PROFESSIONAL NEGOTIATIONS AGREEMENT

ENTERED INTO BETWEEN

THE BOARD OF EDUCATION
ELEMENTARY SCHOOL DISTRICT 159

AND THE

DISTRICT # 159 FACULTY ASSOCIATION
IEA – NEA

2017-2021
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District # 159 Faculty Association Contract

RECOGNITION

The Board of Education, Elementary School District 159, Cook County, Illinois, hereinafter referred to as the Board, recognizes the District # 159 Faculty Association, an affiliate of the Illinois Education Association and the National Education Association, the sole negotiating unit for all full-time and part-time certified personnel: certified teachers, certified LRC Directors, certified social workers, certified speech pathologists, certified school nurses, instructional coaches, and deans. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement. The Board further agrees not to negotiate with any certified employee individually or collectively during the duration of this Agreement on any subject matter covered herein, provided the Board may issue contracts to probationary teachers.

FAIR SHARE AGREEMENT

Professional Certified Personnel

1. Each bargaining unit member, 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.

2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association within thirty (30) days from the date of commencement of duties or the effective date of this Agreement, the Board shall deduct the fair share fee from the wages of the non-member as Association fees are deducted from members. The District shall provide the Association Treasurer payments and payroll reports within five (5) business days after each payroll. The Board shall be responsible for collecting and transferring all Association fees to the Association and shall be responsible for correcting any errors by the next payroll period.

3. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, 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 employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Relations Board.

NEGOTIATION PROCEDURES

A. Negotiation Timetable

Negotiations will commence no later than June 1st of the year that the current contract expires.
B. Composition of the Bargaining Team

The District #159 Faculty Association will designate at least four representatives of its membership to conduct negotiations. The Association reserves the right to have present a Uniserve Director and/or other legal counsel when deemed necessary. The Board team will be comprised of three (3) board members, an administrator (Superintendent and/or Designee) and legal counsel when deemed necessary.

C. Information

The Board and Association agree to make available, upon reasonable request, information, statistics, and records of a non-confidential nature relevant to negotiations or necessary for the proper enforcement of this Agreement. Nothing contained herein shall require the District Administrative Staff to research and assemble information for the Association.

D. Illinois Labor Relations Act

The parties agree to negotiate in accordance with the Illinois Educational Labor Relations Act and related regulations.

E. Approval of the Agreement

1. Items tentatively agreed upon by the Negotiations Committee shall be initialed by all members of each team and considered tentatively approved pending action by the Board and Association. No item tentatively agreed shall be submitted for ratification by the membership of the Association and/or Board until tentative Agreement has been reached on all items.

2. When the participants reach Agreement, the proposed Agreement will be reduced to writing and be submitted to the Board and the membership of the Association for approval within one calendar month following approval by the bargaining teams.

3. The Board and the Association shall duly inform each other of its decision within eight (8) calendar days after a decision has been reached, while the school year is in session.

Within ten (10) school days of ratification of the Agreement, the Board and the Association agree that a print-ready copy of the ratified Agreement shall be prepared in a manner acceptable to both parties.

4. If the tentatively agreed to contract is rejected by either the Board and/or the Association, negotiations shall be reopened by the negotiating teams within twenty-one (21) days of the vote referred to in Section 2 above. The cause(s) for rejection shall be introduced for further discussion.

5. In the event that Agreement is not reached after such further discussion, the matter will be brought to the attention of the Board. The Association negotiating team will represent the bargaining unit in the deliberations with the full Board in reaching understanding and Agreement.
6. Upon approval by the Board and the Association, the Agreement constitutes a legal contract. Each party shall have two permanent, signed copies of the approved contract for its permanent records.

F. No Strike Clause

The Association and its members agree, in accordance with the statutes of the State of Illinois, not to strike, not to engage in work stoppages, and not to picket in any manner which would tend to disrupt the operation of any school programs or administrative offices for the duration of the contract.

ASSOCIATION RIGHTS

A copy of the minutes of all Board meetings shall be emailed to the Association president upon the written request of the Association president. The Board shall provide the Association, upon request, within five (5) working days whenever practicable, regularly prepared public information germane to matters within the scope of negotiation and the representation of its members. This shall include, but not necessarily be limited to, the annual financial audit, the tentative budget, and the adopted budget. Nothing herein shall require the Board or its staff to research or assemble information.

The Board shall provide the Association with an updated Seniority List by February 1st each year.

The Superintendent shall meet with the representatives of the Association to seek their suggestions for a calendar to be subsequently recommended to the Board for approval. Such schedule shall not include more than one hundred eighty (180) teacher employment days.

The Association’s views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

Names and addresses of newly-hired teachers shall be made available to the Association within ten (10) working days after approval of their contracts by the Board.

In the event the Association desires to send representatives to its state conferences and/or have members participate in other Association business, these representatives shall be excused without loss of salary, provided no teacher shall be absent hereunder more than two (2) days and the total days used hereunder shall not exceed six (6). Such days will not accumulate and the teacher(s) utilizing said days shall give his/her building principal forty-eight (48) hours’ notice of such use. In addition to the foregoing, the president of the Association shall be granted four and one-half (4.5) release days per school year of leave to attend to Association business. Such days will not accumulate from year to year and may be utilized in full or half (1/2) day increments.

Equipment for duplicating and audio-visual purposes of a type and number determined by the Board shall be provided and maintained in each building for educational purposes. Association officers may use available duplicating and audio-visual equipment provided this use does not interfere with the basic purpose for which the equipment is provided, or the rules for operation, and that any expense for supplies and materials used by the Association is paid by the Association.
Association officers may use regular building messenger services and teacher mailboxes for the purpose of official communications with members of the Association. Materials shall be sorted and placed in the mailboxes by Association building representatives.

The Association shall have the use of the bulletin boards in the teacher workroom/lounge in each building.

The Association shall have the right to hold its meetings on District property provided that such meetings in no way interfere with any aspect of the instructional program, and the facilities are available. The designated Association representative shall contact the building principal regarding the availability of the desired District facility and make advance reservations for such prior to scheduling any meeting which is to be held on school property.

**Professional Staff Planning and Advisory Board**

The purpose of this board is to serve as an advisor to the Superintendent in all matters which directly or indirectly relate to the education of children.

This board is a channel of communication between the Superintendent and the faculty in bringing about understanding in both directions on matters affecting the schools and teachers.

The Professional Staff Planning and Advisory Board’s membership shall consist of: Superintendent and/or Assistant (Deputy) Superintendent, one representative from the Pupil Personnel Services Committee, one representative from the Curriculum Committee, Building Principals, and one representative from the LRC Directors.

Each K – 5 building shall have one representative and the middle school shall have at least one representative. Any currently employed teacher would be eligible to serve. The Association shall provide the names of the representatives to the Superintendent.

Meetings shall be held in October, January and April.

**Executive Board Meetings**

The purpose of this board is to serve as a channel of communication between the Superintendent, District Office staff, and the Association Officers in matters affecting the schools and teachers. Monthly meetings shall be held September through May. Association officers shall be granted release time as needed to attend these meetings.

**TEACHER RIGHTS**

Teachers shall have the right to organize, join, and assist the Association; to participate in professional negotiations with the Board through representatives of their own choosing; and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the quality of the educational program.
Nothing contained herein shall be construed to deny any teacher his/her rights under the *Illinois School Code* of the State of Illinois or under other applicable laws and regulations. This paragraph shall not be construed to incorporate into this Agreement the *Illinois School Code* or any other law, regulation, or judicial decision grievable under this Agreement.

Teachers and administrators shall, at all times, treat each other with courtesy and respect. In all interactions, every effort will made to respect and maintain the integrity of the classroom learning environment.

The Board shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment because of his/her membership or lawful activity in the Association.

Individual teacher contract(s) or employment Agreement(s) issued to any teacher shall conform to this Agreement.

Teachers shall be allowed to leave their schools during their lunch period provided they sign in and out of their building. They may also leave the building at any other time at the discretion of the building principal or District Office Administrator.

In order to provide the opportunity for teachers to participate, teachers shall be given advance notice of any teachers, student teachers, teacher interns, co-teaching program participants, or other positions requiring certified teacher oversight. Teachers who are interested in and qualified to supervise any of the above will submit applications in writing to the administration.

Before a teacher is required to appear before an administrator regarding any concern or complaint, the building administrator will have made every effort to diffuse the situation and to further investigate the matter.

Furthermore, in the event of any serious and substantive complaint which may reasonably be anticipated to affect the parent-teacher relationship, a teacher-administrative conference shall be held. If the teacher requests a parent-teacher conference and the parent agrees, the administrator may attend at his/her discretion if requested by the teacher.

The administrator shall seek to provide counsel to both the parent(s) and the teacher in finding a solution to the problem which created the complaint.

If, during any such conference, any individual present shall utilize profane language, exhibit threatening behavior or language, or otherwise becomes abusive, the conference shall be concluded.

**WORKING CONDITIONS**

Teachers and students have a right to enjoy an environment conducive to learning. A teacher may request an administrative review of any serious or chronic situation that undermines the education process. These requests shall be submitted in writing to the building principal and the superintendent, who will then promptly review and respond to the concern in question.

The Board and the Association agree that pupil/teacher ration/class size is an important part of an effective educational program, and that a clear focus on the high standards of education be the foundation for how the District conducts its business.
HEALTH AND SAFETY

The Board and administration recognize their responsibility to take all reasonable measures to protect the safety of all teachers, students, and visitors, and to maintain a clean and safe environment helps to ensure that a quality learning environment can be established and maintained. The administration shall promptly review and respond to any concerns about the work environment which are communicated to it by the Association and its members.

Teachers shall not be required to work under conditions deemed by the administration to be clearly hazardous, nor shall teachers be required to perform tasks which the administration deems to endanger the health and safety of teachers, provided this paragraph shall not be construed to terminate, reduce, or otherwise affect a teacher’s obligation toward students. If any hazardous conditions are found to exist, such shall be reported immediately to the appropriate administrator.

In the event of a work-related accident, illness, and/or injury, any affected staff member shall be required to complete the relevant incident report form to ensure proper investigation, and, if needed, subsequent resolution or corrective action. It is incumbent upon an administrator or appropriate administrative representative to see that affected staff members, or his/her appropriately designated representative, are provided, in person, with the above-mentioned forms in a timely enough manner that any related deadlines for report submission can reasonably be met. The principal shall sign the form to indicate receipt and shall provide a signed copy to the teacher(s). Such forms shall be filed separately from the teacher’s personnel records.

The Board agrees to protect teachers against death and bodily injury and property damage claims and suits, including the defense thereof, when damages are sought for negligence or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. The teacher has an obligation to report incidents which he/she may reasonably expect to result in possible harm or litigation. The report shall be made in writing in accordance with the district form. The report shall be submitted to the building principal within one (1) school day subsequent to the occurrence of the incident. The principal shall sign the form to indicate receipt and shall provide a signed copy to the teacher. Such forms shall be filed separately from the teacher’s personnel records.

Any case of threatened or actual physical assault upon a teacher shall be reported to the building principal within one (1) school day subsequent to the incident by the employee or his/her designee. The Board shall cooperate with the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Teachers are permitted to file charges with the local Police Department, and the administration will file other reports/charges as required by law. The Board shall provide release time to the teacher for all necessary meetings with law enforcement officials and court appearances. Every effort shall be made by the teacher to schedule those meetings at times when said teacher is not involved in assigned student-related responsibilities.
PUPIL DISCIPLINE

Senate Bill 100 prioritizes the creation of safe and orderly schools while seeking to address excessive use of the most severe forms of discipline. Under the legislation students can only be suspended, expelled or referred to an alternative school if all other “appropriate and available” alternatives are exhausted. In other words, suspensions and expulsions become the last resort, rather than the first response. Student safety is the primary concern of the Elementary School District 159 Board of Education and Superintendent of Schools. The teaching of self-discipline (responsibility for a person’s own actions) is a goal of the Elementary School District 159 Student Code of Conduct (SCOC) as noted in the Parent/Student Handbook. It is the school’s responsibility to implement a program for teaching a system of essential rules and to administer just and constructive corrective measures when appropriate. Fair and equitable discipline is intended to protect the rights and privileges of all persons, in all matters relating to the conduct of the school. Principals, teachers, and certified personnel stand in loco parentis, in the supervision of students in the absence of parent/guardian. Under the Illinois School Code, school personnel are tasked with maintaining a safe and appropriate educational environment, conducive to learning, in a manner consistent with this Board of Education policy and the SCOC. Should corrective measures be necessary, the following principles will apply:

- Corrective measures and the need therefore shall be determined on a case by case basis.
- Corrective measures shall be determined and administered in a fair, equitable and nondiscriminatory manner, based upon identified evidence that supports a determination that misconduct occurred or that the student’s behavior places him/her at risk for continuing aggressive behaviors, including bullying and harassment.
- Students shall be afforded a chance to learn from and correct their behaviors with as little disruption to their education as practicable.
- A system of support (i.e. dean, assistant principal, social worker, school psychologist, teacher, instructional assistant, etc.) will be used whenever possible before resorting to strategies or consequences that may result in lost instructional time for students.

It is the intention of the Board of Education that the SCOC be viewed as cumulative, so that repeat or persistent violations result in increased interventions and progressive discipline and that consequences are commensurate with the seriousness and nature of the infraction(s) committed.

A teacher must utilize corrective behavioral strategies and consequences for minor infractions that occur in their classroom or other location when students are under their responsibility and control, e.g. field trips, extra-curricular activities. A teacher may remove a student from the classroom for persistent or substantially disruptive behavior, after having made reasonable attempts to address the behavior in class without success, accompanied with a written disciplinary referral.

A teacher shall be responsible for the reasonable conduct of his/her class and for maintaining discipline and order in his/her presence in the school building and on the school grounds. The Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of control and discipline. The Board recognizes that the teacher may not fairly be expected to undertake those duties which can only be performed by a psychotherapist certified in accordance with Illinois law.

Before discipline referrals are made to the building administrator and/or his/her designee, the teacher shall be responsible for giving the student fair warning and clear and explicit instructions of what behavior is expected in the classroom. In cases of student discipline involving a teacher’s regular classroom, which are neither gross nor violent in nature, the teacher shall attempt to contact the parent or guardian in an earnest effort to resolve the problem before issuing a referral. Such
attempts shall be documented by the teacher and be available as needed for discipline proceedings related to the student.

A teacher may refer a pupil from class when the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the learning environment intolerable.

When a pupil is referred by a teacher, the teacher shall make every reasonable attempt for the student to get from the classroom to the building administrative office. The teacher shall refer the problem in writing to the building principal or designee by fully completing the teacher section of the designated referral form by the end of the following day.

The building principal or his/her designee shall take appropriate action seeking to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified in a manner and at a time appropriate to the circumstances under which re-admittance is granted but not later than the time of re-admittance of the student.

If the disobedience or misconduct continues or the conditions for re-admittance are not met by the pupil, a disciplinary conference will be held within a reasonable period of time to determine an appropriate course of corrective action.

A teacher may use a defensive posture and/or necessary restraint to protect himself/herself from attack or to prevent injury to a student or district employee or school visitor. Physical contact or force may not be used as punishment.

Procedures for suspension and expulsion of pupils from school will be made known in writing.

In accordance with state statute, teachers shall not use corporal punishment.

There should be an after-school detention program. This program will operate two days per week, throughout the school year, at each school. The program will be staffed by teachers for one hour each day. Teachers shall be chosen for the program in the same manner as teachers are chosen for other supplemental pay positions. Teachers shall be paid at the rate of $34.00 per hour for after school detention. After-school detentions will be held at all applicable buildings with an administrator on site.

Additional after school detention programs may be scheduled as needed for longer sessions at the middle school. The District will continue to have an in-school suspension/detention program during the school day.

The District’s administrators and the District’s teachers agree to exert earnest effort toward following and implementing the District’s rules, regulations, and policies regarding student discipline.

**TEACHER DISCIPLINE**

Fundamental Principles

The District recognizes the use of progressive discipline whenever appropriate, and no teacher shall be disciplined without just cause. The investigative process must begin within two (2) days of the occurrence.
No disciplinary action shall be taken for violations of school or District policies unless such policies are in writing in hard copy form in the form of one copy to be placed in each school’s library, electronic/digital form, and posted on the District website.

Where violations or infractions of Board policy, practice, and/or law are determined to have occurred, disciplinary action will reflect the severity and nature of the infraction.

The disciplinary actions and procedures found herein shall be subject to the grievance procedure, except for teacher dismissal, which shall be governed by the requirements of the Illinois School Code.

When the Superintendent or principal determines that a teacher’s continued presence poses a threat to him/her or to others, or poses a threat of disruption to the educational process, school officials may immediately take appropriate action to resolve such threat. Resolving the threat may require immediate attainment of information from the teacher for the purpose of protecting student or staff safety, de-escalation, or resolution of the proposed threat.

In accordance with the provisions of the Grievance Section of this Agreement, written documentary evidence relating to the contemplated discipline shall be used as the basis for teacher discipline.

Reprimands

The Superintendent and principal may issue oral or written reprimands to discipline a teacher.

Prior to the issuance of written reprimands, the administrator shall conduct an investigatory meeting. At least two (2) days prior to such a meeting, the teacher shall be given written notice, specifying the reason for the meeting. At the meeting, the teacher shall be given an opportunity to respond to the information provided. The teacher shall have the right to representation during any investigatory meeting.

If a decision is made to issue a written reprimand, the teacher shall receive a copy of the written reprimand, which shall specify the reason(s) for the reprimand and the length of time that any corrective process shall last. Any such process shall not exceed one year, and the successful completion of said process shall render the affected teacher in good standing.
Teacher Suspension

(1) Suspension With Pay

(a) The Superintendent, with the approval of the Board of Education, may suspend a professional employee with pay:
   (i) During an investigation into allegations of misconduct whenever the employee’s continued presence in his/her position would not be in the school’s best interests.
   (ii) As a disciplinary measure for misconduct that is detrimental to the school District (as outlined in APPENDIX C., Terminology).
   (iii) Pending a Board hearing to suspend a teacher without pay.

(b) Prior to the issuance of a suspension with pay, the Superintendent shall conduct an investigatory meeting. At least two (2) days prior to such a meeting, the teacher shall be given written notice specifying the reason for the meeting and will have the opportunity to review the charges with representatives. At the meeting, the teacher shall be given the opportunity to respond to the information provided. The teacher shall have the right to representation during any investigatory meeting.

(c) If a decision is made to suspend with pay, the teacher shall receive written notice which shall specify the reasons for and the duration of the suspension. Upon return from the suspension, the employee will be considered to be in good standing.

(d) Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

(2) Suspension Without Pay

Following an investigation appropriate to the circumstances, the Board of Education may suspend a professional employee without pay:

(a) In the event that a dismissal hearing is pending.
(b) As a disciplinary measure for up to thirty (30) employment days for misconduct that is detrimental to the school District (as outlined in APPENDIX F., Terminology).

The process which may potentially result in a suspension without pay will be subject to the following procedures:

(a) Pre-Suspension Meeting The Superintendent shall provide the teacher with reasonable written notice of the charges against the teacher and schedule a meeting to be held with the teacher to review the charges. The parties, including the teacher’s representatives(s), shall meet prior to the suspension, or if circumstances require the teacher’s immediate removal from the premises, as soon thereafter as practicable, to advise the teacher of the evidence in support of the suspension. The teacher will be given an opportunity to respond to the evidence presented.
(b) **Notification** If, after such pre-suspension meeting, a decision is made to suspend the teacher without pay, the teacher shall receive written notification of the suspension decision which shall specify the reason for the suspension, the date(s) and duration of the suspension, the teacher’s right to a hearing with the Board of Education with representation to review the suspension decision, and a notation that the specific procedures to be followed in conjunction with the review hearing are found in this section of the Agreement.

(c) **Review hearing** The teacher shall be granted a hearing with the Board of Education to review the suspension unless the teacher agrees, in writing, to waive his/her right to such a hearing. Hearing dates shall be promptly scheduled. The teacher shall be given written notice of the time and place of the hearing at least seven (7) calendar days prior to the hearing.

(d) **Procedures to be followed at the hearing shall include:**

   (i) The hearing shall be conducted in closed session.
   (ii) The teacher may be accompanied by a consenting representative(s) of his/her choice.
   (iii) The school officials and teacher may each make a short opening statement and closing statement.
   (iv) The school officials shall first present their evidence in oral or written form.
   (v) The teacher may then present oral or written evidence to refute the charge.
   (vi) A reasonable number of witnesses may be called and questioned by either party.
   (vii) All relevant evidence presented shall be received by the Board without regard to the technical rules of evidence in such a manner as is appropriate under the circumstances.
   (viii) The hearing may be recorded by either party at its own expense.
   (ix) The Board may uphold, modify, or reverse the suspension. If the suspension is reversed, any lost salary and benefits shall be restored to the teacher, and the personnel record/file shall be expunged of any notices or material relating to the suspension.
   (x) The teacher may request reconsideration by the Board upon discovery of new information which was not available at the time of the review hearing.

If at the conclusion of any of the above outlined investigative processes it is determined that no suspension is warranted, no notices or materials relating to the suspension investigation shall be placed in the teacher’s personnel record/file.

**Teacher Dismissal**

Any teacher who is dismissed or discharged shall be entitled to a pre-termination meeting with the Superintendent at which time the teacher shall be advised of the evidence in support of his/her dismissal and shall be given an opportunity to respond to the evidence presented. The teacher may be accompanied by a consenting representative(s) of his/her choice.

Any teacher who is dismissed or discharged shall have all rights provided under the *Illinois School Code*. The decision to dismiss or discharge a teacher shall not be subject to the grievance procedure found in this Agreement.
GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time-to-time, arise concerning the applications of this Agreement.

A. Definitions

A grievance is any written complaint by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

Days (terminology); In the grievance and evaluation process, the term “day(s)” shall refer to work days when students are present. If a grievance is not settled by the end of the school year, or occurs after the end of the school year, the term workday(s) shall refer to Monday through Friday when District employees are present.

B. Procedure

A grievance may be brought up by an individual teacher, a group of teachers, or the Association itself.

Informal Step: The grievant shall attempt to resolve any grievance in informal, oral discussion with the building principal within ten (10) days of the occurrence, or knowledge of the occurrence, of the matter to be grieved. A sincere attempt should be made to resolve any concerns by oral interview between the teacher and the appropriate administrator before differences become formalized as grievances. When requested by the employee, an Association representative of District 159 may accompany the employee to assist in the informal resolution of the grievance. When requested by an Administrator, another Administrator of District 159 may be present during the informal resolution of the grievance.

Step 1 – Principal

The aggrieved teacher, group of teachers, or the Association itself, must file a grievance in writing with the appropriate building principal within twenty (20) days, inclusive of the 10 allotted above. The written grievance shall state the nature of the grievance detailing the specific facts including the clause or clauses of the Agreement allegedly violated. The building principal shall confer with the grievant(s) in attempting to resolve the grievance and he/she shall render a written decision to the grievant(s) within ten (10) school days of the receipt of the written grievance.

Step 2 – Superintendent

In the event a grievance has not been satisfactorily resolved at the first step, the grievant(s) may appeal to the Superintendent by filing a copy of the written grievance within ten (10) school days after he/she has received the written decision of the building principal. Within ten (10) school days after receipt of the written grievance, the Superintendent and the grievant(s) shall hold a conference, and a written decision shall be rendered by the Superintendent within ten (10) school days.

Step 3

In the event a grievance has not been satisfactorily resolved at the second step, the grievant(s) may appeal to the Board by filing a copy of the written grievance within ten (10) school days after he/she has received the written decision of the Superintendent. Within fifteen (15) school days after receipt of the
written grievance, the Board shall render its decision in writing through the Superintendent’s office to the grievant(s).

Step 4

If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) school days of the date for the Step 3 answer, then the grievance is deemed withdrawn.

The arbitrator shall have no power to alter the terms of this Agreement.

C. General Conditions

1. Initiate at most appropriate step, if the Association and Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step. There are issues that lie beyond the scope and responsibility of administrators, at certain levels, to remedy. A building principal should have the first opportunity to remedy grievances specific to their particular building. The Superintendent is the proper administrative level for dealing with matters affecting multiple buildings and/or District-wide concerns. A grievance should initiate with the Board if the grievance speaks to a contract violation committed by the Board or any member thereof.

2. Bypass to Arbitration – If the Board and the Association agree, a grievance may be submitted directly to arbitration.

3. Class Grievance – a Class Grievance involving one or more employees or one or more supervisors, and grievance involving an administrator above the building level, may be initially filed by the Association at Step 2.

4. Association Participation: Employee Not Represented – When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

5. No Reprisals Clause – No reprisals shall be taken by the Board, or the Administration, or the Association against any employee because of the employee’s participation or nonparticipation in a grievance.

6. Release Time – Should the arbitration hearing of any grievance require that an employee or Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits. Arbitration hearings shall be held at a time mutually agreed upon by the Board and the Association.

7. Filing of Materials – All records related to a grievance shall be filed separately from the personnel files of the employees.

8. Grievance Withdrawal – A grievance may be withdrawn at any level without establishing a precedent.
9. No Written Response – If no written decision has been rendered within the time indicated by a step, then the grievance may be processed to the next step.


GENERAL GUARANTEES

A. Contract Renewal

1. All full-time teachers shall be contacted concerning the Board’s intention of contract renewal or refused per the appropriate provisions of the Illinois School Code.

2. Prospective tenured teachers shall be contacted concerning acceptance or rejection of tenure per the appropriate provisions of the Illinois School Code.

B. At least thirty (30) days prior to the close of school, the Board shall mail to each teacher notification indicating:

1. Name of school to which he/she is to be assigned.
2. Teaching assignment or grade level and subject matter, where applicable.

C. By June 1st, all special subject teachers (Art, Computer, Music, Foreign Language, Physical Education, and LRC Directors) shall participate at a scheduling conference with the building principals where scheduling preferences shall be discussed.

D. Two weeks prior to the opening of school, each teacher shall be notified of travel and class scheduling.

E. The teacher’s personnel file shall be maintained in accordance with Illinois law. The District shall maintain only one personnel file.

1. Each teacher shall have the right, upon reasonable written request, in the presence of the Superintendent or his/her designee, to view the contents of his/her personnel file, except for confidential communications, in accordance with applicable statute. A representative of the Association may, at the teacher’s request, accompany the teacher in this review.

Materials related to a teacher’s employment status or discipline may not be placed in the teacher’s personnel file without notifying the teacher of such action. The teacher shall sign any such material to acknowledge receipt and shall initial all pages of any multi-page document(s). The teacher shall be afforded an opportunity to respond in writing to any material placed in his/her file, and to have such response included in his/her file. The teacher may challenge the relevancy of any document placed in his/her file, and may also grieve hereunder the inclusion of any document which he/she asserts is irrelevant by reason for its content not being germane to his/her activities or responsibilities as a teacher.
1. No teacher shall remove any materials from his/her file except by mutual Agreement with the administration. However, a teacher shall have the right to copy any material available to the teacher under this section of the Agreement or have such copies made by the office personnel at the usual and customary cost.

2. Confidential material, such as recommendations by colleges or universities shall be part of the teacher’s personnel file. Evaluations of a teacher by a previous employer, medical records or other personal identification information, shall not be part of the teacher’s personnel file. There shall be no other personnel file. This clause shall not waive the rights of any teacher to review all materials in his/her personnel file allowable under law.

3. The teacher’s personnel file shall not be copied or otherwise made known to any person without the teacher’s consent, except as necessary for the regular conduct of District business and affairs or upon subpoena. A teacher shall be notified in writing when copies are made of material from his/her personnel file and the reason(s) for copying such material.

Employee Evaluation

The Board and the Association recognize that the primary purpose of employee evaluation is the improvement of instruction.

1. The administration shall evaluate each employee in writing using an evaluation instrument jointly designed by the Association and the school administration.

2. **Certified tenured personnel** shall be in accordance with applicable Illinois law minimally evaluated at least once every two (2) school years. Each teacher shall have two (2) days’ notice prior to each formal evaluation which shall include an in-class observation of the certified personnel’s performance. The evaluator shall have a meeting with the employee within fifteen (15) school days following his/her evaluation to discuss the evaluation. At this meeting, the teacher shall receive a copy of all evaluations and written correspondence of a non-confidential nature and acknowledge receipt of same. The employee shall have the right to attach an explanation to any evaluation or other materials of a non-confidential nature within fifteen (15) school days of knowledge of such placement. The same timeline will apply in the event that an in-class observation is cancelled and/or rescheduled.
Remediation

A. Identification

A teacher shall be placed upon remediation status under the following conditions:

1. The teacher receives an overall unsatisfactory rating.
2. The Board deems the deficiency to be remediable.

B. Process

1. The Superintendent and/or designee(s) shall develop a remediation plan within thirty (30) calendar days of the evaluation conference with the teacher.
2. The plan shall be ninety (90) school days in duration.
3. The plan shall identify the qualified administrator(s) who will conduct the evaluations.
4. The participating administrator(s) of the remediation plan shall select a qualified consulting teacher from the list provided by the Association.
5. The participating administrator(s) shall, at a minimum, evaluate the deficient teacher at the end of each thirty (30) day period for the duration of the ninety (90) day remediation plan.
6. If the teacher has attained a rating of “Proficient” or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the ninety (90) day remediation plan with a rating of “Proficient” or better, he/she shall be dismissed in accordance with Section 24-12 of the Illinois School Code.

C. Consulting Teacher

1. The Board and/or its agent(s) shall select the consulting teacher from a list provided by the Association in accordance with Section 224-A of the Illinois School Code. A consulting teacher is an educational employee as defined in the Educational Labor Relations Act, who has at least five (5) years teaching experience, and a reasonable familiarity with the assignment of the teacher being evaluated, and who received an “excellent” rating on his/her most recent evaluation.
2. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
3. Where no consulting teacher is available in the District, the District shall request the Illinois State Board of Education (ISBE) to provide a consulting teacher. ISBE shall thereupon provide a consulting teacher who meets the requirements as listed in this Agreement. The consulting teachers shall be governed by all relative parts of this Agreement.
4. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to successfully complete the remediation plan. Where appropriate, such advice may include the improvement of teaching and classroom instruction skills.
5. The consulting teacher(s) shall not participate in any of the required evaluations nor be engaged to evaluate the performance of the teacher under remediation.
6. The consulting teacher shall be informed, through three (3) conferences, with the qualified administrator and the teacher under remediation, of the results of the three (3) evaluations in order to continue to provide assistance to the teacher under a remediation plan.

7. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher(s). The remediation plan shall be amended as necessary upon consultation with the new consulting teacher(s).

8. The consulting teachers shall receive a predetermined amount of release time per week to perform the duties of a consulting teacher. Consulting teachers shall suffer no loss of any assigned preparation time to which they would regularly and ordinarily be entitled. In addition, they shall be provided clerical assistance necessary in performing the functions of a consulting teacher.

9. The consulting teacher shall not participate in the formal evaluation process. Any evaluation statements made by the consulting teacher related to the remediation of a teacher will be considered confidential and may not be used by either the Board (or its agent(s)) or the teacher under remediation in any subsequent evaluations, hearings, etc.

10. As provided in Section 10-20.20 of the Illinois School Code, a consulting teacher shall be indemnified and protected from suits arising from civil rights damage claims, constitutional damage claims, and the like.

3. **Certified Probationary personnel** as defined by the Illinois School Code, shall minimally be evaluated at least twice a year following the same timeline and procedure as above. In addition, Certified probationary teachers shall be afforded no less than a three (3) week time period between receipt of the formal write up from their immediately previous evaluation and any subsequent evaluation, except where the performance has not been proficient and previous evaluations have occurred, the final interval will be determined by the administrator.

4. The building principal shall provide the employee with definite, positive assistance to improve the quality of teaching and to eliminate any deficiencies noted in the evaluation. No tenured teacher will be evaluated after April 30th.

F. Each teacher shall receive a copy of the evaluation forms at the beginning of the school year, and all teachers will be informed as to which administrator will complete their formal evaluation(s). The evaluation instrument and process for evaluating a special subject (area) teacher(s) and staff will take into consideration the special nature of the position.

G. Vacancies or newly created teaching positions, including summer school positions, that occur during the school term may be filled by the Board for the balance of the school year.

Within ten (10) days of a known vacancy or new position, the Superintendent shall provide electronically to all teachers a list of known vacancies and/or new positions for the next school year and the vacancies that were temporarily filled by the Board in the current year by Individual email. Any teacher may bid on any job posted for which they are certified.
The Superintendent shall consider, but not be limited to, the following criteria in the filling of any position for which two or more teachers are being considered.

1. Both years of teaching experience and experience at the grade level of opening.
2. Certification. Teachers shall be assigned outside their certification only under unusual circumstances. Such teachers shall receive full consideration for placement within their certification at the earliest opportunity.
3. Seniority in district.
4. By May 15th or within ten days, the Superintendent or designee shall have a conference with each teacher who has bid on one or more of the above positions.
5. By June 15th or within ten (10) days, the Superintendent or designee shall have a conference with each teacher who bid on but will not be assigned to the bid on position. The Superintendent shall discuss the reasons for the decisions during this conference. In addition, this conference shall take place prior to any notifications concerning the actual filing of the positions indicated in this section.

6. Informal Appeal Process

A decision rendered by the building principal, the superintendent, or Board, whose subject matter is not otherwise covered by the Grievance Procedure within this contract, may be appealed by an individual teacher. Every reasonable effort shall be made to reconcile the decision before appealing and to maintain as much informality as is possible.

If the initial decision is rendered by a building principal, the appeal procedure could include both the Superintendent and the Board. If the initial decision is rendered by the Superintendent or the Board, the appeal procedure shall be to the Board.

Upon appeal by the teacher to the Superintendent, a conference shall be scheduled with the Superintendent at a mutually agreed upon time, but such a conference shall be scheduled no later than five (5) school days subsequent to the initial decision.

Upon appeal by the teacher to the Board, the matter shall be considered at the next regularly scheduled meeting of the Board.

LEAVES OF ABSENCE

Workers’ Compensation

In the event that an employee receives workers’ compensation payments as a result of a work-related injury, for each day of workers’ compensation paid, the employee may request that the Board pay an additional one-third (1/3) of the employee’s per diem rate of pay from the employee’s accumulated sick leave or personal leave. In the event of such a request, the Board shall pay the additional one-third (1/3) and the employee’s accumulated sick leave or personal leave shall be reduced accordingly. In the event an employee has utilized sick days prior to being awarded workers’ compensation benefits, upon the award of workers’ compensation benefits, the employee shall have the option of having his/her sick leave credited 2/3 day for each sick day so utilized during the period covered by the award of workers’ compensation benefits. If the employee has exhausted his/her sick and/or personal leave, he/she will receive no payment from the district in addition to workers’ compensation. Notwithstanding, anything in this Agreement to the contrary, at no time, shall an employee receive more than 100% of his/her salary while collecting workers’ compensation.
Sick Leave

1. Sick Leave is defined as:
   a) Inability to work because of personal sickness or injury.
   b) Absence for examination or treatment by a doctor, dentist, or eye specialist which cannot be reasonably scheduled during non-school days or hours.
   c) Quarantine at home, or serious illness, or death in the immediate family or household.
   d) The immediate family for purpose of this section shall include: parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, stepchildren, step-grandchildren, aunts and uncles.

2. Each teacher shall be entitled to a total of twelve (12) sick leave days with full pay per school term with a maximum of 340 days accumulation, with the District keeping track of sick days to 340.

3. If sick leave is used as a reason for absence on Teacher Institute Days, the Board of Education, Superintendent or designee reserves the right to require a certificate from a physician licensed in Illinois to practice medicine and surgery, or a physician’s assistant who has a written collaborative agreement with a collaborating physician who is authorized to perform health examinations.

Extended Sick Leave

Extended sick leave is an additional type of leave intended as protection for tenured teachers who may become seriously ill or disabled and whose illness or disability extends beyond their accumulated sick leave days.

To be eligible for extended sick leave, a teacher must:

1. Be a tenured teacher within the District, and
2. Have exhausted his/her accumulated sick leave days, and
3. Be approved to receive Temporary Disability or Accidental Disability Benefits under the provisions of the Teachers’ Retirement System of the State of Illinois.
4. At the Board’s option, the Board may require periodic physical examinations by a certified physician or physicians of their choice to determine the status of the disability. The District shall assume the cost of such examinations.

Any insurance benefits and/or coverage under the provisions of this contract, to which the teacher is otherwise entitled, shall be continued during the period of such leave.

All other benefits under the provisions of this contract, to which the teacher would otherwise be entitled, shall be suspended during the extended sick leave period; however, completion of 50% or more of the school year shall be considered to be a full year for the purposes of advancement on the salary schedule.

Extended sick leave may be continued for a period of not more than one year following the end of the school term during which the leave was granted. During this period, a teacher shall have the right to renew teaching duties with the District with no loss of work status, provided the following procedure is followed.
A teacher shall, within thirty (30) calendar days subsequent to the end of the disability, resume teaching duties within the District.

In the event that a returning teacher notifies the District that he/she desires to return to teaching service sixty (60) days or less prior to the end of the school term, the Board will approve the request, but shall reserve the right to assign the teacher other professional responsibilities for the remainder of the school term only if it is felt that such assignment would be in the best interest of the school district. If such professional responsibilities cannot be assigned within the District, the teacher shall not be required to perform duties within the District, but shall receive his/her regular pay and all rights and benefits under the provisions of this contract until such responsibilities can be assigned. Such teacher shall resume his/her normal teaching assignment at the beginning of the next school year. A returning teacher shall present written release from a certified physician to the Superintendent within thirty (30) days subsequent to the end of the disability that he/she shall return to teaching duties at the beginning of the next school year provided that such disabilities cease subsequent to the end of the school term.

SICK LEAVE BANK

The sick leave bank (SLB) shall be administered by the District #159 Faculty Association Sick Leave Bank Committee, which shall be composed of District #159 Faculty Association Executive Board (President, Vice President, Secretary, and Treasurer.) The Sick Leave Bank Committee may establish such rules as are necessary to maintain the SLB for the benefit of all its members, so long as such rules are consistent with the terms of relevant sections of the current Agreement. The Sick Leave Bank Committee shall make reports to the Association President and the Superintendent each school year and shall report the disposition of each request to withdraw days from the SLB.

Membership in the SLB shall be limited to full time District #159 Faculty Association members as defined in this agreement, and such membership shall be voluntary on the part of each teacher. The district shall notify all new certified staff of this benefit during new teacher orientation. First year probationary teachers are not eligible to participate in the SLB.

At the beginning of the school year, but no later than October 1st, each new SLB member may designate one sick day to be added to the SLB. New SLB members must complete a SLB Membership Application. Membership shall continue from year to year unless terminated as provided for herein. A member withdrawing from the SLB or leaving District 159 shall forfeit days previously contributed. Teachers who retire from the District may donate to the sick leave bank any accumulated sick leave days, which have not been used by the teacher. A member leaving the district may not withdraw sick bank days or count any of the donated days for retirement credit.

Every teacher must complete an SLB Membership Application form (See Appendix C) to join
the sick bank. A special account will be set up in the Aesop system for the Faculty Association SLB and one (1) day will be deducted from each Member’s accrued sick time and transferred to this account. The Human Resources Department will maintain all required records for the maintenance of the SLB. Reports on the current status of the SLB will be supplied to the committee within 3 days upon request.

Days remaining in the bank at the end of the year shall not be returned to contributing teachers but rather shall be retained in the bank. The SLB shall maintain a minimum number of days in the bank of no less than 10 days. The SLB will be audited annually (more often if necessary) by a representative of the Board, a representative of the Association, and the Superintendent. A complete list of SLB participants will be maintained by the Association. The annual audit shall be completed by June 30th.

In the event that all sick days in the SLB are used and the bank is, therefore, depleted, each member of the SLB will be informed and have the option of contributing one (1) additional sick leave day, deducted from his/her accumulated sick leave. In the event that a member chooses not to contribute at such time, their membership in the SLB shall be terminated.

In the event that a decision is made to dissolve the SLB, any days remaining in the SLB shall be distributed to teachers who are then members of the SLB in a way to be determined by the Sick Leave Bank Committee.

Teachers may apply to withdraw days (See Appendix D) from the SLB for personal illness or for the illness of immediate family members as defined in this contract. (See Appendix E) The illness, which underlies the request to withdraw days from the SLB, must be verified in writing by a physician and must be of sufficient seriousness that the teacher is expected, but is not required, to be absent from work for a total of at least ten (10) working days from the onset of the illness. The Sick Leave Bank Committee may require periodic reports from the physician and reserves the right, at its discretion and at the Association’s expense, to require the opinion of a physician of its own choosing in order to approve continued withdrawal of days from the SLB. Nothing shall prohibit the Sick Leave Bank Committee from investigating an application for sick leave days either before the granting of said days, or during the period the teacher is drawing from the SLB. Under no circumstances shall withdrawals from the SLB be used to extend a participant’s sick leave beyond the school year in which the leave first commenced.

Prior to withdrawing any days from the SLB, a teacher must have exhausted his/her own sick and personal leave, including any days accumulated during previous years. The maximum number of days a teacher may withdraw from the SLB in any given year will be:

Limits:

<table>
<thead>
<tr>
<th>Years of District Service</th>
<th>Available Sick Bank Days During Those Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-4</td>
<td>30</td>
</tr>
<tr>
<td>5 - Plus</td>
<td>60</td>
</tr>
</tbody>
</table>

If more than 60 days are requested, the request will be subject to review and approval by the Sick Leave Bank Committee on a case by case basis. There will be a cap of 340 days for the Sick Leave Bank.
The Association and its members shall indemnify and hold harmless the Board and its employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Board or its employees for the purpose of complying with this article, unless said liability arises as a result of willful and wanton misconduct by the Board or its employees for the purpose of complying with this article.

Personal Leave

(1) Subject to the approval of the Superintendent, teachers will be granted three (3) paid personal days. These days are on a non-cumulative basis. All personal days not utilized by the end of the school year shall be added to the number of sick days accumulated.

(2) Personal leave may be limited to one per school building per day, except in cases of personal emergencies that cannot be conducted any other day.

(3) Personal leave may not be taken during the first or last week of school, immediately before or after a holiday or vacation, on days designated for parent conferences, Teacher Institute Days, School Improvement Days, or during ISAT (or other state mandated testing days) testing.

(4) Notice of at least 24 hours shall be required except in cases of emergency. The nature of the emergency shall be explained to the Superintendent upon the teacher’s return to duty.

Bereavement Leave

Up to three (3) days of leave per school year will be granted to each teacher to attend the funeral of any relative who is considered immediate family. Immediate family for these purposes is defined as: parents, spouse, siblings, children, grandparents, grandchildren, guardians, stepchildren, step-grandchildren, and/or in-laws, aunts, and uncles. Bereavement days are non-convertible and non-cumulative. Bereavement leave beyond three (3) days must have the permission of the Superintendent. Valid documentation of funeral attendance may be requested by the teacher’s immediate administrative superior.

Jury Duty

Teachers who are required to serve on jury duty on work days will be excused for the amount of time required to complete the obligation and shall receive full salary during the periods of such service. The teacher shall not be required to remit to the District any wage or expense paid for the jury duty work. Evidence of the completion of jury duty must be attached to the teacher’s absence form.

A teacher who is not in attendance because he/she is fulfilling this obligation will not be responsible for providing lesson plans and/or grading student work should the obligation extend beyond ten (10) consecutive school days.

Military Leave

Employees called or mobilized to active military duty are considered on leave from their positions until said employees are discharged or return from such active duty, upon such terms and conditions and with such benefits as are required by law. Notification of intent to return to positions with District 159 must be made within ninety (90) days following their discharge or return from such active duty.
Salary status shall be determined as though the employee has actually remained on the staff, and he/she will suffer no loss of salary or salary status as a result of the absence for such active military duty. Employees who are required to be away for training or military duty will receive the difference between their military pay and their regular salary during this period if the military pay is less than their regular salary. Employees called to such active military duty shall advise their building principal as soon as practicable.

**Professional Leave**

1. Professional leave of absence may be requested by any certified personnel for a period not to exceed three (3) paid days per school year to attend an education-related professional conference, convention, seminar, workshop, professional observation, or in-District visitation that is aligned to the school Improvement Plan and/or District Strategic Plan and which will be helpful in developing his/her teaching proficiency. The application must be formally submitted in writing to the building principal and the Superintendent for their approval at least five (5) school days before the meeting.

2. Upon approval of the Superintendent, professional leave(s) of absence with pay may be extended beyond the three (3) day maximum for a conference, seminar, workshop, or related activity that contributes to the teaching proficiency of the employee.

**Family Medical Leave Act**

1. Definition: As used in this section:
   a. “Eligible Employee” means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
   b. The term “academic year” means that portion of the school year, July 1 to the following June 30, when school is actually in session.
   c. The term “equivalent position” shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility and authority.
   d. Other terms shall be defined in the *Family and Medical Leave Act* (29 U.S.C. 2601, et. Seq.) and rules and regulations as promulgated by the United States Department of Labor.

2. Leaves
   a. Eligible employees shall be granted a total of twelve (12) workweeks of unpaid leave (subject to the requirements of Section 2 of this Article) during any 12-month period (as defined in subsection b herein) for one or more of the following reasons:
      i. The birth of a child and to care for such child within one year of the birth;
      ii. Placement of a son or daughter with the employee for adoption or foster care;
      iii. To care for a spouse, son, daughter, or parent who has a serious health condition;
v. The existence of a qualifying exigency arising out of the fact that the employee’s spouse, child, 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. A “covered military member” must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. “Qualifying exigencies” exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, attend counseling, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.

b. Eligible employees shall be granted up to a total of twenty-six (26) workweeks of unpaid leave (subject to the requirements of Section 2. D of this Article) during any twelve (12) month period (as defined in subsection c herein) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. For purposes of this leave section, a 12-month period shall be defined as the 12-month period measured forward from the day any eligible employee’s first FMLA leave begins.

c. An eligible employee may substitute accrued paid sick leave and personal leave days for unpaid leave days under Sections 2(a) of this Section. Such paid sick leave and personal leave days must be used concurrently with FMLA leave.

3. Notification

In any case in which the necessity of leave under subparagraphs 2(a) (i.) or (ii.) is based upon an expected birth or placement, the eligible employee shall provide the Superintendent designee thirty (30) calendar days written notice before the date the leave is to begin, of the employee’s intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early notice as practicable.

In any case in which the necessity for leave under subparagraphs 2(a) (iii.) or (iv.) is based upon illness or a serious health condition, the eligible shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent or designee with not less than thirty (30) calendar days written notice before the date the leave
is to begin, of the employee’s intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early notice as practicable. An eligible employee requesting leave under paragraphs 2(a) (iii.) or (iv.) shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the employee’s request for family and medical leave.

4. End of Academic Term

If an eligible instructional employee begins leave:

   a. More than five (5) weeks prior to the end of the semester, the Superintendent can require the leave to extend to the end of the semester if the leave is of at least three (3) weeks duration and the return employment would occur within three (3) weeks of the end of the semester; or
   b. Less than five (5) weeks prior to the end of a semester for a purpose other than the employee’s own serious health condition, the Superintendent can require the leave to extend to the end of the semester if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the semester.
   c. Less than three (3) weeks prior to the end of the semester, for a purpose other than the employee’s own serious health condition, the Superintendent can require the leave to extend to the end of the semester if it is greater than five (5) working days.

5. Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

Sabbatical Leave

Sabbatical leave shall be granted according to Chapter 122, Section 24-6.1 of the Illinois School Code.

INSURANCE OPTIONS

All certified personnel shall have the option to remain under and to be included in the District’s group health and/or dental insurance program for the following reasons and subject to the following restrictions:

1. Insurance company must approve.
2. Two year maximum for any leave from District 159.
3. For retired personnel who have attained the age of 55 and have taught in District 159 a minimum of twenty (20) years until age 65 or the age for Medicare eligibility.
The insurance coverage, benefits, and costs of said optional insurance shall be identical to cost, coverage, and benefits specified in this contract. The personnel applying for such coverage shall reimburse the Board monthly for the cost of this coverage.

PROFESSIONAL DEVELOPMENT

It is recognized by both the Board and the Association that the professional development of our teaching staff is a high priority. The Board and Association believe that a comprehensive Professional Development Program will enhance the instructional skills and knowledge of teachers and, therefore, increase student achievement in the classroom and an improved school climate. The Board and the Association desire to have a professional learning community (PLC) within a collaborative culture to meet the needs of the 21st century child. To that end, the Board will offer Professional Development activities in the form of workshops, in-service training, and in-District classes. The rationale for establishing these professional development activities will be drawn from the District’s strategic plan, student achievement data, and school climate data, and input from local school improvement teams at each building. An annual needs assessment for all staff which meets the requirements of both state and federal mandates will be utilized to identify other areas of professional development and need.

Approval of all professional development will be governed and authorized by building and District office administration based upon its alignment with the District’s strategic plan, local school improvement plans, and those areas identified through the annual needs assessment.

Philosophically, the District believes that the most effective professional development is ongoing and tied to the District strategic plan and school improvement efforts. As such, the District will plan for ongoing professional development opportunities for teachers to be offered during and after school.

The Board will set aside a minimum lump sum of $30,000 annually to be used by teachers on a first come, first serve basis to attend workshops and/or conferences upon approval of the Superintendent or designee. These workshops/conferences must align with District goals and school improvement strategies set by the Board and local school buildings. When possible, the District shall issue a purchase order so that it is not necessary for the teacher to pay in advance for professional development.

INTERNET TRAINING

All employees shall receive training on an annual basis regarding District technology protocols and internet usage policy at the Teacher institute prior to the first day of school.

SECURITY EQUIPMENT: VIDEO CAMERAS AND MAGNETIC READERS

1. The sole purpose of the security system is to provide a safe and secured environment in the District’s five school buildings.

2. The security system shall not be utilized to evaluate the performance of bargaining unit employees or to monitor their behavior or conduct before, during, or after school hours.
3. The security system’s recordings shall not be accessed as documentation in the employee’s evaluation process, nor can they be used in creating job performance evaluations and/or evaluating workload of bargaining unit employees.

4. Data from the security system may be reviewed by the superintendent or his/her designee in connection with investigations of suspected criminal conduct, personal injury or security violations or a reported incident. Access to monitoring stations and security system data by District personnel will be limited to the superintendent or his/her designee. Principals will gain access to monitoring stations and/or security system data only if a reported incident involves an employee in the principal’s building.

5. If the review of data reveals alleged incidents of employee misconduct, the following process will be followed:
   a. The employee and the Association will be notified by the District that it intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
   b. Both the employee and the Association will be allowed to review the data depicting the alleged employee misconduct during the investigation process.
   c. Throughout the investigation of the alleged misconduct, the employee will have the right to union representation.
   d. Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with the applicable provisions in the Collective Bargaining Agreement. The Association maintains and does not waive its right to challenge discipline imposed based upon data from the security system consistent with the provisions of the Collective Bargaining Agreement.
   e. At no time would a principal be allowed to discipline an employee of either Association for an incident that had been recorded by the cameras or readers. If necessary, discipline would be administered by the Superintendent of Schools after the protocol was followed in step 4 of this Agreement.

6. A listing of all locations of the security system (video cameras and magnetic readers) will be provided to the Association at the time of the signing of this Agreement.

7. No additional cameras or readers shall be installed in the District without bargaining this issue with the Association. If the Board decides to expand the security system by installing additional cameras and/or readers in other areas of the District, the Board will notify the Association of that intent and, upon request, will fulfill its collective bargaining obligations.

**LUNCH SUPERVISION**

Teachers shall have the opportunity to supervise students during lunch periods. Teachers will be compensated at the rate of $12.50 per hour. Building principals will determine the number and assign staff as needed. Teachers will be required to submit time records for approval.

**LUNCH AND PLANNING TIME K – 5 TEACHERS**

All K – 5 teachers shall receive a fifty (50) minute duty free lunch effective at the beginning of the 2018 – 2019 school year.
A. Teachers shall be allowed to leave their schools during their lunch period. They may also leave the building at any other time at the discretion of the building principal.

B. Each teacher K – 5 shall receive a minimum of two hundred (200) planning time minutes per normal school week. A teacher will receive a minimum of one period per day of planning time except by mutual Agreement. Fifteen (15) minutes shall be the minimum planning period in one interval. Planning periods of less than fifteen (15) minutes shall not count toward the two hundred (200) minutes of planning time per week. Also, the K – 5 student day will begin thirty (30) minutes after K – 5 teachers are required to begin their workday. These planning periods are for preparation purposes, defined to include, but not limited to, lesson planning, grading papers, data entry into the grade book system, email, parent meetings, updating classroom and homework assignments, assisting students outside the normal classroom routine, attending building meetings or staffing, professional reading, reviewing curriculum and textbooks, or study (e.g. local, state, national testing.) It is understood that the excessive use of such periods attending to the business of the Association or any other teacher groups is not the intent of such periods.

**LUNCH AND PLANNING TIME 6 – 8 TEACHERS (MIDDLE SCHOOL)**

All middle school teachers shall receive a thirty (30) minute duty free lunch.

A. Teachers shall be allowed to leave school during their lunch period. They may also leave the building at any other time at the discretion of the building principal.

B. In addition to the foregoing, it is expected that teachers will be in the hallway assisting with student supervision by their classrooms during passing periods. Teachers will also be expected to supervise students during dismissal in the hallways and outside the building while students are boarding busses. Bus and hallway supervision shall be rotated on a regular schedule.

C. Administration may revise the existing middle school workday schedule. The committee will review the overall middle school mission and establish a middle school workday schedule within the following guidelines: daily teacher planning totaling no less than two hundred (200) minutes per week shall be provided; team planning time shall include no less than two hundred (200) minutes per week. These planning periods are for preparation purposes, defined to include, but not limited to, lesson planning, grading papers, data entry into the grade book system, email, parent meetings, updating classroom and homework assignments, assisting students outside the normal classroom routine, attending building meetings or staffing, professional reading, reviewing curriculum and textbooks, or study (e.g. local, state, national testing.) It is understood that the excessive use of such periods attending to the business of the Association or any other teacher groups is not the intent of such periods. Every effort will be made to create flexible, school wide plan/meeting times.
DEANS

Compensation for Deans – Deans at Colin Powell Middle School shall be paid a stipend of $8,000 per year to perform all duties required as part of their position. Deans at K – 5 Buildings shall be paid a stipend of $7,000 per year to perform all duties as required as part of their position. These stipends shall not include hours spent coaching or in any other Supplemental Pay positions for which the dean is compensated. After school activity supervision should not exceed 12 hours per week for Deans at Colin Powell Middle School and 8 hours per week at K -5 buildings, as per a predetermined calendar of monthly assignments.

Deans will have the opportunity to apply for supplemental pay positions, provided that the hours spent on supplemental pay assignments will not interfere with their regularly assigned duties.

ASSIGNMENTS AND DUTIES

1. The workday for teachers shall be 7 ¼ hours. On days when school is closed as a result of severe weather, unforeseen problems, or other emergencies, employees shall not be required to work or be present. This provision shall not apply to extra-curricular activities.
2. Teachers may participate in a Curriculum Committee which may preview and review educational programs for the District.
3. Beginning with the 2018-2019 school year certified personnel shall be paid at the prorated hourly rate of $34.00 per hour for additional assignments.
4. If there is a lack of a substitute teacher, a regular teacher shall have the right to refuse or accept a class or a portion of any class other than his/her own, unless there is no other regular teacher available for the class or portion of a class period for which the request is being made.

Any teacher who utilizes his/her preparation period while assuming responsibilities for a class other than his/her own shall be compensated at the rate of $42.50 per sixty (60) minute hour for the duration of this contract. No teacher should be asked to assume responsibilities for a class, or any portion of a class other than and in addition to his/her own, at any time during a school day. No teacher should be asked to cancel his/her class in order to assume the responsibilities of another teacher.

5. Any teacher required by an administrator to use his/her personal car to travel for school purposes shall receive what is allowed as a travel allowance under the most current income tax table.
6. Teachers shall attend five (5) evening meetings without extra pay per school year. Included as part of those five (5) meetings shall be Open House, Two (2) evening Parent Teacher Conferences, and the Graduation Ceremony (for middle school teachers only). In the event teachers are required to attend more than 5 evening meetings per school year, they shall be compensated at the hourly rate for additional assignments.

7. The Administration and the Association recognize the need for having building faculty and staff meetings.
8. Each classroom teacher shall be allocated dollars to spend per school year on educational materials. Itemized receipts for all materials must be submitted to the building principal for reimbursement. All items must be for the educational program and used during that school year. Any receipts so submitted must be for that current school year.

SALARY PROVISIONS
A) A newly hired teacher shall be awarded full credit up to eight (8) years out-of-District certified teaching experience.

1) If the Board employs, in a bargaining unit position represented by the Association, a teacher who was formerly employed in District 159 as a replacement or substitute teacher to serve in the absence of a teacher on leave, the teacher shall be granted credit on the salary schedule except as provided in paragraph four (4) below.

2) In the case of fractions of a year served as a replacement or substitute teacher, the fractions shall be added together to determine the total amount of service as a replacement or substitute teacher.

3) Once the total amount of the service is determined, any fraction of a year that is fifty percent or more shall be rounded up to the next highest whole year.

4) A teacher whose total service as a replacement or substitute teacher is less than fifty percent of a year shall receive no credit on the salary schedule.

B) Only with prior approval of the Superintendent, credit may be granted for successful completion of college credit courses at the graduate level. These courses may or may not necessarily apply toward the next degree. If the pre-approved course or courses are not counted as Master’s Degree requirements, the course or courses will not count for lane advancement credit after the Master’s Degree. Salary adjustments will be approved by the Board of Education upon recommendation of the Superintendent, after sufficient credit hours are earned to be placed on the next salary lane provided the District Office has received the official transcript by the college or university that such credit was earned. Adjustments of salary shall be made on the first day of each semester. Salary adjustments for credits earned before the first day of each semester of District 159 shall be retroactive to the first day of that semester.

A teacher must notify the Superintendent no later than one (1) school year from the date the college credit is earned which makes the teacher eligible for horizontal movement on the schedule, or employment with the school District begins, in order to receive credit for completion of those hours on the salary schedule in conjunction with the terms of this article. A teacher who fails to follow this time line will not receive credit for these hours on the salary schedule, and will not be able to request recognition of these hours after this time limit, except that, if these course hours apply to an advanced degree which is recognized on the salary schedule then the successful completion of the degree will be honored in conjunction with this article. Current employees shall have the period of the first academic semester after ratification of this Agreement to submit any previously earned college credit for consideration under this article, thereafter current employees will be governed by this paragraph.

C) Credit Union deductions are available to all District personnel. Personnel must submit to the Board, in writing, the amount to be deducted from each paycheck. The employee will sign a statement stating that he/she authorized the deduction for the entire year. The teacher may submit a written statement revoking such authorization at any time.

D) Part-time teacher’s salary and benefits shall be pro-rated at the fraction of full salary and benefits that equals the fraction of full-time salary and benefits which equals the fraction of full-time service the teacher is scheduled to work.

E) The parties agree that under no circumstances will the increases in creditable earnings from one year to the next for teachers who are eligible to retire under any TRS retirement program, exceed the maximum allowable annual increase as established by TRS without penalty to the Board. The parties agree that if (whether due to horizontal lane movement, extra-duty stipends, or any other reasons) the maximum allowable rate without penalty to the Board is exceeded, the parties will meet and agree to restructure the teacher’s assignment or compensation so that the maximum allowable rate without penalty to the Board
will not be exceeded. The parties acknowledge the purpose of such agreement is to avoid liability for penalties, which may result from increases in creditable earnings from one year to the next in excess of the maximum allowable rate without penalty to the Board.

TERMS OF AGREEMENT

A) This Agreement shall be in effect from July 1, 2017 and shall continue in effect through June 30, 2021.

B) If any article, paragraph, sentence, or clause of this Agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this Agreement or any article or part thereof.

C) Any provision required by law, subsequent to the execution of this Agreement, changing or otherwise redefining procedures or operations in this Agreement, shall be incorporated as an addendum to the Agreement and becomes a part of it thereafter.

D) The Association recognizes that the school District, in accordance with the provisions of the Illinois School Code, shall be governed by the Board and that the Board cannot lawfully delegate its authority with reference to any decision affecting the school system.

SALARY, SUPPLEMENTAL PAY, AND INSURANCE

A) The employees shall receive a 3% increase in salary, inclusive of step, for the 2017-2018 school year, retroactive to July 1, 2017. The employees shall receive a 3% increase in salary, inclusive of step, for each of the last three years of this Agreement (2018-2019, 2019-2020, and 2020-2021). The salary schedules for the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years are set forth in Appendix A. Each employee shall be advanced one vertical step and paid retroactively from the first pay period covered by this contract through the pay period immediately preceding ratification of this contract. Employees who have met the requirements and have been approved for horizontal lane changes shall be placed at the appropriate lane on the salary schedule and additional compensation will be included in the retroactive pay checks.

At the conclusion of the 2019-2020 school year, all lanes shall be capped at 25 years. Employees who are subject to the cap shall receive annual, non-compounding longevity increases of 1.5% of their 2019-2020 salary. Notwithstanding anything in this Agreement to the contrary, in no event whatsoever shall an employee receive an increase in creditable earnings in excess of 3% from one year to the next.

B) The Supplemental Pay Schedule set forth in Appendix B which is attached to and incorporated into this Agreement. Supplemental Pay is defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal workday. During the term of this contract, supplemental pay positions may be added or subtracted from this list with the agreement of the Association.

For supplemental pay assignments that encompass an entire school year, i.e. music, PBIS, etc. compensation shall be paid twice a year, by the end of the semester, in two equal installments. For coaching and other shorter-term assignments, compensation shall be paid at the conclusion of the season or after the event has taken place.

Assignments for all Supplemental Pay Positions (SPP) shall be under the consent of the employee.

Supplemental Pay Positions shall be given to the most qualified staff member as noted in the job description.
Annually, the Administration team who oversees each program will post, hire and evaluate the candidates yearly and shall solicit staff members whose qualifications adhere to the Supplemental Pay Job Description to fill said positions. Daily student attendance shall be provided for each program as well as end of program evaluations.

Any vacancy for an established Supplemental Pay Position or any new position shall be electronically mailed to all staff. Staff will have ten (10) school days from the first date of posting to apply for a vacant or new position.

Notice that the Board of Education is considering addition, deletion, or restructuring of Supplemental Pay Positions shall be provided to the Association at least ten (10) school days before such addition, deletion, or reconstruction becomes official. Discretion will be provided to the Superintendent of Schools to add academic Supplemental Pay Positions that support Board of Education goals related to student achievement.

All individuals serving in Supplemental Pay Positions shall be evaluated annually. Evaluations shall be completed within thirty (30) school days of the conclusion of the activity. Evaluations for spring and yearlong activities shall be conducted during the month of May in a timely manner and prior to the close of the school year.

The evaluation instrument shall be developed by a Supplemental Pay Committee. Records of student attendance and participation hours will be maintained yearly by the activity coordinator and submitted to the Department of Student Services.

No individual shall be dismissed from a Supplemental Pay Position without appropriate due process and without having first been evaluated.

Each individual assuming a Supplemental Pay Position shall be provided with a job description and is expected to fulfill the responsibilities of the position as determined in that job description. Supplemental Pay Positions and their related job descriptions shall be on file with the appropriate administrator and a copy given to the individual involved in the activity.

Administration and individual staff assigned to the Supplemental Pay Position shall review and recommend to a job description committee any changes pertaining to the job description within thirty (30) calendar days following the conclusion of the activity as part of the evaluation process as needed.

All SPP positions and their respective job descriptions will be reviewed annually with recommended changes being presented to the SPP Committee in June annually for review and action for the coming school term based on Superintendent and the Board of Education approval.

C) All certified personnel shall have the option to remain under and to be included in the District’s group health and/or dental insurance program for the following reasons and subject to the following restrictions:

1. Insurance company must approve.
2. Two year maximum for any leave from District 159.
3. For retired personnel who have attained the age of 55 and have taught in District 159 a minimum of twenty (20) years until age 65 or the age for Medicare eligibility.

D) In an effort to improve coverage and effectively manage costs, an insurance committee shall be formed to review existing carriers and coverage. The committee shall include representation from the administration, educational support staff, and certified staff from each of the District schools. All committee members will vote and final recommendations shall be presented by the committee to the Board for approval.
All teachers will be given a choice of health and dental plans. For the first year of this Agreement (July 1, 2017–June 30, 2018), the employee contribution shall remain 5% and the Board of Education contribution shall remain 95%. For each of the final three years of this Agreement (July 1, 2018–June 30, 2019, July 1, 2019–June 30, 2020 and July 1, 2020 – June 30, 2021) the employee contribution shall be 7% and the Board contribution shall be 93%.

A life insurance plan of $50,000 will be paid in its entirety by the District for each teacher and the Board shall continue an EAP (Employee Assistance Program) and

1. The Board shall provide well baby coverage as well as customary major medical benefits for normal maternity delivery and/or complications.

2. The Board shall provide surgical insurance which will cover all customary and reasonable charges. There should not be a schedule limit or stop restriction on surgical benefits unless otherwise mutually agreed upon during negotiations.

3. The Board shall provide each teacher and his/her dependents dental insurance.
   
   a) Maximum $50.00 deductible.
   b) Pay at least 80% for all diagnostic preventive, palliative, restorative, periodontal, endodontic, and oral surgery services.
   c) Pay at least 50% prosthodontic services.

4. The Board agrees to carry disability insurance for all employees covered by the Agreement. The plan shall provide 26 – 29% of the gross salary not provided by the Teacher Retirement System. Benefits will be payable until age 65, with staggered benefits to age 70 for disabilities occurring on or after age 62 in accordance with the Age Discrimination and Employment Act of 1968, as amended in 1978.

5. Board shall provide a payment not to exceed $1,500 per year at a rate of $125.00 per month for employees who choose not to participate in the group insurance plan. The Board shall deduct required TRS and THIS contributions from said monthly payments. Employees may request insurance coverage at any time in accordance with the terms and conditions of the insurance policy and applicable law.

F. Speech Pathologists
   The Board shall reimburse Speech Pathologists for their annual ASHA certifications, not to exceed $350 per year.

**MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the school District conferred upon and vested in it by the statutes and constitution of the State of Illinois and the United States. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities shall be limited by the specific and express terms of this Agreement.

**REDUCTION IN STAFF**

Whenever the Board determines that a reduction in the number of teachers to be employed in the District is necessary, such reductions and recall rights shall be made in compliance with Article 24-12 of the *Illinois School Code* (105 ILCS 5/24-12).
PROFESSIONAL GROWTH AND RECOGNITION PROGRAM

To be continued as recommended by the Professional Growth and Recognition Committee:

Induction Program – All teachers new to the District are required to participate in the District Induction and Mentor Program.

Mentor Program – All first and second year teachers will participate in the District mentoring program. A mentor teacher will be assigned to each new teacher (protégé) for the purpose of assisting the new teacher in refining and reflecting on their teaching practice. Protégé and mentor teachers will attend mentor meetings during the school year and also meet on a regular basis. Teachers interested in becoming a mentor must meet qualifications for mentor teachers; complete and application for the program; and make a two-year commitment to work with a new teacher. Mentor teachers who are assigned to a pre-tenure teacher shall receive a stipend amount of $1,122.00 (33 hours @ $34.00) for the school year, to be paid in two installments: first and second semester. Mentor teachers shall be expected to maintain a log for time spent meeting with and assisting their protégés.

RETIREMENT INSURANCE BENEFIT

For all teachers who have completed at least ten (10) years of continuing teaching service in District 159, the Board shall provide, upon retirement, a stipend equal to the cost of the individual T.R.I.P. (Teachers Retirement Insurance Program) insurance premium up to a maximum equal to the cost of the individual HMO premium until the retired teacher reaches the age of 65 and/or qualifies for Medicare.
DISTRICT 159 FACULTY CONTRACT 2017 - 2021

Board of Education
Elementary School District #159
Matteson, Cook County, IL

District 159 Faculty Association
IEA-NEA

Eric Perkins, President

__________________________
Date: ______________________

JoAnn Kelly, President

__________________________
Date: ______________________

Bernice Brown, Secretary

__________________________
Date: ______________________

Eric Mooney, Secretary

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Date: ______________________
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<td>400</td>
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<td>CPMS Jazz Band Director</td>
<td>Grades 7,8</td>
<td>1980</td>
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<tr>
<td>CPMS Media Arts Club</td>
<td>Grades 6,7,8</td>
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<tr>
<td>Rainbow Facilitator</td>
<td>Grades K thru 5</td>
<td>325</td>
<td>4</td>
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<td>Grade 8</td>
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<tr>
<td>Soccer Gr. 5</td>
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<td>Spelling Bee Coach</td>
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<td>5</td>
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<td>Spelling Bee Conference</td>
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<td>CPMS SSJHA Chess</td>
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<td>CPMS SSJHA Speech</td>
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<td>CPMS S.T.E.M. Club</td>
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<td>Student Council Moderator</td>
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<td>CPMS Under Water Robotics Club</td>
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</table>
Membership in the Sick Leave Bank requires the donation of one day of accrued sick leave upon submission of this application. In consideration for being permitted to participate in the Sick Leave Bank of the Faculty Association of Elementary School District No. 159, Cook County, Illinois, I hereby release and hold harmless the Board of Education of Elementary School District No. 159, Cook County, Illinois, and its board members, administrators and employees from any and all liabilities and claims arising from my participation in and/or the administration of the Sick Leave Bank.

I agree to join the Sick Leave Bank.

_____________________________
Print Name

_____________________________
Signed

_____________________________
Date

I waive my rights to join the Sick Leave Bank at this time.

_____________________________
Print Name

_____________________________
Signed

_____________________________
Date
APPENDIX D - SICK LEAVE BANK REQUEST FOR DAYS

District 159 Faculty Association
SICK LEAVE BANK REQUEST FOR DAYS

I, ________________________________, am a full time, certified staff member of Elementary District 159, and a member of the District 159 Faculty Association Sick Leave Bank (SLB). I wish to withdraw days from the SLB for personal illness or the illness of an immediate family member as defined in the contract. I understand that the illness must be verified in writing by a physician and the SLB Committee reserves the right, at its discretion, to investigate my application either before granting of said days or during the period I am withdrawing from the SLB.

Prior to withdrawing any days from the SLB, I understand that I must use all of my sick and personal days, including any days accumulated during previous school years.

________ Days Approved

________________________________________
Print Name

________________________________________
Signed

________________________________________
Date

________________________________________
Association Officer

________________________________________
Signed

________________________________________
Date
APPENDIX E - TERMINOLOGY

**Continuing Employee:** A District 159 teacher who has earned tenure.

**Day:** In the grievance and evaluation process, the term “days” shall refer to work days when students are present. If a grievance is not settled by the end of the school year, or occurs after the end of the school year, the term workdays shall refer to Monday through Friday when district employees are present.

**Good Standing:** A teacher is considered to be in ‘Good Standing’ if he/she is not currently subject to any required corrective actions stemming from an incident precipitating a disciplinary finding.

**Misconduct that is detrimental to the School District:**
- Insubordination, including any failure to follow an oral or written directive from a supervisor
- Violation of Board policy or Administrative Procedure
- Conduct that violates any State or federal law that relates to the employee’s duties

**Per diem:** A teacher’s salary, divided by 170 (teacher work days understood to constitute a full school year), divided by 7.25 (hours in a teacher’s work day).

**Probationary or Provisional Teacher:** A District 159 teacher who has not earned tenure.

**Progressive Discipline:** Disciplinary action which reflects the severity, nature, and frequency of the infraction.