AGREEMENT

COMMUNITY UNIT SCHOOL DISTRICT NO. 425

BOARD OF EDUCATION

AND

INDIAN CREEK EDUCATION ASSOCIATION

2019 - 2020
2020 - 2021
2021 - 2022
2022 - 2023
2023 - 2024
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ARTICLE I

Agreement and Recognition

Section 1

This agreement is entered into on August 24, 2019 between the Board of Education of Community Unit School District No. 425, DeKalb County, Illinois, hereafter referred to as the "Board," and the Indian Creek Education Association, hereafter referred to as the "Association," affiliated with the Illinois Education Association and the National Education Association.

Section 2

The Board recognizes the Association as the sole and exclusive bargaining agent for all licensed classroom teachers under contract or on approved leave. This includes classroom teachers, specialized teachers (i.e., art, music, physical education), counselors, social workers and media specialists. The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

Management Rights

Section 1

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Illinois and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

C. To establish grades and courses of instruction, including special programs, and provide for the athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

D. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect
thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Section 2

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

ARTICLE III

Association Privileges

Section 1 – Dues Deduction

The District Financial Office shall deduct from each Association member’s pay the current dues of the Iacea and its affiliated organizations provided the Board has received authorization from the Association.

A. Pursuant to such authorization the District Financial Office shall deduct such dues from the regular salary check of the Association member in the following manner. Iacea affiliated organizations shall be deducted annually over 16 pay periods during the months of September through April and the Iacea dues shall be collected in the month of May in two equal amounts.

B. Such authorization shall be submitted to the District Financial Office 14 days prior to the first September pay day.

Section 2 – Use of Equipment

A. The Association shall not be denied the reasonable use of district equipment to conduct Association business including the use of digital equipment and whiteboards. Such use of district equipment will in no manner interfere with the educational program of the district.

B. The Association shall have the right to post a reasonable volume of notices of its activities and matters of Association concern(s) on teacher bulletin boards, at least one of which shall be provided in each school building at the Association’s cost. A copy of all materials posted shall be provided to the building Principal at the time of or prior to the posting.
Section 3 – Use of Interschool Delivery

The Association shall have the right to distribute a reasonable number of appropriate announcements through the district delivery service, in faculty mailboxes, or e-mail.

Section 4 – Use of Facilities

A. The Association shall not be denied the reasonable use of meeting space in school facilities for Association meetings, provided such meetings neither interfere with instructional and extracurricular programs of the school district nor conflicts with school events or employee’s assignments.

B. The Association shall have the right to store a file cabinet within a classroom of the Association’s choosing.

Section 5 – Transaction of Association Business

A. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt the scheduled instructional programs.

B. The Association officers may use their preparation time to attend to lawful Association business, provided that this shall not interfere with the educational program of the district.

Section 6 – Association Leave

A. In the event that the Association desires to send appointed representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for an aggregate amount of at least twelve (12) days in any school term, limited to three (3) days per individual unless approved by the superintendent. A written notification of leave shall be submitted to the Superintendent at least four (4) school days prior to the use of any leave days provided for in this section. Substitute costs shall be paid by the Association at the time the request for leave is submitted. The Association President will be given a receipt to evidence such payment.

B. In the event a teacher is elected or appointed to a state or national office or committee affiliated with the Association, the Board shall grant him/her a minimum of four (4) leave days with pay for conducting state or national association business. A written notice of such leave shall be made to the Superintendent at least four (4) days prior to the use of such leave. Substitute costs shall be paid by the Association at the time the request for leave is submitted. The Association President will be given a receipt to evidence such payment.
ARTICLE IV

Negotiations

Section 1

Neither party shall have any control over the selection or number of representatives on either negotiations team. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. The agreement shall not be binding until after ratified by the Board and the Association.

Section 2

Negotiations for a subsequent contract shall begin at least 90 days prior to the expiration of the existing contract unless it is initially agreed by both parties to begin at a later date. Collective bargaining shall be conducted as per the Illinois Educational Labor Relations Act and the rules and regulations of the Labor Relations Board.

Section 3

The negotiation teams shall agree to share digitally a set of minutes of each session. The minutes shall reflect the general tone of the discussions, but shall in no instance attempt to keep word-for-word statements made by any participant. The exception will be that when the participants reach an agreement, the item will be reduced to writing and initialed by the spokesperson for each team. All items initialed in this fashion shall become part of the total tentative agreement that is submitted to the Board and the Association for ratification. When necessary, provisions in the agreement shall be reflected in the individual teacher's contract. The agreement shall not discriminate against any member of the teaching profession due to the individual's membership or lack of membership in any teachers' organization. There shall be no reprisals made against any teacher for participation in the negotiation process.

Section 4

In the event that no agreement is reached 15 days before the start of the school year, an impasse should be declared or invoked. Then the parties shall follow the rules and regulations governing impasse as set forth in the Illinois Educational Labor Relations Act. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.
ARTICLE V

Continuity of Operations

Section 1

The Association shall not cause, engage in, or sanction any strike or interruption of normal school operations, nor shall there be any strike or interruption of work during the term of this agreement because of any disputes or disagreements between any persons who are not signatory parties of this agreement.

Section 2

The Board agrees that there will be no lockout of the Association or Association members during the life of this agreement.

ARTICLE VI

Teaching Hours and Work Loads

Section 1 – School Prep Planning Session

All teachers shall work in their assigned building a minimum of ten hours prior to the opening of school in August each year, preparing their rooms and planning for the school year. The ten hours must be arranged with, and supervised by a school administrator. (See Article VIII, Section 10 – “School Prep Planning Session Pay”.)

Section 2 – Teaching Assignments

The teachers will be notified of their tentative assignments for the following school year by the last day of pupil attendance. A teacher may be assigned to any subjects or teaching position in Community Unit School District No. 425 for which he/she is qualified. Any such assignment or change of assignment will not be made unless a private conference is first held with the individual or individuals concerned. At said conference the teacher may be accompanied by a teacher or district employee of his or her choosing. A person involuntarily transferred will be considered for staff openings the following year.

Section 3 - Length of Teacher Workday

All teachers are required to be in the school building 30 minutes before school begins and 30 minutes after student dismissal.
Section 4 - Personnel File

No evaluative materials shall be placed in the official file of a bargaining unit member unless the employee has had an opportunity to read such material. The employee will acknowledge that the materials have been received by affixing her/his signature on the copy to be read.

Section 5 - Staff Meeting

Once a month, the administrative staff may call a district level or building meeting not to exceed 45 minutes, immediately before school or after school. On the days the meeting is held in the morning before school starts, the attending teaching staff will be dismissed upon bus departure.

Section 6 - Dismissal Time

On days preceding Thanksgiving, winter break and spring break, and the last teacher workday, the teacher's workday shall end at 2:15 p.m. or otherwise consistent with Illinois State Law. On Fridays, the day shall end upon student bus departure unless it is the end of the grading period.

Section 7 - Parent-Teacher Conferences

Following an early school dismissal (set at the discretion of the superintendent, but no later than 2:15 p.m.), scheduled parent-teacher conferences will be conducted over two-day conference times that shall not exceed seven (7) hours.

Section 8 - End of Grading Period

Students will be dismissed at 2:15 p.m. on the last day of each grading period with teachers staying until 3:30 p.m. Should there be a teacher institute day on the first day after winter break, and that day is considered to be the end of the second quarter, teachers will be released from the Teacher Institute following winter break at 2:15 p.m. and stay until 3:30 p.m.

Section 9 - School Calendar

The district will prepare a tentative school calendar of 183 school days plus 5 emergency days for each school year in this contract, which shall be posted on the teachers' bulletin board in each building on or before February 15. All teachers covered by this agreement may submit their suggestions or comment in writing to the Association concerning the tentative calendar no later than March 1. The Association shall appoint one association member from each of the buildings in the district to work collaboratively with the superintendent in the preparation and recommendation of the school calendar. A final calendar shall be in place by May 1. If necessary, the district may use e-learning days in lieu of rescheduling emergency days.

Section 10 - Master Schedule

The district will prepare a tentative master schedule which shall be posted on the teachers' bulletin board in each building on or before April 1. All teachers covered by this agreement may submit
their suggestions or comments to the Association concerning the tentative schedule not later than May 1.

Section 11 – Safety

Teaching staff shall not be required to work under conditions which are determined to be unsafe in the opinion of the building principal.

Section 12 - Planning Time

Each full-time bargaining unit member shall be provided with a minimum of three hundred (300) minutes planning time per week. The planning time per week for those members who are part-time employees shall be prorated accordingly.

ARTICLE VII

Grievance Procedures

Section 1 – Definition

A grievance shall mean only a complaint by the Association and/or the teacher that there has been an alleged violation or misapplication of any of the specific provisions of the agreement and that such grievance must be filed 15 school days from the time of the original occurrence of the event complained of or the knowledge of same, whichever occurs later; and further, every teacher covered by this agreement shall have the right to present grievances in accordance with the following procedures. The written information contained in the filed grievance shall include:

A. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

B. A listing of the provisions of this agreement which are alleged to have been violated, or misapplied;

C. A listing of specific actions requested of the administration which will remedy the grievance.

For purposes of this article, school days will be defined as days school is in session.

Section 2 – Procedure

Any teacher may at any time present grievances to the administration without the intervention of the Association, provided that the Association has been given the opportunity to be present at all meetings beyond the building level. The failure of a teacher or the Association to act within the time limits will act as a bar to any further appeal, and an administrator’s failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Association to proceed to the
next step. Time limits may be extended only by mutual agreement. Hearings and conferences held under this procedure shall be conducted by mutual agreement.

Section 3 - Informal Conference

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the administrator.

Section 4 - Formal Procedure for Adjustment of Grievances

A. **First Stage.** The filing of the grievance at the first stage must be within fifteen (15) school days of the original occurrence of the grievance. The meeting with the immediate supervisor will take place within five (5) school days of the receipt of the written grievance. The immediate supervisor, who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five (5) school days after the meeting, to the teacher, superintendent, and the Association president.

B. **Second Stage.** In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher and his/her Association designee will file, within ten (10) school days of the receipt of the immediate supervisor’s written decision or answer at the first stage, a letter to the superintendent requesting a meeting. Within ten (10) school days after such written grievance is received by the superintendent, the aggrieved, the supervisor, and/or the superintendent or his designee will meet to resolve the grievance. The superintendent will file an answer within ten (10) school days of the second stage grievance meeting and will communicate it in writing to the teacher, the supervisor and Association president.

C. **Third Stage.** If the grievance is not resolved satisfactorily to the grievant and the Association after the second stage, there shall be a third step of impartial arbitration. The Association may submit in writing, within thirty (30) days of the director’s decision, a request to enter into binding arbitration.

The parties shall jointly request the American Arbitration Association to submit to them a list of arbitrators’ names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses shall be limited to the arbitrator’s fee. Any legal expenses incurred shall be paid for by the party engaging the legal counsel.
Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way any terms of this agreement. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. He shall have no power to establish salary structures.

2. He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the expressed articles or sections of the agreement.

3. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any case shall require a retroactive wage adjustment in any other case. In any case, an award shall not go back further than the beginning date of this agreement.

4. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed if the remedy sought would have an impact on the negotiations in progress. Any grievance which arose prior to the effective date of this agreement shall not be processed.

5. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this agreement.

6. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

Section 5 - Bypass to Superintendent

If the Association and the superintendent agree, stage one of the grievance procedure may be bypassed and the grievance brought directly to stage two.

Section 6 - Bypass to Arbitration

If the superintendent and the Association agree, a grievance may be submitted directly to arbitration.
Section 7 - Class Grievances

Class grievances involving one or more teachers, or one or more supervisors, and grievances above the building level may be initially filed by the Association at stage two.

Section 8 - Association Participation - Teacher Not Represented

When a teacher is not represented by the Association, the Association shall reserve the right to have its local building representative and/or Association representative at stage two. Any grievance processed without the intervention of the Association or any settlement agreed to without the agreement of the Association shall not be precedent setting.

ARTICLE VIII

Compensation

Section 1 - Placement on Salary Schedule

Employees covered under this bargaining agreement shall receive compensation in accordance with the salary schedules attached hereto as Appendix A.

All certified classroom teachers shall be placed on the approved salary schedule for the year of employment. Movement on the salary schedule shall be limited to one vertical step during each year of employment. Teaching experience gained both inside and outside of Community Unit School District No. 425 shall be recognized for advancement on the salary schedule based on the following criteria:

A. No more than one year's credit will be granted for any one year of work.

B. Teachers who teach less than a full year must have taught at least 120 full days in a year to receive credit for that year.

C. Teachers who teach less than a full day must teach the equivalent of 120 full days to receive credit for a year's service (i.e., half-time teachers would not receive credit for a year's experience until they had completed two years of service).

D. Teachers must have held a valid teaching certificate and must have been employed in a position for which certification was required by the State of Illinois at the time the experience was gained.

E. Teachers with prior experience may receive up to full credit for all of such prior experience. The teacher will receive written notice confirming the prior experience allowed and salary schedule placement. Annually, the Superintendent will notify the ICEPT President of the prior experience credit allowed for newly employed teachers.
F. Eligible teachers shall annually receive a single step advancement on the salary schedule for the duration of the collective bargaining agreement.

G. Each teacher shall receive notification of his/her projected salary schedule progression for the duration of the current collective bargaining agreement. It is acknowledged that the projected calculation illustrated in the individual notification will not address any lane movement that may occur during the period of this agreement, and will only show step progression within the teacher’s current lane placement. It is further acknowledged that once a teacher reaches the bottom step in his/her respective lane, no further step advancement shall occur.

Section 2 - Salary Payments

The annual salary shall be divided into 24 equal installments, less such deductions as are required, and will be payable by the 8th and 22nd day of each calendar month. If the pay period is on Saturday, Sunday or legal holiday, payment will be on the preceding workday. Salary payment will be made by direct deposit unless notification has been submitted to the district office by September 1st. The Board requests that checks be cashed before the end of the calendar month. The usual deductions from salary consist of the following:

A. Teacher retirement if applicable
B. Federal and state income taxes
C. Insurance if applicable
D. IEA and NEA dues (16 pay periods) when authorized in writing

Section 3 - Teacher Retirement Contributions

In accordance with guidelines set by the U. S. Internal Revenue Service and the Illinois Teachers' Retirement System, the Board shall make teacher retirement payments directly to the Illinois Teachers' Retirement System. In addition to the gross compensation paid to a teacher, the Board shall pick up and pay on the teacher's behalf, 9.8901% the teacher’s base salary as described in the salary schedule attached hereto to the Illinois Teachers' Retirement System. It is the intention of the parties to qualify all such payments picked up and paid by the Board on the teacher's behalf as employer payments pursuant to Section 414(h) of the Internal Revenue Code of 1986, as amended. The teacher shall have no right or claim to the funds so remitted except as they may subsequently become available from the Illinois Teachers' Retirement System upon retirement or resignation.
Section 4 - Tuition Reimbursement and Salary Schedule Advancement

A. Tuition Reimbursement

A full-time teacher shall be eligible for tuition reimbursement by meeting all of the following requirements:

1. The coursework has been pre-approved in writing by the Superintendent and must be offered by a regionally accredited institution at the graduate course level, unless otherwise approved by the Superintendent.

2. The teacher must have successfully completed the course with a grade of "B" or better.

3. The institution may not award more than four (4) semester hours of credit for the course.

4. The course may not have been previously taken or completed by the teacher.

5. No more than one (1) course per semester may be taken during the school year unless otherwise approved by the Superintendent.

6. Requests for approval for summer courses must be received by the Superintendent no later than May 31.

Teachers who meet all of the above requirements will be reimbursed at an amount not to exceed the actual cost of the credit or the per credit tuition rate at Northern Illinois University, whichever is less. No more than six (6) semester hours of credit will be reimbursed annually. Courses leading to an Illinois administrator license will not be subject to reimbursement unless otherwise approved by the Superintendent.

In order to receive tuition reimbursement, the teacher must submit the request on a form provided by the District along with a copy of the official transcript (which may be digital) noting the course(s) taken and successful completion. Such form and transcript must be received by the Superintendent no later than 45 days after the posting of final grades by the graduate institution.

In order to be eligible for tuition reimbursement, the teacher must return to District employment in the year following receipt of reimbursement and remain employed by the District for at least one (1) calendar year following reimbursement. Failure to complete this requirement will require the repayment of the received tuition reimbursement within ten (10) days of the date of voluntary termination. This requirement will not apply to teachers involuntarily terminated due to reduction-in-force, non-renewal, or dismissal for cause prior to receipt of the reimbursement.
B. Salary Schedule Advancement

In order for coursework to be eligible for salary schedule advancement, the coursework must meet all of the requirements noted above for Tuition Reimbursement. In order to receive salary advancement credit beginning at the start of the school year, the official transcript evidencing successful course or degree completion must be submitted no later than September 1st. Transcripts received on or before February 1st of the school year will entitle the teacher to salary advancement credit at the beginning of the second semester.

Salary schedule advancement will only be available for courses successfully completed after the last, highest earned degree.

Section 5 - Additional Education Required

The Board will reimburse a teacher for the required costs incurred by the teacher to take coursework at a regionally accredited college or university, if such course work is taken at the request of the Board. Teachers will be required to take this course work at Northern Illinois University if the program is offered at that facility. If coursework must be taken at a college or university other than Northern Illinois, approval of the college or university to be attended must be given by the Superintendent prior to enrollment. Reimbursement for required costs incurred shall be made after the teacher provides evidence of successful completion and presents paid receipts for tuition and other approved costs. Costs to be reimbursed shall include tuition, mileage, and room and board, dependent upon the situation and prior approval by the Superintendent.

Section 6 - Tax Sheltered Annuity Program

The Board has authorized staff participation in the tax-sheltered annuity program (Code Sec. 403B). Persons desiring to participate in this program should contact, through school authorities, the insurance representative for more details about the program. In order to participate, eligible teachers must submit voluntary payroll deduction forms on or before May 15 or December 15 of each school term in order that the proper payroll deductions may be completed.

Section 7 - Insurance Program

All teachers shall be eligible to participate in group medical-life and/or a group income protection policy and group life insurance as provided by the Board. In the event that the individual monthly premium for said insurance coverage exceeds $275 the Board will pay 50% and the employees will pay 50% of the increased costs.

All teachers who opt to participate in the Board insurance plan shall be enrolled at their option in any of the plans offered.

A committee consisting of up to 4 members appointed by the Association and up to 4 members appointed by the Board will be established to monitor the current insurance coverage, explore options to maintain coverage, and restrain cost increases. The committee shall meet at least two times a year at mutually agreed times and places. An insurance agent or broker shall be invited to
attend at least one insurance committee meeting. The Joint Insurance Committee may make an annual report with recommendations to the Board of Education. The Board shall retain final authority on any changes in the current health insurance.

Section 8 - Home Tutoring

The rate of pay for tutoring home- or hospital-bound students shall be at least $25.00 per hour. Teachers involved in other teaching assignments, such as adult classes, outside the regular teaching schedule shall be paid according to the rate in effect at the time.

Section 9 – Substitute Pay

Teacher substitution during the school day by the regular staff shall be paid at a rate of $25.00 per hour, rounded to the nearest quarter hour and paid in quarter hour (i.e., 15 minute) increments. Teachers will not be paid when substituting in place of their regular assignment. Accumulated substitute hours shall be turned in at the end of each month and shall be paid the following month.

Section 10 - School Prep Planning Session Pay

Teachers will be paid the current substitute rate per day for their participation in the planning days required in Article VI, Section 1. Payment for these days of work shall be included as extra pay in the September paycheck. Teachers are expected to work 10 total hours in 1-hour increments with a minimum of 2 hours with an administrator present.

Section 11 - Teaching Overload

Any teacher who volunteers or is required to give up his/her individual planning period for either the full school year or one (1) full semester will be paid at the rate of one-eighth (1/8) of his/her regular base salary for the loss of the individual planning period. For example, a teacher whose annual regular base salary is $50,000 and is assigned the additional teaching load in lieu of individual plan time will be paid an additional $6,250 (1/8 X $50,000).

Section 12 – Extracurricular Duties

The Board and Association shall maintain an extra-curricular committee comprised of the Superintendent, a Board member, and three association members as designated by the association leadership.

Teachers will not be required to accept extracurricular duties.

Section 13 - Salary Schedules and Extracurricular Schedules

Employees covered by the bargaining agreement shall receive compensation in accordance with the salary schedules (See Appendix A) and extra duty schedules attached hereto as appendices (See Appendix B).
Section 14 - Mileage Reimbursement

Faculty who are required to travel as part of their teaching assignment or when attending approved professional meetings/conventions, shall be paid mileage at the current rate as set by the IRS. Prior to using his/her personal vehicle, the faculty member should first secure the use of a District-owned vehicle, if available.

Section 15 - Teachers Off the Salary Schedule

Teachers who are not on the relevant salary schedules (i.e. off schedule) shall, for the duration of this collective bargaining agreement receive an annual salary increase of 3.5% over each previous year’s base salary.

ARTICLE IX

Absences and Leaves

Section 1 - Leave for Illness

A. The Board shall grant full-time teachers sick leave benefits according to the School Code of Illinois and in the amount of thirteen (13) days at full pay during the school term in each school year.

B. In the event a teacher does not use the full amount of annual sick leave allowed, the unused amount shall be accumulated to a maximum of available leave of 340 days at full pay, excluding the leave for the current year.

C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption. Immediate family shall be interpreted to mean parent, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, sister, brother, aunt, uncle, spouse, child, grandchildren, and legal guardians. Unless otherwise certified by a physician, sick leave for birth is limited to thirty (30) days and must be taken contiguous to the birth (unless birth occurs between the end of the school term and the start of the next school term). Sick leave use for adoption or placement for adoption is limited to thirty (30) days and must be taken contiguous to the adoption event.

D. The Board may require a physician’s certificate as a basis for pay during sick leave. Sick leave days may not be used for the purpose of extending an established vacation period. This does not preclude the use of sick leave at the beginning or end of a vacation period when there is legitimate illness or death in the immediate family, but is intended to eliminate the use of sick leave for vacation.

E. Deductions for salary, if this should be necessary, will be computed as 1/183 of the nine-month contract. Teachers on longer contracts will be computed accordingly.
F. When an employee continues to be eligible for sick leave except that the employee has no remaining sick leave days, the employee will automatically be placed on a non-paid leave of absence until such time as the employee returns to work or the end of the current school year, whichever occurs first.

G. A sick day may be used for bereavement for a family member not listed above or a close friend if personal days have been exhausted.

Section 2 - Leave of Absence

Any teacher who has achieved contractual continued service with the district may apply for and may be granted a leave of absence without pay, not to exceed one full year, for personal and/or educational reasons. Said request shall be made in writing to the superintendent for the District no later than the March 15 of the school year preceding the desired leave for the Fall Semester or Full year, or September 15th for the Spring semester. Upon return to the district, sick leave accumulated prior to leave shall be reinstated. A teacher on such leave shall give formal notice of intent to return at least 60 days prior to close of the school term preceding such return. Any teacher who is placed on leave of absence shall have the right to maintain her/his insurance program through the school group insurance policy during the leave period, provided that the teacher pays the premium for the policy.

Section 3 - Child Care Leave

Child care leave shall be defined as a leave granted for maternity, paternity, foster, or adoptive parenthood. It is understood that foster and adoptive parenthood will apply to cases involving children under the age of ten (10) years. A teacher covered by this Agreement shall be permitted a leave of absence without compensation, without loss of tenure, or position on the salary schedule under the following conditions.

1. If a child care leave is desired, the teacher shall arrange for a meeting with the Superintendent at least 120 calendar days prior to the start of the anticipated leave. The purpose of this meeting shall be to work out the period of such leave subject to the provisions of this section. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the Superintendent at the time the teacher has been notified of eligibility.

2. In order to preserve continuity of instruction, it is agreed that a child care leave shall, if at all possible, begin and/or end at a natural break in the quarter or semester. Notification of a teacher's intent to return shall be given to the Superintendent by March 1st prior to the date his/her leave expires. Failure to provide such notice will be viewed as a resignation by the teacher.

3. A child care leave shall not exceed the remainder of the school year in which it is granted and up to one additional school year. A request for extension of a child care leave shall be submitted to the Superintendent at least sixty (60) calendar days
prior to the expiration date of the leave. Granting of an extension is discretionary by the Board.

4. Upon returning from the child care leave, a teacher shall be placed in the position he/she held at the time the leave commenced, if that position still exists, or a position for which he/she is qualified, if such is available.

Section 4 - Family and Medical Leave (FMLA)

Eligible Teachers are entitled to leave according to the terms of the Family and Medical Leave Act ("FMLA") subject to the following provisions:

1. "Eligible Teachers" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.

2. An Eligible Teacher will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:
   
i. The birth of a child and the care for the newborn child.
   
ii. The placement with the teacher of a child for adoption or foster care and the care for the newly placed child.
   
iii. To care for the teacher's spouse, child, parent, or teacher's household with a serious health condition.
   
iv. A serious health condition that makes the teacher unable to perform one or more of the essential functions of his or her job.
   
v. For certain qualifying exigencies, as defined by FMLA, arising out of covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.

3. The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date a teacher uses any FMLA leave. Under this method, each time a teacher takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

4. Teachers taking FMLA leave to care for a child, spouse, parent, teacher's household or the teacher's own serious health condition may choose to use accrued paid sick leave days concurrently with the running of the period of FMLA leave. For that period FMLA leave for the birth and care of a newborn child during which the teacher is unable to perform one or more of the functions of his or her job, the
teacher may use accrued paid sick leave days (for conditions for which sick leave is applicable) concurrently with the running of the period of FMLA leave.

5. In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the teacher, family member, or member of the teacher's household, the teacher will provide the Superintendent with at least thirty (30) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable. Whenever feasible, the teacher will provide the Superintendent with at least thirty (30) calendar days advance notice of intent to return from the leave.

6. FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

Section 5 - Personal Leave

Two days each year will be granted to each teacher for personal leave. If a teacher does not need to use the personal leave days, the personal leave days will become unused sick leave days at the end of that school year and be credited to his/her accumulated sick leave, or the teacher may elect to receive compensation for said personal leave days in an amount commensurate with the District daily rate for compensation for substitute teachers. The use of a personal day is subject to the following conditions:

1. Personal leave shall not be granted on a teacher employment day immediately preceding or following a school vacation, holiday, or summer recess period, nor on any scheduled in-service or institute day.

2. Notification of leave must be given to the principal 48 hours (2 business days) prior to the leave.

3. Leave shall not be taken during the first and last week of the school year.

4. Leave may not be used in increments of less than one half (.5) day.

5. Personal leave cannot be used when the teacher's absence would create an undue hardship.

In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside the foregoing limits at his or her sole discretion and any such action shall not be appealable or precedential in any respect.
Section 6 - Release Time

Recommendations for release time for teaching personnel should be discussed and submitted through regular administrative channels.

ARTICLE X

Retirement

Section 1 - Eligibility

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

A. Completed at least 10 years of full time, or its equivalent, teacher service in the District at the time of retirement. All part-time, full-year teaching that is substantiated by a contract in the School District's files will be recognized on a prorated basis;

B. Are considered by TRS to be 55 or over on the effective date of retirement;

C. Have agreed in writing to file for participation in the retirement program of TRS with a retirement date of June 30 but no later than June 30, 2028, provided, however, that this retirement program shall not be available to any teacher who elects to participate in the Modified Early Retirement Option or whose retirement requires the Board to pay to TRS a contribution or "penalty"; and

D. Submitted a Letter of Intent to Retire as required below.

Section 2 - Procedures

A. In order to be eligible to participate in this retirement program, a teacher must submit an irrevocable notice of retirement to the Superintendent between May 1 and June 30 of any year of this Agreement, setting forth a desired retirement date at the end of a school year but not later than June 30, 2028.

B. The Board may annually limit the number of qualified retirees to no more than seven (7) teachers in a school year. Teachers will be approved in the order of requests.

Any teacher denied participation because of such limitation shall be moved to the top of the list and allowed to participate in the following year. Teachers submitting an Irrevocable Notice of Retirement shall be notified of the Board's decision on their request no later than the following September 1.
C. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

D. A teacher who fails to meet the eligibility requirements above at any time, or has requested and the Board has accepted the rescission of their Notice of Retirement shall be required to reimburse the District for the value of all salary and benefits received under this retirement program that exceed what the teacher would have otherwise earned had he or she not participated in this retirement program. The administration, with input from the teacher, will develop a repayment plan of deductions from the teacher’s remaining paychecks, and additional deductions, if necessary, will be made from any post-retirement payments the teacher would otherwise be entitled to receive.

Section 3 – Benefit

A. **Stipend**

As a voluntary retirement benefit for teachers who qualify as provided above, the Board agrees to increase the teacher’s TRS creditable earnings by 6% over the teacher’s prior year’s reported TRS creditable earnings for each remaining year of the teacher’s employment in the District, in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to. This increase will be granted beginning in the school year immediately following the school year in which the teacher gives notice as provided above. A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. A teacher for whom an extra-duty or extra-schedule stipend was part of the teacher’s creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive creditable earnings increase exceeding 6% over the teacher’s prior year’s creditable earnings.

B. **Accumulated Sick Days**

As an additional voluntary retirement benefit for teachers who qualify as provided above, teachers who retire from Unit District #425 and have accumulated more than 340 sick days shall be paid $45 for each sick leave day accumulated in excess of 340 up to the maximum of 353 days. Retirement shall be in compliance with the rules and regulations of the TRS. Payment shall be made after the teacher has retired and received his or her final paycheck for regular earnings.
Section 4 - Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond June 30, 2024, nor shall the same be regarded as a policy, custom, practice, or contractual agreement between the parties beyond such date. Nothing in this Agreement, however, shall be deemed to prohibit the parties from mutually agreeing to amend this Agreement or to continue this Agreement during or after June 30, 2024. This limitation in no way restricts staff members who have complied with Sections 1 and 2 of this Article from receiving the benefits described herein through June 30, 2028.

ARTICLE XI

Final Provisions

Section 1

This agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association. This agreement may be altered, changed, added to or deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this agreement. All items contained in this contract shall be considered an integral part of each individual teacher’s contract.

Section 2

This agreement is subject in all respects to the laws of the State of Illinois with respect to the powers, rights, duties, and obligations of the Board, the Association, and the employees in the bargaining unit, and in the event that any provision of this agreement shall be at any time held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

ARTICLE XII

Duration and Termination

This agreement shall take effect August 24, 2019, and shall remain in effect until August 23, 2024.
ARTICLE XIII

Labor Management

Section 1 - Labor Relations Committee

The Board and the Association shall establish a labor management group to convene no more than once monthly during the school term to discuss a pre-agreed upon agenda.

Lisa Van Cleave
President
Indian Creek Education Association

Alyx Beckel
Vice-President
Indian Creek Education Association

Vaughn Bashor
President
Board of Education
Community Unit School District No. 425

Patti Fink
Secretary
Board of Education
Community Unit School District No. 425

Date: 8-23-2019

Date: 8-23-2019
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A list of extra-curricular duties is attached to this Appendix and includes the amount of money to be paid annually to any teacher selected to perform the listed duties. Teachers selected to perform the extra duties do not attain tenure in the position(s) and have no expectation of continuing in the position from year to year. The Board of Education reserves the right to determine which, if any, extra-curricular activities will be offered annually and who shall receive extra duty assignments.

A review of the extra-curricular positions/duties will be performed, as needed, by the Extra Curricular Committee comprised of the Superintendent, a member of the School Board, and three (3) members of the Association selected by Association leadership. This Committee will formulate guidelines relating to:

1. Selection criteria for coaches and activity sponsors.
2. Recognition of prior experience in the extra duty position.
3. The sharing of a stipend for teachers sharing an extra duty position.
4. Consideration for compensation for coaches for transportation to events and post-season duties.
5. Applications for new activities and/or review of existing activities.
APPENDIX C

1. Teachers first employed in the 2006-2007 school year shall receive a single step advancement on the 2007-2008 salary schedule and a single step advancement each year thereafter for the duration of the 2007-2011 collective bargaining agreement.

2. Teachers first employed in the 2005-2006 school year shall receive a double step advancement on the 2007-2008 salary schedule, and a single step advancement each year thereafter for the duration of the 2007-2011 collective bargaining agreement.


SUCH STEP ADVANCEMENT IS ILLUSTRATED AS FOLLOWS:

#STEPS MOVEMENT FOR EACH YEAR COVERED BY THE 2007-2011 CBA

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5. The Board and the Association further acknowledge and agree that the terms and conditions of this Appendix C do not constitute a precedent with respect to any course of dealing, past, present or future, between the parties and/or any member of the bargaining unit, nor with respect to the resolution of any issues which may arise between the parties in the past, present or future.