

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION,
LINCOLNWOOD SCHOOL DISTRICT #74
LINCOLNWOOD, ILLINOIS**

AND THE

**LINCOLNWOOD TEACHERS' ASSOCIATION
LOCAL 1274, IFT/AFT, AFL-CIO**

2021-2025

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PREAMBLE

This Agreement between the Board of Education of District 74, Cook County, Lincolnwood, Illinois and the Lincolnwood Teachers' Association incorporates a number of understandings which derive from the parties' mutual beliefs that each child attending the District's schools is entitled to an education of the highest quality. The attainment of this objective is a joint responsibility of the Board of Education, the administrative staff and the teaching personnel.

Attainment of this objective requires mutual understanding and cooperation among the Board of Education, the Administrative staff and the teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE I - RECOGNITION

1.1 RECOGNITION OF THE UNION

The Board recognizes the Lincolnwood Teachers' Association, Local 1274, IFT/AFT, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for all certified personnel. The following are not to be included in the bargaining unit: Superintendent, Assistant Superintendent for Curriculum and Instruction, Business Manager, the Director of Technology, the Director of Special Education, Principals, and Assistant Building Administrator.

1.2 UNION'S EXCLUSIVE BARGAINING RIGHTS

The Board agrees not to negotiate with any other teachers organization, individual teacher or group of teachers with regard to negotiable items as defined in Article II, Section 2.1 of this Agreement; provided it is understood that individual teachers or group of teachers retain the right to discuss with the Board and the administration matters relating to the educational program and to clarify any questions regarding salary or conditions of employment.

1.3 DEFINITION OF TEACHER

The term "teacher" as used in this Agreement shall refer to all employees included in the bargaining unit defined in Section 1.

ARTICLE II - TEACHER AND UNION RIGHTS

2.1 SCOPE OF NEGOTIATIONS

The Board and the Union agree to negotiate in good faith with respect to the following items:

- A. wages
- B. hours
- C. terms and conditions of employment

The obligation to negotiate in good faith means the mutual obligation of the Board and the Union to meet at reasonable times and to confer in good faith with respect to wages, hours and terms and conditions of employment. However, this obligation does not compel either party to agree to a proposal or require the making of a concession. Disputes involving the negotiability of an issue or topic shall not be resolved under the terms of Article XI of this Agreement, but rather may be submitted by either party to the Illinois Education Labor Relations Board for resolution.

2.2 TENTATIVE AGREEMENTS

The representatives of the Board and the Union shall have the power to reach tentative agreements. After the participants reach agreement, it shall be reduced to writing and distributed to the Board and the teachers for final approval.

2.3 FREEDOM TO JOIN A UNION

Teachers have the right to join or not to join any Union. Membership in any Union shall not be required as a condition of employment.

2.4 UNION DUES DEDUCTION

The Board, upon the receipt of a written authorization from an employee and/or the Union, shall deduct twice a month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall certify the amount of dues to the Board and provide copies of the written authorizations before October 1st. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions,

complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

2.5 COPE DEDUCTION

The Board, upon the receipt of a written authorization from a teacher, shall deduct the authorized amount of a teacher's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay. This contribution shall be deducted from the last paycheck in October and forwarded to the Union no more than ten (10) working days after the payday from which such deduction is made.

2.6 APPEARANCE BEFORE THE BOARD

No tenured teacher is to be dismissed during the term of a contract or denied a step on the salary schedule except at an official meeting of the Board. Any tenured teacher who has been recommended for dismissal or for the denial of a step on the salary schedule* shall be given the reasons in writing and shall be given an opportunity to appear before the Board to present his/her views concerning the proposed action. Upon the teacher's request, representatives of the Union may be present at said appearance. *Unless such denial of step is a result of the collective bargaining process.

2.7 USE OF BULLETIN BOARDS

The Union may use a bulletin board in each building's teacher's lounge for posting notices of activities and other official organization materials.

2.8 USE OF BUILDINGS

The Union and its representatives shall have the right to schedule and hold official meetings on district property, provided that such meetings do not interfere with the instructional program, that the Union does not interfere with those teachers who are obligated to supervise scheduled extracurricular activities, that the building principal is notified one (1) day before any such meeting, and that if special custodial service is required, the Board may assess the Union a reasonable charge.

2.9 BOARD MEETINGS, AGENDAS, BOARD PACKETS, AND MINUTES

The Board will post to its website all Board meeting and Board-committee meeting agendas; non-confidential portions of Board packets, if applicable; and approved open session meeting minutes. The President of the Union or his/her designee may access such materials via the District website. Additionally, the Board will provide the LTA leadership with email notification of all Board meetings.

2.10 DISTRIBUTION OF UNION MATERIAL

Electronic mail, teachers' mailboxes and regular intra-district delivery services shall be made available to the Union for communications to teachers.

2.11 UNION SUGGESTIONS

The Union shall have the right to submit its comments on proposed tax rate referenda, proposed bond issues and the proposed budget. These suggestions must be in writing and must be forwarded to the Superintendent.

2.12 PERSONNEL DIRECTORY

An up-to-date personnel directory shall be maintained and posted on the District intranet. The names of Union officers shall be listed in the Personnel Directory.

2.13 BOARD POLICIES

The Board will post to its website the current version of all its official policies, rules, regulations and handbooks. The President of the Union or his/her designee may access such materials via the District website.

2.14 FAIR SHARE

Due to the U.S. Supreme Court's ruling in *Mark Janus v. American Federation of State, County and Municipal Employees, Council 31* on June 27, 2018, the provisions of this Section that required the deduction of "fair share" agency fees through the 2017-2018 school year have been deleted.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

3.1 MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the district, the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

3.2 UNION INPUT

The above shall not preclude the Union from input prior to the Board's execution of its rights, and further, the Union reserves its right to object to and disagree with any action the Board takes.

3.3 TEACHER RIGHTS UNDER SCHOOL CODE

Nothing contained herein shall be construed to deny or restrict the rights of teachers under the Illinois School Code.

3.4 LIMITATION OF BOARD RIGHTS

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only where clearly and expressly abridged by this Agreement.

ARTICLE IV - SCHOOL CALENDAR

4.1 ANNUAL CALENDAR AND WORK YEAR

The Board shall adopt the annual school calendar. Before adopting or modifying the calendar, the recommendations of the Union shall be sought. The teacher work year shall consist of 183 days.

ARTICLE V - EMPLOYMENT CONDITIONS

5.1 TEACHER WORKDAY

The teacher's scheduled workday shall be 8:00 a.m-3:30 p.m. The teacher workday shall not be changed without giving prior notice to the Union and granting the Union the right to make recommendations prior to changes, provided that the total aggregate minutes per week not change.

5.2 NOTICE OF ASSIGNMENTS

All teachers shall be given written notice of their tentative teaching assignments for the forthcoming year no later than June 1. In the event that changes in such assignments are made, the teacher affected shall be notified promptly.

5.3 TEACHER LICENSURE

All teachers must maintain a professional educator license and be properly endorsed in accordance with Illinois law.

5.4 SUPERINTENDENT'S RECOMMENDATION

All personnel are employed, promoted or discharged upon the recommendation of the Superintendent.

5.5 TRANSCRIPTS OF COLLEGE CREDITS

All teachers are to secure, at their own expense, complete up-to-date official transcripts of college credits to be on file in the Superintendent's office by November 1. Evidence of course completion must be on file by September 1.

5.6 METHOD OF SALARY PAYMENT

All teachers shall be paid their annual salary in twenty-six (26) installments. Payments shall be issued via direct deposit every other Friday, or the immediately preceding workday if such a Friday falls on a holiday. All installments not received prior to the end of the school year shall be paid no later than June 30.

5.7 DAILY RATE OF SALARY

To determine the daily rate for teaching, the teacher's annual salary shall be divided by 183 days. In the event a teacher does not complete a school year, he or she shall receive a total salary equal to the daily rate of pay multiplied by the number of duty days employed.

ARTICLE VI - VACANCIES

6.1 VACANCY POSTING

If a vacancy, which term does not include a mere redeployment of staff because of a reduction in force, occurs in a position covered by this Agreement as a result of a resignation, termination, transfer, leave or new position (see Article III, Section 3.1), then so long as there are no qualified teachers entitled to be recalled from a RIF, a notice of such vacancy shall be emailed to all then-current teachers on their District email accounts at least five (5) working days before the vacancy is posted publicly. Each vacancy notice shall contain a job description and the qualifications needed for the position.

6.2 VACANCY INTERVIEWING

Any teacher who applies for a vacancy by submitting a written application in accordance with the timeline established in the posted notice and who is qualified for the position shall be given an interview for the position.

ARTICLE VII - PERSONNEL FILES

7.1 PERSONNEL FILE

The Board shall maintain only one (1) official personnel file.

7.2 RIGHT OF ACCESS

Each teacher shall have access, for examination purposes, to all of the material in his/her personnel file, with the exception of any evaluative or reference information received by the Board prior to the teacher's first employment day with the district. The examination of the personnel file shall occur during normal business hours at a time that does not interfere with the teacher's normal duties. The teacher may be accompanied on such examination by a representative of the Union. A member of the administration shall be present at the time of personnel file review.

7.3 PLACEMENT OF MATERIAL IN FILE

Every evaluation of a teacher shall be included in the teacher's personnel file. Any evaluation or disciplinary material placed in the file shall be signed and dated, and a copy shall be given to the teacher or placed in the teacher's mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved with acknowledgement of receipt by said teacher.

7.4 RIGHT OF COPY

Each teacher shall have the right to be furnished with copies of any or all file material, exclusive of confidential material named in Section 7.2.

7.5 RIGHT OF REBUTTAL

Each teacher is entitled to submit, within thirty (30) days, a written rebuttal to any document in his/her personnel file and to have the rebuttal attached to the original document.

7.6 REMOVAL OF MATERIAL FROM THE FILE

No teacher or administrator shall permanently remove any material from the teacher's file, except by mutual consent made in writing by the employee and the Superintendent or designee.

ARTICLE VIII - TEACHER EVALUATION

8.1 EVALUATION PLAN

Upon the request of either party, an evaluation committee consisting of three (3) teachers appointed by the Union President and three (3) administrators appointed by the Superintendent shall review the evaluation instrument(s), criteria and procedures utilized in the district. The committee shall submit any recommended changes in writing to the Board through the Superintendent and to the Union by April 30 of any school year in which such review has taken place. Such changes that are approved by the Board shall take effect at the beginning of the next school year. The District Evaluation Plan applies to all licensed professional personnel covered by this Agreement and therefore is considered a part of this Agreement. However, the Parties agree that the District has no obligation to bargaining concerning the substantive components of the District Evaluation Plan. Additionally, except for a tenured teacher, who may file a grievance alleging a violation of the procedural requirements set forth in the District Evaluation Plan regarding the observation process only, a teacher may not file a grievance concerning his/her evaluation (including the rating).

8.2 UNSATISFACTORY EVALUATION RATING APPEAL

Pursuant to Section 24A-5.5 of the School Code, a teacher rated *Unsatisfactory* on a summative evaluation may appeal the rating by submitting a timely notice of appeal to the Superintendent, with a copy to the Union president. The teacher's written notice of appeal must be submitted within five (5) teacher workdays after the receipt of the *Unsatisfactory* summative rating and submitted on a form provided by the Superintendent. The appeal will be submitted to the Superintendent's office by email or hand delivery.

Upon receipt of the appeal, the Superintendent or designee will inform the evaluator who issued the *Unsatisfactory* summative rating and convene the panel of qualified evaluators within five (5) teacher workdays. Untimely appeals will not be advanced to the panel of qualified evaluators and are not subject to challenge. The entire appeals process (from the day the appeals process is invoked until a final summative rating is established) will take no more than twenty (20) teacher workdays, unless mutually agreed upon between the Union and Administration. However, a failure to complete the appeals process in that time shall not result in a default to a higher rating or in the appeals panel losing its authority to complete its task. All efforts will be made to conduct appeals business during contractual work hours.

The teacher will specify in the notice of appeal the reasons the *Unsatisfactory* summative rating is erroneous and identify any facts or evidence to support the basis for appeal which may only include reference to specific evidence that has been collected through informal and formal observations, evidence provided by the teacher to the evaluator prior to receiving the summative rating, and dates or elements not consistent with the timelines or processes

established in the Teacher Evaluation Plan. No additional evidence may be added by the teacher, the initial evaluator, or any administrator.

The Joint PERA Committee will determine the criteria for reviewing an appeal. The Superintendent and Union President will assign a panel of three evaluators, with the Superintendent selecting one evaluator, the Union President selecting one evaluator, and the third evaluator to be agreed upon by both the Superintendent and Union President. The initial evaluator who previously assigned the rating of *Unsatisfactory* shall not be appointed to the panel. All panel members selected must have completed all training and pre-qualification required to serve as an “evaluator” as required in Section 24A-3 of the Illinois School Code. Qualified evaluator(s) may include licensed evaluators that are not employed by the school district. The teacher filing the appeal will not serve on the panel. The Union President or designee will be notified of and may attend all meetings convened by the panel, but will not participate in the assessment of the summative evaluation and supporting documentation or the panel’s final decision.

Upon review, each of the three evaluators on the panel will assign an evaluation rating of *Unsatisfactory* or *Needs Improvement* pursuant to the criteria for successful appeals determined by the Joint PERA Committee. The appeals panel members will submit their ratings to the Superintendent, with a copy to the Union President. If at least two of the appeals panel members assign a rating of *Unsatisfactory*, the prior rating shall be upheld and the District shall proceed with the implementation of a remediation plan as required by the School Code. If at least two of the appeals panel members assign a rating of *Needs Improvement*, the District shall proceed with the implementation of a professional development plan as required by the School Code. Decisions made by the District Superintendent, the Joint PERA Committee, or the appeals panel members regarding this process or individual evaluations are not subject to the grievance procedure.

ARTICLE IX - DISCIPLINARY ACTION

9.1 COMPLAINTS AGAINST TEACHERS

When any substantive complaint regarding a teacher is made to a Board member or an administrator by a parent, student, or teacher, the complaining party shall be asked to submit his/her complaint in writing and to discuss the matter with the teacher with the intention of resolving any differences before any action is taken. A complaining party's failure to submit his/her complaint in writing or to discuss the matter with the teacher does not preclude Administration from discussing the matter with the teacher.

9.2 INVESTIGATORY CONFERENCES

Each teacher has the right to be accompanied by a person of his/her choosing at any investigatory meeting with an administrator where the teacher reasonably believes that discipline may result from his/her answers to questions asked during the investigation.

9.3 DISCIPLINARY APPEARANCE

Whenever a teacher is required to appear before the Board or an administrator for a meeting at which disciplinary action will be communicated, reasonable advanced written notice of such meeting and the nature of the possible disciplinary action shall be given. The teacher may be accompanied at such meeting, but must provide written advance notice of the name and title of any representative who will attend. In the event the teacher chooses someone other than a Union representative, the Union President shall be given notice of any disciplinary action taken within a reasonable period of time following the meeting.

9.4 DISCIPLINARY PROCEDURE

A teacher may be suspended without pay only for just cause.

ARTICLE X - REDUCTION IN FORCE

10.1 COMPLIANCE WITH SCHOOL CODE

Any reductions in certificated personnel shall be in compliance with Section 24-11 and 24-12 of the Illinois *School Code* (105 ILCS 5/24-11 and 105 ILCS 5/24-12). This Section 10.1 is for reference only and is not grievable or arbitrable.

10.2 NOTICE TO UNION

Before the Board makes any reduction in personnel, it shall advise the Union regarding such reductions and before taking action, seek the Union's views on the matter.

10.3 REDUCTION BY ATTRITION

When such reductions in personnel are required among tenured teachers, the administration shall attempt the same by attrition.

10.4 DISMISSAL OF TEACHERS DUE TO REDUCTION IN FORCE

If the Board determines it is necessary to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, it may honorably dismiss teachers upon written notice at least 45 calendar days before the end of the school year. Such honorable dismissals will be by position and in order of statutory groupings, as may be modified by the RIF Joint Committee, and in order of statutory criteria within groupings. The "length of continuing service" within a grouping is determined by the teacher's seniority, as calculated below.

10.5 SENIORITY

Seniority is determined as follows:

1. Length of time since date of Board action to hire the teacher, with part-time service being pro-rated according to the teacher's full-time equivalency (FTE).
2. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by educational advancement beyond a Bachelor's degree, with the teacher with greater educational advancement having greater seniority.
3. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by any additional endorsements held, with the teacher having more additional endorsements having greater seniority.

4. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority is determined by total years of experience in the teaching position at issue, whether in the District or elsewhere.
5. If two or more teachers remain equal after application of the factor(s) set forth above, then seniority shall be determined by random drawing.

10.6 RECALL RIGHTS

Teachers who are honorably dismissed under this Article from Groups 3 or 4 of the Sequence of Honorable Dismissal List shall be placed on a recall list for a period of one calendar year from the beginning of the following school term. Teachers who were honorably dismissed from Group 2 and are statutorily eligible for recall shall be placed on a recall list until the February 1 following their effective date of dismissal. Should the Board have vacant teaching positions during these periods of time, it shall first offer employment to those teachers honorably dismissed who are qualified for the position, in reverse order of dismissal. Teachers who are offered to be recalled to a vacant position must, within ten (10) calendar days of the date of a recall letter sent to their last known address, accept or reject the offer. A teacher's failure to notify the District of acceptance of a tendered position within that time period will be deemed a rejection of the offered position. Any teacher who rejects an offer of a full-time vacant position for which he/she is qualified waives any further recall rights and no longer will be eligible for any other vacancy becoming available during the remainder of the recall period.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 DEFINITION

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed within fifteen (15) school days after the occurrence of the event that gives rise to the grievance. If school is not in session during any portion of the grievance process, school days shall be defined as business days. A grievance on the evaluation process may not be filed solely on the basis of a conclusion of the evaluator.

11.2 GRIEVANCE PROCESS

Step 1

The grievant shall file his grievance in writing with his building principal or designee within fifteen (15) school days of the occurrence of the event that gives rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within fifteen (15) school days of the conference.

Step 2

If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his/her designee in writing within fifteen (15) school days after he/she has received the decision of the building principal or his/her designee. The Superintendent or his/her designee shall confer with the grievant within fifteen (15) school days after the receipt of the appeal, and a written decision shall be rendered to the grievant by the Superintendent or his/her designee within fifteen (15) school days.

Step 3

If the grievance is not settled at the second step, the grievant may appeal to the Board in writing within fifteen (15) school days after he/she has received the decision of the Superintendent or his/her designee. The grievance shall be submitted to the Board to be considered as soon as practical thereafter. The grievant, acting independently or through the Union, may present a written grievance to the Board or may request an oral hearing, which shall be granted at the discretion of the Board. If granted, the hearing shall be conducted by the full Board or by a subcommittee of the Board. The Board shall render its decision within fifteen (15) school days after the meeting.

Step 4

In the event the grievant is not satisfied with the disposition of his/her grievance at Step 3, the Union may submit the grievance to binding arbitration within fifteen (15) school days after receipt of the Board's answer in Step 3. The parties shall attempt to agree upon an arbitrator within fifteen (15) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the fifteen (15) school day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decisions or recommendations on any other issue not so submitted to him/her. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator shall be split between the parties.

ARTICLE XII - TEACHER LEAVES

12.1 SICK LEAVE, PERSONAL BUSINESS LEAVE, AND BEREAVEMENT LEAVE

- A. Each regularly employed full-time teacher is allowed sick leave for personal illness, injury, medical appointment, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, to the extent of the following annual allotment:

Years one (1) through ten (10) of employment: fourteen (14) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Years eleven (11) through twenty (20) of employment: nineteen (19) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Years twenty-one (21) through thirty (30) of employment: twenty-four (24) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Beyond thirty (30) years of employment: twenty-nine (29) days without pay deductions each year, of which four (4) may be used as personal days. Unused sick leave shall accumulate without limit.

Each regularly employed part-time teacher is allowed sick leave, which shall be pro-rated as a percentage of his/her FTE.

- B. For purposes of this Section, "immediate family" includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, stepchild, stepparent, and legal guardians.
- C. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, 30 days for birth, or as it may deem necessary in other cases.
- D. Four (4) days of the annual allotment of sick leave days as shown in section 12.1.A of this article per year may be used for personal business leave, without deduction in pay, for the purpose of transacting or attending to personal, legal, business, household or family matters that require absence during school hours.

1. Part-time teachers shall be granted personal business leave days on a prorated basis.
 2. Teachers shall not be required to disclose the reason for personal business leave.
 3. Personal business leave shall not be granted the school day before or after a holiday (other than for a religious holiday), on institute days, on parent-teacher conference days or evenings, or during any of the first three (3) days of student attendance (except a teacher may request an exception to accompany a child to college or kindergarten orientation) or any of the last three (3) days of student attendance.
 4. Written notification for such leave shall be given to the building principal at least three (3) days in advance of an expected absence. In case of emergency, written notification shall be submitted to the principal on the first school day following the absence.
- E. Sick leave allowance for a teacher who is employed or who resigns during the school year shall be prorated on the basis of the portion of the school year during which he or she was employed.
- F. The annual allowance described in Section 12.1A shall be fully credited in advance to the record of each teacher, effective with the first day of annual employment. The annual allowance shall be added to the sick leave accumulated from previous years.
- G. Paid sick days may not be used by a teacher who is teaching summer school or a teacher who is on an approved unpaid leave. Further, additional sick leave days will not be granted to a teacher who is on an approved unpaid leave.
- H. Teachers may access their sick leave report online. This report shall include (1) sick leave accumulation as to the beginning of the previous school year, (2) the record of days deducted the previous year, (3) the days advanced for the current school year and (4) the total number of days credited and applicable for the current school year. Teachers shall review and report any discrepancies in this information within the first four (4) weeks of the school year; after that point, the information will be deemed final and accurate.
- I. Whenever a teacher is absent from school due to a workers' compensation claim that has been approved by the District's workers' compensation carrier, in addition to the workers' compensation disability benefits paid, the District shall pay 1/3 of a day of the teacher's sick leave (if available), which shall be deducted from the teacher's current or accumulated sick leave in 1/3-day increments.

12.2 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board shall grant unpaid Family/Medical Leave to eligible teachers who have completed one (1) year of service to the district and otherwise meet the requirements of the FMLA. Leave shall be granted for up to twelve (12) weeks per rolling 12-month period. An employee granted an FMLA leave will continue to be covered under the district's group health and dental insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if employed continuously during the leave period. (The employer will continue to make premium payments in the amounts required by Sections 15.2-15.4 of this Agreement. Employee contributions will be required either through payroll deduction or by direct payment to the district, with the employee being advised in writing at the beginning of the leave period as to the amount and method of payment required.)

Leave taken for a purpose that qualifies for FMLA leave will be counted against the employee's FMLA entitlement. If the purpose for the leave also qualifies for the use of paid sick leave, the teacher shall use paid sick leave concurrently with FMLA leave. Additional information concerning FMLA requirements and benefits shall be provided to employees by the business office upon request.

12.3 LEAVE DURING PREGNANCIES AND ADOPTIONS

A. Use of Sick Leave During Pregnancy or Adoption

1. Pregnancy shall be treated like an illness. In such instances, the teacher may begin taking accrued sick leave, as limited in Section 12.3(A)(4) below, whenever it is medically necessary, but no later than when she is unable to perform her duties satisfactorily. The term "satisfactorily" means as certified by a doctor.
2. For the purpose of ascertaining the duration of the leave in case of adoption, the date that the child is placed with the parent or parents shall be equated with the date of birth.
3. A teacher shall notify the Superintendent in writing at least four (4) weeks prior to the date that the teacher will begin using sick days for pregnancy or adoption.
4. Typically, teachers who miss days of work following the birth of a child shall be allowed, to the extent they have accrued such days, to use up to six (6) weeks of paid sick leave for a normal delivery and up to eight (8) weeks of paid sick leave for a C-Section. Paid sick leave shall only be available during the six (6) to eight (8) weeks, as applicable, immediately following the delivery and only if the teacher must miss work days during this period.

5. Teachers whose personal health is compromised after delivery, or whose infant is chronically ill, will be allowed to use paid sick leave (if available) beyond the typical recovery period on the physician's orders.
6. The Board reserves the right to secure a medical evaluation from a physician of its choice. If such an evaluation is secured, the Board shall pay the costs.
7. A teacher who is not eligible for FMLA leave and does not have enough sick leave to cover the days of work missed following the birth or placement of a child is entitled to up to a 30-consecutive-school-day leave so long as such leave is used within the same school year. The teacher must use his/her accrued sick days as a basis for pay, and after exhaustion of his/her accrued sick days, any remaining days of the leave will be unpaid.

B. Use of Family and Medical Leave Taken to Care for Newborn/Newly Placed Child

Eligible teachers shall use up to twelve (12) weeks of FMLA leave to care for a newborn or newly placed child during the first twelve (12) months following the child's birth or placement. Such leave time shall be unpaid, unless the parent or child has a serious illness, in which case any available sick leave shall be used as a basis for pay and shall run concurrently with the FMLA leave. FMLA leave taken to care for a newborn or newly placed child may not be taken on an intermittent basis and may not be used to demand a part-time position.

C. Use of Unpaid Parental Leave During Pregnancy, Adoption, or Subsequent Childcare Period

A tenured teacher (female or male) has the right to an additional unpaid parental leave without district benefits. A tenured teacher on unpaid parental leave has the right to continue participation in the district's health insurance plan at his/her own expense, so long as the carrier allows such continued participation.

1. Conditions of Unpaid Parental Leave

- a. All requests for unpaid parental leave must be submitted in writing to the Superintendent at least four (4) weeks prior to the beginning date of the leave. The duration of the leave shall be for the remainder of the school year in which it is granted, provided that if the child is born after January 1, the teacher may request to remain on leave for the subsequent school year.

- b. A teacher who is on unpaid parental leave during the subsequent school year must notify the Superintendent by February 1st of his/her intention to return to the district the following school year. Failure to so notify the Superintendent shall constitute a resignation.
 - c. Teachers who take a full year of unpaid parental leave shall not be granted sick leave days for the year of such leave.
2. **Benefits of Unpaid Parental Leave Shall Be Limited to the Following:**
- a. While on leave, the teacher may continue to participate in the district insurance plan for the duration of the leave if he/she pays all premiums and the carrier permits his/her continued participation.
 - b. Upon return from the leave, the teacher shall be guaranteed a position in the district for which, in the Board's judgment, the teacher is qualified in accordance with state educator licensure law.
 - c. The teacher shall be permitted to retain all unused sick leave accrued as of the start of the leave.
 - d. Provided that the teacher complies with all of the conditions of the leave, the teacher's tenure status shall not be impaired by virtue of the leave.
 - e. The teacher shall not receive experience credit for salary advancement for any year in which unpaid leave is taken unless the teacher teaches at least one hundred and twenty (120) days..

12.4 LEAVE AS DELEGATE TO I.F.T. CONVENTION

Upon at least one week's advance written request, one (1) member of the Union shall be excused without loss of salary, or without being charged for leave, to serve as a delegate to the annual Illinois Federation of Teachers Convention. The Union shall reimburse the Board for the cost of a substitute teacher.

12.5 SPECIAL LEAVE FOR TENURED TEACHERS

Upon a tenured teacher's request, a leave of absence for up to one (1) year may be granted without pay upon the recommendation of the Superintendent and approval of the Board.

1. Conditions of Unpaid Special Leave for Tenured Teachers

- a. All requests for unpaid special leave must be submitted in writing to the Superintendent at least four (4) weeks prior to the beginning date of the leave.
- b. A teacher who is on an approved leave during the school year must notify the Superintendent by February 1st of his/her intention to return to the district the following school year. Failure to so notify the Superintendent shall constitute a resignation.
- c. Teachers who take a full year of unpaid special leave shall not be granted, and may not use, accrued sick leave days for the year of such leave.

2. Benefits of Unpaid Special Leave Shall Be Limited to the Following:

- a. While on leave, the teacher may continue to participate in the district insurance plan for the duration of the leave if he/she pays all premiums and the carrier permits his/her continued participation.
- b. Upon return from the leave, the teacher shall be guaranteed a position in the district for which, in the Board's judgment, the teacher is qualified in accordance with state educator licensure law.
- c. The teacher shall be permitted to retain all unused sick leave accrued as of the start of the leave.
- d. Provided that the teacher complies with all of the conditions of the leave, the teacher's tenure status shall not be impaired by virtue of the leave.
- e. The teacher shall not receive experience credit for salary advancement for any year in which unpaid leave is taken unless the teacher teaches at least one hundred and twenty (120) days.

12.6 SABBATICAL LEAVE

A. Introduction

Continued study and professional growth is essential for all teachers. It is recognized that the granting of sabbatical leave is discretionary with the Board.

It is intended that the establishment of a policy for granting sabbatical leaves shall be a means whereby teachers shall have added opportunity for attainment of knowledge and skills that shall result in the further improvement of instruction.

B. Purpose

Application for sabbatical leave may be made for one (1) of two (2) purposes:

1. Study

Requests for study shall include the areas of study to be pursued and the institution at which work shall be taken.

2. Travel

Requests shall include an itinerary of the proposed tour. Reports shall be filed with the Superintendent as required.

C. Qualifications and Application

In order to be considered for a sabbatical leave, applicants must:

1. Complete a total of seven (7) years of teaching experience in the district.
2. Submit a request for sabbatical leave for the ensuing school year to the Superintendent in writing prior to February.

D. Stipend

Compensation to the recipient of a leave shall be as follows:

1. Sabbatical leave stipend is to be based on the salary that the recipient would receive for usual professional services during the period of absence.
2. A stipend of fifty percent (50%) of contractual pay shall be allowed to a teacher granted a sabbatical leave. However, such salary shall not be less than the minimum provided by Section 24-8 of the Illinois School Code.
3. The stipend shall be paid by check on the regular payroll schedule.
4. The only benefits a teacher on sabbatical leave shall receive, in addition to the stipend, are the Board contribution to insurance coverage and the Board payment of the contribution to the Teachers' Retirement System. These Board contributions are computed on the salary such teacher

received for the year immediately prior to the leave. The teacher shall not be eligible for tuition reimbursement.

5. While on leave, the recipient shall neither accrue nor be charged for sick leave.

E. Obligation of Recipient to District

Teachers accepting a sabbatical leave shall do so with the understanding that:

1. The teacher agrees in writing to continue in the employment of the district for a minimum of two (2) school years after completion of the leave.
2. If, for reasons other than illness or incapacity, the teacher does not complete a minimum of two (2) years of professional service to the district upon completion of the sabbatical leave, the recipient of the leave agrees to reimburse the district for a portion of the stipend. Reimbursement shall be that portion of the stipend as the relationship of the uncommitted time bears to two (2) years.
3. The person on leave shall not engage in any activity unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. This does not preclude the acceptance of a grant or scholarship.

F. Number of Leaves and Priority

In the event several qualified applicants request sabbatical leaves, the following rules shall apply:

1. No more than two (2) sabbatical leaves shall be granted annually. Administrative personnel are not included in this quota.
2. Priority
 - a. First priority shall be based on total years of professional teaching service in District 74.
 - b. Second priority shall be based on total years of professional teaching service.
3. In the event applications for leave exceed the number of leaves to be granted, unsuccessful applicants shall receive top priority for leaves during the following year.

G. Other Considerations

1. A minimum of seven (7) years must elapse between sabbatical leaves.
2. Consideration shall be given to requests for a leave lasting one-half (1/2) of the school year, providing:
 - a. The previously stated qualifications are met, and
 - b. That a suitable replacement can be obtained for one-half (1/2) year. A recipient receiving a one-half (1/2) year leave must complete seven (7) years' service prior to becoming eligible for another year.

H. Return from Sabbatical Leave

A teacher who is on an approved sabbatical leave must notify the Superintendent by February 1st of his/her intention to return to the district the following school year.

12.7 VOLUNTARY SICK LEAVE TRANSFER

On a voluntary basis, a teacher may donate one or more of his/her paid sick leave days, in full-day increments only, to a teacher who has experienced a catastrophic personal illness or injury or other extraordinary life-altering event and who has exhausted his/her own sick leave days. A teacher is permitted to receive donated sick days only once during his/her career in the District. This benefit is not available in any circumstance where the transfer of sick leave days would cause an excess sick leave contribution or penalty payment to TRS or any other additional expense for the Board.

The decision as to whether a particular teacher's circumstance qualifies for this benefit is solely up to the Union. The Union is solely responsible for gathering and reviewing any substantiation of need from the requesting teacher. The Union is also responsible for notifying teachers of a qualifying circumstance, requesting the donation of sick leave days and of notifying the Superintendent or designee in writing of the intended recipient and the number of days donated by each teacher. The Administration's only role in administering this benefit is to receive the Union's list of the number of days donated by each teacher, deducting sick leave from said teachers and paying the donated days to the recipient teacher.

In no event shall any one teacher receive more than thirty (30) donated sick leave days during the course of his/her employment with the District. If more teachers offer to donate their sick leave days than the recipient teacher requires, the Union will determine which teachers will actually make the donation. Teachers who donate a sick day(s) understand these days have been donated to another and cannot be used or recouped by

the donor in any way. Any teacher receiving donated days must use the days; such donated days do not accumulate.

As this is a Union-administered benefit, this Section 12.7 is not subject to the grievance and arbitration procedure of this Agreement, except that the Union may file a grievance if the Board fails to meet its “only role in administering this benefit.” Furthermore, to the extent any teacher or any other person brings a grievance, charge, claim, demand, or cause of action against or otherwise attempts to hold liable the District, its Board of Education, its Board members or officers, or any of its employees, agents, representatives, or successors (“Indemnified Parties”) for any act or omission arising from, related to, or connected with this voluntary sick leave transfer benefit, the Union will indemnify and defend any and all Indemnified Parties, including but not limited to attorney’s fees of the Indemnified Party(ies).

ARTICLE XIII— SALARY SCHEDULE PLACEMENT

13.1 CREDITABLE PRIOR EXPERIENCE

- A. A maximum of ten (10) years of teaching experience outside the district may be credited in the placement of new personnel on the salary schedule.
- B. Initial placement on the salary schedule shall be upon the recommendation of the Superintendent.
- C. Credit may include education experience other than teaching per se.

13.2 HORIZONTAL MOVEMENT

Teachers' horizontal movement on the salary schedule will be determined and applied each September 1 and February 1 based on preapproved courses and documentation on file with the Superintendent on those dates.

A teacher who has been at the bottom of a salary class for more than one year (*i.e.*, cannot advance further vertically within the class) and who later achieves horizontal movement by means of additional education will advance one class horizontally but will not be moved vertically, except the teacher may also move one step vertically if the horizontal movement occurs at the end of a school year and the teacher would otherwise be eligible for vertical advancement.

Horizontal placement on the salary schedule shall be as follows:

- A. **Class I** shall consist of teachers holding a bachelor's degree.
- B. **Class II** shall consist of teachers holding a bachelor's degree plus sixteen (16) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class II under a prior collective bargaining agreement.
- C. **Class III** shall consist of teachers holding a master's degree or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class III under a prior collective bargaining agreement. Any hours taken prior to receiving a master's degree shall not be carried over for movement to Class IV or Class V.
- D. **Class IV** shall consist of teachers holding a master's degree plus sixteen (16) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class IV under a prior collective bargaining agreement.

- E. **Class V** shall consist of teachers holding a master's degree plus thirty-two (32) semester hours or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class V under a prior collective bargaining agreement.
- F. **Class VI** shall consist of teachers holding a doctoral degree (*i.e.*, PhD or EdD) or who, as of August 1, 2017 (grandfathered), already qualified for placement in Class VI under a prior collective bargaining agreement.

13.3 VERTICAL PLACEMENT/MOVEMENT

The vertical placement on the salary schedule indicates an individual's position on the vertical scale and does not necessarily reflect a teacher's years of experience. Vertical movement on the salary schedule is not automatic and is contingent upon continued teaching efficiency and evidence of professional growth satisfactory to the Superintendent and the Board. A new teacher who begins teaching after the beginning of the school year must complete at least one hundred twenty (120) school days to receive experience credit for advancement on the salary schedule the following year.

ARTICLE XIV - COMPENSATION OTHER THAN SCHEDULED SALARY

14.1 COMPENSATION FOR EXTRA DUTIES

- A. Additional compensation may be allowed by the Board, based upon recommendations made by the Supplementary Salaries Committee.
- B. The Supplementary Salaries Committee shall consist of one (1) member of the Union, the Superintendent or his/her representative, and the principal of the building where the extra-curricular services or responsibilities shall occur. The Committee shall meet at least once during the months of March or April. It may meet as often as necessary. The Superintendent or his/her representative shall call meetings and prepare an initial agenda.
- C. The Committee shall:
 - 1. Annually evaluate all existing administrative supervisory and extra-curricular services performed by teachers.
 - 2. Consider proposals for the addition of such services or programs.
 - 3. Make recommendations to the Board concerning the addition, elimination, or modification of the services programs.
 - 4. Make recommendations to the Board concerning pay for administrative, supervisory, and extracurricular services performed by teachers.
- D. Each Extra-Duty Stipend shall be increased by 3% per year of this Agreement.

14.2 LONGEVITY STIPEND

Each year, teachers in Class III or higher who have completed a year of teaching at the last step in their respective salary class will receive a longevity payment of \$900, in lieu of vertical advancement. This longevity stipend shall accumulate for each additional year the teacher is employed in the District after the longevity stipend is initially received. For years of longevity accumulated prior to the 2021-2022 school year at a lower rate, the longevity stipend will be recalculated at this higher rate and will continue to accumulate accordingly during the term of this Agreement.

ARTICLE XV - FRINGE BENEFITS

15.1 ELIGIBILITY OF PART-TIME TEACHERS

Any teacher employed for more than one-half (1/2) time, who subsequently is reassigned involuntarily to a position for one-half (1/2) time or less, is entitled to receive fringe benefits for which he/she is eligible under the applicable District plans on a pro rata basis.

15.2 LIFE INSURANCE

The Board shall pay the premium for term life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time teacher who has completed one (1) year of service with the district. Teachers may purchase additional life insurance in blocks of ten thousand dollars (\$10,000), provided total life insurance coverage does not exceed two hundred-fifty percent (250%) of a teacher's base salary. This life insurance benefit is subject to age-based reductions as dictated by the policy.

15.3 LONG TERM DISABILITY INSURANCE

The Board shall pay the total premium for long term disability insurance for all full-time teachers.

15.4 HOSPITAL, MAJOR MEDICAL AND DENTAL INSURANCE

Teachers may participate in the district's group hospital, major medical and dental insurance plans. The provisions covering that participation are:

- A. For the 2017-2018 school year, seventy percent (70%) of single or family membership shall be paid by the Board toward the hospital and major medical insurance coverage for all full-time teachers. In each subsequent year of this Agreement, the Board shall pay 70% of any increase in the cost of hospital and major medical premiums up to a 6.5% premium increase over the prior year, and the Board and the employee shall split any premium increase in excess of 6.5% over the prior year on a 50/50 basis. In any year in which an increase in premium costs exceeds 6.5%, the Board's contribution rate shall be recalculated and shall continue at that percentage unless and until there is another increase in premium costs in excess of 6.5%, at which point the Board's contribution rate shall be recalculated again. In the event of less than a 6.5% increase in premium costs, there shall be no recalculations and no carryover to a subsequent year.

For example, suppose premiums in Year 1 were \$500 per month. The Board would pay 70%, or \$350.

Year 2 with 6.5% or Less Increase in Premiums

Suppose the premiums increased by 4% in Year 2, to \$520 per month, the Board would still pay 70%, which would be \$364. The Board would continue paying 70% of premiums and premium increases thereafter unless and until a premium increase exceeds 6.5%.

Year 2 with Greater than 6.5% Increase in Premiums

However, suppose the premiums instead increased by 8% in Year 2 (to \$540 per month), the calculation would work as follows:

- the Board continues to pay 70% of the prior year's premiums (i.e., the same \$350 it paid in Year 1); plus
- for the first 6.5% of the increase in premiums (i.e., the first \$32.50 per month), the Board will pay 70%, or \$22.75; plus
- for the remaining 1.5% increase in premiums (i.e., the remaining \$7.50 per month), the Board will pay 50%, or \$3.75.

This would equal a total Year 2 premium payment by the Board of \$376.50 per month, or 69.7% of the total premium increase. The Board would continue paying 69.7% of premiums and premium increases thereafter unless and until a premium increase again exceeds 6.5%.

- B. Employees may elect health insurance coverage through a Health Maintenance Organization. In such case, the Board shall pay the same percentage amount toward the HMO premium that it pays toward the premium of the district's primary group hospital and major medical plan selected by the Board.
- C. Eighty-five percent (85%) of single and family membership shall be paid by the Board toward the dental insurance coverage for all full-time teachers.
- D. PPO and HMO Benefit Summaries and Plan Documents will be kept on file by both parties.
- E. The parties agree to create a standing "Insurance Committee" comprised of two (2) members appointed by the LTA, two (2) members appointed by the LSSU, and four (4) members appointed by the Board. The Committee will regularly meet (in no event less than once each school year) to review and analyze the District's Major Medical Insurance Plan and to consider ways to reduce premiums and contain insurance costs. The Committee will work collaboratively with the Board, the Business Manager, and available human resources (such as the District's insurance consultants) to obtain information

necessary to make decisions regarding possible changes and options to the Plan to contain premium costs. The Committee may, upon majority vote (and ensuing approval by the Board, the LTA, and the LSSU) agree to change the Plan (including but not limited to changing Plan administrators, deductibles, co-pay levels, out-of-pocket limits, type of coverage, carriers) to reduce costs and premiums. If it appears that premium rates will increase for any of the HMO or PPO coverages by 6.5% or more from one plan year to the next, the Committee will meet and use all good faith efforts to approve ways to reduce such premium increases for that coverage to less than 6.5%. If the Committee is unable to approve such changes, or the parties do not approve such changes, any premium increases in excess of 6.5% will be split equally between the Board and the employee.

- F. If federal health care reform legislation or new regulations developed in connection with that legislation will impose additional costs or taxes on the School District because of the provisions in Section 15.4 during the term of the contract, the parties agree to meet, either directly or through the Insurance Committee, and negotiate plan design changes or other changes in other health plan terms, sufficient to avoid such additional costs or taxes.

15.5 SALARY REDUCTION PLAN

The Board shall maintain a salary reduction plan that meets the requirements of Section 125 of the Internal Revenue Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amount specified. The total amount elected shall be deducted from the teacher's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

Prior to the beginning of the plan year, teachers wishing to participate shall designate in writing the dollar amount(s) elected for that year for each of the following benefits:

- A. \$ _____ Premium for group health insurance
- B. \$ _____ Reimbursement for the amount of deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined by Section 213 of the Internal Revenue Code up to the amount permitted by the Code.
- C. \$ _____ Reimbursement for dependent care assistance as defined by Section 129 of the Internal Revenue Code up to the amount permitted by the Code.

- D. \$ _____ Premium for group term life insurance equal to the nearest thousand dollars of salary up to the limit of insurance carried by the employee.

The amounts designated may not change during the plan year except if there is a change in the family status or other circumstance provided for in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis shall be forfeited and otherwise paid to the teacher during that year or carried over to a succeeding plan year.

15.6 INSURANCE COVERAGE FOR RETIRED TEACHERS

Subject to the limitations below, the Board will pay one of the following benefits, at the teacher's election, for any full-time teacher who retires through TRS and who has taught in District 74 for at least fifteen (15) years at the time of retirement:

- A. Single premium cost for TRIP insurance, up to a maximum of \$5,000 annually, until the teacher/retiree becomes Medicare-eligible; or
- B. A lump sum post-retirement payment of \$35,000, subject to applicable taxes, to be paid in January following the year of the teacher's retirement.

15.7 PAYMENT FOR UNUSED SICK LEAVE

A teacher retiring at age fifty-five (55) or older shall receive fifty dollars (\$50.00) per day for each unused sick day above three hundred-forty (340). This amount shall be added to the teacher's final paycheck and considered part of the teacher's final year's salary, but only to the extent it does not cause the teacher's creditable earnings in the final year to increase more than 6% over the prior year. Teachers who elect a retirement incentive under Section 15.14 are not eligible for this benefit.

15.8 RETIREMENT STIPEND

Teachers who retire through the Illinois Teachers' Retirement System (TRS) and who have taught in District 74 for ten (10) or more years, shall receive a stipend of three hundred dollars (\$300) for each year of employment in the District 74 in excess of ten (10) years and two hundred dollars (\$200) for each year of employment in District 74 in excess of twenty (20) years. Such stipend shall be added to the teacher's final paycheck and considered part of the teacher's final year's salary, but only to the extent it does not cause the teacher's creditable earnings in the final year to increase more than 6% over the prior year. Any excess amount shall not become due and payable until after receipt of the final regular paycheck or last day of work, whichever is later, and shall be paid in a single lump sum. Teachers who elect a retirement incentive under Section 15.14 are not eligible for this benefit.

15.9 PROFESSIONAL WORK LOG

The Board may require the participation of teachers in administratively approved committees or work groups during non-contractual work hours, or to perform additional responsibilities not specifically included in the Extra Duty Schedule during non-contractual work hours, provided that, after 7.5 hours of non-contractual work hours in a given school year, the Board will pay the teacher at the District's current hourly curriculum rate. To qualify for compensation, all such hours, including the initial seven and one-half (7.5) hours, (1) must be in activities that are pre-approved by the Superintendent, (2) must be recorded in a Professional Work Log ("Log") by the teacher, (3) must be verified by the committee chair/supervisor/administrator, and (4) must be submitted to the District office by the payout date for the third trimester for payout at the end of the year.

Any work that qualifies for separate payment via stipend or reimbursement or that counts in any way toward advancement on the salary schedule does not qualify as hours worked for purposes of the Log. Attendance at parent-teacher conferences (when counted as part of the school year for teachers) does **not** qualify for the Log. The following do qualify for the Log: Curriculum Committees, Strategic Planning, Staff Development, Curriculum Nights, Open House, Parent Education Nights, Kindergarten orientation, Third-Grade Orientation.

15.10 REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

Teachers may attend administratively pre-approved professional development workshops or other similar activities. Registration for such pre-approved activities, if applicable, will be reimbursed by the Board. For pre-approved out-of-District workshops, the Board will reimburse for travel, meals, and lodging, in accordance with the Board's policy on reimbursements. Reimbursement is contingent on submission to the Superintendent or designee of documented proof of expenses and verification of successful completion.

To the extent pre-approved workshops occur on a non-work day, a teacher's hours in attendance at the event, excluding travel time, may be included in the teacher's Professional Work Log and will qualify for compensation as dictated by the Professional Work Log provision (*i.e.*, Section 15.9). Such professional development hours are not a basis for movement on the salary schedule.

15.11 PAYMENT AND SALARY ADVANCEMENT FOR NATIONAL BOARD CERTIFICATION

1. Tenured teachers who are in at least Class 3, Level 5 of the salary schedule and who have received an "excellent" rating on their most recent teacher evaluation

may register to achieve certification by the National Board for Professional Teaching Standards (“NBPTS”), at Board expense up to \$2,000.

2. National-Board-certified teachers (whether achieved through the Board-paid program described in the preceding paragraph, at the teacher’s own expense, or at a prior school) in Classes I-IV on the salary schedule will be paid one salary Class higher than dictated by their educational experience. National-Board-certified teachers in Classes V-VI on the salary schedule will receive the salary matching their educational experience, and will receive an annual stipend of \$2,400 each year their National Board Certificate is active.

15.12 TUITION REIMBURSEMENT

Believing that professional study is beneficial both to the teacher and the school system, the Board shall share in the tuition cost of pre-approved courses of study. Tuition shall mean the cost of the course and will not include any other fees associated with enrollment at the school or university.

At least one month before the start of a program or course, a teacher who wishes to request tuition reimbursement must submit a written request (which must include a description of the course or program) for approval to the Superintendent or his/her designee. If the request is approved, the teacher will receive tuition reimbursement as set forth below for:

- a. an accredited graduate degree program or post-graduate coursework in an instructional, content-specific area;
- b. an accredited undergraduate degree program in a hard-to-fill area, which may include, but is not limited to, special education, Spanish, ELL, ESL; or
- c. accredited undergraduate coursework leading to an additional endorsement or satisfying a pre-requisite course that must be taken to proceed with another approved program.

The approval or denial under this section of any coursework or of any program is non-precedential and is not subject to the grievance procedures of this contract. A school year is considered from September 1 to August 31.

Upon submission of official transcript(s) and receipts(s) for pre-approved courses and expenses in writing by the Superintendent or designee, the teacher shall be reimbursed for the tuition cost of such course(s) as follows:

- A. Fifty percent (50%) reimbursement for teachers with one (1) to three (3) completed years of service in the district. A teacher is eligible for

reimbursement of any course that concludes after July 1 of the first year of service.

- B. Sixty percent (60%) reimbursement for teachers with four (4) to ten (10) completed years of service to the district.
- C. Seventy-five percent (75%) reimbursement for teachers with eleven (11) or more completed years of service to the district.

A maximum of two hundred dollars (\$200.00) a year may be used to cover textbooks and/or other required materials for pre-approved courses.

All courses shall be from institutions accredited by the North Central Accreditation Association or its equivalent.

If a teacher voluntarily terminates his/her employment in the district, he/she shall repay the reimbursement received during the last school year.

Teachers who meet the criteria under this Section 15.12 are eligible to request tuition reimbursement, regardless of whether they are eligible for salary class advancement.

15.13 TRANSPORTATION

- A. The current IRS rate shall be allowed a teacher who is authorized to drive his/her private automobile on school business within a radius of two hundred (200) miles from the district. Beyond two hundred (200) miles, reimbursement shall be the same as that charged for airline or railroad passage. All requests for mileage reimbursement shall be submitted to the Superintendent or designee for pre-approval.
- B. All necessary expenses of attending conventions shall be submitted to the Superintendent or designee for pre-approval, and payment shall be made only after review and verification.

15.14 SERVICE RECOGNITION BENEFIT

Teachers who retire through the Illinois Teachers' Retirement System (TRS) and who have taught in District 74 for fifteen (15) or more years on the day of retirement shall be eligible to receive a service recognition Benefit (SRB), provided that the teacher submits an irrevocable letter of intent to retire to the Superintendent by May 15 at least four (4) years in advance of retirement, and provided that the teacher's increases in the years prior to receipt of the SRB will not cause the Board to pay any penalties to TRS resulting from creditable earnings increases in excess of six percent (6%) in the teacher's four (4) years used for the TRS pension calculation.

A teacher choosing to receive the SRB shall not be eligible to receive the benefits referenced in Sections 15.7 and 15.8 of this Agreement. Once an irrevocable notice of intent to retire is received by the District, in no year shall a teacher receive an increase in creditable earnings of more than 6% over his/her prior year's creditable earnings unless pre-approved in writing by the Superintendent.

Further, teachers electing to receive the SRB under this section shall not be eligible to receive additional benefits under Board Policy 5:210 (Supplement to TRS Early Retirement Plan).

In each year that benefits are received under this program, the teacher shall not be paid in accordance with the salary schedule and, in lieu thereof, shall receive a six percent (6%) increase over the teacher's prior year base salary (which shall include any longevity paid to the teacher in the prior year, but which shall not include any further increases to longevity) for a period of up to four (4) school years.

To the extent the retirement benefits described under this Section cause the Board to pay additional penalties to TRS, the Board has the right to reduce the payment of such benefits so that the Board will not incur such penalties.

The parties acknowledge that the statutory threshold for the Board's obligation to pay an excess salary contribution (currently 6%) is currently being discussed by the Illinois General Assembly. The parties therefore agree that if the statutory threshold is legislatively reduced to a point that the creditable earnings increases under the SRB as stated above would require the Board to pay excess salary contributions on those payments, the parties will reopen negotiations regarding the SRB.

ARTICLE XVI - TAX SHELTERING OF TEACHERS' RETIREMENT CONTRIBUTION

The teachers' TRS contribution shall be withheld from the teacher's W-2 and reported accordingly to the Illinois Teachers' Retirement System. The salary schedule shall be annotated as follows:

The above schedule includes a Board contribution (the current mandated amount shall be specified in the annotation) to the Illinois Teachers' Retirement System. No teacher shall receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

The Union and each teacher shall defend, indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this Section. No such claim, demand, action or suit may be settled or compromised by the Union without the written consent of the Board, if such claim, demand or suit adversely affects the Board, its members, its agents and/or its employees.

ARTICLE XVII - NO STRIKE CLAUSE

The Union agrees not to strike, not to engage in work stoppages and not to picket in any manner which would disrupt the operation of any public school in the district or the administrative offices of the Board for the duration of the Agreement and the extension thereof.

ARTICLE XVIII - NEGOTIATIONS PROCEDURE

18.1 GOOD FAITH NEGOTIATIONS

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and terms of employment. Each party shall select its own representatives.

18.2 START OF NEGOTIATIONS

The initial meeting between the designated representatives of the Board and the Association shall occur no later than May 1.

18.3 UNION'S RIGHT TO INFORMATION

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the district including the annual financial statement and the adopted budget. In addition, the Board and administration shall grant reasonable requests for other readily available and pertinent information that may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

18.4 BOARD'S RIGHT TO INFORMATION

The Union shall furnish copies of any pertinent information as reasonably requested by the Board.

18.5 SIGNING OF TENTATIVE AGREEMENTS

During negotiations, tentatively agreed upon materials shall be prepared and initialed prior to adjournment of the meeting at which tentative agreement was reached.

18.6 REQUEST FOR MEDIATION

If agreement is not reached within forty-five (45) days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator.

18.7 SELECTION OF A MEDIATOR

When an impasse has been declared, the Federal Mediation and Conciliation Service or American Arbitration Association shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives, or both, either jointly or separately.

ARTICLE XIX - EFFECT OF AGREEMENT

19.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

19.2 INDIVIDUAL CONTRACTS

The terms and conditions of this Agreement shall be reflected in individual contracts, if any.

19.3 SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

19.4 PRECEDENCE OF AGREEMENT

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment, the written terms of this Agreement shall govern. If there is any conflict between the written terms of this Agreement and written Board policies or written Board rules and regulations which may from time to time be in effect, the written terms of this Agreement shall govern.

19.5 TERM OF AGREEMENT

When signed by both parties, this Agreement shall become effective, July 1, 2021, and shall remain in effect until June 30, 2025.

Signature page to follow

APPROVED AND SIGNED THIS 8th DAY OF April, 2021.

Lincolnwood Teachers' Association,
Local 1274, IFT/AFT, AFL-CIO

Board of Education of
Lincolnwood School District 74,
Cook County, Illinois

By: Stephanie Shortell
Co-President ~~Stephanie Shortell~~

By: [Signature]
President ~~Scott Anderson~~

Date: April 8, 2021

Date: April 8, 2021

By: Jamie Schum
Co-President ~~Jamie Schum~~

Attest
By: [Signature]
Secretary ~~John P. Vranas~~

Date: April 8, 2021

Date: April 8, 2021

**APPENDIX A
SALARY SCHEDULES**

<i>2021-2022</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	51,190	56,190	61,190	66,190	71,190	75,390
2	52,567	57,567	62,567	67,567	72,567	76,767
3	54,005	59,005	64,005	69,005	74,005	78,205
4	55,506	60,506	65,506	70,506	75,506	79,706
5	57,073	62,073	67,073	72,073	77,073	81,273
6	58,677	63,677	68,677	73,677	78,677	82,877
7	60,317	65,317	70,317	75,317	80,317	84,517
8	61,994	66,994	71,994	76,994	81,994	86,194
9	63,711	68,711	73,711	78,711	83,711	87,911
10	65,467	70,467	75,467	80,467	85,467	89,667
11		72,263	77,263	82,263	87,263	91,463
12		74,100	79,100	84,100	89,100	93,300
13		75,980	80,980	85,980	90,980	95,180
14			83,005	88,005	93,005	97,205
15			85,116	90,116	95,116	99,316
16			87,255	92,255	97,255	101,455
17			89,533	94,533	99,533	103,733
18			91,958	96,958	101,958	106,158
19			94,538	99,538	104,538	108,738
20			97,236	102,236	107,236	111,436
21			100,036	105,036	110,036	114,236

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

2022-2023						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	52,095	57,095	62,095	67,095	72,095	76,395
2	53,472	58,472	63,472	68,472	73,472	77,772
3	54,910	59,910	64,910	69,910	74,910	79,210
4	56,411	61,411	66,411	71,411	76,411	80,711
5	57,978	62,978	67,978	72,978	77,978	82,278
6	59,582	64,582	69,582	74,582	79,582	83,882
7	61,222	66,222	71,222	76,222	81,222	85,522
8	62,899	67,899	72,899	77,899	82,899	87,199
9	64,616	69,616	74,616	79,616	84,616	88,916
10	66,372	71,372	76,372	81,372	86,372	90,672
11		73,168	78,168	83,168	88,168	92,468
12		75,005	80,005	85,005	90,005	94,305
13		76,885	81,885	86,885	91,885	96,185
14			84,026	89,026	94,026	98,326
15			86,253	91,253	96,253	100,553
16			88,392	93,392	98,392	102,692
17			90,670	95,670	100,670	104,970
18			93,095	98,095	103,095	107,395
19			95,675	100,675	105,675	109,975
20			98,373	103,373	108,373	112,673
21			101,173	106,173	111,173	115,473

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

<i>2023-2024</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	53,045	58,045	63,045	68,045	73,045	77,445
2	54,422	59,422	64,422	69,422	74,422	78,822
3	55,860	60,860	65,860	70,860	75,860	80,260
4	57,361	62,361	67,361	72,361	77,361	81,761
5	58,928	63,928	68,928	73,928	78,928	83,328
6	60,532	65,532	70,532	75,532	80,532	84,932
7	62,172	67,172	72,172	77,172	82,172	86,572
8	63,849	68,849	73,849	78,849	83,849	88,249
9	65,566	70,566	75,566	80,566	85,566	89,966
10	67,322	72,322	77,322	82,322	87,322	91,722
11		74,118	79,118	84,118	89,118	93,518
12		75,955	80,955	85,955	90,955	95,355
13		77,835	82,835	87,835	92,835	97,235
14			85,112	90,112	95,112	99,512
15			87,475	92,475	97,475	101,875
16			89,614	94,614	99,614	104,014
17			91,892	96,892	101,892	106,292
18			94,317	99,317	104,317	108,717
19			96,897	101,897	106,897	111,297
20			99,595	104,595	109,595	113,995
21			102,395	107,395	112,395	116,795

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

<i>2024-2025</i>						
	Class I	Class II	Class III	Class IV	Class V	Class VI
	BS	BS + 16	MS	MS+16	MS+32	PhD/EdD
1	54,015	59,015	64,015	69,015	74,015	78,515
2	55,392	60,392	65,392	70,392	75,392	79,892
3	56,830	61,830	66,830	71,830	76,830	81,330
4	58,331	63,331	68,331	73,331	78,331	82,831
5	59,898	64,898	69,898	74,898	79,898	84,398
6	61,502	66,502	71,502	76,502	81,502	86,002
7	63,142	68,142	73,142	78,142	83,142	87,642
8	64,819	69,819	74,819	79,819	84,819	89,319
9	66,536	71,536	76,536	81,536	86,536	91,036
10	68,292	73,292	78,292	83,292	88,292	92,792
11		75,088	80,088	85,088	90,088	94,588
12		76,925	81,925	86,925	91,925	96,425
13		78,805	83,805	88,805	93,805	98,305
14			86,222	91,222	96,222	100,722
15			88,725	93,725	98,725	103,225
16			90,864	95,864	100,864	105,364
17			93,142	98,142	103,142	107,642
18			95,567	100,567	105,567	110,067
19			98,147	103,147	108,147	112,647
20			100,845	105,845	110,845	115,345
21			103,645	108,645	113,645	118,145

The above schedule includes a Board contribution of 9.0% to the Teachers' Retirement System. No teacher will receive any compensation in excess of the specific dollars in the schedule plus any agreed to supplemental pay.

Memorandum of Agreement

One-Time Bonus in Recognition of 2020-2021 Performance

This Memorandum of Agreement is entered into between the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois (“District” or “Board”) and Lincolnwood Teachers’ Association, Local 1274, IFT/AFT (“LTA” or “Association”). The Board and LTA have previously entered into a collective bargaining agreement for July 1, 2017, through June 30, 2021 (the “Current Agreement”), and are ratifying and approving a collective bargaining agreement for July 1, 2021, through June 30, 2025 (the “Successor Agreement”). The Association and the Board (collectively “the Parties”) hereby agree to supplement the Current Agreement as follows:

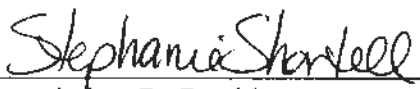
- 1) In recognition of the teachers’ extraordinary performance during the 2020-2021 school year, their engagement of students in both the classroom and in remote learning, and their assistance in keeping the schools of the District safely open for students during an unprecedented and challenging year in public education, the Board agrees to pay each full-time regularly-employed teacher a one-time bonus of One Thousand Five Hundred Dollars (\$1,500.00) at the end of the spring 2021 semester.
 - a) The amount of the bonus stated above is calculated before any required withholding amounts, such as taxes or retirement contributions. Each teacher shall be responsible for their own member contributions due to Teachers’ Retirement System of the State of Illinois (“TRS”) and Teachers Health Insurance Security Fund (“THIS”), which the District shall withhold from the bonus amount and remit to TRS and THIS, respectively.
 - b) This bonus shall be paid to full-time teachers who were present and participating in instructional activities for the 2020-2021 school year, except as noted in Section 2(a) below. The term “teacher” as used in this Memorandum shall be interpreted as defined in Section 1.3 of the Current Agreement to refer to all employees included in the bargaining unit. For individuals who are employed part-time in a teaching capacity, the amount of their bonus shall be prorated as a percentage of their full-time equivalent (FTE) teaching status.
 - c) This bonus shall be paid in one lump sum to employees, subject to all required withholding. It will be paid as a separate payment in addition to current payrolls.
 - d) This bonus is a one-time payment that will expire at the end of the 2020-2021 school year and will not be repeated in the future.
- 2) With regard to retiring teachers and creditable earnings treatment by TRS, the Parties agree as follows:
 - a) For individuals who have previously submitted an irrevocable letter of intent to retire and who are currently receiving the Service Recognition Benefit described in Section 15.14 of the Current Agreement and the Successor Agreement, this bonus shall not become due and payable until after the individual’s receipt of their final regular paycheck or last day

of work, whichever is later. The deferred amount shall be paid in a single lump sum at that time. The deferred amount may still be subject to required withholdings, such as taxes. The Parties acknowledge that this deferred amount will not be treated as creditable earnings by TRS.

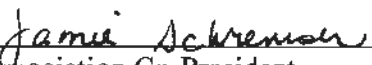
- b) For individuals who submit an irrevocable letter of intent to retire and begin receiving the Service Recognition Benefit described in Section 15.14 of the Current Agreement and the Successor Agreement in the future, this bonus shall not be included in their base salary for the 2020-2021 school year or the calculation of their salary increases in subsequent years.
 - c) In the event that any retiring teacher who is not described in Section 2(a) or 2(b) above would exceed the 6% limit on increases in creditable earnings due to receipt of this bonus, then this bonus shall not become due and payable until after the individual's receipt of their final regular paycheck or last day of work, whichever is later. The deferred amount shall be paid as described in Section 2(a) above.
- 3) This Memorandum of Agreement is contingent upon the Association's ratification of the Successor Agreement and the Board's approval of the Successor Agreement during the spring 2021 semester. Should either Party fail to adopt the Successor Agreement at that time, requiring further negotiations, the Parties agree that this Memorandum shall have no effect.

The Parties agree that this Memorandum does not provide grounds to open the remainder of the Current Agreement or Successor Agreement for consideration of any other amendments or negotiations, and does not provide grounds to pay any other individual in a manner other than outlined above.

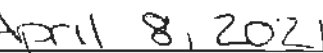
**LINCOLNWOOD TEACHERS'
ASSOCIATION**



Association Co-President
Stephanie Shortell




Association Co-President
Jamie Schreiber

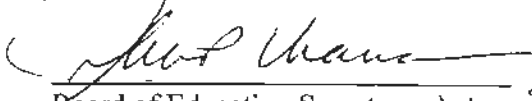


Date


**LINCOLNWOOD SCHOOL
DISTRICT NO. 74**



Board of Education President Scott Anderson



Board of Education Secretary, John P. Vranas



Date