

CONTRACTUAL AGREEMENT

BETWEEN

SCHOOL DISTRICT 92½

AND THE

WESTCHESTER EDUCATION ASSOCIATION

2018-2019

2019-2020

2020-2021

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PREAMBLE

Excellence in education is best served by an orderly process of continuous and cooperative effort by the Board of Education, Administrators, and Teachers in an atmosphere of mutual trust and respect. This Agreement, between the Board of Education of School District 92½, Cook County, Illinois, hereinafter referred to as the "Board", and the Westchester Education Association, hereinafter referred to as the "Association," sets forth some of the ways and means by which the parties shall maintain this cooperation in pursuit of their mutual goals.

ARTICLE I

RECOGNITION

1.1 Recognition

The Board recognizes the Association, affiliated with the Illinois Education Association, and the National Education Association, as the sole and exclusive negotiations agent for all full-time and part-time employed certificated (i.e., licensed) personnel whether under contract or on leave. Such representation shall exclude the Superintendent, Principals, and any other supervisory or administrative non-teaching personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or effectively to recommend such action.

1.2 Definition of "Teacher"

The term "Teacher" when used in this Agreement shall refer to a member of the bargaining unit as described in Section 1 above, except as expressly stated otherwise.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Reservation of Rights

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including, but without limiting, the following rights:

- 2.1.1 To exclusively manage, organize and administratively control the District and its properties and facilities, and the activities of its Teachers;
- 2.1.2 To direct the work of its Teachers, determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- 2.1.3 To hire all Teachers, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such Teachers;
- 2.1.4 To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- 2.1.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

2.2 Limitations by Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance, thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

2.3 Policy Changes

The Board retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency.

ARTICLE III

ASSOCIATION RIGHTS

3.1 Notice of Board Meetings and Minutes

The President of the Association or the President's designee shall be provided with notice of all regular and special meetings of the Board, together with a copy of the agenda of each meeting, at least twenty-four (24) hours prior to the scheduled time of the meeting. Any Board meeting notices, agendas, or minutes published and available on the District website shall be deemed to be provided to the Association.

3.2 Access to Information

The Board agrees to furnish to the Association when requested information and reports which are already prepared for public distribution, as well as current budget, annual audit, annual financial report for publication, pupil enrollment data, and names, addresses, seniority and experience credit of all Teachers. The Association shall pay for duplicated material at the rate established by the Board by resolution. Any information requested that is published and available on the District website shall be deemed to be provided to the Association.

3.3 Communication Rights

The Association shall have use of Teacher mailboxes, inter-school mail, voice mail, and a bulletin board in the Teachers' room of school buildings for the purpose of internal communication. Additionally, the Association may use the District's e-mail system for the conduct of its business in accordance with the Board policy on acceptable use of school computers and technology equipment, provided there is no interference with the normal operation of the school and the use does not occur during teacher work hours. If at any time, however, the United States Postal Service or court shall determine that the use of the inter-school mail system shall require the affixation of stamps, the Association shall be responsible for such and shall otherwise hold the Board harmless for the use of the mail systems.

3.4 Association Leave

In the event that the Association desires to send at least one (1), and, subject to the availability of substitutes, up to two (2) additional representatives to local, state, or national conferences or on other business pertinent to Association affairs, the representatives shall be excused without loss of salary, provided the Association reimburses the Board for the cost of substitutes. No more than two (2) representatives may be excused on the same day from any building. A written request for leave shall be submitted to the Superintendent by the President of the Association at least five (5) working days in advance. The Association may use a total of six (6) work days per school year for this purpose.

3.5 Association Business

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property so long as such business does not interfere with school activities or teaching duties.

3.6 Dues Deduction

The Board shall deduct from each Association member's pay the current dues of the Association, provided the Board has received an authorization form. The Board shall remit said deducted dues to the Association within ten (10) work days following the pay period deduction.

3.7 Fair Share Payments

3.7.1 Each Teacher as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. This fair share payment requirement shall not apply to any Teacher employed by the District prior to June 1, 1992, who was not a member of the Association prior to that date.

3.7.2 In the event that the Teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member in accordance with Section 3.7 above and the applicable rules of the Illinois Educational Labor Relations Board. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

3.7.3 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

A. The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and

B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

3.7.4 The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board, its members, officers and agents from any liability for damages and costs imposed by a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Section.

- 3.7.5 The obligation to pay a fair share will not apply to any Teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Teacher is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Teacher to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board. Additionally, non-member Teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board pursuant to its rules and regulations, and the Board shall adhere to fee objection procedures established by the Board.

3.8 Communication Vehicles

- 3.8.1 The Association and the Board understand and acknowledge that the meetings established in this Section of the Agreement are intended to promote and enhance communication between the parties. Any discussions, deliberations, understandings, or agreements arrived at during the meetings, except those items contained in this Agreement, are not subject to the grievance and arbitration procedures of Article VII of this Agreement.
- 3.8.2 To promote collaborative communication and resolution of concerns that affect Teachers at the building level, designated representatives of the Association and the building principal shall meet monthly to ensure ongoing communication. The Association and the Board understand and acknowledge that prompt discussion of areas of concern to Teachers should occur at this level of the District organization prior to their review at the Superintendent or Board level.
- 3.8.3 The members of the WEA Executive Board or appointed alternates and the Superintendent and Administrative Team shall meet each month at a time and a location to be mutually determined by the group. The purpose of this group shall be to promote open communication and to discuss areas of concern. The Association President or designee shall be responsible for preparing minutes of the monthly meetings. After the concurrence of the Superintendent, the minutes shall be distributed to teachers, administrators, and the Board.
- 3.8.4 In addition to regular monthly WEA/Administration meetings, the Association President and the Superintendent shall meet monthly to promote open communication and to discuss areas of concern. If needed, areas of discussion will be given to Administration and building representatives for further discussion.
- 3.8.5 A yearly forum will be held for the WEA members, along with the Administration and the Board, to discuss progress from the year and the status of the District as it relates to the Board Goals.

ARTICLE IV

INDIVIDUAL RIGHTS

4.1 School Code Rights

Except as is specifically provided in this Agreement, nothing contained herein shall be construed to deny rights any Teacher may have under the Illinois *School Code* or under other applicable laws and regulations. Further, any rights provided to Teachers under the *School Code* or any other laws and regulations that are not expressly referenced under this Agreement are exempt from the grievance and arbitration provisions in Article VII.

4.2 Personnel File

Each Teacher shall have the right in the presence of a representative of the administration to review the non-confidential contents of his/her official personnel file as maintained in the District Office. A representative of the Association may accompany the Teacher in such review. A request by a Teacher to review his/her personnel file shall be granted within two (2) days after notification to the Superintendent or designee.

4.3 Teacher Evaluation

4.3.1 Consulting Teacher Protection From Suit

The Board shall endeavor to indemnify and protect the consulting Teacher as provided in the Illinois *School Code*, Section 10-20.20. As the consulting Teacher enjoys the protection of the Illinois *School Code*, this section shall not be subject to the grievance procedure. Any dispute over the selection of the consulting Teacher shall be resolved by the Board and the Association.

4.3.2 Legal Compliance

The formal Teacher Evaluation Plan shall be in compliance with Article 24A of the Illinois *School Code*.

4.3.3 Teacher Evaluation Procedures

- A. Full-time Track I Teachers (non-tenured) will be formally observed at least two (2) times each year. Track 1 Teachers shall receive their first formal observation by October 30, and the second observation by February 1 of each school year. A summative evaluation with a rating completed by the evaluator will be provided by February 15 to the Teacher and a copy placed into the personnel file by April 30. All formal observations must include a pre-conference meeting and a post-conference meeting. An informal observation will take place prior to each formal observation.

- B. Full-time Track II Teachers (tenured) will be formally observed at least once in the course of every two (2) school years. Multiple informal observations will also occur. The Teacher will have a formal observation which includes a pre-conference, observation, and a post-conference. A summative evaluation with a rating completed by the evaluator will be provided by May 15 to the teacher and a copy placed into the personnel file by June 1.
- C. Annually, the week following Spring Break, a member of the administrative staff shall acquaint Teachers with the evaluation procedures to be followed during the evaluation cycle. No evaluation shall take place until such orientation has been completed. New hires will receive an orientation to the evaluation procedures prior to the school year beginning.
- D. The evaluator shall have a meeting with the Teacher within seven (7) work days following the classroom observation to review the formal observation summary report. Additionally, a summative evaluation conference must be held at the conclusion of the evaluation process. A copy of the written observation report or summative evaluation shall be given to the Teacher at least two (2) work days prior to the meeting.
- E. The Teacher shall have the right to submit an explanation or other written statement regarding any summative evaluation for inclusion in his/her personnel file within ten (10) work days after the summative conference. This writing shall be dated and signed by the Teacher and initialed by the evaluator acknowledging receipt thereof on behalf of the Board.
- F. All formal observations of teaching performance of a Teacher shall be mutually scheduled by the Teacher and the evaluator and conducted openly and with full knowledge of the Teacher.
- G. Informal/walk-through observations may be conducted at any time.
- H. All summative evaluation reports shall be prepared in duplicate and signed by both the Teacher and the evaluator; one copy shall be given to the Teacher and one copy shall be placed in the Teacher's file.
- I. The District Teacher Evaluation Committee will meet several times throughout the school year to review and revise as necessary the Teacher Evaluation Plan.
- J. The PERA Joint Committee will meet annually to review, fashion, and revise any student growth component in the Evaluation Plan as may be required under the Illinois *School Code* and administrative regulations of the Illinois State Board of Education.

4.4 Parental Complaints

It is the intent of this section that Teachers receive timely awareness of complaints about performance. Any parent or other complainant will be referred to the Board's Parental Complaints Policy (8:110) and to the reference to that policy in the Parent Handbook.

If the Administration receives a complaint from a parent or other complainant, that party will be encouraged to meet directly with the Teacher to address the issue. If the issue is addressed as a parental complaint, the Teacher shall be advised who has brought forth the complaint. If the complainant will not meet with the Teacher, the Principal will review the complaint for credibility and/or its factual basis, and confer with the Teacher regarding the facts or issue.

The Principal and Teacher will then determine if a joint meeting of the parents, Teacher, and Principal is the best format to review, correct, or terminate the issues, or if other approaches will best resolve the issue.

If a parent complaint is not resolved at the building level, the complainant, Teacher, and/or the Principal may request a meeting of all parties with the Superintendent or designee to resolve the status of the issue.

If the complaint is not resolved at the Superintendent level, the teacher may petition the Board for a meeting between the parent and/or other complainant, Teacher, Principal, Superintendent, and Board to attempt to resolve the matter.

If the complainant refuses to attend a meeting with the Teacher, the complaint shall neither be placed in the Teacher's personnel file nor utilized in any evaluation, assignment, or disciplinary action against the Teacher. If the matter is determined to be an issue of performance or conduct verified by administrative review, first-hand observation, or other sources of evidence supporting the complaint, then the issue will be addressed through supervisory procedures and/or the District evaluation process.

All complaints or issues initiated under this Section are specifically exempted from the grievance procedure in Article VII.

ARTICLE V

WORKING CONDITIONS

5.1 Class Size

The Board acknowledges and shall make every effort to limit the number of students to achieve a balanced class size, and to limit the number of students to those who can safely and reasonably be accommodated within the classroom and not hinder the educational process. In the event a Teacher feels that any class size exceeds reasonable limits, that Teacher is encouraged to discuss possible solutions with the Principal of that school. The Principal may request the Superintendent to recommend to the Board the hiring of Teacher aides to resolve problems of balanced class size.

5.2 Planning Time

Every reasonable effort shall be made to provide each Teacher with a contiguous thirty (30) minute period of time for professional planning during the student school day. This minimum shall not be considered a limitation on the availability of additional planning time within the school day. Planning time shall be determined as unique to the curriculum, grade levels, and overall schedules of each school on an individual basis. Each school shall strive to provide a reasonably equivalent amount of planning time for all of the Teachers within each individual school.

5.3 Break Times

The Board recognizes the need for Teachers to have time during the day for personal needs. Accordingly, the building Principal shall strive to schedule teaching assignments so that no Teacher shall have classroom duty for more than 2½ hours without a break. The Association recognizes that such scheduling may not always be possible for every individual situation. The Principal and the individual Teacher shall meet and confer in those instances where the Teacher would have more than 2½ hours of scheduled assignments without a break.

5.4 Duty Free Lunch

Each Teacher shall have a minimum forty (40) minutes duty free lunch period, except that the lunch period will be shortened to thirty (30) minutes on delayed-start days.

5.5 Work Day

The Teacher work day extends beyond the student school day. Teachers shall be present in the buildings not less than ten (10) minutes before and ten (10) minutes after daily student supervision times, unless a school building develops a flexible schedule for Teacher supervision times. Teachers may leave a reasonable time after students have been dismissed on Fridays. Teachers, in addition to regular professional responsibilities, shall

be expected to attend the following activities that extend beyond the regular work day at no additional compensation:

1. Parent/Teacher conferences
2. Student/Teacher conferences
3. One (1) regularly scheduled monthly faculty meeting (not to exceed one (1) hour, except by mutual agreement)
4. Emergency faculty meetings (not to exceed thirty (30) minutes, except by mutual agreement)
5. All District meetings (not to exceed one (1) hour, except by mutual agreement)
6. Curriculum Night
7. Chairperson/Department Head meetings
8. Grade level or Department meetings (not to exceed one (1) hour per month)*
9. SSN and Special Education meetings (not to exceed one (1) hour, except by mutual agreement), except as modified by Section 5.7.2.
10. One (1) additional morning or evening school activity from a designated building list
11. Ice Cream Social/Back to School Welcome Event

* If time is built into building schedules for grade level and department meetings, then Teachers will not need to hold these meetings beyond the work day.

5.6 Early Dismissal

On days immediately preceding legal school holidays, Teachers may leave the buildings a reasonable time after the students are dismissed. On days of inclement weather, early dismissal of Teachers shall be at the discretion of the Superintendent.

Annually on the day before Winter Break, Teachers shall be dismissed early (as on an early release day) and shall not be required to attend any school or District meetings.

5.7 School Calendar

Prior to presenting the school calendar to the Board for adoption, the Superintendent shall meet and confer with representatives of the Association. The school calendar shall conform to the requirements of the Illinois *School Code*. The school calendar shall consist of 186 days, with 181 days as Teacher work days and 5 days for use in emergencies. The additional day is intended to be used as ½ student contact time and ½ District-initiative meeting time, with the understanding that the time may be shifted and combined with another ½ day in-service and another ½ day student attendance day to create a full student attendance day and a full in-service day. The Association and the Board agree the day used shall be Veterans' Day. In years in which Veterans' Day falls on a weekend or is waived as a legal holiday, the Association and Board shall meet to determine which day shall be used. Any unused emergency days shall be rescinded at the end of the school year.

5.8 Vacancies and Transfers

The Superintendent or designee shall post on a designated bulletin board in each school building in the District and on the District web page a notice of any established and available vacancy, as determined by the Board, in the bargaining unit, in an extra-duty position, or in a promotional position, prior to filling the vacant position. During the summer recess period, any Teacher who wishes to be informed of vacancies which become available may check the District web page for such information. Any Teacher may apply for a transfer to a vacant position by making application in writing to the Superintendent or designee within the timelines established on the posted vacancy notice.

5.9 Seniority

Seniority shall refer to the length of continuous, consecutive full-time service of a Teacher in the District beginning with the first day that all Teachers are required to report for service at the start of the school year (i.e., the first scheduled Institute Day of the school year). If a Teacher begins employment after the start of the school year, the Teacher's seniority shall commence with the first day of the Teacher's full-time service. If seniority is equal between Teachers, then the District shall use the following tie-breakers in the order shown to determine a Teacher's seniority order: 1) total non-consecutive years of a Teacher's service as a Teacher in the District; and then 2) the horizontal lane placement of a Teacher (i.e., academic credits as indicated on the salary schedule).

5.10 Reduction in Force

At least seventy-five (75) calendar days prior to the end of the school year, the District will provide the Association President with a copy of the Sequence of Honorable Dismissal (SOHD) list, which includes Teacher names, and a seniority list.. In addition, prior to the development of these lists, every Teacher will receive documentation that supports his/her placement on the SOHD and seniority lists. The information provided each Teacher will include the following information:

- All valid professional educator licenses and endorsements;
- Each category for which the individual is qualified to teach;
- Ratings from the two to three most recent performance evaluations;
- Employment date;
- An employee identification number.

If the Teacher wants to challenge the accuracy of the information on this documentation, he/she will have three (3) work days to bring evidence to the Superintendent to correct the alleged inaccuracy.

Within seven (7) work days of the receipt of any challenges, the District will notify the Teacher and the Association whether it considers the challenge valid or without merit. If the District considers the challenge valid, appropriate changes will be made to the SOHD and/or seniority list.

In the event of a reduction-in-force, the Association will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school year.

5.11 Internal Substitution

When substitutes are not available, Teachers may be asked to substitute teach for other staff. The District will seek volunteers first. The payment rate for internal substitution is listed in Appendix B.

ARTICLE VI

LEAVES

6.1 Sick Leave

6.1.1 At the beginning of each school year, each Teacher shall be credited with thirteen (13) days of leave, the unused portion of which shall accumulate to three hundred sixty (360) days. After a Teacher has accumulated three hundred sixty (360) unused sick leave days, he/she shall continue to be credited with thirteen (13) days each year. However, if any of these thirteen (13) days remain unused as of the end of the school year, they shall be credited to the sick days accumulated, but only to a total of three hundred sixty (360) days. The leave days may be used by a Teacher for the following reasons and subject to the following conditions:

- A. Personal illness or quarantine at home; or
- B. Birth, adoption, or placement for adoption (limited to thirty (30) days except as noted in 6.1.3 below); or
- C. Serious illness or death in the immediate family or household - Immediate family shall be interpreted as brothers, sisters, spouse, parents, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

6.1.2 The Board shall furnish each Teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit.

6.1.3 The Board may require a Teacher who is absent for three (3) days, or as otherwise necessary, to provide a physician's certificate substantiating the illness. Further, the Board may direct a Teacher, at Board expense, to undergo a physical examination by a physician licensed to practice medicine in all of its branches. A Teacher may use up to thirty (30) sick days following the birth of a child without having to provide the Board with medical certification.

6.1.4 A Teacher who is absent because of disability or incapacity shall be deemed temporarily disabled in accordance with the following:

<u>Employed in District</u>	<u>Temporary Disability</u>
0 thru 1 year -	30 consecutive school days.
2 thru 3 years -	60 consecutive school days.
4 years -	60 consecutive school days or the exhaustion of paid leave, whichever happens last.
5 thru 7 years -	less than 90 consecutive school days, or for less than 90 out of 120 school days from the same illness or

	incapacity or the exhaustion of paid leave, whichever happens last.
8 thru 15 years -	less than 135 consecutive school days, or for less than 135 out of 165 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.
16 or more years -	less than 180 consecutive school days, or for less than 180 out of 210 school days from the same illness or incapacity or exhaustion of paid leave, whichever happens last.

If a temporarily disabled Teacher does not have sufficient accumulated sick leave days or unpaid leave under the federal *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant said Teacher an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the disability. The Board may grant any Teacher who is deemed permanently disabled (*i.e.*, absent for more consecutive school days than allowed above) and whose accumulated sick leave has been exhausted an extended unpaid leave of absence in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Sections 6.6 and 6.7 of this Agreement. Pregnancy shall be treated as any other disability or incapacity for purposes of this provision.

6.2 Sick Leave Bank

The Board, in cooperation with the Association, shall establish a sick leave bank on a voluntary basis. The Association shall administer the sick leave bank and establish rules for the implementation of the bank. A tenured Teacher may draw no more than ninety (90) days annually from the bank. Each participating Teacher may contribute up to three (3) sick days per year to the bank until the bank reaches 300 days. The bank shall not exceed a total of three hundred (300) sick days at any time. If a new enrollee contributes days that cause the balance to exceed 300 days, those days shall be credited to the bank for that school year. However, if any of those days remain unused as of the end of the school year, they shall be credited to the bank, but only to a total of 300 days. Should the number of days in the bank fall below ninety (90) days, each member shall contribute one (1) additional day. A copy of the established rules shall be on file in the District Office. The Association shall provide the names of participating members, their contributions to the bank, and subsequent charges against the bank. The Board shall not contribute days to the bank. The Association agrees to hold harmless the Board of Education from any claim, damages, or legal actions initiated pursuant to this section. This section shall not be subject to the grievance procedure of this Agreement.

6.3 Bereavement Days

A Teacher shall be granted three (3) days of absence annually due to a death, without loss of salary or required use of sick leave benefits. Any additional days requested for death in the immediate family shall be deducted from the Teacher's accumulated sick leave.

6.4 Personal Business

- 6.4.1 At the beginning of each school year, each Teacher shall be credited with two (2) days to be used for personal business, which cannot be handled during non-school days or hours. Personal business days shall be available for the practice of individual religious preferences.
- 6.4.2 Notification to use personal business days shall be at least five (5) work days in advance, except in cases of emergency. Response from the administration regarding personal business days shall be within two (2) days of the Superintendent's verified receipt of the written request for personal business leave at the District office.
- 6.4.3 Personal business days shall not be used immediately before or immediately after a vacation or holiday, or the first or last week of the school year provided, however, that this restriction shall not apply to a religious observance of the Teacher's faith, or to an emergency, or "life event" (such as anniversaries, house closings, school events, weddings, college graduation). Any other exception(s) may be granted at the discretion of the Superintendent. The Superintendent reserves the right to limit personal business use under this paragraph to three (3) Teachers per day.
- 6.4.4 Personal business days shall not be approved for the purpose of taking a vacation during the school year.
- 6.4.5 If a Teacher has exhausted all personal business leave during the school year and must be absent for a valid reason of an emergency or non-avoidable nature (e.g., religious holiday), the Teacher may request that one (1) sick day annually be converted for personal business use. Such a request, accompanied by a substantiated reason, must be submitted to the Superintendent for approval within the timelines set forth above.
- 6.4.6 Unused personal business leave days shall be transferred to the Teacher's sick leave at the start of the following year.

6.5 Jury Duty

The Board shall not require a Teacher to surrender his/her jury compensation while remaining on full salary with the District. It is understood that accumulated sick leave shall not be affected by the Teacher's jury duty.

6.6 Unpaid Leaves of Absence

6.6.1 Discretionary Long-Term Leaves

Upon application, the Board may grant a tenured Teacher an unpaid leave of absence for the following reasons: extended personal disability, participation in an exchange teaching program, or engaging in study at an accredited college or university reasonably related to the Teacher's professional responsibilities.

Requests for such discretionary unpaid leaves shall be made in accordance with Section 6.7 of this Agreement and shall be subject to all the terms and conditions set forth in that Section.

6.6.2 **Long-Term Child-Rearing Leaves**

Teachers may use short- and long-term leave options for which they are eligible in connection with the birth or adoption of a child. A long-term leave under this provision refers to a leave of absence that extends beyond the leave afforded under the *Family and Medical Leave Act*. A summary chart indicating the coordination of various leave of absence options is attached to this Agreement as Appendix D for reference.

A. **Tenured Teachers**

A tenured Teacher (female or male) shall be eligible for a long-term, unpaid child-rearing leave of absence for maternity, adoption, or child-care purposes, subject to the following conditions and to the general conditions for unpaid leaves set forth in Section 6.7 of this Article. Sick leave shall not be applicable during the period of a long-term child-rearing leave. Any accumulated sick and personal leave available at the commencement of the leave shall be available to the Teacher upon return to employment in the District.

1. **Maternity/Paternity:** A Teacher who desires a child-rearing leave for maternity/paternity reasons shall request approval for such leave in accordance with Section 6.7 of this Article. The effective dates of the leave shall be determined pursuant to Section 6.7, except that a child-rearing leave for maternity/paternity may extend for one (1) additional school year beyond the balance of the year in which it commences. At the time a leave is requested, the Teacher shall be expected to inform the Superintendent or designee of the full, desired duration of the leave. The leave must begin no later than the actual date of delivery of the child or the expiration of sick leave following birth (see Section 6.1). The leave of absence must include any leave time available under the *Family and Medical Leave Act*.
2. **Adoption:** Any tenured Teacher desiring child-rearing leave as a result of becoming an adoptive parent of a child less than ten (10) years of age shall be granted a long-term, unpaid leave of absence upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying Teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received. Requests for child-rearing leave for adoption purposes shall be made in accordance with Section 6.7 of

this Article and must include any leave time available under the *Family and Medical Leave Act*.

B. Probationary Teachers

An unpaid child-rearing leave may be granted to a non-tenured Teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured Teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon return from such leave, the non-tenured Teacher's absence shall not be considered a break in service, but the year in which the leave is taken shall only be counted toward the years of consecutive probationary service required to attain tenure if the teacher actually teaches or is otherwise present at least 120 days in that school year. The granting of child-rearing leave to any non-tenured Teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured Teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing shall be construed as requiring any non-tenured Teacher to apply for such leave or accept the conditions established.

6.6.3. Short-Term Child-Rearing Options

Nothing in this section shall be construed as requiring any Teacher to apply for a child-rearing leave for maternity or adoption. A Teacher not eligible for or not desiring such a long-term leave may utilize accumulated sick and personal leave during any period of illness related to pregnancy and/or the delivery of the child or for adoption purposes, and also may exercise rights under the federal *Family and Medical Leave Act*. If a Teacher has exhausted accumulated sick and personal leave, he/she shall be granted a leave of absence without pay or other benefits during any period of disability due to pregnancy in accordance with Section 6.1 of this Article. Such Teacher shall return to employment immediately following the termination of her disability or FMLA leave.

6.6.4 FMLA Leaves

Full-time Teachers who have been employed by the Board for at least twelve (12) months and have worked at least 1,250 hours during the preceding twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal *Family and Medical Leave Act* ("FMLA"). Such leave shall be unpaid unless accumulated sick and personal leave is available to a Teacher, except that a Teacher may elect not to use up to three (3) sick or personal days concurrently with FMLA leave. Any other available paid leave must be used concurrently with FMLA leave. An eligible Teacher is entitled to FMLA leave for up to twelve (12) work weeks during a twelve (12) month period, as calculated

under the “rolling” 12-month period measured backward from the date the Teacher uses any FMLA leave.

An eligible Teacher is entitled to FMLA leave for the following purposes:

- A. the birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. the placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. the care of the Teacher's spouse, child or parent with a serious health condition;
- D. the treatment of a serious health condition that makes the Teacher unable to perform the functions of the job;
- E. because of any qualifying exigency arising out of the fact that the Teacher's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
- F. to care for a covered service member with a serious injury or illness if the Teacher is the spouse, son, daughter, parent, or next of kin of the service member.

A Teacher shall provide thirty (30) days notice to the Superintendent before a foreseeable FMLA leave is to begin based upon an expected birth, placement for adoption, foster care, or planned medical treatment. If thirty (30) days notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the Teacher shall also advise the Superintendent of the reasons why the leave schedule is necessary, and of the schedule for treatment.

When it is medically necessary, a Teacher may take FMLA leave intermittently (i.e., taking leave in separate blocks of time for a single qualifying reason) or on a reduced leave schedule (i.e., reducing the Teacher's usual weekly or daily work schedule). When intermittent/reduced schedule leave is needed for planned, foreseeable medical treatments, the Teacher must make a reasonable effort to work with administration in scheduling the absences to avoid unduly disrupting the District's operations. Leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently with the Board's approval and must conclude within twelve (12) months after the birth or placement.

6.7 General Conditions for Leaves of Absences

Unless otherwise set forth in this Article, any long-term leave of absence afforded by the Board is subject to the following general terms and conditions:

6.7.1 Time-Lines for Requesting Leaves

Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act*, shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.

6.7.2 Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the Teacher's ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any Teacher on an unpaid leave for personal medical reasons.

6.7.3 Structuring of Leave

After consultation with the Teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. An unpaid leave shall not exceed the balance of the school year in which it commences and one (1) additional school year, except as otherwise limited in this Article. At the time a leave is requested, the Teacher shall be expected to inform the Superintendent or designee of the full, desired duration of the leave. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Leaves which commence during the summer recess shall begin no later than July 1.

6.7.4 Insurance and Tuition Benefits

With the consent of the carrier, and after the expiration of any insurance benefits for an unpaid leave afforded under the federal *Family and Medical Leave Act*, a Teacher on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. Except for an approved education leave, a Teacher on an unpaid leave of absence shall not be eligible for tuition reimbursement.

6.7.5 **Salary Schedule Advancement/Seniority Effect**

A Teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time in which the Teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a Teacher shall be entitled to advancement on the salary schedule and seniority credit if the Teacher has completed the equivalent of a semester (90 attendance days) or more of teaching.

6.7.6 **Notice of Intent to Return**

Any Teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 1 prior to the termination of such leave that he/she intends to return to employment. At the start of the second semester of the school year, the Superintendent shall send a written reminder by certified mail, return receipt requested, to any Teacher on an unpaid leave who must give notice of intent to return by the February 1 deadline. Any Teacher on an unpaid leave which commences after January 1 must give written notice of intent to return by May 1 prior to the termination of such leave. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

6.7.7 **Position Upon Return**

A Teacher returning from an approved leave of absence shall be assigned to a position for which the Teacher is legally qualified. Any Teacher not assigned to his/her former position may request an explanation of the rationale for the assignment. A Teacher on a leave of absence may be subject to reduction in force pursuant to the *School Code*.

6.7.8 **Eligibility for Further Leaves**

Anything in this section to the contrary notwithstanding and except as required by the federal *Family and Medical Leave Act*, a Teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such Teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

6.7.9 **Early Return from Leave**

A Teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting Teacher the first available vacancy for which the Teacher is qualified, provided the Board is not under contractual or other obligations to any other Teachers.

ARTICLE VII
GRIEVANCE PROCEDURES

7.1 Definition

A grievance shall mean a complaint that there has been an alleged violation of any provision of this Agreement.

7.2 Guidelines

7.2.1 Every Teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation of the Association. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual Teacher from resolving a problem informally with the Administration and/or having the problem adjusted without intervention of or representation by the Association.

7.2.2 The failure of a Teacher or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by written, mutual agreement.

7.2.3 Any step of the grievance procedure may be by-passed by mutual agreement.

7.2.4 It is agreed that any investigation or other handling or processing of any grievance by the grieving Teacher or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.

7.2.5 All grievance forms shall be mutually developed and agreed to by both parties and become a part of this Agreement and attached hereto as Appendix C.

7.2.6 All records related to a grievance shall be filed separately from the personnel files of the Teachers.

7.2.7 No reprisals shall be taken by the Board against any Teacher because of the Teacher's participation in a grievance.

7.2.8 Any timeline references to "days" in this Article shall mean days on which the District Business Office is open.

7.3 Grievance Procedure

7.3.1 Step I

- A. If a grievance cannot be resolved informally, the grievant shall complete and submit the Grievance Report Form (GRF) to the Principal. The filing of the GRF shall be within twenty (20) days from the date of the occurrence of the event or when the grievant might reasonably have had knowledge thereof.
- B. Within seven (7) days after such a grievance is filed, the grievant, his/her representative if desired, and the Principal shall discuss the grievance.
- C. A decision on the grievance shall be reached within ten (10) days from the date of the meeting with the Principal. The Principal and the grievant shall then complete sections D and E of the GRF stating the disposition of the grievance.

7.3.2 Step II

- A. In the event a grievance has not been satisfactorily resolved at the first step, the grievant may submit the GRF to the Superintendent. The filing of the GRF shall be within five (5) days of receipt of the Principal's decision.
- B. Within eight (8) days after such written grievance is filed, the grievant, his/her representative if desired, the Principal and the Superintendent or designee, shall meet to resolve the grievance.
- C. A decision on the grievance shall be reached within twenty (20) days from the date of the meeting with the Superintendent. The Superintendent and grievant shall then complete sections A and B of Step II of the GRF stating the disposition of the grievance.

7.3.3 Step III

- A. If the grievance cannot be satisfactorily resolved at Step II, the grievant may appeal the GRF to the Board within five (5) days of receipt of the Superintendent's decision. An appeal to the Board shall be filed with the Superintendent. The Board shall schedule a time during which to hear the grievance in closed session. If the appeal to the Board is submitted at least eight (8) days prior to a regular Board meeting, it will be scheduled for a grievance meeting at that Board meeting. If the appeal is submitted with less than eight (8) days notice before the Board's regularly scheduled meeting, then the grievance meeting shall be scheduled for the following regular Board meeting. The Board may determine in its sole discretion to schedule a grievance appeal at a special Board meeting.

- B. Within ten (10) days from the date of the appeal hearing with the Board, the Board shall provide its response to the grievance.

7.3.4 **Step IV**

- A. In the event the grievance is not resolved at the third step, the Association may submit the grievance to final and binding arbitration by filing a demand for arbitration with the American Arbitration Association within thirty (30) work days of the Step II response. The American Arbitration Association Rules for Voluntary Labor Arbitration shall apply.
- B. The arbitrator shall have no power to alter or amend the express terms of this agreement. The decision of the arbitrator shall be final and binding on both parties.
- C. Arbitration fees shall be divided equally between the parties.

ARTICLE VIII

NEGOTIATIONS PROCEDURES

8.1 Ground Rules

- 8.1.1 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 8.1.2 Negotiations shall begin no later than April 1 and continue until the last day of school. If there is no agreement for a successor contract, negotiations shall continue during the summer recess. Meetings shall be held as necessary at times and places agreed to by both parties.
- 8.1.3 All negotiating meetings shall be closed.
- 8.1.4 The date, time, place, and agenda of the next meeting shall be established at the start of any meeting.
- 8.1.5 Both parties understand and agree to negotiate in good faith. The Board shall not discriminate against any Teacher with respect to hours, wages, and terms and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement. Any grievance brought under this provision shall be processed completely, including through arbitration, if necessary, before any charge is filed by the Association with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process has been completed.
- 8.1.6 It is the mutual responsibility of the Board and the Association that their representative negotiators shall be authorized with the necessary power and authority to make and consider proposals, counterproposals, and tentative agreements.
- 8.1.7 When each portion of the tentative agreement is reached at a negotiations meeting, the portion shall be initialed and dated by each negotiator.

8.2 Mediation

In the event mediation is necessary, the Federal Mediation and Conciliation Service shall first be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the FMCS to provide a mediator on a timely basis, the parties may mutually join in a request for private mediation services. The mediator shall meet promptly with the parties or their representatives and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and effect an agreement. Any costs and

expenses which are mutually incurred in securing and utilizing the services of a private mediator will be shared equally by the Board and Association. Nothing contained in this section shall preclude the parties from mutually agreeing to any other individual to act as mediator.

8.3 Posting of Agreement

Within thirty (30) work days of Association and Board ratification of this Agreement, the Board shall post the Agreement on the District's website.

ARTICLE IX

SALARY AND BENEFITS

9.1 Salaries

The salary schedules for the term of this Agreement shall be found in Appendices A-1, A-2, and A-3. The salary percentage increases are as follows:

2018-2019	3%
2019-2020	3%
2020-2021	2%

The starting salary each year of the Agreement shall be calculated as 60% of the percentage increase for that year. Teachers frozen at the last step of the BA lanes shall receive 75% of the annual salary percentage increase. Teachers frozen at the last step of the MA lanes will receive the same salary percentage increases as those teachers on the schedule.

If the Illinois legislature enacts legislation during the term of this Agreement that adversely affects the finances of the District, including but not limited to a property tax freeze, the state funding formula, or a pension cost shift, the Board and the Association agree to meet and review any negative impact on the District's finances.

9.2 Extra Duty Pay

For the term of this Agreement, Teachers shall be paid the stipends for extra duty activities and supervisory assignments as found in Appendix B.

9.3 Placement on Salary Schedule

Initial placement on the salary schedule shall be determined by the degree earned and the number of additional hours beyond the degree. For previous teaching experience within or outside of the District, full recognition shall be given for each year of experience up to fifteen (15) years, unless the number of steps available in a salary lane precludes awarding full credit. For new Teachers employed under an alternative certification program, full recognition may be given for each year of comparable work experience in outside employment up to ten (10) years and notice will be provided to the Association. Outside experience shall be defined as at least a semester plus one (1) working day for purposes of full credit in this District. Experience outside of the District shall be recognized only upon the receipt of a written affidavit stating time, place, and number of years employed, and duly signed by the employer.

The Board of Education recognizes one (1) year on the salary schedule for all Teachers having served a consecutive year or more in full time active duty in the armed service of the U.S.A.

9.4 Vertical Advancement

Vertical advancement on the salary schedule shall be determined by years of experience or a year of credited service with District 92½. A year of credited service with District 92½ is defined as completing minimally ninety (90) working days of service with the District. A Teacher may advance vertically on the salary schedule no more than one step annually, except that any Teacher placed on formal remediation may not advance vertically until the remediation period has been successfully completed, at which time retroactive step placement shall be granted, but not retroactive compensation.

9.5 Horizontal Advancement

Horizontal advancement to another lane may occur annually, provided a Teacher eligible for advancement notifies the Superintendent by June 15 in writing of the anticipated lane change and submits by October 31 to the Superintendent an official transcript of "C" or better credits or a "pass" grade in pass/fail courses, which were previously approved by the Superintendent along with a completed Lane Change Status Sheet. Since the Teacher's salary shall be increased by horizontal movement, the administration reserves the right to approve all graduate courses from an accredited college or university taken for the purpose of advancing horizontally to the next lane. Course approval shall be based upon the College Coursework Approval Guidelines for Lane Changes applicable to the Non-Master's Degree or Master's Degree (after two (2) successful years of teaching in the District). Any course must be completed by September 1 of the year credit is expected to be considered for horizontal advancement.

When a Teacher wishes to earn additional credit hours and be eligible for tuition reimbursement and horizontal movement, it shall be necessary for the Teacher to complete the pre-approval form (Graduate Credit Approval/Reimbursement/GCAR) for each course and submit the GCAR and the Lane Change Status Sheet along with the official grade report or transcript. A first-year probationary Teacher may earn credit hours towards horizontal movement, but shall not be eligible for tuition reimbursement until the fall following the Teacher's completed first year of employment. A first-year probationary Teacher already enrolled in a Master's Degree Program at the time of employment in the District may earn credit hours and receive tuition reimbursement for credits earned in that first year, subject to the approval of the Master's Degree Program by the Superintendent, but shall not be eligible for the Master's Degree Program reimbursement provided under Section 9.7.3 of this contract.

When determining hours beyond a degree, only those hours which have been earned after the granting of the degree shall be accepted towards the next lane.

9.6 Insurance Benefits

9.6.1 The Board shall make available for each full-time Teacher individual health, life, and dental insurance comparable to that provided for in the 2017-2018 school year and group term life insurance in the amount of \$30,000. Teachers who elect

individual health and dental insurance coverage under the District’s group health plan shall pay five percent (5%) of the annual premium costs for the years of this Agreement, and the Board shall pay ninety-five percent (95%) of the annual premium costs.

9.6.2 The Board shall make available for each full-time Teacher health and dental insurance options for spouses, children, and full family coverage. Teachers who elect to participate in such coverage shall contribute the following percentages of the annual premium costs for the years indicated, and the Board shall pay the remainder of the coverage costs:

Year	Teacher Contribution
2018-2019	28%
2019-2020	28.5%
2020-2021	29.5%

9.6.3 The District will provide a "Section 125" tax shelter program which may be used for premium conversion (family premium), dependent family care, and additional medical/dental reimbursement.

9.6.4 If any policy of insurance provided for under this Agreement is no longer offered by the insurance company and if comparable coverage is not available from a comparable insurance carrier, then it is agreed that representatives from the Board and the Association shall meet to consider all possible alternatives, including the coverage, services and costs of another form of policy or another carrier and shall submit their conclusions and recommendations to the Board. The Board shall not make a decision on alternate insurance coverage until such recommendations are reviewed. Then the Board can in its discretion elect to change the deductible or make such other changes in the scope of the coverage as the Board deems necessary.

9.6.5 The Board also agrees to administer other insurance programs that the Association may offer to the Teacher. These insurance programs, such as vision insurance, shall be sponsored, qualified, and otherwise made available solely by the Association and not by the Board. The duties of the Board in such administration shall be limited to the collection of premiums through payroll deductions, furnishing claim forms as supplied by the carrier, and forwarding premiums to the insurance carrier.

9.6.6 The Board and the Association shall maintain a District Insurance Committee that shall meet at least once every quarter and be charged with the following duties: 1) review documents necessary to monitor the health insurance plan and to review health insurance costs (such as renewal rate projections, benefits, and plan design); 2) consider options for monetary savings; and 3) make recommendations to the Board regarding coverage, service, and benefits.

The Insurance Committee shall establish its own protocols. It is understood that Board members may attend meetings of the Committee. The Board and Teachers shall be provided with notices and agendas prior to Insurance Committee meetings and shall also be informed of the Committee's discussions.

If the annual insurance premiums for each school year covered by this Agreement increase by at least:

- 1%, the Committee shall be required to reduce the premium increase by no more than \$10,000;
- 2%, the Committee shall be required to reduce the premium increase by no more than \$20,000;
- 3%, the Committee shall be required to reduce the premium increase by no more than \$30,000;
- 4%, the Committee shall be required to reduce the premium increase by no more than \$40,000.

In neither year shall the Board make a decision on any plan modifications until such recommendations are presented and reviewed.

- 9.6.7 Teachers who opt out of participating entirely in the Board's health insurance benefits may be eligible to participate in a Board-funded health reimbursement arrangement (HRA) established pursuant to Sections 105 and 213(d) of the *Internal Revenue Code* in accordance with this paragraph. To be eligible to participate in the HRA, the Teacher must (1) show proof of or otherwise attest to the Teacher's actual enrollment in another (non-HRA) group health plan that provides minimum value as required by the HRA Plan document, other than a health plan sponsored by the Board, and (2) satisfy all requirements set forth in the Board's HRA Plan document. In accordance with the terms of the Board's HRA Plan document, the Board shall reimburse any participating Teacher up to \$1,000.00 annually (July 1 through June 30) for the Teacher's own qualified medical expenses or the qualified medical expenses of the Teacher's spouse and/or dependents. To qualify for the reimbursement, the Teacher must submit appropriate substantiation of all medical expense claims. Reimbursements shall be made twice annually in December and June. Participating Teachers shall not have the option to receive cash instead of health reimbursement. Teachers participating in the HRA will have the opportunity under the terms of the HRA to opt out of and waive future reimbursements from the HRA at least annually. Any balance remaining in a Teacher's HRA account at the end of an HRA Plan year will be forfeited to the Board. Further, upon termination of employment, the remaining amounts in the HRA, if any, will be forfeited to the District as provided under the HRA Plan document. Any Teacher participating in the HRA and the Association agree to indemnify and hold harmless the Board, its members, officers, and agents from any liability, claims, demands, suits, and damages imposed by a court or administrative agency as a direct consequence of the Board's implementation of the HRA and reimbursements paid under this provision.

9.7 Reimbursement for Courses of Study

9.7.1 Eligible Courses

Any course which directly improves the Teacher's professional competence or a requirement in a specific program in which the Teacher is enrolled shall be eligible for tuition reimbursement up to a maximum of \$900.00 per year, provided the annual District reimbursement fund maximum established below in Section 9.7.3 has not been exceeded. Coursework shall be primarily related to the position held by the Teacher and must be pre-approved by the Principal and Superintendent. Course approval shall be based upon the College Coursework Approval Guidelines for Lane Changes applicable to the Non-Master's Degree or Master's Degree (after two (2) successful years of teaching in the District). A first-year probationary Teacher may earn credit hours towards horizontal movement, but shall not be eligible for tuition reimbursement until the fall following the Teacher's completed first year of employment. A first-year probationary Teacher already enrolled in a Master's Degree Program at the time of employment in the District may earn credit hours and receive tuition reimbursement for credits earned in that first year, subject to the approval of the Master's Degree Program by the Superintendent, but shall not be eligible for the Master's Degree Program reimbursement provided below. Only Teachers on the BA lanes shall be eligible for the Master's Degree Program reimbursement. Online courses that are part of an approved Master's Degree Program or are part of approved programs leading to licensure endorsements are eligible for reimbursement. The District will not reimburse any courses that are part of a completely online program. During their careers in the District, Teachers may also take up to five (5) online courses for tuition reimbursement outside of approved courses for Master's Degree programs or endorsements.

For online courses to be eligible for reimbursement, they must:

- 1) meet the standards of academic attainment that are applied to traditional course offerings;
- 2) be recognized on the approved college/university's official transcript; and
- 3) have an interactive component through e-mail, audio/video conferencing, and/or face-to-face interaction with the instructor and class members.

9.7.2 Approval Procedure

Teachers are to secure and complete a Graduate Credit Approval/Reimbursement/GCAR form. The form shall be submitted, no later than fourteen (14) calendar days prior to the date of the first class session, to the Principal for his/her recommendation and forwarded to the Superintendent for final approval. For extenuating circumstances related to unforeseen scheduling issues that affect the

requested course, the Superintendent may grant pre-approval to a Teacher with less than the required fourteen (14) calendar day notice.

9.7.3 **Reimbursement**

The Board shall provide a pool of up to \$40,000 annually towards tuition reimbursement and reimbursement of the Master's Degree for teachers. From this annual reimbursement fund, the Board shall reimburse annually ninety percent (90%) of a Teacher's eligible tuition up to the maximum \$900 per year, and the Teacher shall pay the remaining ten percent (10%) cost, except for approved Master's Degree program reimbursement and provided the annual District reimbursement fund maximum has not been exceeded. Requests for tuition reimbursement must include a Graduate Credit Approval/Reimbursement/GCAR form, tuition receipt or canceled check, and grade report or transcript. Requests are to be submitted to the Superintendent no later than September 30th. Tuition reimbursement shall only be reimbursed to Teachers who return to the District for the following school year. All tuition reimbursements for the winter/spring/summer semester or quarters shall be disbursed at the second pay period in October of the new school year. A Teacher may be advanced \$400.00 of the \$900.00 annual tuition reimbursement benefit for course work taken in the fall (starting no later than October 1) semester or quarter, provided grade transcripts and appropriate tuition receipts are submitted to the District by January 31.

Reimbursement for the Master's Degree Program tuition shall be reimbursed at the rate of \$900.00 per year until the awarding of the Master's Degree, at which time the balance of all tuition shall be paid over three (3) school years, provided the Teacher remains employed in the District and is actively working (i.e., not on an unpaid leave of absence of sixty-one (61) work days or longer). The Master's Degree Program reimbursement shall be paid on June 30th on a twenty-five percent (25%) basis in the first and second years following the award of the Degree; the remaining fifty percent (50%) reimbursement owed shall be paid at the end of the third year. All approved courses for a Master's Degree program shall be eligible for tuition reimbursement up to the amount of \$7,000.00, after successful completion of the Master's Degree Program.

If a Teacher voluntarily separates employment from the District prior to the end of the school year in which he/she receives tuition reimbursement, the Teacher shall be obligated to repay the District for such reimbursement. Teachers separating employment prior to February 1 shall repay the full amount of reimbursement received in that school year. Teachers separating employment on or after February 1 shall repay one-half (1/2) the amount of reimbursement received in that school year.

9.8 Workshops/Conferences

Any fees and expenses related to approved workshops or conferences attended shall be reimbursed by the Board as defined in the conference approval and reimbursement forms submitted for approval. The Board shall reimburse a Teacher within four (4) weeks of the receipt of the required documentation.

9.9 Retirement Benefit Program

9.9.1 Eligibility

A Teacher shall be eligible for the District's Retirement Benefit Program subject to the following eligibility requirements:

- A. At the time of giving the retirement notice, will have completed by the end of that school year at least fifteen (15) years of full-time consecutive years of teaching service in the District; and
- B. Can retire under the Teachers' Retirement System with no ERO penalty (i.e., at least 60 years of age on or before the last day of service in the District or at least age 55 with at least 35 years of TRS creditable service by the last day of service in the District); and
- C. Shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the Teacher's four (4) years used for the TRS retirement calculation; and
- D. Must submit to the Superintendent's office, between February 1 and March 1 in the year prior to the first intended retirement compensation application, an irrevocable letter of intent to retire.

9.9.2 Retirement Compensation

Teachers who are eligible to retire under the District's Retirement Benefit Plan will be compensated by a six percent (6%) increase over their prior year's creditable earnings for up to two (2) years prior to their retirement. This retirement compensation shall be in lieu of any other step or lane movement, extra duty stipends, committee or leadership positions, or any other activities paid under this Agreement or by the District (i.e., the retiring Teacher is deemed to be off-schedule). The Teacher further understands and acknowledges that he/she will not receive any other compensation for any other activities or participation on behalf of the District during the years in which the Teacher is receiving the 6% retirement compensation. If a Teacher has an extra duty position or other stipended obligation at the commencement of the retirement compensation period and ceases to perform those services during the period, the calculation of the Teacher's six percent (6%) increase shall be reduced by the amount of the extra services compensation no longer performed.

9.9.3 **Sole Benefit**

Teachers who participate in the District's Retirement Benefit Plan under this Agreement shall not be eligible for any retirement benefits that may be negotiated under a successor Agreement.

9.9.4 **Legislative Changes**

If the Illinois legislature subsequently enacts legislation further limiting annual percentage increases allowable as TRS creditable earnings for the purpose of calculating teacher pensions or requiring additional Board contributions for TRS in excess of the specified percentages required as of the effective date of this Agreement, the Board and the Association agree to meet and review any negative impact on the District's finances.

9.10 **Part-Time Teachers**

Teachers employed on less than a full-time basis shall receive pro-rata compensation and sick leave, personal leave, and bereavement benefits. Part-time Teachers employed at least thirty (30) hours per week shall be afforded health, dental, and life insurance on a pro-rata basis. In addition, part-time Teachers employed at least 50% time or more shall receive pro-rata tuition reimbursement and may be eligible for temporary disability leave after completion of five (5) years teaching in the District.

Once tenure has been achieved, involuntary part-time service shall not constitute interruption of continuous service. The seniority status of Teachers involuntarily reduced to part-time shall not be affected by such reduction and they shall continue to accumulate seniority on a pro-rata basis. (For example: Teaching two (2) years at half-time would equal one (1) full year of seniority.)

ARTICLE X

EFFECT AND TERM OF AGREEMENT

10.1 Effect of Agreement

All terms and conditions of employment not covered nor abridged by this Agreement, shall continue to be subject to the Board's exclusive direction and control and shall not be the subject of negotiations during the life of this contract.

10.1.1 It is understood that this Agreement shall not be modified by either party in its content or intent, and that no other areas of Teacher benefits shall be discussed or negotiated for the duration of this three-year contract unless mutually agreed.

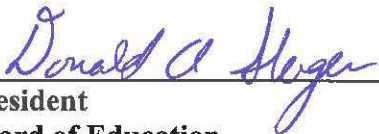
10.1.2 The Board shall bargain collectively with regard to the impact of policy matters directly affecting wages, hours and terms and conditions of employment upon the request of Teacher representatives.

10.2 No Strikes

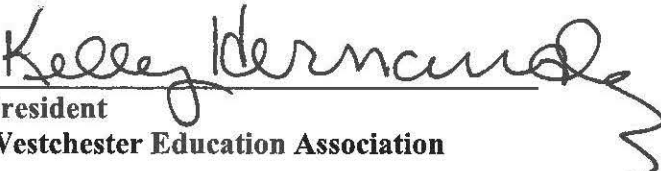
Neither the Association nor any member of the bargaining unit shall strike, slow-down, or otherwise refuse to render full and complete services to the Board during the term of this Agreement.

10.3 Duration of Agreement

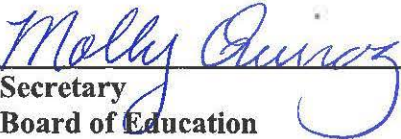
This Agreement shall be effective as of the 1st day of July, 2018, and shall continue in effect until 11:59 p.m. on the 30th day of June, 2021.



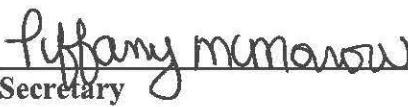
President
Board of Education
Westchester School District 92½



President
Westchester Education Association



Secretary
Board of Education



Secretary
Westchester Education Association

Date: June 3, 2018

Date: June 3, 2018

APPENDIX A-1

2018-2019 SALARY SCHEDULE

	BA	BA+15	BA+30	MA	MA+15	MA+30
A	\$39,774	\$41,151	\$43,354	\$45,740	\$48,127	\$50,115
B	\$40,243	\$41,636	\$43,865	\$46,279	\$48,694	\$50,706
C	\$41,048	\$42,468	\$44,742	\$47,205	\$49,669	\$51,720
D	\$42,074	\$43,336	\$45,860	\$48,384	\$50,910	\$53,013
E	\$43,336	\$44,599	\$47,123	\$49,647	\$52,172	\$54,276
F	\$44,599	\$45,860	\$48,384	\$50,910	\$53,434	\$55,537
G	\$45,860	\$47,123	\$49,647	\$52,172	\$54,696	\$56,799
H	\$47,123	\$48,384	\$50,910	\$53,477	\$56,001	\$58,104
I	\$48,384	\$49,647	\$52,172	\$54,780	\$57,304	\$59,408
J	\$49,286	\$50,910	\$53,434	\$56,085	\$58,609	\$60,712
K		\$52,172	\$54,696	\$57,390	\$59,913	\$62,017
L		\$53,434	\$55,959	\$58,692	\$61,217	\$63,321
M		\$54,298	\$57,221	\$60,040	\$62,563	\$64,668
N			\$58,483	\$61,386	\$63,910	\$66,014
O			\$59,745	\$62,732	\$65,257	\$67,361
P			\$61,007	\$64,078	\$66,603	\$68,706
Q			\$62,269	\$65,425	\$67,949	\$70,053
R			\$63,069	\$66,772	\$69,295	\$71,736
S				\$68,118	\$70,643	\$73,419
T				\$69,463	\$72,199	\$75,101
U				\$70,810	\$73,755	\$76,784
V				\$72,282	\$75,438	\$78,594
W				\$74,008	\$77,121	\$80,403
X				\$76,112	\$79,226	\$82,213
Y				\$78,215	\$81,329	\$84,316
Z				\$80,319	\$83,433	\$86,420
AA				\$82,423	\$85,535	\$88,523

Effective July 1, 2015, no Teacher may move to the BA+30 lane; only Teachers in that lane as of the effective date may remain on that lane. All other Teachers must remain on the BA+15 lane until they are eligible to move to the MA lane.

APPENDIX A-2

2019-2020 SALARY SCHEDULE

	BA	BA+15	BA+30	MA	MA+15	MA+30
A	\$40,490	\$41,891	\$44,134	\$46,563	\$48,993	\$51,017
B	\$40,968	\$42,385	\$44,654	\$47,112	\$49,571	\$51,619
C	\$41,450	\$42,885	\$45,181	\$47,667	\$50,155	\$52,227
D	\$42,279	\$43,742	\$46,084	\$48,621	\$51,159	\$53,272
E	\$43,336	\$44,636	\$47,236	\$49,836	\$52,437	\$54,603
F	\$44,636	\$45,937	\$48,537	\$51,136	\$53,737	\$55,904
G	\$45,937	\$47,236	\$49,836	\$52,437	\$55,037	\$57,203
H	\$47,236	\$48,537	\$51,136	\$53,737	\$56,337	\$58,503
I	\$48,537	\$49,836	\$52,437	\$55,081	\$57,681	\$59,847
J	\$49,473	\$51,136	\$53,737	\$56,423	\$59,023	\$61,190
K	\$50,395	\$52,437	\$55,037	\$57,768	\$60,367	\$62,533
L		\$53,737	\$56,337	\$59,112	\$61,710	\$63,878
M		\$54,636	\$57,638	\$60,453	\$63,054	\$65,221
N		\$55,520	\$58,938	\$61,841	\$64,440	\$66,608
O			\$60,237	\$63,228	\$65,827	\$67,994
P			\$61,537	\$64,614	\$67,215	\$69,382
Q			\$62,837	\$66,000	\$68,601	\$70,767
R			\$63,670	\$67,388	\$69,987	\$72,155
S			\$64,488	\$68,775	\$71,374	\$73,888
T				\$70,162	\$72,762	\$75,622
U				\$71,547	\$74,365	\$77,354
V				\$72,934	\$75,968	\$79,088
W				\$74,450	\$77,701	\$80,952
X				\$76,228	\$79,435	\$82,815
Y				\$78,395	\$81,603	\$84,679
Z				\$80,561	\$83,769	\$86,845
AA				\$82,729	\$85,936	\$89,013

Effective July 1, 2015, no Teacher may move to the BA+30 lane; only Teachers in that lane as of the effective date may remain on that lane. All other Teachers must remain on the BA+15 lane until they are eligible to move to the MA lane.

APPENDIX A-3

2020-2021 SALARY SCHEDULE

	BA	BA+15	BA+30	MA	MA+15	MA+30
A	\$40,976	\$42,394	\$44,664	\$47,122	\$49,581	\$51,629
B	\$41,300	\$42,729	\$45,017	\$47,494	\$49,973	\$52,038
C	\$41,787	\$43,233	\$45,547	\$48,054	\$50,562	\$52,651
D	\$42,279	\$43,743	\$46,085	\$48,620	\$51,158	\$53,272
E	\$43,125	\$44,617	\$47,006	\$49,593	\$52,182	\$54,337
F	\$44,203	\$45,529	\$48,181	\$50,833	\$53,486	\$55,695
G	\$45,529	\$46,856	\$49,508	\$52,159	\$54,812	\$57,022
H	\$46,856	\$48,181	\$50,833	\$53,486	\$56,138	\$58,347
I	\$48,181	\$49,508	\$52,159	\$54,812	\$57,464	\$59,673
J	\$49,265	\$50,833	\$53,486	\$56,183	\$58,835	\$61,044
K	\$50,215	\$52,159	\$54,812	\$57,551	\$60,203	\$62,414
L	\$51,151	\$53,486	\$56,138	\$58,923	\$61,574	\$63,784
M		\$54,543	\$57,464	\$60,294	\$62,944	\$65,156
N		\$55,456	\$58,791	\$61,662	\$64,315	\$66,525
O		\$56,353	\$60,117	\$63,078	\$65,729	\$67,940
P			\$61,442	\$64,493	\$67,144	\$69,354
Q			\$62,768	\$65,906	\$68,559	\$70,770
R			\$63,780	\$67,320	\$69,973	\$72,182
S			\$64,625	\$68,736	\$71,387	\$73,598
T			\$65,455	\$70,151	\$72,801	\$75,366
U				\$71,565	\$74,217	\$77,134
V				\$72,978	\$75,852	\$78,901
W				\$74,393	\$77,487	\$80,670
X				\$75,939	\$79,255	\$82,571
Y				\$77,753	\$81,024	\$84,471
Z				\$79,963	\$83,235	\$86,373
AA				\$82,172	\$85,444	\$88,582

Effective July 1, 2015, no Teacher may move to the BA+30 lane; only Teachers in that lane as of the effective date may remain on that lane. All other Teachers must remain on the BA+15 lane until they are eligible to move to the MA lane.

APPENDIX B
2018-2021 EXTRA DUTY SCHEDULE

Category I: Stipend Activities

	<u>Activity - Extra-Curricular</u>	2018-2021
Boys/Girls Basketball, Grade 8		\$ 3,147
Boys/Girls Basketball, Grade 7		\$ 2,893
Boys/Girls Basketball, Grade 6		\$ 2,893
Boys/Girls Basketball, Grade 5		\$ 1,158
Girls Volleyball, Grade 7		\$ 2,652
Girls Volleyball, Grade 8		\$ 2,906
Boys Volleyball, Grade 7		\$ 2,652
Boys Volleyball, Grade 8		\$ 2,906
Girls Softball, Grade 7		\$ 1,688
Girls Softball, Grade 8		\$ 1,942
Boys Softball, Grade 7		\$ 1,688
Boys Softball, Grade 8		\$ 1,942
Cheerleading/Dance		\$ 1,653
Yearbook		\$ 1,929
WMS Student Council (divided between 2 positions)		\$ 2,200

	<u>Activity - Academic</u>	
Mentor		\$ 344
Department Head/Team Leaders		\$ 1,147
Arts & Tech Team Lead		\$ 1,147
Computer Coordinator		\$ 5,284
Instrumental Music		\$ 3,857
WMS/WIS Chorus		\$ 1,147

	<u>WMS/Musical</u>	
Director		\$ 2,497
Choreographer		\$ 1,498
Acting Coach		\$ 1,498
Business Liaison		\$ 500
Program Creator		\$ 149

Category II: Extended Day/Night Supervision

Springfield Trip		\$ 104
Outdoor Education		\$ 312
Washington, D.C.		\$ 521

APPENDIX B (cont'd.)

Category III: After School Activity Sponsors and Professional Committee Participation

Newspaper Club

Library Club

Speech Contest

WIS Student Council

Science Fair

Others as approved by Superintendent

Hourly Rate

\$ 26.00

Category IV: Supervisory/Scorekeeper Activity

Admission/Supervisor

Detention Supervisor

Recreation Supervisor

Scorekeeper

Time Keeper

Dance Supervisor

Hourly Rate

\$ 22.00

Category V: Substitution

Substitute Teacher (per period)

Hourly Rate

\$ 26.00

APPENDIX C

GRIEVANCE FORMS

Copies to: Grievant(s)
Principal
Superintendent
WEA President

GRIEVANCE REPORT FORM

Name of Grievant(s): _____

Date Filed: _____ School: _____

STEP I

A. Description of Grievance: _____

B. Date Cause of Grievance Occurred: _____

C. Contract Articles Violated: _____

D. Remedy Sought: _____

E. Decision of Principal: _____

Signature of Principal: _____ Date: _____

Signature of Grievant(s): _____ Date: _____

_____ Date: _____

_____ Check here if this is a by-pass. Date: _____

Signature of Principal: _____

Signature of Grievant(s): _____

Date GRF Received by Superintendent or Designee: _____

APPENDIX C
GRIEVANCE FORMS

STEP II

A. Decision of Superintendent or Designee: _____

Signature of Superintendent or Designee: _____

Date of Decision: _____

B. Response of Grievant(s): _____

Signature of Grievant(s): _____

Date of Response: _____

_____ Check here if this is a by-pass. Date: _____

Signature of Superintendent or Designee: _____

Signature of Grievant(s): _____

STEP III

A. Date Submitted to Arbitration: _____

B. Decision and Award of Arbitrator: _____

Signature of Arbitrator: _____

Signature of Superintendent or Designee: _____

Signature of Grievant(s): _____

Date of Decision: _____

APPENDIX D

BIRTH/ADOPTION/MEDICAL/CHILD-REARING LEAVES OF ABSENCE OPTIONS


	SICK LEAVE / TEMPORARY DISABILITY LEAVE (ARTICLE 6.1)	FMLA LEAVE (ARTICLE 6.6.4)	CHILD-REARING LONG-TERM LEAVE (ARTICLES 6.6.2 and 6.7)
ELIGIBILITY	All teachers	All teachers employed at least 12 months and who have worked at least 1,250 hours during the 12 months preceding the start of the FMLA leave	Tenured teachers [Probationary teachers eligible only at Board's discretion]
MAXIMUM LENGTH	30 days or until teacher is no longer temporarily disabled	12 weeks during any 12-month rolling-back period	Balance of school year plus 1 additional school year
APPLICATION DATE	As soon as need for sick leave is known	30 days prior to start of FMLA leave (unless unforeseeable, then as soon as practicable)	120 days prior to start of leave, or by Feb. 1 if leave is for the following school year
RETURN TO WORK	After maximum of 30 days or when teacher is no longer temporarily disabled	At expiration of FMLA leave (unless FMLA's end-of-year rules apply)	If leave exceeds 8 calendar months, teacher must indicate intent to return by Feb. 1 st . If leave begins after Jan. 1, then teacher must indicate intent to return by May 1 st
INSURANCE	Premiums paid as though teacher was working, unless sick leave is exhausted	Premiums paid as though teacher was working	Premiums paid by teacher for portion of leave that extends beyond FMLA leave (per COBRA)
PAID/UNPAID	Paid, unless sick leave is exhausted and teacher is placed on an unpaid temporary disability leave	Paid if teacher has sick leave available and leave would qualify for sick leave use (typically, 30 days) Otherwise, unpaid	Unpaid

SIDE LETTER OF UNDERSTANDING

**BETWEEN
WESTCHESTER EDUCATION ASSOCIATION
AND
BOARD OF EDUCATION,
WESTCHESTER SCHOOL DISTRICT NO. 92½**

In addition to the terms expressly set forth in their 2018-2021 Collective Bargaining Agreement, the parties also acknowledge the following understandings and agreements. The parties intend that this Side Letter of Understanding shall not be subject to the grievance and arbitration procedures of Article VII of the Agreement.

Annually, as appropriate, a committee of three (3) staff members from each school, the principal of each building, and the Superintendent or his/her designee shall meet to review the parameters and philosophy used to develop the schedule of each school. The staff members shall be determined by each building faculty for this purpose. The staff will be invited to make suggestions regarding the application of the scheduling plan for their building. This input is to promote a positive understanding of the complexities and components of scheduling at each school and to provide for the informed communication of schedule development to the staff in each school. This committee process is advisory in nature. The final determination of school schedules is the responsibility of district administration.



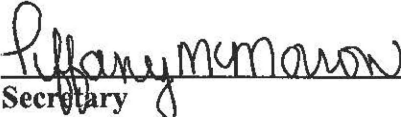
**President
Board of Education
Westchester School District 92½**



**President
Westchester Education Association**



**Secretary
Board of Education**



**Secretary
Westchester Education Association**

Date: June 3, 2018

Date: June 3, 2018