

**NEGOTIATED CONTRACT
BETWEEN**

**BOARD OF EDUCATION
CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 4**

And

**CENTRAL FEDERATION OF TEACHERS
LOCAL 604 IFT-AFT, AFL-CIO**

For the

2008 – 2012

This Agreement is signed this ____ day of _____, 2008

For the Central Federation of Teachers
Local 604, IFT-AFT, AFL-CIO

For the Board of Education
Central Community Unit School District No. 4

President

President

Secretary

Secretary

ARTICLE I
RECOGNITION

1.1 Recognition

The Board of Education, Central Community Unit School District No. 4, Iroquois and Kankakee Counties, hereinafter referred to as "the Board", recognizes the Central Council, Local No. 604, IFT-AFT, AFL-CIO, hereinafter referred to as "the Union", as the exclusive bargaining agent for all full and part-time regularly employed certified teachers, with the exception of the Superintendent, Assistant Superintendent, Principal, Dean of Students, Administrative Assistant (full or part-time), Special Education Coordinator (full or part-time), and Assistant Principals.

1.2 Part-time Teacher

Part-time employees shall be included in the bargaining unit and subject to the terms and conditions of the Agreement except that their salaries and benefits shall be based upon their fractionalized employment status. The personal day is equal to the hours worked during the school day.

1.3 Retired Teacher

A teacher who has retired and is employed by the Board on a part-time basis, other than a substitute teacher, shall be paid the per diem rate of a first year teacher's base salary on the 8+0 column on the salary schedule. Step 0, B+0 column divided by 180 equals the per diem rate. Retired teachers hired according to this provision shall not receive any other benefits under this contract. Retired teachers from District No.4 shall have preference for available positions over retirees from outside the district provided they are certified and qualified for the position(s).

ARTICLE II
UNION AND TEACHER RIGHTS

2.1 Financial Information

The Union president shall be furnished, upon written request to the Superintendent, a copy of the following documents provided the most current documents are not posted on the District's website (www.clifton-u4.k12.il.us):

1. The District's Annual Financial Statement
2. Annual Budget
3. Annual Audit
4. Scattergram

The information shall be provided within ten (10) days of completion of said reports.

Within ten (10) days after the approval of each previous open meeting minutes, copies of the approved minutes shall be furnished the Union president. Seventy-two (72) hours prior to the

regular Board meeting, the Union president shall be provided a copy of the agenda. All other records and documents requested by the Union shall be purchased by the Union at a fee reflecting the actual duplicating cost at a rate of \$.05 per page.

2.2 Use of Facilities

The local Union shall have the right, upon approval of the Building Principal or the Superintendent, to use the school building(s) for meetings at a time when school is not in session provided that such meetings do not interfere with the instructional and/or extracurricular programs of the District. All meeting areas shall be approved by the Building Principal. Whenever special custodial service is required, the Board may make a reasonable charge for the service. The Union shall be allowed to make brief announcements to the faculty at the conclusion of Building and District faculty meetings including teacher institutes.

2.3 Use of School Equipment

The Union shall have the right, upon notification of the Building Principal or the Superintendent, to use school business equipment, except for Unit Office equipment, provided that the use of said equipment does not interfere with instructional and/or extracurricular programs. The Union shall purchase all supplies and materials used in the business of the Union.

2.4 Bulletin Boards

The Board agrees that a bulletin board shall be provided for the Union in each school building for posting notices of activities and other matters of Union concern. The bulletin board shall be designated by the Building Principal. No political literature or solicitation for political purposes may be posted on the Union bulletin board.

2.5 Use of District Mailboxes

The local Union may use employee school mailboxes for Union matters. However, the Union may not use inter-District mail services for the transmittal of Union materials or correspondence between schools. Correspondence regarding functions or business of joint committees established under the terms of the Agreement or correspondence addressed to the District or its Administrators which deals with business between the Union and the District may be transmitted through the inter-District mail system.

No political literature or political solicitations may be placed in employee mailboxes by the Union. A copy of all literature distributed through the teacher mailboxes by the Union shall be provided to the Building Principal and Superintendent at the time it is distributed to teachers.

2.6 Superintendent's Meetings

The Superintendent and/or designee shall meet with a Union committee (which shall consist of no more than one teacher from each building of the District) at mutually agreeable times. The meeting will be used to discuss questions relating to the implementation of this Agreement or

other items of mutual concern.

2.7 Payroll Deductions

A. Fair Share

All employees covered by this agreement who are not members of the CFT shall, commencing with their employment, or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the CFT, pay to the Union each month their proportionate share of the cost of the collective bargaining process and contract administration. The CFT shall certify to CUSD#4 an amount not to exceed the dues uniformly required of members, which shall constitute each non-member employee's fair share fee. The fair share fee payment shall be deducted by CUSD#4 from the earnings of the non-member employees and paid to the CFT.

The Board will deduct monthly Union dues beginning in September and continuing through June when assignment cards have been received, providing that the Board has no responsibility for collecting past dues.

B. Other Deductions

1. Contributions to tax sheltered annuities expressly authorized and allowed in the District's 403(b) Plan Document effective on or before January 1, 2007, shall be subject to salary deduction. At least annually, the Administration shall notify employees of the option to participate, the time period which election may be made and summarize the Plan's essential features. The options offered under the 403(b) plan shall be developed in cooperation with the Central Council, Local No. 604, or District Committee in which the Central Council shall have one representative. The Board shall pay the administrative fees associated with the options the Plan offers.
2. Other payroll deductions that do not reduce an employee's tax income and which are normally allowed by the District may be made from an employee's after tax net pay.

2.8 Copies of the Agreement

Each teacher shall be provided with a copy of this Agreement. One hundred and forty-five (145) copies of the Agreement shall be printed with the Union receiving 105 copies and the Board 20 copies. The remaining 20 copies will remain at the District Office and will be given to each newly hired teacher. The cost of copying shall be shared equally by the Union and the Board each year. In the case of multi-year contracts, newly employed teachers will be furnished with a copy of the contract within ten (10) days of official Board action hiring such individual. If either the Board or the Union desires additional copies, the party requesting such copies shall pay the full cost of making additional copies.

2.9 Union Leave

In the event that the Union desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary provided the Union reimburses the District the cost of the substitute teachers. The Union shall be limited to a maximum of two (2) days per school year. No more than one (1) employee per day shall be excused for said leave. Notification of such leave shall be submitted in writing to the Superintendent at least ten (30) school days in advance of the date of the leave.

ARTICLE III

WORKING CONDITIONS

3.1 School Year

The school year for all teachers shall not exceed one hundred and seventy-six (176) pupil attendance days and four (4) institute days.

When it is necessary to request teachers to work on curricular matters on days not part of the normal 180-day work year, the Board will reimburse teachers so employed at the rate of \$21.00 per clock hour for 2008-2010 and \$22.00 per clock hour for 2010-2012.

Teacher(s) employed for summer school and after-school tutoring shall be paid \$22.50 per clock hour for 2008-2010 and \$23.50 per clock hour for 2010-2012. A teacher's payment shall not include travel time to and from his/her assignment. The Administration shall seek qualified volunteers from the District's staff to teach summer school before assignments are made.

Teachers employed as homebound instructors shall receive \$21.00 per clock hour for 2008-2010 and \$22.00 per clock hour for 2010-2012.

3.2 Work Day

The normal workday shall be from 8:00 a.m. until 3:30 p.m. for all full time teachers except for:

- A. Faculty meetings*
- B. In-service workshops
- C. Scheduled appointments with parents or students (e.g. MDC. IEP meetings, conferences)
- D. Open House, Parent Information and/or Student Orientation**
- E. Detention duty
- F. Emergency situations which endanger student welfare or safety and which require employee presence as determined by the Superintendent.

*Mondays will be considered reserved for normal or routine faculty meetings. Teacher

shall not make arrangements for after school appointments, which will interfere with their ability for such meetings except in emergencies. This restriction does not imply meetings after school on days other than Monday may not be called as necessary by the Building Principal.

**Teachers will be required to attend only one of the following: Open House, Parent Information or Student Orientation beyond the regular work day per school year.

All staff may leave five (5) minutes after the last buses depart on the day before scheduled holidays (Christmas, Thanksgiving and Easter).

On the first and last day of the school year, teachers may leave at an earlier time determined by the District Superintendent. Teachers will be released at approximately 2:30 p.m. or after five (5) clock hours of instruction have been provided on the last day of each grading period for the purpose of preparing students grades for report cards. The first and last teaching day of the school year will be a two-hour day for students as long as such shortened day does not conflict with Illinois statute or the Rules and Regulations of the State Board of Education.

With the approval of the Building Principal, teachers may leave prior to the end of the regular school day for personal matters. The Principal's approval or denial of such requests is not subject to the grievance procedure.

With the prior approval of the Building Principal, teachers may leave after school dismissal if they have coaching or supervisory duties on that night, school activities if the Administration requests their attendance, or if they are attending a college class that evening.

If the Building Principal is absent the District Superintendent shall be responsible for the prior approval of such as stated above.

Unless an emergency situation which endangers student welfare or safety and which requires employee presence as determined by the Superintendent occurs, employees will be allowed to leave school five (5) minutes after the last bus leaves the premises on days of early dismissal due to inclement weather.

If the Administration requires an employee to teach an Early Bird class, the employee shall be reimbursed a pro rata amount as determined by the proportion of additional class time being added to the work day and his/her base salary or the District shall release the employee earlier than the normal workday by a period of time equivalent to the early class time. Such payment or release time shall be commensurate with the length of class time spent teaching such class. In no case shall the employee be released early from his/her duties and be paid for such classes. The Administration shall seek volunteers to teach these classes. If no qualified volunteers are available for such classes, the Administration shall assign the least senior teacher qualified for the subject.

3.3 Preparation Periods

Every full-time teacher who works in the middle school or senior high school shall have a preparation period equal to the length of a normal class period each day except when the Principal requires an employee to teach or supervise during his/her preparation period. The teacher shall be compensated at a rate of \$21.00 per 60-minute period for 2008-2010 and

\$22.00 per 60-minute period for 2010-2012.

Elementary school teachers shall receive at least two (2) preparation periods of twenty (20) consecutive minutes each or one (1) preparation period of forty (40) consecutive minutes daily. Elementary teachers who are required to teach or perform some other supervisory duty during their preparation period shall be compensated at a rate of \$21.00 per clock hour for 2008-2010 and \$22.00 per clock hour for 2010-2012.

For those itinerant teachers who travel between buildings, the travel time shall not be included in the calculation of a preparation period.

It shall be the responsibility of teachers to submit to the Building Principal, a voucher form verifying their internal substitution of classes each month so they may be reimbursed.

Fulltime special education teachers, who are primarily assigned to a self-contained classroom and/or as an LD Resource teacher and who have primary responsibility for the preparation of the annual reviews of IEP's for their assigned students, shall receive ½ day release time if the number of IEP's is 5 or less per school year and a full day of release time if the number of IEP's exceed 5 per school year.

3.4 Duty Free Lunch

Every full time employee shall be entitled to a duty free lunch period of at least thirty (30) minutes in length or equal to the student regular lunch period. If a teacher voluntarily gives up his/her duty free lunch period, they shall be compensated at a rate of \$22.00 per clock hour for 2008-2010 and \$23.00 per clock hour for 2010-2012. Teachers may be assigned one period a day to cover lunchroom duty in lieu of a teaching period at no additional cost to the District.

3.5 Teaching Assignments

All teachers will be informed by the last day of the school term of their tentative teaching schedule for the following year. Should it be necessary for changes to be made after such date, teachers shall be notified as soon as possible. The Board of Education retains the authority to reassign duties among teachers in order to make reasonable accommodation for disabled teachers.

3.6 Notification of Vacancies

Notice for all new or vacant positions for professional employees shall be posted on the Illinois Education Job website. The Union President will be notified contemporaneous with the posting of the new vacant position on the Illinois Education website. The notice to the Union President, or designee, may be accomplished by mail.

3.7 Load Compensation

Every full time middle and high school teacher may be assigned to seven (7) classes every two days on the 8-Block schedule. For each period assigned over the normal teaching load of three

classes per day, the teacher will be compensated at the rate of 1/8th of the base pay per semester. Should the high school or middle school return to a traditional schedule, the amount paid would be 1/16th of the base pay per lost planning time per semester. The calculation of pay, either a 1/8th under an 8 block schedule or 1/16th under a traditional schedule, for a lost planning period shall be based on 1/2 of the annual base salary because these assignments are made upon a per semester basis. A form will be prepared for the teacher to sign to verify the correct amount for payment of either 1/8th or 1/16th payment for each semester. Every effort will be made to get volunteers for the added class, but if necessary for school operations, the administration will make the decision.

In the event that the middle school expands to include grades in which teaching assignments are made on a basis other than a departmentalized schedule (i.e. a more traditional elementary or self-contained schedule), these teachers will be excluded from the provisions of this section.

Study halls, resource periods, TLC periods and “team planning periods” do not count toward the computation of teaching load.

Excluded from the provisions of this section (in that these teachers do not receive a team planning period) are physical education teachers, special education teachers, resource teachers, tutorial teachers, music teachers, media center teachers, counselors, athletic directors, and teachers with assignments in two or more schools.

ARTICLE IV

LEAVES

4.1 Sick Leave

Regular certificated non-tenured staff shall be entitled to eleven (11) days of sick leave per year. Tenured teachers (year 5 through 10) shall be entitled to thirteen (13) days of sick leave per year. Tenured teachers (year 10 or more in District No.4) shall be entitled to fifteen (15) days of sick leave per year.

The amount of accumulation of unused sick leave shall be 340 days.

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.

Disabilities caused or contributed to by pregnancy shall be considered as any other medical disability and the teacher may use sick leave to the extent she has them. A doctor’s verification may be required of the teacher in order to substantiate her disability.

For the purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians.

4.2 Bereavement Leave

In case of a death in the family of an employee, a maximum of three (3) days of absence per

year shall he allowed at full pay. If bereavement leave is not used, it shall not accumulate. In the case of bereavement, "family" shall include parents, spouse, children, sisters, brothers, parents-in-law, grandparents, grandchildren, brothers-in-law, sisters-in-law, aunts and uncles, aunts-in-law and uncles-in-law and legal guardians.

4.3 Personal Leave

Each teacher shall be entitled to two (2) personal days per year provided the following conditions are met:

- A. Teachers shall submit a written request at least three (3) days in advance of the leave whenever possible.
- B. Personal leave may not be used in increments of less than one-half day at a time and any unused days shall accumulate as sick leave.
- C. Personal leave shall not be granted on the day immediately preceding or following a legal holiday or on the first or last institute day or student attendance day of the school term except in the case of an emergency. A legal holiday is a Board approved school holiday. Personal days may be taken before and after a board approved holiday for extenuating circumstances beyond the control of the teacher, for instance, weddings, births, and graduations occurring in the immediate family, or death of a person not included in the bereavement language.
- D. No more than two (2) teachers per building shall use personal leave on the same day. The Building Principal may waive this two-teacher limit.

Teachers who do not use personal leave may elect to be reimbursed \$50.00 per unused personal day and shall be paid in the month of July following the end of the school term in which the personal days were earned. If a teacher requests payment for unused personal days, the unused days will not accumulate as sick leave as stipulated in 4.3 C above.

4.4 Professional Leave

Each teacher may use one (1) professional day per year to attend a workshop or professional meeting in the teacher's field. Attendance at IHSA State Tournament contests shall be limited to coaches who coach that sport at the high school level during the current year as professional leave. Written request must be given to the Building Principal at least five (5) days prior to the scheduled workshop or activity. Mileage for workshops shall be reimbursed at the allowable Internal Revenue Service (IRS) rate per mile. However, the Superintendent retains the right to determine the number of personal vehicles used or school vehicles used for professional leave. The District shall also reimburse the teacher(s) up to \$35.00 per day based on original itemized receipts for meal expenses, exclusive of charges for alcoholic beverages. Meal receipts submitted for reimbursement should not include any reference to alcoholic beverage purchases. Credit card receipts are not sufficient alone to constitute an itemized receipt. In addition, if the professional leave is approved, the Board shall pay the cost of the registration fee, if the District has grant funds available to pay the registration fees.

If the Superintendent denies the employee's request for a professional leave, the employee shall have the right to appeal the ruling to the Board of Education. Such appeal must be made at the Board's next regularly scheduled meeting that follows the Superintendent's denial. If an appeal is made, the employee and the Union waive the right to appeal the decision of the Board through the grievance procedure. The Superintendent may waive the one day professional leave restriction but is not required to do so.

The District will not pay for a class, workshop or clinic a teacher wishes to attend as part of a professional leave experience if the teacher intends to apply for university credit for the experience and then apply for tuition reimbursement and/or salary advancement.

4.5 General Leave

Leaves of absence without pay may be granted to tenured employees.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least ninety (90) days before the beginning date of the desired leave, subject to the approval of the Board of Education. The ninety day parameter may be waived if the Board approves.
- B. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.
- C. The employee shall inform the Superintendent of his/her intent to return to a similar position no later than March 1.
- D. Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor the ninety (90) day notice. Vacation, recreation or travel are not qualifiable leave under this section except for educationally related travel if the applicant provides an itinerary and an explanation of how such leave will improve the educational program of the District.
- E. Employees on such leave may continue to participate in the District's group insurance program if they pre-pay the District's monthly premium cost for the coverage for which they apply, subject to the terms of the agreement with the insurance carrier.
- F. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety (90) days in a school year in which the leave is effective.

4.6 Jury Duty

Employees called to serve on jury duty on regular instructional or institute days during the school term shall be compensated at the regular rate of pay. The employee must tender any monies received from court for jury duty to the district.

4.7 Military Leave

An employee who has been called to National Guard or Reserve duty may be released from his/her teaching assignment provided the following procedure is met:

- A. The employee must present, in writing, a letter from his/her commanding officer which states the employee's presence is required and necessary. The letter must state that the employee's military obligation cannot be met during non-school times;
- B. The letter must be presented to the Board of Education at least sixty (60) days prior to the annual training period.

In no case shall the employee be released from his/her teaching assignment for more than two (2) weeks per military fiscal year (October 1 through September 30).

If the leave is approved by the Board of Education, the employee shall suffer no loss of pay, insurance benefits, or personal leave days for the required military duties. However, the employee will reimburse the District any monies received by him/her for his/her participation in the National Guard or Reserve duty.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definition

A grievance is a claim by the Union, an employee, or a group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

5.2 General Provisions

All time limits shall consist of school days, except that during the summer when school is not in session, time limits shall consist of all week days.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss informally the matter with his/her supervisor and to have the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

At the informal level the Union President shall be notified in writing concerning the adjustment of the grievance.

Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

An investigation, handling, or processing of any grievance by the grievant and administration shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

Teachers shall have the right to be represented by the Union representative or other representatives of the teacher's choice if one is requested at all steps of the formal grievance procedure.

No reprisals shall be taken by the Board or the Administration against a teacher because of his/her participation in a grievance.

All records related to a grievance shall be filed separately from the personnel file of the teacher.

A grievance may be withdrawn at any level without establishing precedent.

If the Union or an employee files any claim or complaint in any form other than the grievance procedures of this Agreement, then the Board shall not be required to process said claim or set of facts through the grievance procedure.

With the Superintendent's approval, the grievant and/or other employees may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in the grievance procedures, Steps A through C.

Conferences held under this procedure shall be at a mutually agreeable time and place.

5.3 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. The grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance or within twenty (20) days of the time the teacher should have reasonably become aware of such event, specifying the article or clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a meeting to take place within ten (10) days of his/her receipt of the written grievance. The supervisor shall provide a written answer to the grievance of the aggrieved teacher and Union president within ten (10) days after the

meeting.

- B. If the grievance is not resolved at Step A. the grievance may be referred to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the Step A. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response with a copy to the Union president.
- C. If the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration's Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.
 - 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Union, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
 - 2. Each party shall bear the full cost for its representation in the grievance procedure.
 - 3. If a party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
 - 4. Each party shall share equally the cost of the arbitrator and the AAA.
- D. The Union and the Board agree that each will use the forms identified as Grievance Form - Formal Step A-1 and A-2 for Step A grievance processing and will use the forms identified as Grievance Form - Formal Step B-1 and B-2 as exhibited in Appendix A of the Agreement. It shall be the duty of the Administration to assign a grievance number to individual grievances for record keeping purposes.
- E. The parties may agree to accept a panel of arbitrators through the Federal Mediation and Conciliation Service (FMCS).

ARTICLE VI

EVALUATION AND PERSONNEL FILE

6.1 Teacher Evaluation

- A. All tenured teachers shall be evaluated in writing at least one (1) time every two (2) years by a “qualified administrator.” A qualified administrator is any administrator appointed by the Board and certified by the Illinois State Board of Education. In the year summative evaluations are conducted, the teacher shall be given a copy of the evaluations on or before the last day of school.
- B. Each formal written evaluation shall be preceded by at least three (3) personal observations by the evaluator. Observations spread over several days may be used to develop a written evaluation.

At least one of the three (3) personal observations must be scheduled with the teacher at least one (1) day in advance. Generally, all formal observations shall be conducted between the 10th and the 165th day of the school year. If the need arises, as determined by the Administration, formal observations may be conducted at other times.
- C. All non-tenured teachers shall be evaluated in writing at least two (2) times per year by a “qualified administrator.”
- D. Nothing contained herein shall limit the right of the Administration to evaluate a teacher’s performance of assigned duties and responsibilities during the school day.
- E. Following the completion of the evaluation, a conference will be held with the teacher. The conference will be scheduled within thirty (30) days after the evaluation process is completed. The teacher shall be furnished a copy of the written evaluation and a copy shall be placed in the teacher’s personnel file. The teacher shall sign the copies of the evaluation. The teacher may include a written statement, which will be attached to the final evaluation.
- F. Nothing in the procedures delineated herein shall limit the right of management to utilize informal observation, insubordination, or other evaluative criteria for considering the competency of an employee.
- G. Only the procedures specifically identified in this Article are subject to the provisions of the grievance procedure.
- H. Participation of consulting teachers shall be voluntary.

6.2 Official File - Right to Review

The official file of all materials related to an employee shall exist at the Central Administrative Office. Each employee shall have the right to review the contents of his/her own file during the regular business hours of the Central Administrative Office.

All pre-employment confidential materials are excluded from this right to review. Review of the official file should be at a time and place, and in a method which is designated by the Superintendent. After a review of the file, the employee shall have the right to insert into the file reactions to material therein. The employee shall not remove any material from his/her file. After the review of said file, the employee may make one copy of said contents per year. Additional

copies may be provided at a cost of thirty-five cents (\$0.35) per page.

ARTICLE VII
FRINGE BENEFITS

7.1 Cafeteria Plan

The Board of Education shall maintain and operate a "Limited Cafeteria Plan" or "Flexible Benefit Plan" as defined and regulated by Chapters 125 and 89 of the Internal Revenue Code as amended. The "Limited Cafeteria Plan" shall be referred to within this Agreement as the "Plan." Said Plan shall be provided at no cost to the employees as long as such plans are deemed legal by pertinent state and federal agencies. The participation of employees in the Plan shall be voluntary. Participation eligibility and rules governing the Plan shall be determined by the Provider and pertinent Internal Revenue System, Illinois Department of Revenue and Teacher Retirement System rules and regulations.

Administration of the Plan shall be by a Plan Administrator of the Board's choice. Options within the Plan shall be determined by the Board, pertinent legal limitations and the Plan Administrator.

At the minimum, the Plan shall permit employees to pay group medical insurance premiums with pre-tax income by authorizing the Board to withhold said premiums prior to the calculation of federal and state taxes and shall permit employees to authorize the deposit of pre-tax income into a "flexible spending account" from which its use may be directed by the employee subject to the rules of the Plan.

The Board shall give all employees the opportunity to enroll in the Plan annually before the anniversary date of the Plan.

7.2 Hospitalization

The Board shall pay up to the following sums toward the monthly premium for the individual employee who participates in the District's group health insurance plan for the following years:

Year	Monthly Individual Premium
In 2008-2009	\$385.00 per month
In 2009-2010	\$395.00 per month
In 2010-2011	\$415.00 per month
In 2011-2012	\$435.00 per month

In the case of a married couple, who are both employed full-time by the District, the Board shall pay up to two times the applicable amount it pays toward an individual insurance premium toward the cost of family or dependent coverage premium. In no case shall the Board's contributions for such a married couple exceed two times the monthly premium cost for an individual premium (i.e., \$385.00 x 2 = \$770.00 per month).

If employees, other than married couples who are both employed full-time by the District, select family or dependent coverage, then the Board shall pay up to the amount it pays toward an

individual insurance premium toward the cost of family or dependent premium.

In the event the District selects a Health Reimbursement Arrangement (HRA) as the District group health insurance plan, the employee shall pay the first \$1,000.00 of out-of-pocket medical expense each year toward the employee's HRA's deductible amount and the Board shall pay the next \$500.00 of the employee's individual deductible amount under the HRA.

For each employee who signs up for the District Health Insurance Savings Account (HSA) for the first time during the term of the contract, that employee will receive a one-time \$500.00 payment on the employee's behalf to that employee's HSA. In each subsequent year as long as the employee maintains the District HSA, the Board will contribute \$250.00 per year to the employee's HSA as an employer paid benefit.

Eligibility in the District's group health insurance plan shall be determined by the insurance carrier. Any liability to the Illinois Teachers Retirement System for the above benefit (THIS) shall be borne solely by the individual teachers. Employees are limited to one (1) medical or life insurance coverage change per year. The Administration will consult with the Union representatives in the selection of a health insurance carrier. Choice of a carrier and coverage levels shall be mutually agreed upon by the Union and the Board.

Employees who did not take any individual or family health insurance coverage provided by the District during the 2007-2008 fiscal year and who have not subsequently elected to enroll under any of the health insurance plans provided for in paragraph 7.2 shall be paid \$500.00 per year in lieu of insurance. However, once an employee elects any of the above health insurance plans that employee shall not be eligible to receive the annual payment in lieu of insurance in the future.

7.3 Life Insurance

The Board shall provide, at no expense to the employee, a group life insurance policy in the amount of \$20,000 for each employee. The Board shall be obligated to insure employees for \$20,000 except when the carrier imposes limitations due to an employee reaching age 65.

7.4 Board Paid Teacher Retirement Contributions

According to authority granted by law, the Board agrees to pay the following percentage portion of an individual employee's retirement contribution to the Teachers' Retirement System (TRS) as a Board paid benefit (salary schedule add on method) on the employee's salary according to the following schedule and for the following years:

For 2008-2009	2.35%
For 2009-2010	An additional 2.35% for a total of 4.70%
For 2010-2011	An additional 2.35% for a total of 7.05%
For 2011-2012	An additional 2.35% for a total of 9.4%

The remaining percentage of the individual employee's retirement contribution to TRS in each of the above years shall be the responsibility of the individual employee to pay. THIS mandatory contribution shall remain the responsibility of the employee to pay. The Board shall shelter the remaining individual employee TRS (salary schedule reduction method) and THIS contributions

as allowed by law and pay the contributions on behalf of the employees to TRS, but not as a Board paid benefit. If TRS increases the required employee contribution above the 9.4% level in effect as of June 10, 2008, the Board shall not pay any additional employee required TRS retirement contribution above the percentages agreed to in this paragraph.

7.5 Tuition Reimbursement

Teachers who are enrolled in pre-approved graduate program leading to a Master's Degree, including a program in one of the six (6) fundamental learning areas, or who are enrolled in pre-approved undergraduate course shall be reimbursed at a rate of \$75.00 per semester hour for up to twelve approved and earned graduate credit hours per fiscal year. The Superintendent may waive the 12-hour limit in any fiscal year. However, the Board shall not reimburse any teacher for more than 36 approved and earned graduate or undergraduate hours during the teacher's employment with the District.

Teachers who earn approved graduate or undergraduate credit hours for not more than 36 graduate or undergraduate hours shall advance horizontally on the salary schedule if the following conditions have been met:

1. The teacher shall present a request for a graduate or undergraduate course in advance to the Superintendent for approval. The Superintendent retains the authority to approve all courses of study that qualify for advancement on the salary schedule horizontally; and,
2. The Superintendent may accept graduate or undergraduate courses based upon its pertinence to the subject matter area the teacher teaches or seeks to become qualified to teach; and,
3. All graduate or undergraduate hours must be earned at an accredited university and master's program; and,
4. A grade of "B" at least must be earned in the pre-approved course; and,
5. The teacher shall deliver to the Superintendent no later than September 10 an official university transcript or written verification by the course instructor of the successful completion of the course.

Teachers shall advance to the appropriate earned step and horizontal advancement on the salary schedule at the beginning of the academic year. The basis for the Superintendent's approval or denial of an undergraduate course request shall not be grievable under Article V of this Agreement.

7.6 Board Credit

The Board may grant one (1) hour of "credit" for each ten (10) clock hours of instruction or participation in Board sponsored or approved in-service or staff development training up to a maximum of three (3) "credits" per in-service or training series. A teacher may not receive both college or university credits and "Board Credit" for participation in the same program.

The Superintendent may, upon recommendation by the Building Principal, accept teacher participation in workshops or other training sessions toward the fulfillment of the ten (10) clock hour requirements for the earning of one (1) Board Credit. The purpose of this provision described in this paragraph is to encourage teachers to participate in the professional development activities geared to specific skills or knowledge applicable to their classroom responsibilities.

Approval for "Board Credit" must be granted in advance by the Superintendent. Adjustments to salary schedule placement will only be made prior to September 10 of each school year. A teacher may only earn eight (8) "Board Credits" beginning in the 1985-1986 school term. After the teacher has earned an additional eight (8) university credits the teacher is then eligible for "Board Credit" once more.

7.7 Vision Insurance

The Board shall pay up to \$6.00 per month toward the monthly premium of individual vision care insurance for the employee and up to \$12.00 per month toward the monthly premium of family vision care insurance during the term of this Agreement.

This section shall become null and void should vision care insurance be canceled by the employee health insurance carrier or in the event the employee health insurance plan is transferred to another provider which does not offer vision care insurance. The Board will not remunerate an employee who elects not to participate in the vision care plan provided.

7.8 Employee Assistance Program

The Board shall provide, at no cost to the employee, an Employee Assistance Program (EAP) which shall include but not be limited to confidential employee counseling services in the areas of alcohol and substance abuse, marriage and family crises, depression, and stress management. The Board will have sole authority to determine the services and benefits offered by the provider of the Board's choice.

Such EAP will be governed by all state and federal laws and regulations concerning confidentiality. No identifying employee information shall be released to the District by the EAP administrator without written employee authorization unless such information is a result of a required drug or alcohol screening which is a condition of employment or continuing employment (e.g. in the case of school bus drivers).

ARTICLE VIII

SALARY

Compensation Cap

Notwithstanding any other provision in this Agreement, no employee, who is within 6 years of first becoming eligible to receive a retirement annuity under TRS rules and regulations, shall either receive and/or be paid by the school district an increase in creditable earnings that would constitute an increase of more than 6% per annum in the TRS creditable earnings the teacher

earned in the immediately preceding fiscal year. "Creditable earnings" include all earnings of whatsoever kind or nature paid to an employee by the District which TRS credits under its rules and regulations toward a retirement annuity for the employee. Any such creditable earnings that exceed this 6% cap on increases from one fiscal year to another shall not be considered as due and owing to any employee within this 6-year period. If, however, an employee earns compensation that TRS considers exempt from the 6% cap under PA 94-1057, the employee shall be paid such exempt earnings provided the payment does not require an additional employer contribution to TRS because of a payment to the employee exceeding the 6% cap.

In the event TRS modifies its rules and regulations in effect on July 1, 2007, regarding the obligation of the school district to pay an additional employee contribution to TRS for exceeding this 6% creditable earnings limitation during the employee's retirement eligible period, then the parties agree to promptly commence good faith collective bargaining as may be required consistent with such modification.

8.1 Salary Schedule

The salary schedule shall be set forth in Appendix B, which is attached and incorporated in the Agreement. The Board retains the authority to limit the number of out-of-district years of experience it will accept from new employees for purposes of determining placement on the salary schedule beginning in the 1991-1992 school term.

The Board of Education retains the authority to establish individual salary and benefit levels for school psychologist, social worker, speech therapist, physical therapist, occupational therapist, and audiologist.

8.2 Extra-Curricular Pay

The extra-curricular pay schedule shall be set forth in Appendix C, which is attached and incorporated in this Agreement.

8.3 Pay Periods

All scheduled salary payments shall be made over a 12-month period without exception. Payroll checks will be prepared on the 15th and 28th day of each month. Payroll checks for each employee shall be direct deposited to the employee's bank account. The employee shall deliver to the Superintendent by August 1st of each year the direct deposit information for the next school year.

8.4 Extra-Duty Pay

Teachers who use their preparation period or lunch period to perform teaching or supervisory duties as requested by the Administration shall be compensated at a rate of twenty one dollars (\$21.00) per clock hour for the school years 2008-2010 and \$22.00 per clock hour for the school years 2010-2012.

8.5 In-service and Staff Development Training

If the Administration requires an employee to attend in-service training or staff development workshops, school improvement clinics or training session which take place at times beyond the normal work day as provided in Section 3.2 of this Agreement, the Board shall pay the employee at the rate of \$21.00 per clock hour for each hour these sessions extend beyond the normal work day for the school years 2008 through 2010 and at the rate of \$22.00 per clock hour for the school years 2010 through 2012. If these sessions are conducted during the normal work day, the employee shall not be compensated beyond the normal salary for that day.

An employee who wants to take a graduate or undergraduate course for in-service or staff development training and for such credit to apply toward horizontal movement on the salary schedule must meet the requirements of pre-approval as specified in Article VII, Section 7.5 above. The basis for the Superintendent's approval or denial of either graduate or undergraduate courses shall not be grievable under Article V of this Agreement.

8.6 Retirement Incentive

PLAN I

Full time employees who have at least twenty (20) years of teaching service to Central Community Unit No. 4 School District and who do not require a penalty to be paid by the District at the time of retirement shall be eligible for a one-time retirement incentive program. The incentive bonus shall be for the following amounts.

	<u>Years of Service</u>	<u>Bonus Amount</u>
1.	20	\$5,000
2.	21	\$5,500
3.	22	\$6,000
4.	23	\$6,500
5.	24	\$7,000
6.	25	\$7,500
7.	26±	\$8,000

In order for the employee to qualify for the incentive bonus the following conditions must be met by the employee:

- A. The employee must have twenty (20) or more years of teaching service to the School District and not be eligible for the early retirement plan of the Illinois Teachers' Retirement System (TRS).
- B. The employee must submit an application to the Board of Education for the retirement incentive prior to January 10 of the year of retirement. For example, an employee retiring at the end of the 2005-2006 school term must submit a letter of application by January 10, 2006.
- C. Submit a letter of resignation with the application for the retirement incentive indicating that he/she will retire at the end of the school term in which the application for the incentive is made contingent upon approval of the Board of

his/her retirement incentive application.

- D. Any sum payable to an employee in any year under Plan I that exceeds a 6% increase over the employee's compensation from the prior year shall be paid to the employee as severance pay after the employee receives his/her last paycheck from the District used in calculating the employee's TRS retirement annuity. The severance payment shall be made on a date that will not result in the District paying any present value payments to TRS on the severance payment.

The Board of Education shall:

- A. Retain the right to limit the number of those full time employees granted a retirement incentive bonus and who have met the requirements above.
- B. Only consider an employee eligible for early retirement under this provision at the end of the school term in which the employee first meets the eligibility requirements enumerated above. In other words, all teachers meeting the conditions enumerated above at the end of the 2005-2006 term shall be considered eligible for the incentive at the end of the 2005-2006 term and thereafter only those teachers who newly meet the criteria shall be considered eligible.

Determine the order of participation among multiple applicants if a limit on the number of retirees under this plan must be set by the Board.

- C. Notify the teacher(s) who have applied for the early retirement incentive under this section by March 1 if the application is approved by the Board of Education.
- D. Provide the teacher with a payroll check in the full amount of the incentive (less standard deductions) for which the employee is eligible on the last pay date of the month of June in the year which the employee retires under this plan.

PLAN II

Full time teachers with at least twenty (20) years of teaching service as an employee of Central Community Unit School District No. 4, and who meet the other eligibility criteria enumerated below, may be eligible for a salary enhancement as an inducement to retire. For teachers who qualify under Plan II for a four year incentive payment, the Board shall increase the teacher's salary over the previous year's salary by 6% for the first year, 6% for the 2nd year, 6% for the third year, and 6% for the fourth year prior to retirement.

In order to qualify for a salary enhancement the teacher is subject to the following criteria and limitations:

- A. The teacher must be eligible to retire on the date of retirement under the Illinois Teachers' Retirement System and receive an immediate retirement benefit.
- B. The teacher must have twenty (20) years of teaching service with the Central Community Unit No. 4 School District upon commencement of the salary increase provisions.

- C. To participate in this benefit, the teacher must submit an irrevocable retirement letter by June 1st of the school year preceding the final two school years prior to the effective retirement date. The Superintendent may waive this requirement under special circumstances and such waiver approval or denial shall not be subject to dispute or grievance. Teachers who are allowed to participate in the incentive Plan II for less than the full four year period shall receive the percentage increases for the 2nd, 3rd, or 4th year as applicable.
- D. No teacher may participate in this program unless he/she has sufficient service credit and/or age credit under the Illinois Teachers' Retirement System to exempt the employer from the payment of any penalty or other additional amount to the Teachers' Retirement System.
- E. The Board of Education shall not be responsible for both the payment of a salary enhancement and the Board required contribution to TRS under that system's early retirement option program.

The Board of Education shall have the right to limit the number of participants to ten per year. In the event the Board of Education wishes to limit participation it shall determine eligibility on the basis of seniority within the District of those who apply for the benefit.

8.7 Vertical Step Advancement

In order for a teacher to receive credit for a year's experience on the salary schedule, the employee must work at least ninety (90) days in any given school year in which the leave is effective.

8.8 Mileage Reimbursement

If the Administration requires a teacher to use his/her personal vehicle for school business, the district shall reimburse the teacher at the allowable Internal Revenue Service (IRS) rate per mile upon proper submission of an expense voucher.

ARTICLE IX

TERMS OF AGREEMENT

9.1 No Strike

During the term of this Agreement, employees represented by the Union shall not participate in a strike or concerted action in whole or in part. Employees represented by the Union shall not, during the term of this Agreement, participate in a concerted action which will disrupt the normal or extracurricular activities of the School District.

9.2 Savings Clause

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

9.3 Complete Understanding

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

9.4 Successor Agreement

Bargaining for a successor Agreement shall begin no earlier than April 15 of the last year of this Agreement.

9.5 Duration

This Agreement shall be effective September 1, 2008 and shall remain in effect until August 31, 2012.

9.6 Management Rights

Except as expressly limited by the terms and conditions of this agreement, the Board and administration retain all statutory and inherent management rights, prerogatives and functions to manage and implement decisions for the best interest of the School District, including, but not limited to, the following subjects of discretion or policy:

1. Functions of the Board of Education;
2. Standards of service;
3. School District's overall budget and finances;
4. Qualifications, employment and selection of new employees or rehiring former employees;
5. Direction of all employees;
6. Organization and efficiency of operations of the School District; and
7. To promote, transfer, train, assign and schedule employees.