a request rests solely with the District Administration.
- e) Teachers accepted into the program must complete all required enrollment information at the selected college.
- f) The District will pay all fees and supply costs for the training.
- g) RR and LL teachers who successfully complete the training program will receive a salary increase of \$1,250 added to the employee's base salary, while the TL will receive a salary increase of \$1,900 added to the employee's base salary.
- h) Unless the teacher is non-renewed or laid off, a teacher who fails to complete the program requirements in succession and without skipping a semester, at the District's discretion, will be required to repay the District any costs associated with the training that is provided to the Teacher, including tuition, fees, books, and materials.
- i) Teachers completing this training must commit to return to the District for the following number of years as measured from the time of completion of the training program or reimburse the District the value of the training, including the cost of tuition, fees, books, and materials.
- a. LL: Three (3) years

b. RR: Four (4) years

c. TL: Five (5) years

- j) A Teacher who fails to complete the service requirement will reimburse the District for all costs associated with the training. In the event of life-altering event beyond the teacher's control, the teacher may appeal to the District Administration to waive the minimum service requirement above. The decision whether to grant such a request rests solely with the District Administration.

Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By:

Cathy Lombardi
President

Date:

12/20/18

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By:

Alexandra Brook
President

Date:

12/16/18

MEMORANDUM OF AGREEMENT

The Board of Education of East Maine School District 63 (Board) and the East Maine Education Association (Association) are presently parties to collective bargaining agreements covering both licensed teaching employees of the Board and covering the period 2016-2020. The Board and the Association convened to begin negotiations for successor bargaining agreements.

After several meetings, the parties realized that recent events of national and international import significantly affected the ability for the school district to operate. In fact, the schools were closed and meetings of small and large groups of individuals were, and continue to be, prohibited by Executive Order of the Governor.

Given the magnitude of the events leading to the closing of schools, the Board and the Association believe it is the best interests of all involved to extend the 2016-2020 collective bargaining agreements pursuant to the terms and conditions noted below:

1. **Duration** - The collective bargaining agreement will be extended to August 15, 2021. All relevant dates in the agreement will be changed to accommodate the extension to August 15, 2021.
2. **Fair Share** - The language found in Article 4, Section B (Fair Share) will be deleted by operation of law.
3. **Salary** - Article 11, Section A(1) of the Agreement will be modified to provide every member of the bargaining unit with a salary increase of 4.1% over the 2019-2020 salary.
4. **Miscellaneous Changes** - The attached tentative agreements regarding Compensatory Planning Time and Lost Planning Time (see attached), and School Start/End Times (see attached), and Early Learning Center Start/End Times (see attached), will become part of the Agreement and take effect at the start of the 2020-2021 school year.
5. All other terms and conditions of the parties collective bargaining agreements will remain in full force and effect until August 15, 2021.

APPROVED:

Board of Education of East Maine
School District 63, Cook County, Illinois

By: Alexandra Brook

Dated: 6/4/2020

East Maine Education Association, IEA/NEA

By: Nicole Sanderi

Dated: 6/5/2020

MEMORANDUM OF AGREEMENT

EMEA ESL Endorsements and Approvals

THIS AGREEMENT is made this 4th day of March 2021, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding the District's desire to increase the number of teachers with "English as a Second Language" ("ESL") endorsements and approvals.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following program is made available for the purpose of securing ESL endorsements and approvals through the 2026-27 school year for eligible District 63 teachers:

- a) All teachers are eligible to request participation in the ESL Endorsement program.
- b) The following teachers are eligible to request participation in the Bilingual or ESL Special Education Approval program.

- i. Teachers with an Illinois teaching license endorsed in a special education teaching field, or a license with a special education approval; or


- ii. Teachers with an Illinois teaching license endorsed in a school support personnel area (school counselor, school social work, school psychology, or language pathologist).
- c) Participation is accomplished by submitting a written letter of intent to the Superintendent or designee.
- d) All program requirements must be completed by July 2027.
- e) Teachers accepted in a program will be required to complete all program requirements in succession and without skipping a semester or school year at a school on the District prepared list of approved institutions per Appendix B of the EMEA Contract or other institution approved in writing by the Superintendent or designee, with at least a “B” grade in each class. In the event of extraordinary circumstances beyond the teacher’s control, a teacher may request permission for a break (e.g. a semester off) between courses. However, the decision whether to grant such a request rests solely with the District Administration and such decision shall be non-reviewable and non-grievable.
- f) Teachers accepted in a program must complete required enrollment information for the selected college.
- g) District will reimburse the teacher for tuition costs, required books and materials for the program, required licensure tests, as well as for the cost of adding the ESL endorsement or approval to the teacher’s Professional Educator License when proof of payment is provided by the teacher.
- h) Unless the teacher is non-renewed or laid off, a teacher who fails to complete the program requirements in succession and without skipping a semester or school

year according may, at the District's discretion, be required to repay the District any costs associated with the program reimbursed to the Teacher, including tuition, books, and materials.

- i) Any ESL-endorsed teacher may be the first assigned to teach classes with ESL students on the roster and/or those classes designated as classes for ESL students.
- j) Any ESL-approved teacher may be first assigned to teach students receiving special education and ESL services.
- k) Teachers participating in this program must commit to return to the District for two (2) school years after receiving an ESL endorsement/approval or the last tuition reimbursement from the District, whichever is later. A teacher who fails to complete this service requirement may, at the District's discretion, be required to repay the District any costs associated with the program reimbursed to the Teacher, including tuition, books, and materials.
- l) Teachers who successfully meet the requirements for an ESL endorsement/approval will have his/her base salary increased at the "Additional Endorsement" critical needs rate in the EMEA Contract.
 - a. Teachers who successfully meet the requirements for an ESL Bilingual Endorsement that is in addition to having earned the ESL Endorsement will have his/her base salary increased at the "Additional Endorsement" critical needs rate in the EMEA Contract.


Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 3-5-21

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 3/4/2021

MEMORANDUM OF AGREEMENT

EMEA Reading Specialist and Special Education Endorsements

THIS AGREEMENT is made this 4th day of March 2021, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding the District's desire to increase the number of teachers with "Reading Specialist" ("RS") and/or "Special Education" ("SE") endorsements.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following program is made available for the purpose of securing RS and/or SE endorsements for eligible District 63 teachers:

- a) All teachers are eligible to request participation in this program. Participation will be determined by the Administration and is not guaranteed.
- b) Participation is accomplished by submitting a written letter of intent to the Superintendent or designee.
- c) Teachers accepted in the program will be required to complete all other program requirements in succession and without skipping a semester or school year, at National Louis University, or other institution approved in writing by the Superintendent or designee, with at least a "B" grade in each class. In the event

of extraordinary circumstances beyond the teacher's control, a teacher may request permission for a break (e.g. a semester off) between courses. However, the decision whether to grant such a request rests solely with the District Administration and such decision shall be non-reviewable and non-grievable.

- d) Teachers accepted in the program must complete required enrollment information for the selected college.
- e) The District will reimburse the teacher for the tuition costs upon successful completion of each course.
- f) The teacher will be reimbursed for the cost of required books and materials for the program, required licensure tests, as well as for the cost of adding the RS and/or SE endorsement to the teacher's Professional Educator License.
- g) Unless the teacher is non-renewed or laid off, a teacher who fails to complete the program requirements in succession and without skipping a semester or school year according may, at the District's discretion, be required to repay the District any costs associated with the program reimbursed to the Teacher, including tuition, books, and materials.
- h) Any RS or SE endorsed teacher may be the first assigned to teach students designated to receive SE services and/or instruction from an RS.
- i) Teachers participating in this program must commit to return to the District for four (4) school years after receiving the teacher's RS or SE endorsement or the last tuition reimbursement from the District, whichever is later. A teacher who fails to complete this service requirement may, at the District's discretion, be

required to repay the District any costs associated with the program reimbursed to the Teacher, including tuition, books, and materials.

- j) Teachers who successfully meet the requirements for an endorsement will have his/her base salary increased at the "Additional Endorsement" critical needs rate in the EMEA Contract.

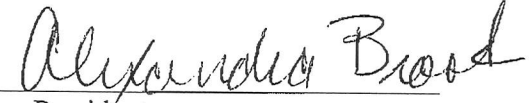
Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 3-5-21

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 3/7/2021

APPENDIX A

NEW HIRE PLACEMENT SCHEDULE

FY20

<u>Placement</u>	<u>B</u>	<u>M</u>	<u>M+M</u>
<u>0</u>	<u>\$45,123</u>	<u>\$49,306</u>	<u>\$54,929</u>
<u>1</u>	<u>\$45,233</u>	<u>\$49,426</u>	<u>\$55,064</u>
<u>2</u>	<u>\$45,343</u>	<u>\$49,546</u>	<u>\$55,198</u>
<u>3</u>	<u>\$45,452</u>	<u>\$49,666</u>	<u>\$55,331</u>
<u>4</u>	<u>\$46,703</u>	<u>\$51,031</u>	<u>\$56,852</u>
<u>5</u>	<u>\$47,988</u>	<u>\$52,436</u>	<u>\$58,417</u>
<u>6</u>	<u>\$49,685</u>	<u>\$54,501</u>	<u>\$60,022</u>

For purposes of placement on the placement schedule, Certified School Psychologists and Certified Social Workers will be placed in the M+M lane, on the step commensurate with Board policy specific to credit for previous experience.

Certificated employees shall be allowed full credit on the compensation plan up to 5 years full time teaching experience prior to District 63 and 1/2 year credit for each full year between 6 to 12 years of experience. For service after 12 years, 3/4 of the total amount of acceptable experience shall be allowable for credit.

To be included in the EMEA contact

FY21

Placement		B	M	M+M
	0	\$46,973	\$51,327	\$57,181
	1	\$47,087	\$51,452	\$57,321
	2	\$47,202	\$51,577	\$57,461
	3	\$47,315	\$51,702	\$57,599
	4	\$48,617	\$53,123	\$59,182
	5	\$49,955	\$54,585	\$60,812
	6	\$51,722	\$56,735	\$62,482

For purposes of placement on the this placement schedule, Certified School Psychologists and Certified Social Workers will be placed in the M+M lane, on the step commensurate with Board policy specific to credit for previous experience.

Certificated employees shall be allowed full credit on the compensation plan up to 5 years full time teaching experience prior to District 63 and 1/2 year credit for each full year between 6 to 12 years of experience. For service after 12 years, 3/4 of the total amount of acceptable experience shall be allowable for credit.

Memorandum of Agreement
Extension of Collective Bargaining Agreement for Additional Three Years
2021-2024

This Memorandum of Agreement (“MOA”) is entered into this 6th day of May 2021 between the Board of Education of East Maine School District 63 (“Board”) and the East Maine Education Association, IEA-NEA (“Association”) collectively referred to as the “Parties”.

WHEREAS, the Board and Association are parties to the 2016-2020 Collective Bargaining Agreement (“CBA”) which has been extended by the Parties for one (1) year through the 2020-2021 school year;

WHEREAS, the Board and the Association convened to begin negotiations for a successor collective bargaining agreement;

WHEREAS, after several meetings, the Parties realized that recent events of national and international import significantly affected the ability for the school district to operate. In fact, the schools were closed and meetings of small and large groups of individuals were, and continue to be, prohibited by Executive Order of the Governor;

WHEREAS, given the magnitude of the events leading to the closing of schools, the Board and the Association believe it is in the best interest of all involved to extend the Collective Bargaining Agreement (“CBA”) for an additional three (3) years through the 2023-2024 school year;

NOW, THEREFORE, the Parties agree as follows:

1. Duration

The CBA will be extended to August 15, 2024. All relevant dates in the agreement, including those found in Article 10, Teacher Retirement, will be changed to accommodate the extension to August 15, 2024.

2. Salary

Article 11, Section A.1 of the CBA will be modified to provide every member of the bargaining unit with salary increases as follows:

2021-2022	4.5% over the 2020-2021 salary
2022-2023	4.0% over the 2021-2022 salary
2023-2024	4.0% over the 2022-2023 salary

3. Extra Duty

Effective with the start of the 2021-22 contract year, all stipend, duties and rates listed in Article 11, Section G, will be increased by 4.5% and thereafter will not increase during the term of this extension to August 15, 2024.

4. New Hires

For purposes of hiring new bargaining unit employees, the Salary Placement Schedule attached to this Agreement as Exhibit A will be implemented for the duration of this extension.

5. Article 11.A.1.a. and 11.A.1.b. - Language Modification

The following sentence in Article 11.A.1.a. and 11.A.1.b. of the CBA: "In the event people new to the District in these positions are hired at a salary higher than more experienced current teachers assigned to the same/similar positions, the salaries of such current teachers shall be equalized to that paid the new employees." is modified to read as follows:

"In the event people new to the District in these positions are hired at a salary higher than current teachers with the same or more experience and education level assigned to the same/similar positions, the salaries of such current teachers shall be equalized to that paid the new employees." All other sections of the CBA remain in full force and effect.

6. Effect of Agreement

All other terms and conditions of the Parties' Collective Bargaining Agreement, and the previously approved 2020 Memorandum of Agreement, will remain in full force and effect until August 15, 2024.

IN WITNESS WHEREOF, this Memorandum of Agreement is agreed to and authorized by the signatures of the Parties' representatives as set forth below.

Board of Education of East Maine
School District 63,
Cook County, Illinois

East Maine Education Association
IEA/NEA

By:

Alexandra Broad

By:

Sybil Anzures

Dated:

5/6/2021

Dated:

5-7-21

APPENDIX A
NEW HIRE PLACEMENT SCHEDULES

FY22

Placement	B	M	M+M
0	\$50,586	\$55,136	\$61,254
1	\$50,705	\$55,267	\$61,400
2	\$50,826	\$55,397	\$61,546
3	\$50,944	\$55,528	\$61,690
4	\$52,304	\$57,013	\$63,345
5	\$53,702	\$58,541	\$65,048
6	\$55,549	\$60,788	\$66,793

FY23

Placement	B	M	M+M
0	\$52,609	\$57,341	\$63,704
1	\$52,733	\$57,477	\$63,856
2	\$52,859	\$57,612	\$64,007
3	\$52,981	\$57,749	\$64,157
4	\$54,396	\$59,293	\$65,878
5	\$55,850	\$60,882	\$67,649
6	\$57,770	\$63,219	\$69,464

FY24

Placement	B	M	M+M
0	\$54,713	\$59,634	\$66,252
1	\$54,842	\$59,776	\$66,410
2	\$54,973	\$59,916	\$66,567
3	\$55,100	\$60,058	\$66,723
4	\$56,571	\$61,664	\$68,513
5	\$58,084	\$63,317	\$70,354
6	\$60,080	\$65,747	\$72,242

For purposes of salary placement for new hires, Certified School Psychologist and Certified Social Workers will be placed in the M+M lane, on the step commensurate with Board policy specific to credit for previous experience.

Certificated employees shall be allowed full credit on the compensation plan up to 5 years full time teaching experience prior to District 63 and 1/2 year credit for each full year between 6 to 12 years of experience. For service after 12 years, 3/4 of the total amount of acceptable experience shall be allowable for credit.

MEMORANDUM OF AGREEMENT
2021-22 Performance Evaluations

WHEREAS, the Board of Education of East Maine School District 63, Cook County, Illinois (the "Board") and the East Maine Education Association, IEA/NEA (the "EMEA") are parties to a collective bargaining agreement covering the 2021-22 through 2023-24 school years (the "Agreement");

WHEREAS, Article 8 of the Agreement explains the process for teacher evaluations under the Teacher Evaluation Plan; and

WHEREAS, the parties wish to memorialize their agreement regarding evaluations during the 2021-22 school year due to COVID-19 disruptions that occurred to the evaluation process in the 2020-21 school year.

NOW, THEREFORE, the parties agree as follows:

Section 1. All licensed tenured employees who were scheduled for evaluation in 2020-21 school year will be evaluated in 2021-22. Additionally, any licensed employee with probationary status will be evaluated in 2021-22.

Section 2. Licensed employees scheduled for evaluation in 2021-22, but who are not in fact evaluated, whose last summative rating was "Excellent" will receive a summative rating of "Excellent" for 2021-22, provided the Governor's disaster declaration remains in effect. Otherwise, such employees will receive a rating of "Proficient". All other licensed employees scheduled for evaluation in 2021-22, but who are not in fact evaluated, will receive a summative rating of "Proficient" for 2021-22. The Administration reserves the right to evaluate any licensed employee in 2021-2022.

Section 3. Nothing herein prevents the Administration from counseling or otherwise addressing with an employee observed performance deficiencies.

Section 4. All other provisions of the Agreement shall remain unchanged.


EAST MAINE EDUCATION ASSOCIATION
IEA/NEA



President

Date: 6/9/21

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT 63,
COOK COUNTY, ILLINOIS



President

Date: 6/7/2021

Memorandum of Agreement

Middle School Planning Time

WHEREAS, the Board of Education of East Maine School District 63, Cook County, Illinois (the "Board") and the East Maine Education Association, IEA/NEA (the "EMEA") are parties to a collective bargaining agreement covering the 2016-17 through 2019-20 school years and extended through the 2023-24 school year (the "Agreement");

WHEREAS, Article 9, section C explains Junior High Planning Time; and

WHEREAS, the parties have determined and agreed that the change from junior high to middle school requires update language regarding planning time; and

NOW, THEREFORE, the parties agree that Article 9, Section C will be amended to read as follows:

C. Middle School Planning Time

Teachers assigned exclusively at Gemini Middle School shall not be compelled, except as circumstances otherwise clearly require, to have more than 1400 minutes of instruction per week. Such instructional time shall not be administratively scheduled so as to require more than six (6) instructional sections and one (1) advisory section per day. Advisory sections shall be considered one-half (1/2) of an instructional period for the purposes of this Article 9. The foregoing shall not preclude the rescheduling or rearrangement of the student day into some new format as long as the teacher load as prescribed herein shall not be substantially increased.

This Memorandum of Agreement is made part of the 2013-2016 Collective Bargaining Agreement and subsequent extensions through the 2023-24 school year between the Board and the EMEA. It will take effect upon signing by both parties.

Notwithstanding the agreed-upon modification as stated herein, all other provisions of the extended 2013-2016 Collective Bargaining Agreement remain in full force and effect.


EAST MAINE EDUCATION ASSOCIATION IEA/NEA
SCHOOL



President

Date: 7-14-21

BOARD OF EDUCATION OF EAST MAINE
DISTRICT 63, COOK COUNTY, ILLINOIS



President

Date: 7/8/2021

MEMORANDUM OF AGREEMENT
2021-2022 Leave Time Accounting

WHEREAS, the Board of Education of East Maine School District 63, Cook County, Illinois (the "Board") and the East Maine Education Association, IEA/NEA (the "EMEA") are parties to a collective bargaining agreement covering the 2021-24 school years (the "Agreement");

WHEREAS, due to COVID-19 disruption during the 2020-21 school, the District operated a modified school day, resulting in 60% of the workday happening in the morning and 40% of the workday happening in the afternoon; and

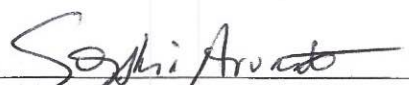
WHEREAS, the parties wish to accurately account for leave time used for a morning absence versus an afternoon absence.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Board and the EMEA agree that due to the return of the pre-pandemic workday schedule, a teacher who is absent in the morning will be charged five-tenths (0.5) of a leave day (sick, personal, etc.) and a teacher who is absent in the afternoon will be charged five-tenths (0.5) of a leave day. If the workday schedule changes in the future, the parties will meet to negotiate appropriate changes to this Memorandum of Agreement.

Section 2. All other provisions of the Agreement shall remain unchanged.

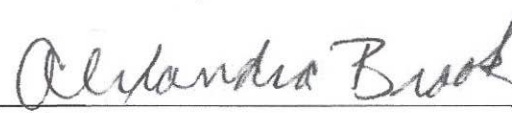
EAST MAINE EDUCATION ASSOCIATION
IEA/NEA



President

Date: 8-17-21

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT 63,
COOK COUNTY, ILLINOIS



President

Date: 8/5/2021

Memorandum Of Agreement

2021-2022 Blended Learning

THIS AGREEMENT is made this 6th day of October, 2021, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the “BOARD”) and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the “EMEA”).

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD’S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding additional pay for teachers who are assigned blended learning duties for students who are temporarily excluded from school due to COVID-19 in accordance with the *63 Blended: An Instructional Plan for Quarantined Students* document.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement;

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following will be available to eligible District 63 teachers:

- a) Pre-K teachers will not be asked to conduct blended learning lessons with their students.
- b) In the elementary schools (K-5), a volunteer will be sought from each grade level team in each school to conduct blended learning with students who are temporarily excluded from school due to COVID-19. In the event that no one volunteers, the principal will assign a team member.

- c) At the middle school (6-8), a team will be selected for each grade level from the English Language Arts, Math, Science, and Social Studies departments to conduct blended learning with students who are temporarily excluded from school due to COVID-19
- d) All K-5 dual language teachers will provide blended instruction to their students.
- e) All K-8 self-contained special education teachers will provide blended instruction.
- f) All teachers assigned blended learning duties will be compensated at a rate of 1.5 extra duty stipends equal to \$3,009.60. However, volunteers who are participating in the retirement plan in Article 10 of the collective bargaining agreement remain subject to the 6% creditable earnings limitation. In the case of no volunteers, the principals will not assign any teacher participating in the retirement plan to perform blended learning duties.

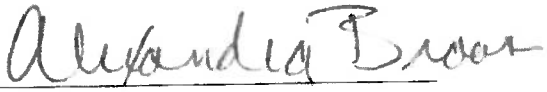
Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 10/8/21

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 10/6/2021

MEMORANDUM OF AGREEMENT
2021-2022 Performance Evaluations

WHEREAS, the Board of Education of East Maine School District 63, Cook County, Illinois (the "Board") and the East Maine Education Association, IEA/NEA (the "EMEA") are parties to a collective bargaining agreement covering the 2016-17 through 2020-21 school years and the Memorandum of Agreement extending the contract through the 2023-2024 school year (the "Agreement");

WHEREAS, Article 8 of the Agreement explains the process for teacher evaluations under the Teacher Evaluation Plan; and

WHEREAS, the parties wish to memorialize their agreement regarding evaluations during the 2021-2022 school year due to COVID-19 disruptions.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Board and the EMEA agree that due to the disruptive nature of COVID-19, including but not limited to the necessity for remote instruction, the difficulty in completing appropriate observations of staff, and the need for all staff to spend as much time as possible on activities that directly support student learning during this coming school year, there will be no performance evaluations conducted of EMEA bargaining unit members during the 2021-22 school year, except the following categories of licensed employees:

- Tenured licensed employees who received a "Needs Improvement" rating in 2020-21; and
- Probationary licensed employees as determined by the Administration.

Section 2. All licensed employees scheduled for evaluation in 2021-22, but who are not in fact evaluated, whose last summative rating was "Excellent" will receive a summative rating of "Excellent" for 2021-22. All other licensed employees scheduled for evaluation in 2021-22, but who are not in fact evaluated, will receive a summative rating of "Proficient" for 2021-22.

Section 3. Nothing herein prevents the Administration from counseling or otherwise addressing with an employee observed performance deficiencies.

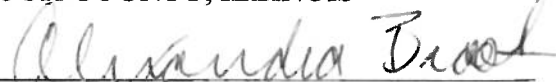
Section 4. All other provisions of the Agreement shall remain unchanged.

EAST MAINE EDUCATION ASSOCIATION
IEA/NEA



President

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT 63,
COOK COUNTY, ILLINOIS



President

Date: 11-12-21

Date: 11/4/2021

MEMORANDUM OF AGREEMENT
2021-2022 Blended/Virtual Services - Related Services Personnel

THIS AGREEMENT is made this 6th day of January 2022, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding additional pay for school social workers, speech-language pathologists, and school psychologists who are assigned blended/virtual services duties for students who are temporarily excluded from school due to COVID-19.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement;

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following will be available to eligible District 63 social workers, speech-language pathologists, and school psychologists:

- a) All social workers, speech-language pathologists, and school psychologists assigned blended/virtual services duties will be compensated at a rate of 0.5 extra duty stipends equal to \$1,003.20. However, volunteers who are participating in the retirement plan in Article 10 of the collective bargaining agreement remain subject to the 6% creditable earnings limitation. The stipend will be paid to the individual following the first instance of providing blended/virtual services and will be retroactive to the beginning of the 2021-2022 school year.

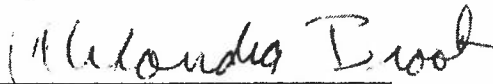
Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 1-18-22

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: January 13, 2022

MEMORANDUM OF AGREEMENT

East Maine School District 63, East Maine Education Association, East Maine Teacher Assistant Association, East Maine Custodial Maintenance Association, and East Maine Educational Support Personnel Association

Regarding COVID-19-Related Sickness

The District, the EMEA, the EMTAA, the EMCMA, and the EMESPA, respectively, wish to support staff members during the COVID-19 Pandemic. To that end, the parties agree to the following:

1. Regular employees are eligible for up to ten (10) full working days of paid administrative leave, without deduction from accumulated sick leave, during the 2021-2022 school year for the reasons set forth in Section 4, below. The paid administrative leave does not represent sick or personal leave and does not accumulate or carry over to another year if not used.
2. Paid administrative leave under this Agreement will be issued retroactive to August 12, 2021, and shall be available through June 30, 2022. Employees who had sick leave days deducted from their accumulated balances during the 2021-22 school year prior to the effective date of this Agreement for absences due to any of the reasons in Section 4 below shall have such sick days reinstated to their balances. Provided, however, each reinstated sick day shall reduce one-for-one the ten days of paid administrative leave made available under this Agreement.
3. The ten (10) full day paid administrative leave referenced above is not available for a leave of absence due to any other reason, including the employee staying home to care for another individual whether or not in the immediate family or household, or for childcare purposes.
4. In order to be eligible for the ten (10) full working days of paid administrative leave an employee must be unable to work remotely and:
 - a. (1) have a current diagnosis of COVID-19 resulting in his/her inability to work, in-person or remotely, substantiated by the results of a PCR test and documentation from a physician licensed in Illinois to practice medicine or surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant; or (2) be experiencing a symptom or symptoms of COVID-19 identified by the CDC or Illinois Department of Public Health and be seeking or awaiting the results of a COVID-19 test; or (3) be excluded from school property due to close contact with a student or colleague when such close contact occurred at work and could not have been avoided by the employee due to the nature of the employee's job duties; or (4) be excluded from school property due to close contact with a member of the employee's household who tests positive for COVID-19; and

- b. Not engage in any voluntary travel or activities which do not comply with federal and state guidelines regarding recommended methods of mitigating the spread of COVID-19. This includes, but is not limited to, failing to isolate/quarantine per a Federal, State or local quarantine or isolation order, or recommendation or advice of a health care provider.
 - c. Appropriate documentation shall be required to substantiate the conditions described in Section 4(a) above, including COVID test results or other medical documentation as determined by the District.
- 5. If the employee tests positive for COVID-19 and is asymptomatic, or has COVID-19 symptoms, or is required to be excluded from school property, but is otherwise able to work remotely, the employee is expected to work remotely as authorized by the Administration. On days the employee works remotely the full work day, the employee will not be charged a day of administrative leave granted by this Agreement.
- 6. The employee must satisfy all current CDC and IDPH requirements for safely returning to work following a COVID-19 infection or following the appearance of COVID-19 symptoms (e.g. symptom-free and no longer considered contagious) before being allowed to return to work in-person.
- 7. Should the employee receive worker's compensation payments for the same period of time as the paid leave of absence, the employee shall be required to remit those payments to the District.
- 8. The employee's false representations or misuse of the paid administrative leave may result in:
 - a. Immediate discontinuation of the paid administrative leave;
 - b. Docking the employee's accumulated sick days for any paid administrative leave day previously used; and/or
 - c. Discipline in accordance with the Collective Bargaining Agreement and applicable laws.
- 9. Decisions regarding granting or denying leave under this Memorandum of Agreement shall not be grievable and shall be final. The non-grievability of this Agreement is not precedential and does not pertain to or affect any provisions of the Collective Bargaining Agreement. If the State of Illinois or the federal government creates or approves a new COVID-19 leave benefit (e.g., paid administrative leave for COVID-related absences) that mandates paid time off for COVID-19 related reasons, this Memorandum of Agreement will be suspended immediately.

This Memorandum of Agreement is non-precedential and will not be binding or enforceable in any school years other than the 2021-22 School Year. This Memorandum of Agreement shall not modify, amend, or supersede the terms or conditions set forth in the current Collective Bargaining Agreement, except as expressly provided herein. This Memorandum of Agreement is agreed to and authorized by the signatures of the parties' representatives as set forth below.

EAST MAINE EDUCATION ASSOCIATION
IEA/NEA

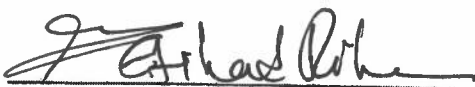


President

1-18-22

Date

EAST MAINE TEACHER ASSISTANT
ASSOCIATION IEA/NEA

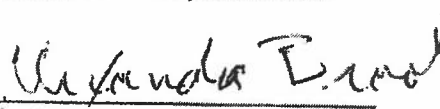


President

1/20/2022

Date

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT
63, COOK COUNTY, ILLINOIS



President

JANUARY 13, 2022

Date

EAST MAINE CUSTODIAL
MAINTENANCE ASSOCIATION
IEA/NEA



President

1-20-22

Date

EAST MAINE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION IEA/NEA



President

1/18/22

Date

MEMORANDUM OF AGREEMENT
EMEA Internal Substitute Teaching

THIS AGREEMENT is made this 3rd day of February 2022, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, the BOARD and the EMEA have not previously negotiated a pay rate for internal substitute teaching for preschool-through-fifth grade assignments.

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding compensation to teachers who voluntarily substitute during the teacher's scheduled planning or lunch period in preschool-through-eighth grade assignments.

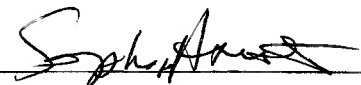
WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. When a teacher teaches a preschool-through-eighth grade class of up to one hour during a planning or lunch period, compensation will be paid at the full or the prorated portion of the extra-duty hourly rate of \$47.77 per hour (e.g., \$31.85 for a 40-minute class).

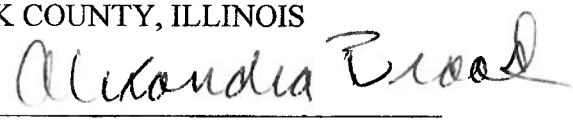
Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 2/4/22

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 2/3/2022

**MEMORANDUM OF AGREEMENT
ADDITIONAL TEACHER COMPENSATION**

THIS AGREEMENT is made this 5th day of May 2022, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement on compensating a Gemini Middle School teacher who voluntarily took on an additional daily half-period of teaching during the 2021-22 school year; and

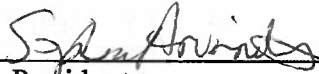
WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Beginning on March 7, 2022, one teacher assumed an extra half-period of teaching due to enrollment changes in the teacher's classes. This extra half-period was in addition to the teacher's six periods of teaching and the equivalent time for one advisory period. The parties agree the teacher shall be paid an additional 1/12 of their base salary, prorated to reflect the portion of the work year during which the teacher assumed the additional half-period of teaching, to compensate the teacher for this additional work.


Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement, which is non-precedential and may not be used as evidence of past practice. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 5-6-22

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 5/5/2022

MEMORANDUM OF AGREEMENT

TEACHER EVALUATION

THIS AGREEMENT is made this 8th day of September 2022, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE TEACHER EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, Article 8.A. of the Contract provides as follows:

Non-tenured teachers shall be observed at least three (3) times, of which two (2) must be formal evaluations, by March 1 each school year. At least one formal observation will occur by November 1. Teachers in contractual continued service with a rating of proficient or excellent on their previous evaluation shall be observed at least two (2) times, one of which must be a formal observation, by February 1 every other school year. Teachers in contractual continued service with a rating of needs improvement or unsatisfactory on their previous year's evaluation shall be observed at least three (3) times, of which two (2) must be formal observations, by February 1 in the next school year after receiving that rating.

WHEREAS, the BOARD and the EMEA agree that teacher evaluations will be performed at least every three (3) years for teachers in continued contract service whose most recent summative rating was "Proficient" or "Excellent", and at least one informal observation will occur in the second year following the teacher's most recent summative evaluation rating.

WHEREAS, the BOARD and the EMEA wish to memorialize their agreement.

NOW, THEREFORE, in consideration of the following mutual promises, the BOARD and the EMEA agree as follows:

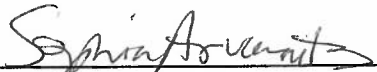
Section 1. Article 8.A. of the Contract is hereby modified as follows:

Non-tenured teachers shall be observed at least three (3) times, of which two (2) must be formal evaluations, by March 1 each school year. At least one formal observation will occur by November 1. Teachers in contractual continued service with a summative rating of Proficient or Excellent on their previous evaluation shall be observed at least two (2) times, one of which must be a formal observation, by February 1 every three (3) years. Teachers on the three-year cycle will receive an informal observation no later than the second year of the three-year cycle. Teachers in contractual continued service with a rating of Needs Improvement or Unsatisfactory on their previous year's evaluation shall be observed at least three (3) times, of which two (2) must be formal observations, by February 1 in the next school year after receiving that rating.

Section 2. The BOARD and the EMEA agree that this Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

By: 
President

Date: 9/12/22

Date: 09/08/2022

**MEMORANDUM OF AGREEMENT
ADDITIONAL TEACHER COMPENSATION**

THIS AGREEMENT is made this 2nd day of February 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement on compensating two Gemini Middle School teachers who voluntarily took on an additional daily period of teaching during the second semester of the 2022-23 school year; and


WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Beginning on January 17, 2023, two Gemini Middle School teachers assumed an extra period of teaching due to the addition of a self-contained section of their class. This period was in addition to the teacher's six periods of teaching and the equivalent time of one class period. The parties agree each teacher shall be paid an additional 1/6 of their base salary, prorated to reflect the portion of the work year during which the teacher assumed the additional period of teaching, to compensate the teacher for this additional work.

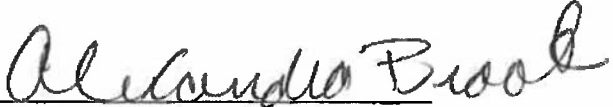
Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement, which is non-precedential and may not be used as evidence of past practice. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 2/3/23

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 2/2/2023

Wendy Czarnecki 3/10/2023

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this 6th day of April, 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers:

WHEREAS, the BOARD and the EMEA agree that bargaining unit member Wendy Czarnecki will follow her FMLA leave with the use of paid sick days for the remainder of the 2022-2023 school year and until her retirement in September 2023.

WHEREAS, the BOARD and the EMEA wish to memorialize their Agreement regarding Ms. Czarnecki's status,

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Wendy Czarnecki will remain on FMLA leave through April 6, 2023. Thereafter, for the remainder of the 2022-2023 school year and for the 2023-2024 school year until her retirement in September 2023, Ms. Czarnecki will be allowed to use her accumulated paid sick leave days provided she can produce medical certification (e.g. doctor's note, licensed therapist) of the need to remain on sick leave. While on paid sick leave Ms. Czarnecki will receive the same salary and benefits as though she was actively working.

Section 2. This Agreement shall be non-precedential and shall not bind either party to a past practice or future course of conduct. This Agreement shall not be cited in any proceeding between the parties, except one to enforce the terms of this Agreement.

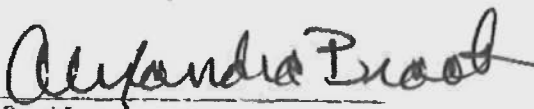
Section 3. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

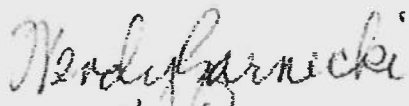
By: 
President

Date: 4-11-23

BOARD OF EDUCATION OF
EAST MAINE SCHOOL DISTRICT NO.
63, COOK COUNTY, ILLINOIS

By: 
President

Date: April 6, 2023


3/10/2023

**MEMORANDUM OF AGREEMENT
ADDITIONAL TEACHER COMPENSATION**

THIS AGREEMENT is made this 5th day of October 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement on compensating two Gemini Middle School teachers who voluntarily took on an additional daily period of teaching during the 2023-24 school year; and

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Beginning on August 17, 2023, two Gemini Middle School teachers assumed an extra period of teaching due to the addition of a self-contained section of their class. This period was in addition to the teacher's six periods of teaching and the equivalent time of one class period. The parties agree each teacher shall be paid an additional 1/6 of their base salary to compensate the teacher for this additional work.


Section 2. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement, which is non-precedential and may not be used as evidence of past practice. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

By: 
President

Date: 10/6/23

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

Date: 10/05/23

MEMORANDUM OF AGREEMENT

BOARD INSURANCE CONTRIBUTION

THIS AGREEMENT is made this 2nd day of November 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE TEACHER EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers; and

WHEREAS, the BOARD and the EMEA are currently parties to a collective bargaining agreement covering the period 2016-2024; and

WHEREAS the BOARD and the EMEA desire to modify such collective bargaining agreement as noted below.

NOW, THEREFORE, in consideration of the following mutual promises, the BOARD and the EMEA agree as follows:

Section 1. Article 11.F. of the Contract is deleted and replaced as follows:

All full-time teachers will be eligible for coverage under the District's medical insurance plan. The District shall maintain a group health insurance plan, group term life insurance and group disability insurance.

Beginning in the 2023-2024 school year, the Board and teacher portions of the health insurance premiums will be determined as follows:

<u>Plan Selected</u>	<u>Premium Contribution</u>
1. HMO Illinois/HMO Advantage Single Coverage without Participation in Wellness Program	Board pays 95% Teacher pays 5%
2. HMO Illinois/HMO Advantage Single Coverage AND Participation in Wellness Program	Board pays 100%
3. ALL other plans selected without Participation in Wellness Program	Board pays amount equal to 95% of 127.177% of HMO Illinois Single coverage premium Teacher pays any remaining premium amount
4. All other plans selected AND Participation in Wellness Program	Board pays amount equal to 127.177% of HMO Illinois Single coverage premium Teacher pays any remaining premium amount

In implementing the Board premium contribution, no teacher may receive an amount in excess of the actual cost of the plan/coverage chosen.

In order to receive the 100% or 127.177% Board contribution noted above toward whichever plan/coverage the teacher chooses (plus one, family, or other), the teacher must participate in the wellness blood draw and biometric (survey) screening (or any other additional wellness program options as agreed upon by the Insurance Committee), offered by the District. The teacher is responsible for any premium in excess of the Board contribution. The blood draw can occur at a District sponsored on-site wellness screening or through the teacher's own physician. The physician must certify that the blood test is equivalent to the test offered at the on-site wellness screening.

For purposes of implementing this provision for the 2023-24 school year, the Administration and the EMEA leadership will agree to select an open enrollment period prior to January 1, 2024, to allow teachers to elect their insurance coverage for the remainder of 2023-24. Teachers who elect to remain on their current plan/coverage will receive the additional Board insurance contribution, if entitled, retroactive to the beginning of the school year. However, teachers choosing to change their insurance plan/coverage will receive the additional Board insurance contribution on a pro-rata basis effective from the date of the new plan.

Married teachers, both of whom are employed by the Board, will each be entitled to the Board contribution for coverage as noted above, but in no event may such teachers receive more than the actual cost of coverage chosen. Teachers hired prior to June 1, 1995 may elect cash in lieu of insurance in the amount of \$500.00. It is understood that teachers hired after June 1, 1995 do not have the option of choosing to receive cash in lieu of insurance benefits.

Each teacher will be provided term life and disability insurance in a minimum amount equal to the teacher's annual salary rounded to the nearest thousand dollars.

For each school year of the Contract, teachers shall make a binding election of coverage hereunder prior to May 31 of the preceding school year. If a teacher is employed after June 1st of the previous school year, such election shall be made within ten (10) days of employment. The insurance provided hereunder shall continue in effect for the duration of this Agreement. If a teacher shall be employed by the Board for any period less than five (5) working days following receipt by the District Business Office of the new teacher's notice of election of coverage and shall continue in effect until the end of the insurance year. Insurance coverage for teachers employed after the commencement of the school terms shall be effective as soon as the same can be accomplished with the consent of the insurance carrier(s).

If, at any time during the term of this Agreement, the Board shall become obligated as a result of statutory enactments to pay any portion of the teacher's health and/or major medical coverage, whether as a contribution toward an existing policy of insurance or as part of a government-sponsored benefit program which includes health and/or major medical protection or otherwise compels the Board to provide some specific health and/or major medical protection, the benefits provided herein for such health and/or major medical coverage shall be reduced accordingly.

If any time during the term of this Agreement, an insurance carrier selected by the Board to provide any of the coverages assured hereunder shall prescribe a minimum participation by employees of the district, and if such minimum participation is not present, the Board shall make a bona fide effort to secure comparable coverage with a carrier who does not require such


minimum participation. Failing such, a sufficient number of teachers shall be required to elect such insurance coverage in a ratio equal to the percentage which teachers bear to total employees of the District so that if a similar requirement is made applicable to all employees in the District, such minimum required participation is assured. The teachers required to elect such coverage on an involuntary basis shall be determined by inverse seniority, i.e., the teachers with the least seniority shall be the first affected. As used herein, "seniority" shall be as defined under reduction-in-force. Anything in this section to the contrary notwithstanding, a teacher shall be excused from such mandatory participation if he/she can secure a replacement teacher to voluntarily elect such insurance participation from among those teachers who would not otherwise be effected by this provision.


Joint Health Insurance Committee (NO CHANGE IN LANGUAGE)

Section 2. The BOARD and the EMEA agree that this Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect for the 2023-24 school year.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: 
President

By: 
President

Date: 11/2/23

Date: 11/2/2023

MEMORANDUM OF AGREEMENT

Cooperating Teachers

THIS AGREEMENT is made this 7th day of December 2023, by and between the BOARD OF EDUCATION OF EAST MAINE SCHOOL DISTRICT NO. 63, COOK COUNTY, ILLINOIS (the "BOARD") and the EAST MAINE EDUCATION ASSOCIATION, IEA/NEA (the "EMEA").

WHEREAS, the EMEA is the exclusive bargaining representative for the BOARD'S licensed teachers;

WHEREAS, representatives of the BOARD and the EMEA have reached an agreement regarding compensation for licensed teachers who serve as cooperating teachers for the student teachers participating in the year-long Illinois State University Professional Development Schools ("ISUPDS") program.

WHEREAS, the BOARD and the EMEA wish to memorialize the agreement.

NOW, THEREFORE, the BOARD and the EMEA agree as follows:

Section 1. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, licensed teachers who serve as cooperating teachers for student teachers participating in the year-long ISUPDS program will be paid a stipend of Three Thousand Dollars (\$3,000) less all withholding required by law. This stipend will be paid in two (2) installments: the first payment will occur during the second pay period in January, and the second will immediately follow the completion of the cooperating teacher duties during the first pay period in June. The stipend will be prorated if the cooperating teacher does not complete the full year of responsibilities. The stipend will be split if two or more teachers serve as cooperating teachers for the same student teacher.

Section 2. Notwithstanding any provisions of the collective bargaining agreement between the BOARD and the EMEA to the contrary, the following program is made available through the 2025-26 school year for eligible District 63 teachers.

MEMORANDUM OF AGREEMENT

Cooperating Teachers

Section 3. This Memorandum of Agreement represents the parties' complete agreement with respect to the subject matter of the Agreement. All other provisions of the parties' collective bargaining agreement remain in full force and effect.

EAST MAINE EDUCATION
ASSOCIATION, IEA/NEA

BOARD OF EDUCATION OF
EAST MAINE SCHOOL
DISTRICT NO. 63,
COOK COUNTY, ILLINOIS

By: _____

President

By: _____

President

Date: _____

12/8/23

Date: _____

12/7/23