

***HARVEY PUBLIC SCHOOLS  
DISTRICT 152***

***BOARD OF EDUCATION***

***AND***

***HARVEY EDUCATION ASSOCIATION – IEA – NEA***

***MASTER CONTRACT***

***~~2011-2014~~2014-2017***

**HARVEY PUBLIC SCHOOLS  
DISTRICT 152**

**~~2011-2014~~2014-2017 MASTER CONTRACT PARTICIPANTS**

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~~Frank Kuzniewski~~

~~Nannette Bell~~

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education of Harvey School District 152, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Harvey Education Association, a local affiliate of the Illinois Education Association/National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all full and part-time certified teaching staff including librarians, nurses, social workers, psychologists, counselors, parent community coordinators and teaching assistance corps.

The superintendent, assistant superintendent, principals, assistant principals, directors of programs, business manager, and all support staff shall be excluded from the bargaining unit. The excluded parties shall not perform bargaining unit work except in an emergency.

## **ARTICLE II**

### **NEGOTIATIONS COMMITTEE**

The Negotiations Committee shall consist of the following individuals:

- A.** The Board's negotiating team shall consist of not more than seven (7) persons with at least one (1) person being a member of the Board. Selection of such persons shall remain the right of the Board.
- B.** The Association's team shall consist of not more than seven (7) persons with at least one (1) person being a member of the Association. Selection of such persons shall remain the right of the Association.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURES**

#### **A. Meetings**

1. Meetings of the negotiation committees for the Board and the Association shall be called initially by either party.

Request for meetings shall be addressed to the District Superintendent and the Association President, with copies to the Board President.

2. The Board and the Association teams shall commence negotiations for a successor Agreement within fifteen (15) calendar days after the regularly scheduled March Board meeting in the year of the expiration of the current negotiated Agreement. Negotiating sessions shall not last more than two (2) hours, unless extended by mutual agreement. Meetings shall be held weekly whenever possible and shall adjourn to date, time and place.
3. The first meeting for negotiations shall consist of an exchange of proposals, in the event the parties have prepared proposals for such exchange, and the setting of "ground rules" and meeting dates for future negotiations.

#### **B. Exchange of Information**

The Board shall provide to the Association President copies of the District's Budget and Audit and will make available for inspection and reproduction on the premises of the offices occupied by the Superintendent copies of the pertinent information as may be requested, provided that confidential or legally restricted information shall not be furnished.

The Association will make available for inspection and reproduction any pertinent information requested by the Board provided that confidential or legally restricted information shall not be available.

#### **C. Agreement**

When a tentative Agreement has been reached and ratified by the Association, the results and the tentative Agreement shall be presented to the Board for consideration. A decision shall be reached within a reasonable length of time not longer than that of the next regular scheduled Board meeting. The Board shall inform the Association of its decision within twenty-four (24) hours after a decision has been reached.

#### **D. Lack of Agreement**

If either party declares an impasse, the Federal Mediation and Conciliation Service (FMCS) shall be contacted for a mediator. Should FMCS be unavailable, the parties shall attempt to select a replacement. In the event that the parties cannot

agree on a replacement, the Illinois Educational Labor Relations Board shall be notified. If Agreement cannot be reached, the mediator shall not, without the express written consent of both parties, make findings of fact or recommend terms of settlement. In the event of a lack of agreement, the Board shall operate and maintain the schools by the powers and duties vested in it by the statutes and regulations of the State.

**E. Agreement Copies**

Each party shall have two (2) permanent signed copies of the ratified Agreement for their permanent records. The Board and the Association shall share the expense of duplicating copies of the Agreement and shall distribute their required copies to their appropriate members and/or employees.



## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

A sincere effort shall be made to resolve any disagreement by a personal and respectful exchange between a teacher and the building principal and/or immediate supervisor before differences become grievances.

#### **A. Definition of Grievance**

1. A grievance shall mean a specific complaint reduced to writing:
  - a. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or policy of this School District only as such policies relate to wages, hours, terms and conditions of employment.
  - b. That a teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to this Agreement.
2. A grievance may be withdrawn by written notification to concerned parties at any level.
3. Any teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures. The aggrieved teacher may present the grievance to the Association and the Association will determine if a formal grievance will be initiated. The Association may pursue these provisions on behalf of the aggrieved teacher.
4. However, any individual employee or group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement, provided that the bargaining representative has been given an opportunity to be present at such adjustment.
5. Whenever in parts of this Article the word "teacher" appears, it shall be construed to mean "Association" or its designee sitting on behalf of the "teacher," except as provided in Section 4 above. Whenever the word "Superintendent," "Board," or "principal" appears, it shall mean the person or designee.
6. "Working Days" when used shall be defined as teacher attendance days during the school term; and Monday through Friday, excluding holidays, during the summer break.

**B. First Stage (Supervisor/Principal):**

Within five (5) working days of the occurrence giving rise to the grievance, the aggrieved teacher and the appropriate supervisor/principal should meet in an effort to resolve the matter informally. The filing of the written grievance at the First Stage must be within twenty (20) working days after the occurrence giving rise to the grievance. The supervisor/principal who has the authority to make a decision on the grievance shall meet with the aggrieved teacher and the Association's representative following the filing of the written grievance. The supervisor/principal who has the authority to make a decision on the grievance shall make a decision and communicate it in writing to the teacher, Superintendent, and the Association's representative within ten (10) working days after receiving the written grievance. In the event a time limit expires without the issuance of a written reply by the principal or in the event the principal elects not to hear the grievance, the aggrieved shall have the right to submit the grievance to the next level. In the event the grievant so desires and in the event the grievance is of a nature that affects more than one (1) school, the grievance maybe moved immediately to the second stage by mutual consent of the Superintendent and the President of the Association.

**C. Second Stage (Superintendent):**

In the event a grievance has not been resolved as a result of observance of the First Stage, the aggrieved teacher may file, within ten (10) working days of the principal's written decision or reply, two (2) copies of the grievance. One (1) copy shall be filed with the President of the Association and one (1) copy shall be filed with the Superintendent.

Within ten (10) working days after such written grievance is filed, the aggrieved, two (2) Association representatives, the principal involved at the First Stage, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file a reply within ten (10) working days of the termination of the meeting or, in the event a meeting is not held, within ten (10) working days of receipt of the grievance, and communicate it in writing to the teacher, principal, Association representative, Board President, and Association President.

**D. Third Stage (Board):**

In the event a grievance has not been resolved as a result of observance of the Second Stage, the aggrieved teacher may submit the grievance to the Board by filing, within ten (10) working days of the Superintendent's written decision or reply, three (3) copies of the grievance. One (1) copy shall be filed with the President of the Association, one (1) copy shall be filed with the Superintendent and one copy with the Board President.

The Board shall arrange to meet with the aggrieved teacher and up to two (2) Association representatives in closed session at its next regularly-scheduled board meeting providing that the Board receives the appeal at least five (5) days prior to the date of the Board meeting; otherwise, unless the Board waives the five (5) day timeline, such meeting shall occur at next following regularly-scheduled Board

meeting. Upon conclusion of the meeting, the Board shall file a reply within ten (10) working days of the termination of the Third Stage meeting. The Board's reply shall be communicated in writing to the teacher, Association representative and President, and the Superintendent.

**E. Fourth Stage (Mediation):**

In the event a grievance has not been resolved as a result of observance of the Third Stage, the Association may submit the grievance to mediation by filing, within ten (10) working days of the Board's written decision or reply, a request for mediation with the Federal Mediation and Conciliation Service (FMCS), the Board President and the Superintendent. If the Association elects to submit the grievance to mediation, the Board shall submit its concurrence to FMCS. The parties will mutually work to schedule a first mediation session with a mediator from the FMCS to take place within thirty (30) days of the Association's request for mediation. If no mediation session can be scheduled within the thirty (30) days, then either party may further decide that the parties will skip the Fourth Stage. The parties must mutually agree to continue the mediation process after the first mediation session takes place. If they do not mutually agree to continue the mediation process, the mediation process will be considered concluded and the Fourth Stage will be considered complete.

**F. Fifth Stage (Arbitration):**

If the grievance is not resolved by the procedure outlined in the Third and/or Fourth Stage, as applicable, within twenty (20) working days of the receipt of the Board's written reply, or completion of mediation if applicable, there shall be available a Fifth Stage of binding arbitration. The Association may submit the grievance to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association (AAA), which shall act as administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days from the conclusion of the Third and/or Fourth Stage, as applicable, then the grievance shall be deemed withdrawn.

1. Jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation, application or alleged violations of the terms of this Agreement and/or policies of this School District only as such policies relate to wages, hours, terms and conditions of employment.
2. The arbitrator is empowered to include reasonable recommendations including money awards or other remedies; however, nothing contained herein shall grant to the arbitrator the authority to grant punitive damages.
3. Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

4. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.
5. The arbitrator's binding findings and recommendation shall be made available to the Board for implementation within thirty (30) days of the arbitrator's award. There shall be no appeal from the arbitrator's award except where expressly provided by law. The arbitration proceedings shall take place at a mutually selected place.
6. All documents, communications or records dealing with the grievance shall be filed separately from the personnel files of the participants. No reprisals shall be taken by anyone because of the employee's participation in a grievance.
7. Bargaining unit members shall pursue employment disputes covered by this Agreement through the grievance procedure provided in Article IV of the Agreement and shall not pursue external remedies through agencies or courts as an initial remedy.
8. Should an arbitration hearing require that an employee and/or an Association representative be released from his or her regularly scheduled duties, the employee and/or Association representative shall be released without loss of pay, leave time, or benefits. If the arbitrator rules against the Association or the employee, the Association and/or the employee shall reimburse the Board for the cost of the substitutes.

## **ARTICLE V**

### **GUARANTEES**

#### **A. Teacher Safety**

1. Any case of assault and/or battery upon a teacher must be reported in writing to the building principal at the earliest opportunity, with copies to be sent to the Superintendent and to the HEA President. For any assault and/or battery deemed by the school Administration to be of a school related nature, the Board shall provide its legal counsel to represent the teacher, if so requested by the teacher.

Failure to make this report of the assault and/or battery by the end of the next school day shall absolve the Administration, Board and District of any responsibility. A teacher may dispute and/or grieve the administrative decision that the assault and/or battery is not of a school related nature.

Nothing in this article shall be construed as denying any teacher his/her statutory rights.

2. No deduction shall be made in the salary of a teacher for time loss during preparation and prosecution of the complaint provided the teacher is requested to be excused by the counsel provided by the Board.

In the event of a physical assault on a teacher involving bodily contact or battery, the Administration shall upon request arrange a conference between the teacher, the District's counsel, the school principal, the Superintendent or assistant superintendent and the Association representative for the purpose of advising the teacher fully as to the legal implications of the assault and/or battery. Certified work time lost by the teacher because of the assault and/or battery shall result in no loss of wages and shall not be charged to the teacher's sick leave provided such certification is made by two (2) physicians, one (1) to be selected and paid for by the Board of Education.

#### **B. Complaints Against Teacher**

Any complaint against a teacher shall be handled in a manner provided in the Board's policies.

The principal shall meet privately with the teacher prior to any teacher conference with the parent, and give the teacher an opportunity to obtain an Association representative, if the teacher so desires.

If a complaint against a teacher is originated by a parent of a student, the teacher involved shall have the right to a conference with the parents and Administration within a reasonable period of time and may present written or verbal rebuttal to any and all complaints or charges. The involved teacher may request the presence of

an Association member at each conference. If an individual is not satisfied with the results of the conference, such individual may seek resolution of the problem through the normal channels of the School District.

Any written adverse criticism of a teacher will be discussed with the teacher prior to insertion in the personnel file. The teacher shall receive a copy of the complaint at least three (3) working days prior to the time it is placed in his/her personnel file, and shall have the right to attach a rebuttal, provided such rebuttal is submitted within ten (10) working days.

**C. Teacher Discipline**

1. The provisions of the School Code shall apply to all actions against any employee.
2. The periodic evaluation of a teacher shall not be adversely affected by the teacher's inability to participate in such activities as P.T.A., transporting children, cheerleading sponsor, and ball game supervision if such activities occur after the normal school working hours.

**D. Personnel Files**

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file with the exception of personal references. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. It is to be understood that advance notice will be given to Central Office before such review takes place.

**E. Class Loads**

Provision is to be made as far as practical for equalization of class loads among teachers of the District.

**F. Information Provided to the Association**

1. The Board shall place on the agenda of a regular Board meeting any matter brought to its attention for consideration by the Association so long as such matters are not related to the Collective Bargaining Agreement or matters that may be grieved through the grievance procedure of the Collective Bargaining Agreement. In addition, the Association shall first make known to the Superintendent in writing at least one (1) week prior to the Board meeting the topic and material to be presented at the requested Board meeting. The Superintendent shall have the option of recommending that the matter is inappropriate for Board action at that time. In the event the Board is in agreement, such matters shall not be presented to the Board.
2. A copy of all approved Board minutes shall be mailed to the President of the Association as soon as they have been prepared.

3. The Board shall furnish a copy of the District's liability insurance coverage to the President of the Association.

#### **G. Board Policy Manual**

It is agreed that there shall be an up-to-date policy handbook in each attendance center office and a copy shall also be supplied to the President of the Association. In addition, the Board shall provide the President of the Association with two (2) copies of all proposed Board policy changes within ten (10) days after they are introduced at the Board meeting.

It is agreed that the Board will move towards posting and maintaining a current version of its Policy Manual on the District website. During the transition process towards such end, there shall be an up-to-date policy handbook in each attendance center office and a copy shall also be supplied to the President of the Association. Following the transition, the Board shall maintain an updated hard copy of its Policy Manual in the District Office and, using intra-District mail, send a copy of any policy manual revisions to the Association President. Following the transition, the Board will not be required to provide an up-to-date policy handbook in each attendance center office.

#### **H. Board's Agenda**

The President of the Association shall receive a copy of the Board's agenda at the time such distribution is made to the Board members.

#### **I. Non-Discrimination**

The Board and the Association agree not to discriminate with respect to hiring, tenure, continuity of employment, promotional opportunities, evaluations, hours, wages or conditions of employment on the basis of race, age, religion, sex, political affiliation, marital status, national origin or because of an employee's membership and/or position, or **non-membership** in the Association or any other employee organization.

#### **J. Teacher Transfers**

Any teacher presently on tenure or eligible for continued contractual status in the coming school term may apply for transfer to another building where a vacancy exists.

Such application, with a copy to the Association, shall be in writing to the Superintendent of Schools.

A decision by the Superintendent shall be made at the earliest opportunity and communicated to the teacher. Teachers who are transferred involuntarily after the beginning of the school year shall be granted one (1) full day's released time to move their classrooms.

Transferred teachers shall be aided by non-bargaining unit members to implement the move to a new site upon request.

#### **K. Vacancies**

The Administration may post all administrative and supervisory vacancies immediately upon receiving the resignation which generated the vacancy. The Administration shall post all newly created administrative and supervisory positions at least seven (7) days prior to filling the positions. Teachers employed within the District shall have one (1) week in which to make application for any such position so posted. Applicants for the position so posted shall be notified within seven (7) days after the position has been filled as to whether they were or were not the successful candidate. Said days shall be defined as working days.

The Superintendent or designee within the seven (7) days posting period may employ at his/her discretion any qualified outside candidate who applies for employment. The District may hire candidates that have been interviewed within 60 days preceding the hiring without re-posting the vacancy. The District may hire candidates to interim positions.

The Administration shall post all teaching vacancies created by resignation, death, retirement or promotion within the District within seven (7) days after the Board of Education has formally accepted the resignation of a teacher whose position is intended to be filled. The posting of said vacancies shall only apply to the positions intended and determined to be filled for the next school year. No posting of teaching vacancies shall be made after August 15th. Failure to post vacancies shall not be a violation of the Agreement unless failure to post is willful.

All vacancy posting shall state the position, minimum requirements and necessary certification. Applicants who fail to state and provide evidence of such minimum requirements with their application shall not be considered for the posted vacancy.

All vacancy posting shall be made in each of the schools. A copy of each vacancy notice shall be mailed to the President of the Association at the same time the vacancy is posted.

Prior to the end of the school term of each year of this Contract, the Superintendent or designee shall remind teachers that vacancies arising after the close of the school term shall be posted on the District website each Monday. The HEA President shall be provided with a copy of any postings during summer recess by email and mailed a hard copy of the posting. Teachers who are interested in receiving a hard copy of any vacancy postings during summer recess shall submit stamped, self-addressed envelopes to the office of the Superintendent or designee.

#### **L. Teacher Assignment**



When possible certified staff members should be informed of assignments by the last day of the preceding school year and not later than August 1st. If an involuntary transfer is deemed by the Superintendent to be necessary, the teacher shall be given three (3) days notice before the transfer shall be implemented. Any teacher affected by an involuntary transfer shall be notified in writing as soon as possible and shall be released from his/her contract if he or she so requests.

**M. Association/Administration Meetings**

The Superintendent, along with other representatives from the Administration, may meet with the President of the Association, along with other representatives of the Association, to discuss matters of mutual concern other than grievances and negotiations. Both parties may submit to the other recommended items for the agenda three (3) school days prior to the scheduled meeting. No more than two (2) meetings per semester of the school year shall be held with the additional meetings scheduled as mutually agreed upon by the Superintendent and the President of the Association.

**N. Substitute Teachers**

The Board of Education agrees to provide substitutes for two (2) days each for two (2) Association representatives to attend the State Illinois Education Association Convention. In addition, the Board shall grant the Association up to ten (10) days to conduct Association business. The Association shall pay for the substitutes if employed and assigned for these ten (10) days and no one (1) teacher shall take more than two (2) consecutive Association days.

**O. School Calendar**

Unless otherwise required by law, the school calendar shall consist of 176 student attendance days, four (4) institute days, and five (5) emergency days. Unused emergency days shall be deducted from the school calendar. Institute days are teacher attendance days; teachers must adhere to each institute day's schedule.

**P. Parent-Teacher Conferences**

~~For the 2011-2012 school year, there shall be two (2) parent-teacher conference half-days following the end of the first grading period, and two (2) parent-teacher conference half-days following the end of the third grading period. For the parent-teacher conferences held after the first and third grading periods, the first parent-teacher conference half-day shall be scheduled between 4:00 p.m. and 7:00 p.m. The second parent conference half-day shall be scheduled between 8:15 a.m. and 11:40 a.m.~~

Following each parent-teacher conference during this Agreement, a joint committee consisting of three (3) Administrative and three (3) Association representatives will be convened to review the conference process and to consider possible recommendations for the improvement of the process.

~~Beginning with the 2012-2013 school year, there~~ There will be two (2) parent-teacher conference days, one day following the end of the first grading period and the second day following the end of the third grading period. The parent-teacher conference days shall be scheduled from 12:05 p.m. until 7:00 p.m., with a pre-scheduled lunch break for staff from 3:00 until 3:30 p.m. Parents will be notified of the scheduled lunch break.

**Q. Uncertified Positions**

Bargaining unit members who are required to hold positions for which they are not certified shall not be evaluated on their performance while in those positions.

**R. Building**

1. A telephone shall be made available in at least one (1) teachers' lounge per building for teacher use.
2. Building administrators shall provide to the staff a report of all monies generated from all fund raisers within thirty (30) working days of the event.

**S. New Teachers**

An orientation will be held for new teachers and the Association President, or designee, will participate in that orientation.

The Association President will be notified of the new teachers' names, addresses, and building assignments by August 15th of each year, with monthly updates to follow.

**T. Teacher Collaboration**

Two times each year, or once each semester, an early dismissal day shall be scheduled for teacher collaboration in grade level meetings at some central location.

The administration and three teacher representatives who will be selected by the grade level teachers, shall work together to determine the agendas for the grade level meetings.

The agendas shall be prepared no less than three weeks in advance and shall be sent to the grade level teachers no less than two weeks in advance.

**U. Assistance with Full Inclusion Student**

In the event a teacher receives a full inclusion student, the teacher will also receive assistance from the building case managers and/or the Director of Special Education who will assist in providing instructional strategies, materials and available personnel.

## **V. Summer School**

In the event the District determines the necessity for summer school and determines to, in fact, effectuate a summer school program for any year during the term of this Agreement, it is hereby agreed that such decision shall be the absolute right of the Board of Education and the Administration. The Association recognizes the Board's right to decide whether or not a summer school program shall be offered.

Nothing contained herein shall require the District to pay any funds to support the summer school program unless such funds are clearly available through grant money and not until it has been determined that the summer school program has been approved by the grant authority, indicating the amount of money due, available and awarded relative to summer school.

Summer school salaries and benefits will be negotiated annually and shall be based only upon the grant money awarded for the summer school program. No general revenues of the District shall be required to be utilized to subsidize a summer school program. Any reduction in the amount or failure of the grantee to pay the full amount of the grant money shall result in a decrease in the salary to be paid to teachers to be working in the summer school program. The teachers shall be paid at the rate of 75% of the agreed upon hourly wage until all grant money is received. At the time all such grant money is received, the teachers will receive a supplemental check, if funds are available, to increase their salary to the agreed hourly rate of \$14.50 per hour. Any such reduction in the hourly rate will be in the final settlement of the teacher's salary for the summer school program.

The District will post in each building, at least five (5) days prior to hiring, a notice that a summer school program will be undertaken. The notice shall include an announcement that hiring will cease on a date certain. The District will make every effort to hire qualified members of the current teaching staff to fill summer school vacancies. In order to be "qualified" for purposes of the summer program, the teacher must be available for the entire length of the summer program and must possess successful teaching experience, as evidenced by the teacher's most recent performance evaluation. No teacher shall be given a preference when filling a summer school vacancy for more than two consecutive summer terms when another qualified teacher applies for the position.

In the event the HEA, through its President, dispute the selection of staff to fill the summer vacancies, the HEA President and the Superintendent will meet in an effort to resolve the situation and make a joint determination on the filling of the vacancy. In the event the Superintendent and the HEA President cannot reach such an agreement, the decision of the Superintendent shall be final.

## **ARTICLE VI**

### **TEACHER RECERTIFICATION AND TEACHER DISMISSAL**

- A. Composition of the Local Professional Development Committee (LPDC):** Each LPDC shall consist of five (5) bargaining unit members; the Superintendent or designee; and one (1) at-large member who shall be either a parent, a member of the business community, a community member or an administration. The HEA shall select the bargaining unit members and the Superintendent or designee shall select the other members.

- B. LPDC Term of Service:** those members appointed to a LPDC shall serve terms of five (5) years. The initial terms shall be staggered so that members' terms expire after one, two, three, four and five years. The bargaining unit members' terms shall expire after the first, second, third, fourth and fifth years the Superintendent or his/her designee's term shall expire after the fourth year and the term of the other position shall expire after the second year. Members may be reappointed.

If a LPDC member resigns from the Committee or otherwise becomes ineligible to serve, a replacement shall be appointed to fill out the remainder of the term. The replacement shall be appointed in the same manner as the member he/she is replacing. A bargaining unit member will no longer be eligible to serve if he/she resigns, retires or is on leave from the District. An at-large member will no longer be eligible to serve if he/she moves out of the District.

Each bargaining unit member of the LPDC shall receive \$750 compensation per year. The Chairperson shall receive \$1,125 compensation per year.

- C.** The School Code of Illinois and the laws of the land as interpreted through the Courts shall govern the procedure to be used in dismissal of teachers.

Should the "cause" dismissal procedures of Section 24-12 of the School Code for tenured teachers become inapplicable to such teachers employed by the District, then such teachers shall be subject to dismissal (excluding evaluation, remediation and other forms of discipline) only for cause.

- D. Reduction in Personnel**

If the removal or dismissal results from the decision of the Board to decrease the number of tenured teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given the tenured teacher by registered mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. The Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing any teacher who has entered upon contractual continued service and who is legally qualified to hold such a position. The order in which tenured teachers are dismissed shall be determined by the number of years that the teacher has served in the District and

by the teacher's educational background. The seniority of a teacher shall be determined according to the following: Six (6) points per year for each year served in the District and three (3) points for each half year served in the District. The educational background of a teacher will be determined by the following: Two (2) points for a bachelor's degree plus eight (8) hours, four (4) points for a bachelor's degree plus sixteen (16) hours, six (6) points for a bachelor's degree plus twenty-four (24) hours, and eight (8) points for a master's degree. Tenured teachers who have the fewest number of points, based on the above formula, shall be dismissed first. Anything in this Agreement to the contrary notwithstanding, no teacher shall be retained for a position for which he/she is not legally certified. If within twelve (12) calendar months from the opening date of the following school term, the Board shall increase the total number of teachers employed or replace teachers who have resigned, the Board shall offer the right of re-employment to the tenured teacher(s) laid off in the reverse order of dismissal.

## **ARTICLE VII**

### **DUTIES, FACILITIES AND EQUIPMENT**

The term "Teacher" and "Teachers" as used in subsections A and B of this Article VII shall include Pre-K Teachers.

#### **A. Duty Free Lunch**

The School Code of Illinois, as it pertains to duty for lunch periods, shall apply. Teachers shall have a minimum of thirty (30) minutes duty free lunch period daily.

#### **B. Teacher Planning Time**

Each teacher shall be allowed one hundred fifty (150) minutes of preparation and/or planning time per each full week of the school year. The one hundred fifty (150) minutes will be spread over at least three (3) days. The administration shall not assign teachers to non-teaching duties during planning time in excess of one hundred fifty (150) minutes. However, teachers may be assigned supervisory duties during the period from 8:15 a.m. – 8:45 a.m., except for required supervision of the District breakfast program. Additionally, no more the two (2) required building meetings per week will be held for teachers during the period of 8:15 a.m. – 8:45 a.m. This time is to be provided during the hours that students are scheduled to be in attendance provided further that institutes, workshops, etc. shall not alter the original schedule of planned preparation and/or planning periods. Every effort shall be made by the Administration to employ a substitute for any absent teacher. However, in the event a substitute cannot be found, teachers may be assigned additional supervision or instruction time. This time may decrease the preparation time below the established minimum, but in no circumstances under ninety (90) minutes. In the event internal substitution should decrease a teacher's planning time to less than one hundred fifty (150) minutes, the teacher will be compensated ~~fourteen dollars (\$14.00)~~ sixteen dollars (\$16.00) per period for the 2014-2015 school year, sixteen dollars (\$16.00) per period for the 2015-2016 school year and eighteen dollars (\$18.00) per period for the 2016-2017 school year. This rate will be adjusted proportionately to any increases in the substitute daily rate. Abuse of planning time should appear on the formal evaluation.

#### **C. Instruction**

All self-contained classroom teachers shall have the right to request instructional supplies and equipment annually. Building administrators should order "bread and butter" type materials for all staff, set aside funds for additional needs that may occur, and ensure that new teachers, and teachers whose assignments have been changed, get necessary materials. The Board shall endeavor, within sound fiscal and educational limits, to provide necessary facilities and equipment to aid teachers in the proper execution of their duties.

#### **D. Maintenance and cleaning of the teachers' lounge shall be scheduled as in any other room in the building.**

- E. The development of sound curricular offerings to the advantage of all students is a continuing goal of both the Association and the Board of Education.
- F. All persons realize that the needs of the student must be met. To accomplish this, it is necessary that not only multi-level materials be available, but that all teachers realize the necessity of teaching to the needs of the individual student and not to the class as a whole.
- G. The parties recognize that pupils having special problems may require special assistance and that this assistance should be furnished consistent with the special education laws.
- H. Access to special teachers for art, music, and gym shall be equalized throughout the District. Time provided for art, music, and gym shall be equalized through the District as far as practical.

**I. Teacher Aides and Class Sizes**

Teacher Aides shall be provided according to the following scale:

In Grade K-1-2-3, when a self-contained class enrollment exceeds twenty-eight (28) students, the employment of a teacher aide on the basis of ten (10) hours per week. When a class enrollment exceeds thirty-two (32) students, a full-time teacher aide will be provided within ten (10) days.

In Grades 4 through 6, when a self-contained class enrollment exceeds thirty (30) students, the employment of a teacher aide on the basis of ten (10) hours per week will be provided. When a self-contained class enrollment exceeds thirty-four (34) students, a full-time teacher aide will be provided within ten (10) days.

Whenever the average student/teacher ratio of a department exceeds one hundred ninety (190) daily pupil classroom contacts per teacher, a full-time department aide shall be added with this applying only to the departments of language arts, social science, math, and science.

In the event the enrollment of classes in art or music exceeds forty-two (42) students or physical education classes exceeds forty-eight (48) students, a teacher aide shall, if possible, be provided to assist the teacher in those classes which exceed the stated limits.

Every effort will be made to ensure that art, music or physical education teachers are assigned to no more than two (2) schools.

**J. Teacher Work Day**

1. The teachers' scheduled work day shall be of six (6) hours and fifty-five (55) minutes duration, inclusive of planning and lunch periods. The students' days shall be of six (6) hours duration, inclusive of recess and lunch periods.

2. Annually, the first scheduled workday shall be an Institute Day. The second scheduled workday shall be a day of partial student attendance. On the second day teachers shall have a three (3) hour block of time for individual planning and classroom preparation.

**K. Early Dismissal**

Prior to the issuance of report cards for the first three grading periods and on the Friday before the final week of school, the Administration shall schedule early dismissal days where consistent with the Cook County Educational Service Region and/or State Board of Education regulations. In all schools, student attendance shall begin at 8:30 a.m. and terminate at 1:30 p.m. In the Pre-K Program, student attendance shall be from 7:50 a.m. to 9:50 a.m. and 10:50 a.m. to 12:50 p.m. The rest of the day so designed shall be reserved for teaching staff members to utilize their time on behalf of student records. All teachers shall be required to stay until the normal dismissal time unless otherwise excused by the Administration. Teachers who leave without proper administrative permission shall be docked for the entire day.

**L. Substitute Teachers**

The Administration shall make every reasonable effort to obtain suitable substitutes for teachers who are absent from school. The Board and the Administration recognized the negative aspects in obtaining in-house substitutes in the event substitutes cannot be obtained from outside the District. Only after exercise of every reasonable effort to obtain substitutes shall the employer be permitted to use "in-house substitutes". A determination by the party responsible for obtaining substitutes that none were available and reasonable calls were made to obtain said substitutes shall constitute "reasonable effort" to obtain substitutes on the part of the employer. The Association and its members recognize the value of maintaining a stable work force and hereby agree to make every reasonable effort to be present for duty, to utilize sick leave and/or personal leave days, if any, provided in this Agreement for the express purposes as provided in pertinent articles relating to sick leave and/or personal leave.

**M. Split Classes**

The Administration has attempted and shall continue to attempt to eliminate split classes. However, subject to Article XIV, Mutual Reservation of Rights, the Board retains, where necessary and at its sole discretion, the right to keep and/or eliminate split classes.

**N. Committee Participation**

Teachers will be encouraged to serve on District committees, which are staffed by teachers. To the extent possible, volunteers to committees will be accepted.



**O. Special Education**

1. In the event a special education co-op is dissolved or a special education co-op program is eliminated, the District shall negotiate the impact with the Association.
2. When the District mainstreams/integrates an identified special education student in a regular class, the District shall provide the teacher(s) with the necessary training. The District shall also provide the student with the support services necessary to conform with the IEP and succeed in the class setting.
3. The teacher(s) who initiates the referral of a student to be staffed will be informed of the staffing forty-eight (48) hours prior to that meeting and will be included in the staffing.

**P. Classroom Coverage**

1. When a classroom teacher is away from his/her classroom because of field trips, the principal shall provide and assign supervision for any children who do not accompany the teacher.
2. If the District is unable to employ a substitute teacher, then a regular teacher may accept a class. The teacher who volunteers will be compensated at substitute pay.

**Q. Professional Concerns Committee**

A Professional Concerns Committee will be formed in each building. Building teachers will elect three (3) members who will serve on these committees. The committee will meet, as needed, but upon specific request one monthly meeting will be held at a mutually agreed upon time between the teachers and the principal of the building.

**R. Fine Arts and Physical Education**

The Board is committed to the continuation of the fine arts and physical education program as a valuable component of the District's curriculum. Every effort will be made to avoid the reduction or curtailment of such programs.

## **ARTICLE VIII**

### **LEAVES**

#### **A. Sick Leave**

1. Teachers who have completed four (4) years or more of continual services with District No. 152 will be allowed a total of fourteen (14) sick days per year. Teachers with less than four (4) years of service in this District will be allowed twelve (12) sick days per year. Each teacher may accumulate unlimited sick leave, but this total shall not be retroactively accumulated previous to the start of the 1978-1979 school term.

Bargaining unit members will receive notification of the number of their sick leave days within the first week of each school year.

2. A doctor's statement shall be presented for any absence the day previous to, or the day following, a holiday.
3. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. Immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, a chiropractic physician licensed in Illinois, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or, if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the employee's faith, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth, or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal illness, the Board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

In the case of leave under the Family and Medical Leave Act for birth or adoption, the employee may, at his/her option, utilize sick leave as permitted under this Section provided the employee submits medical certification, if required, from his/her (or his/her spouse's) medical provider. In the Case of adoption, the employee may at his/her option, utilize sick

leave as permitted under this Section during a FMLA leave after submission of evidence that the formal adoption process is underway.

## **B. Personal Leave**

The Board shall grant personal leave at full pay for personal business which cannot be transacted at any other time as follows:

1. Employees with less than ten (10) years of consecutive service or more than ten (10) years of service which is not consecutive: two (2) personal leave days, one (1) of which shall be deducted from accumulated sick leave, or
2. Employees with ten (10) years or more of consecutive service to the Harvey School District No. 152, two (2) personal leave days.

Such leave shall be noncumulative. The request for a day of personal leave shall be made in writing at least forty-eight (48) hours in advance to the building principal or his/her designee. If the request is made less than forty-eight (48) hours in advance, the request must be approved by the principal or the Superintendent. Unused personal leave days shall be added to the accumulated sick leave of the individual teacher at the end of each school year.

No reason need be given; however, personal leave shall not be used, under penalty of docking and reprimand, for any of the following:

1. Employment outside the District
2. Work stoppage

The original copy shall be signed by the building principal and returned to the person requesting personal leave immediately after the request has been acted upon.

Personal leave days shall not be used the day before or the day after a holiday, nor shall they be used on an institute day, unless a religious holiday falls on any of the above listed days and the teacher submits evidence of religious affiliation if requested by the Administration. In addition, neither the first fifteen (15) nor the last fifteen (15) calendar days of the school year shall be recognized as personal leave days unless the principal or the Superintendent approves such a request.

## **C. Bereavement Leave**

In addition to the leaves provided in Article VIII, Sections A through B, the Board shall authorize absence with pay for death in the non-immediate family. Such leave shall be granted to a maximum of three (3) days per death, and shall be deducted from accumulated sick leave. Non-immediate family shall include grandparents-in-law, guardians of the employee's spouse, step-children, step-grandchildren, uncles and aunts, and cousins of the employee.

#### **D. Maternity/Paternity Leave**

Any District teacher shall be entitled to a maternity/paternity leave without pay. The teacher shall determine the length of the leave, but it shall not exceed the balance of the school term in which it commences and one (1) additional school term. Teachers adopting an infant shall be entitled to the same leave. The Board may grant additional leave.

A teacher returning from such leave shall be assigned to a position which is comparable to the position held at the time leave began.

While on leave, a teacher shall have the option to remain an active participant in the Illinois Teachers' Retirement System, the District's insurance program(s), and/or any other fringe benefit programs by contributing thereto the full amount required for participation in said programs.

All seniority and tenure rights of any teacher on such leave shall remain secure as of the date the leave begins. A teacher who has taught one hundred twenty (120) days or more during a school term shall receive salary and seniority credit for a full year. A teacher who has taught fewer than one hundred twenty (120) days during a school term shall receive no salary credit or seniority credit.

A teacher on leave shall not be denied the opportunity to substitute in the District by reason of the fact that the teacher is on such leave, but other employment is not allowed.

- E.** Absences in excess of those provided for in the negotiated contract shall be considered in violation of this contract except in extenuating medical circumstances. Such excessive absences may be cause for loss of pay for the day(s) absent. Repeated violations shall be cause for termination in accord with applicable provisions of the contract and the School Code of Illinois.

#### **F. Career Leave**

An exploratory career leave may be granted to any tenured teacher who has been employed by the Board for a period of ten (10) consecutive years. This exploratory career leave shall be granted only once per tenured teacher for a period of one year for the purpose of exploring a career option outside the field of education. Such leave shall expire on the last school day in June. After the conclusion of the career leave year, the bargaining unit member can return to the District upon notification by February 1st of the year the leave is in effect. The bargaining unit member and their dependents will have the option to continue in the group insurance plan at his/her expense. No salary or experience credit shall be granted to the bargaining unit member during the period of an exploratory career leave. Upon returning to the District, the bargaining unit member shall be assigned to a position comparable to that he/she held prior to the leave.

A request for this exploratory career leave shall be submitted to the Superintendent for Board approval by April 1st of the school year preceding the year the leave shall be effective.

**G. Sick Leave Bank**

**1. Participation**

The Board of Education, in cooperation with the Association, shall establish a Sick Leave Bank. All full-time bargaining unit members may participate in the Bank. The Bank shall be applicable only to the illness of the bargaining unit members. Information about the Sick Leave Bank will be given during the New Teacher's Orientation by the President of the Association.

**2. Administration of Bank**

The Board of Education shall administer the Sick Leave Bank.

The parties hereby agree that a joint committee of not more than three (3) officers of the HEA bargaining unit, a principal, and the Superintendent or his/her designee shall form a joint committee to act in an advisory capacity to the Board of Education, to make recommendations to the Board as to those full-time, certified bargaining unit members who are to be recipients of the sick leave bank allotments. The committee will meet within 60 days of the beginning of each contractual year. Nothing contained herein shall diminish the authority of the Board of Education to be the final authority, determining body, and administrator of the Sick Leave Bank.

**3. Donation of Days**

Each bargaining unit member who chooses to join the Bank shall donate two (2) days of his/her sick leave to the Bank. The Board will for the 1993-94 school year only, donate one hundred (100) days to the bank. Teachers will be given credit for days donated to the Sick Leave Bank prior to 1998-99, which may bring them up to the two (2) day donation as required. After the initial donation only new bargaining unit members or those bargaining unit members who previously made no donation shall be asked if they wish to donate two (2) days and become eligible for use of the Sick Leave Bank. Newly employed bargaining unit members will be allowed to give one day the first year of employment and one day the second year of employment.

If a teacher has exhausted all sick leave, the President of the Association may request that the Superintendent consider allowing other staff to donate sick days to the teacher in need. In the event the Superintendent approves such request, the President of the Association and the Superintendent will agree on the number of days which may be donated. Staff participation in donating days in this situation shall be voluntary.

Bargaining unit members may enroll in the Sick Leave Bank within thirty (30) days of initial employment or, on or before September 30 of each school year. The President of the Association and the Superintendent shall receive a list of the members of the Sick Leave Bank (to be prepared by the Central Office) on or before October 30 of each school year.

4. **Intent of Bank**

The intent of this Bank is to provide additional financial protection of those staff members who incur a period of prolonged illness or hospitalization. The Bank shall not be applicable to any staff member during any leave of absence. It is the intent of both parties to strive to retain good attendance in the District and the Board retains the right to re-examine the Bank if the absence rates increase.

5. **Procedure to Use/Withdraw Days**

A staff member may withdraw days from the Bank under the following circumstances:

- (a) His/her own accumulated and accrued sick leave has been totally depleted.
- (b) Teachers will become eligible for the sick leave bank according to the following interval schedule:

NUMBER OF SICK DAYS AT BEGINNING OF YEAR	INTERVAL
100 or more days	No Interval
50 - 99.50 days	5 School Days
20 - 49.50 days	10 School Days
0 - 19.50 days	20 School Days

- (c) A doctor's written verification of illness must be presented to the Board for review prior to any days being used from the Bank.
- (d) The maximum number of days which may be withdrawn by an individual staff member shall be twenty (20) or until the end of the school term whichever is less.

6. **Accumulation of Days**

Days contributed to the Bank which have not been withdrawn in accordance with the administrative procedures established by the Board shall remain in the Bank for use in the succeeding school year.

7. **Retention of Days Withdrawn**

The staff members receiving days from the Bank shall not be required to pay back the number of days obtained from it.

8. **Limits**

Should the number of days in the Sick Leave Bank fall below four hundred (400) days, each participating member shall be required to donate one (1) additional day to remain eligible for use of the bank.

Any teacher who leaves the bank shall lose days donated.

## **ARTICLE IX**

### **EVALUATION PROCESS**

#### **A. Evaluation Cycle**

##### **Non-Tenure Teachers:**

Probationary teachers shall be the subject of a summative evaluation at least once each school year.

##### **Tenured Teachers:**

Tenured teachers shall be formally evaluated (summative) at least once every two (2) school years. Teachers who receive an unsatisfactory rating in the overall summative category shall be evaluated the following school year.

#### **B. Timelines**

The evaluator shall advise the staff members of the evaluation process during the first two (2) weeks of school. The evaluator within two (2) weeks shall advise any newly employed or reassigned teacher of the evaluation process.

Formative reviews shall be conducted throughout the school year beginning the third week of September through February 15 for probationary teachers and April 15 for tenured teachers. A minimum of two (2) post-observation conferences shall be required prior to the completion of the formative report for tenured and non-tenured teachers.

A minimum of one (1) formative report shall be required prior to the completion of the summative evaluation. A notice of unsatisfactory performance shall be required at least two (2) weeks prior to a teacher receiving an unsatisfactory rating on the summative evaluation. A teacher may respond, in writing, to the notice of unsatisfactory performance, if desired. Summative evaluations shall be completed by March 1 for probationary teachers and tenured teachers.

When a notice of unsatisfactory performance, a formative report or a summative evaluation is completed, each teacher shall be asked to sign the document and shall receive a copy. Signing of said documents and rebuttals is for the protection of all affected parties.

#### **C. Formative Review and Report Procedure**

##### **1. Pre-Observation Conference**

###### **a. Purposes:**

- (1) To determine the relationship between the lesson to be observed and the District's curriculum



- (2) To discuss the class make-up, the lesson's objectives, assessment procedures, instructional strategies, materials and equipment.

b. Time Frame

Optimally, the observation should follow within twenty-four (24) hours of the pre-observation conference.

2. Observation

a. Purposes:

- (1) To observe the teacher's performance in the classroom setting for an entire lesson.
- (2) To record or describe what has occurred in the classroom.

b. Time Frame

Optimally, the post-observation conference should follow within twenty-four (24) hours of the observation.

3. Post-Observation Conference

a. Purposes:

- (1) To review and evaluate the lesson observed.
- (2) To analyze the data collected and to establish patterns of behavior.
- (3) To identify behaviors which enhance learning.
- (4) To identify behaviors which impede learning.
- (5) To identify the focus of subsequent observations.
- (6) To identify strategies for modifying those behaviors which impede learning.

b. A post-observation conference report shall be issued to the teacher during the conference.

c. Time Frame

An approximate date for the next formal classroom observation shall be determined, if applicable.

#### **D. Evaluator**

An evaluator may be any District personnel who has supervisory responsibilities. This may include, but not limited to the Superintendent, assistant superintendent, director of instruction, director of pupil personnel, principal, assistant principal, and chapter I director. Wherever possible, the evaluator will remain constant during the year.

Teachers who travel to more than two (2) schools shall be formally evaluated during the evaluation year by two (2) principals. The Superintendent or designee shall identify the principals who will complete the formal evaluation.

#### **E. Remediation Plan for Teachers in Contractual Continued Service**

1. The evaluator, participating administrator, consulting teacher and the teacher rated unsatisfactory shall meet within thirty (30) calendar days for the development and initiation by the District of a remediation plan designed to correct the areas identified as unsatisfactory.
2. The written remediation plan shall contain the following components:
  - a. Description of areas identified as unsatisfactory and delineate desired levels of acceptable performance.
  - b. Identification of a plan for improved performance.
  - c. Indication of assistance to be provided.
  - d. Development of timelines.
3. Three evaluations and ratings (one every 30 days) shall occur during the ninety (90) school days immediately following the teacher's receipt of a remediation plan based upon an unsatisfactory evaluation.
4. The three evaluations and ratings shall be conducted by a qualified administrator.
  - a. Failure to strictly comply with the timelines for the required quarterly evaluations shall not invalidate the results of the remediation plan.
5. A teacher who has had the third and final evaluation and who successfully completes the ninety (90) school day remediation plan by receiving a satisfactory or better rating shall be reinstated to the biennial teacher evaluation schedule.

6. Participants in the remediation plan shall include the teacher rated unsatisfactory, a qualified administrator (evaluator), and a consulting teacher.

#### **F. Consulting Teacher**

1. Subject to the Board's right to appoint a consulting teacher as provided hereinafter, the participation of the consulting teacher shall be voluntary. Once a consulting teacher is selected by the Administration absent circumstances beyond the control of the consulting teacher, the consulting teacher shall perform through the entire remediation process unless excused by the Administration.
2. The qualified consulting teacher shall be one who has received a rating of excellent on his/her most recent evaluation, has a minimum of five (5) years experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation. At the beginning of each school year, the Association President shall receive a list of the teachers who received an excellent evaluation on their most recent evaluations.
3. Once the Association has been apprised of those teachers who qualify as provided in paragraph two (2) above, the Association shall provide the District with a list of available consulting teachers not less than five (5) in number, from which the consulting teacher is to be selected by the Administration. In no event, shall the list be provided later than five (5) school days after request for same by the District Administration.
4. In the event qualified teachers volunteer to act as consulting teachers, the District may select from qualified teachers, as provided in paragraph two (2) above, an appropriate consulting teacher. Where no qualified consulting teacher is available in the District, the District shall request the State Board of Education to provide a consulting teacher.
5. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as the evaluator deems necessary upon consultation with the new consulting teacher.
6. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
7. The consulting teacher shall not participate in any of the required quarterly evaluations, nor be involved in the evaluation of the performance of the teacher under remediation.
8. The consulting teacher shall remain informed through conferences with the participating administrator and the teacher under remediation of the

progress of the teacher in order to provide continuous assistance to the teacher during the remediation period.

9. The consulting teacher, when necessary, shall be released from his/her teaching assignment during the school day to provide required services to the teacher under remediation.
10. Consistent with the requirements for liability insurance as per Section 10-22.3 of the Illinois School Code, the Board shall insure against any loss or liability of an employee participating as a volunteer teacher as provided herein. Nothing contained herein shall require the Board to indemnify or hold harmless any volunteer as provided in this provision except as provided under Chapter 122, Section 10-22.3, of the Illinois School Code.

**G. Dismissal**

1. Any teacher in contractual continued service who fails to complete the ninety school day remediation plan with a satisfactory or better rating shall be dismissed in accordance with the applicable provisions of the Illinois School Code.

## **ARTICLE X**

### **SALARY PROVISIONS**

#### **A. Credit on Salary Schedule**

1. Effective with the 1995-96 school year a teacher shall be awarded full credit for up to ten (10) years Illinois public school teaching experience outside of the District, but this will not be retroactive to any presently employed persons of this District. Each new bargaining unit member shall be informed of this section at the time of his/her employment. The restriction of up to ten (10) years of prior experience credit shall not apply to those areas which are determined to be "critical needs" areas as announced annually by the Illinois State Board of Education or its equivalent. In the event of the need to hire teachers in the area of "critical needs," the Superintendent or designee may award up to full credit for all prior experience in an Illinois public school outside of the District. The HEA President shall be advised annually of the names and placement of teachers so awarded prior experience credit.
2. When a faculty member has earned the right to a higher salary bracket by reason of increased professional training, the transfer shall be made at the beginning of the contractual year, or the beginning of the second semester, whichever comes sooner. Certification for this purpose shall be by official transcript or by certificate of completion with official seal from the college or university with such evidence to be filed in the District office prior to the first day of the school term for adjustment to be made for the full school term; and with such evidence to be filed in the District office prior to the beginning of the second semester of District No. 152, for such adjustment to be made effective for the second semester.
3. For salary schedule credit to apply to the lanes above the Bachelor's lane and to and including the Master's lane, the semester hours must be included in a program leading to the Master's degree with such approval to be filed in the District office. This subsection is subject to variations as allowed under subsection 5 of this Section A of this Article.
4. For salary schedule credit to apply to the lanes above the Master's level, the semester hours must be at the senior college or graduate level and must be equivalent to those recorded as 400 or above in the course offerings of the University of Illinois. Credit for coursework is not retroactive and will be counted subsequent to September 1, 1982.
5. With the prior approval of the Superintendent, salary schedule credit may be granted for successful completion of college credit courses, although these courses may not necessarily apply towards the next degree. The teacher's requests and the Superintendent's replies must be completed in a timely manner. Official transcripts for completed coursework requiring prior

written approval should be sent to the Superintendent within one (1) calendar year of completion of the course.

6. All teachers who are on salary schedule lanes BA, BA+8, or BA+16 must successfully complete at least three (3) college credit hours of coursework every five (5) years. Workshops may be substituted for college coursework at a rate of eighteen (18) clock hours per one-half (1/2) hour coursework credit. All college courses and workshops are subject to pre-approval by the Superintendent or designee. This section is subject to variations as allowed under subsection 3 of Section A of this Article.

## **B. Payroll Deduction**

Payroll deductions for "unified" members of the Education Association will be permissible. A uniform amount will be deducted from each of twelve (12) consecutive pay periods.

## **C. Teachers' Retirement System (TRS)**

The Board shall pick up and pay the entire required employees' contributions in accordance with IRS Ruling 81-36 to the Teachers' Retirement System. The base salary is defined as the dollar amount as determined by the teacher's position on the salary schedule. If as the result of an Internal Revenue Service ruling, tax liability accrues for payment made by the employer to the Illinois Teachers' Retirement System, the individual teacher shall be responsible for monies as may be required to cover the Internal Revenue Service obligation of such tax liability.

## **D. Lunchroom Supervision**

In buildings where the gym is used as the lunchroom, the Administration may assign physical education teachers to do lunchroom supervision.

In all other cases, lunchroom supervision shall be voluntary. In the event there are no qualified volunteers, the Administration may assign lunchroom supervision. The selection of lunchroom supervisors shall be fair and equitable; not in an arbitrary or capricious manner.

The bonus paid shall be as follows:

<u>Number of Periods Supervised per Week</u>	<u>Annual Compensation</u>
1	\$ 165.00
2	330.00
3	495.00
4	660.00
5	825.00
6	990.00
7	1,155.00
8 or more	1,320.00

## E. Pay Periods

~~Commencing July 1, 1988, employees~~ Employees shall be paid every other Friday. ~~for twenty-six (26) pay periods.~~

Commencing with the July 1, 2014 payroll, bargaining unit members shall have the option of receiving payroll checks based upon pay periods of either twenty-six (26) pays or twenty-two (22) pays.

Payroll period elections shall be effective for one fiscal year (July 1 – June 30). Commencing with fiscal year 2015-2016, bargaining unit members shall notify the Assistant Superintendent of Business by March 1, 2015 and by March 1<sup>st</sup> of every year thereafter as to his/her payroll period election for the following fiscal year; failure to do so shall result in the bargaining unit member being paid on twenty-six (26) week pay period.

Bargaining unit members shall not be permitted to change their elections during the fiscal year; changes are only permitted during the enrollment period (February 1 – March 1) for the upcoming fiscal year.

June paychecks will be distributed on the last day of the school year.

## F. ~~2011-2012 Salary Schedule~~ HARVEY SCHOOL DISTRICT NO. 152

Step/ Exp Yrs	BA	BA+24	MA	MA+15	MA+30
1	—36,294	—38,495	—39,836	—41,430	—43,088
2	—37,021	—39,265	—40,831	—42,465	—44,166
3	—37,761	—40,050	—41,852	—43,528	—45,270
4	—38,515	—40,850	—42,898	—44,616	—46,402
5	—39,286	—41,668	—43,971	—45,731	—47,562
6	—40,072	—42,501	—45,070	—46,874	—48,751
7	—40,874	—43,351	—46,197	—48,046	—49,970
8	—41,691	—44,218	—47,353	—49,247	—51,219
9	—42,525	—45,103	—48,536	—50,478	—52,499
10	—43,375	—46,004	—49,750	—51,740	—53,812
11	—44,243	—46,925	—50,993	—53,034	—55,157
12	—45,128	—47,863	—52,268	—54,359	—56,536
13	—46,030	—48,820	—53,575	—55,718	—57,949
14	—46,951	—49,797	—54,914	—57,111	—59,399
15	—47,889	—50,793	—56,287	—58,539	—60,883
16			—57,694	—60,003	—62,405
17			—59,136	—61,503	—63,965

<del>18</del>			<del>—60,615</del>	<del>—63,041</del>	<del>—65,564</del>
<del>19</del>			<del>—62,130</del>	<del>—64,616</del>	<del>—67,203</del>
<del>20</del>			<del>—63,684</del>	<del>—66,232</del>	<del>—68,884</del>
<del>21</del>			<del>—65,276</del>	<del>—67,888</del>	<del>—70,605</del>
<del>22</del>			<del>—66,908</del>	<del>—69,585</del>	<del>—72,371</del>
<del>23</del>			<del>—68,580</del>	<del>—71,325</del>	<del>—74,180</del>
<del>24</del>			<del>—70,295</del>	<del>—73,108</del>	<del>—76,034</del>
<del>25</del>	<del>—66,678</del>	<del>—82,259</del>	<del>—84,839</del>	<del>—86,653</del>	<del>—88,198</del>

~~A teacher who is beyond the last Step in his/her Lane shall receive a salary increase of 2% over his/her prior year's salary. Such increase will not apply to a teacher who is participating in the Retirement Incentive.~~

- ~~1. The amount of compensation set forth in the above schedule comprises the aggregate of:~~
  - ~~a. The salary which the Board of Education is paying directly to the teacher and~~
  - ~~b. The entire contribution which the Board is paying from its funds to the Illinois Teachers' Retirement System on behalf of the teacher.~~



~~HARVEY SCHOOL DISTRICT NO. 152~~

~~G. 2012-2013 Salary Schedule~~

<del>Step/ Exp Yrs</del>	<del>BA</del>	<del>BA+24</del>	<del>MA</del>	<del>MA+15</del>	<del>MA+30</del>
<del>1</del>	<del>40,000</del>	<del>42,000</del>	<del>44,100</del>	<del>45,864</del>	<del>47,699</del>
<del>2</del>	<del>40,400</del>	<del>42,525</del>	<del>44,762</del>	<del>46,552</del>	<del>48,414</del>
<del>3</del>	<del>40,804</del>	<del>43,057</del>	<del>45,433</del>	<del>47,250</del>	<del>49,140</del>
<del>4</del>	<del>41,212</del>	<del>43,595</del>	<del>46,114</del>	<del>47,959</del>	<del>49,877</del>
<del>5</del>	<del>41,624</del>	<del>44,140</del>	<del>47,037</del>	<del>48,918</del>	<del>50,875</del>
<del>6</del>	<del>42,040</del>	<del>44,691</del>	<del>47,977</del>	<del>49,897</del>	<del>51,892</del>
<del>7</del>	<del>42,461</del>	<del>45,250</del>	<del>48,937</del>	<del>50,894</del>	<del>52,930</del>
<del>8</del>	<del>42,885</del>	<del>45,816</del>	<del>49,916</del>	<del>51,912</del>	<del>53,989</del>
<del>9</del>	<del>43,314</del>	<del>46,388</del>	<del>50,914</del>	<del>52,951</del>	<del>55,069</del>
<del>10</del>	<del>43,747</del>	<del>46,968</del>	<del>51,932</del>	<del>54,010</del>	<del>56,170</del>
<del>11</del>		<del>47,555</del>	<del>52,971</del>	<del>55,090</del>	<del>57,293</del>
<del>12</del>		<del>48,150</del>	<del>54,030</del>	<del>56,192</del>	<del>58,439</del>
<del>13</del>		<del>48,752</del>	<del>55,111</del>	<del>57,315</del>	<del>59,608</del>
<del>14</del>		<del>49,361</del>	<del>56,213</del>	<del>58,462</del>	<del>60,800</del>
<del>15</del>		<del>50,793</del>	<del>57,337</del>	<del>59,631</del>	<del>62,016</del>
<del>16</del>			<del>58,628</del>	<del>60,973</del>	<del>63,412</del>
<del>17</del>			<del>59,947</del>	<del>62,345</del>	<del>64,838</del>
<del>18</del>			<del>61,295</del>	<del>63,747</del>	<del>66,297</del>
<del>19</del>			<del>62,675</del>	<del>65,182</del>	<del>67,789</del>
<del>20</del>			<del>64,085</del>	<del>66,648</del>	<del>69,314</del>
<del>21</del>			<del>65,687</del>	<del>68,314</del>	<del>71,047</del>
<del>22</del>			<del>67,329</del>	<del>70,022</del>	<del>72,823</del>
<del>23</del>			<del>69,012</del>	<del>71,773</del>	<del>74,644</del>
<del>24</del>			<del>70,738</del>	<del>73,567</del>	<del>76,510</del>
<del>25</del>			<del>72,506</del>	<del>75,406</del>	<del>78,423</del>

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~~1. The amount of compensation set forth in the above schedule comprises the aggregate of:~~

~~a. The salary which the Board of Education is paying directly to the teacher and~~

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~~HARVEY SCHOOL DISTRICT NO. 152~~

~~H. 2013-2014 Salary Schedule~~

<del>Step/ Exp Yrs</del>	<del>BA</del>	<del>BA+24</del>	<del>MA</del>	<del>MA+15</del>	<del>MA+30</del>
<del>1</del>	<del>—40,400</del>	<del>—42,420</del>	<del>—44,541</del>	<del>—46,323</del>	<del>—48,176</del>
<del>2</del>	<del>—40,804</del>	<del>—42,950</del>	<del>—45,209</del>	<del>—47,017</del>	<del>—48,898</del>
<del>3</del>	<del>—41,212</del>	<del>—43,487</del>	<del>—45,887</del>	<del>—47,723</del>	<del>—49,632</del>
<del>4</del>	<del>—41,624</del>	<del>—44,031</del>	<del>—46,576</del>	<del>—48,439</del>	<del>—50,376</del>
<del>5</del>	<del>—42,040</del>	<del>—44,581</del>	<del>—47,507</del>	<del>—49,407</del>	<del>—51,384</del>
<del>6</del>	<del>—42,461</del>	<del>—45,138</del>	<del>—48,457</del>	<del>—50,396</del>	<del>—52,411</del>
<del>7</del>	<del>—42,885</del>	<del>—45,703</del>	<del>—49,426</del>	<del>—51,403</del>	<del>—53,460</del>
<del>8</del>	<del>—43,314</del>	<del>—46,274</del>	<del>—50,415</del>	<del>—52,431</del>	<del>—54,529</del>
<del>9</del>	<del>—43,747</del>	<del>—46,852</del>	<del>—51,423</del>	<del>—53,480</del>	<del>—55,619</del>
<del>10</del>	<del>—44,185</del>	<del>—47,438</del>	<del>—52,452</del>	<del>—54,550</del>	<del>—56,732</del>
<del>11</del>		<del>—48,031</del>	<del>—53,501</del>	<del>—55,641</del>	<del>—57,866</del>
<del>12</del>		<del>—48,631</del>	<del>—54,571</del>	<del>—56,754</del>	<del>—59,024</del>
<del>13</del>		<del>—49,239</del>	<del>—55,662</del>	<del>—57,889</del>	<del>—60,204</del>
<del>14</del>		<del>—49,855</del>	<del>—56,775</del>	<del>—59,046</del>	<del>—61,408</del>
<del>15</del>		<del>—51,301</del>	<del>—57,911</del>	<del>—60,227</del>	<del>—62,636</del>
<del>16</del>			<del>—59,214</del>	<del>—61,582</del>	<del>—64,046</del>
<del>17</del>			<del>—60,546</del>	<del>—62,968</del>	<del>—65,487</del>
<del>18</del>			<del>—61,908</del>	<del>—64,385</del>	<del>—66,960</del>
<del>19</del>			<del>—63,301</del>	<del>—65,833</del>	<del>—68,467</del>
<del>20</del>			<del>—64,726</del>	<del>—67,315</del>	<del>—70,007</del>
<del>21</del>			<del>—66,344</del>	<del>—68,998</del>	<del>—71,757</del>
<del>22</del>			<del>—68,002</del>	<del>—70,723</del>	<del>—73,551</del>
<del>23</del>			<del>—69,702</del>	<del>—72,491</del>	<del>—75,390</del>
<del>24</del>			<del>—71,445</del>	<del>—74,303</del>	<del>—77,275</del>
<del>25</del>			<del>—73,231</del>	<del>—76,160</del>	<del>—79,207</del>

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## HARVEY SCHOOL DISTRICT NO. 152

### H. 2014-2015 Salary Schedule

<u>Step/ Exp Yrs</u>	<u>BA</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>41,208</u>	<u>43,268</u>	<u>45,432</u>	<u>47,249</u>	<u>49,140</u>
<u>2</u>	<u>41,620</u>	<u>43,809</u>	<u>46,113</u>	<u>47,958</u>	<u>49,876</u>
<u>3</u>	<u>42,036</u>	<u>44,357</u>	<u>46,805</u>	<u>48,677</u>	<u>50,624</u>
<u>4</u>	<u>42,547</u>	<u>44,911</u>	<u>47,507</u>	<u>49,408</u>	<u>51,383</u>
<u>5</u>	<u>42,881</u>	<u>45,473</u>	<u>48,220</u>	<u>50,395</u>	<u>52,412</u>
<u>6</u>	<u>43,310</u>	<u>46,041</u>	<u>49,184</u>	<u>51,404</u>	<u>53,461</u>
<u>7</u>	<u>43,743</u>	<u>46,617</u>	<u>50,168</u>	<u>52,431</u>	<u>54,532</u>
<u>8</u>	<u>44,181</u>	<u>47,199</u>	<u>51,171</u>	<u>53,479</u>	<u>55,624</u>
<u>9</u>	<u>44,622</u>	<u>47,789</u>	<u>52,195</u>	<u>54,549</u>	<u>56,737</u>
<u>10</u>	<u>45,069</u>	<u>48,387</u>	<u>53,238</u>	<u>55,640</u>	<u>57,874</u>
<u>11</u>		<u>48,992</u>	<u>54,303</u>	<u>56,754</u>	<u>59,033</u>
<u>12</u>		<u>49,604</u>	<u>55,389</u>	<u>57,889</u>	<u>60,215</u>
<u>13</u>		<u>50,224</u>	<u>56,497</u>	<u>59,047</u>	<u>61,421</u>
<u>14</u>		<u>50,852</u>	<u>57,627</u>	<u>60,227</u>	<u>62,650</u>
<u>15</u>		<u>51,818</u>	<u>58,780</u>	<u>61,432</u>	<u>69,905</u>
<u>16</u>			<u>60,249</u>	<u>62,661</u>	<u>65,343</u>
<u>17</u>			<u>61,755</u>	<u>63,914</u>	<u>66,812</u>
<u>18</u>			<u>63,299</u>	<u>65,193</u>	<u>68,315</u>
<u>19</u>			<u>64,882</u>	<u>66,497</u>	<u>69,852</u>
<u>20</u>			<u>66,504</u>	<u>67,828</u>	<u>71,423</u>
<u>21</u>			<u>68,166</u>	<u>69,523</u>	<u>73,209</u>
<u>22</u>			<u>69,870</u>	<u>71,261</u>	<u>75,039</u>
<u>23</u>			<u>71,617</u>	<u>73,043</u>	<u>76,915</u>
<u>24</u>			<u>73,408</u>	<u>74,869</u>	<u>78,838</u>
<u>25</u>			<u>75,243</u>	<u>76,741</u>	<u>80,809</u>

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- ~~1. The amount of compensation set forth in the above schedule comprises the aggregate of:~~
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## HARVEY SCHOOL DISTRICT NO. 152

### H. 2015-2016 Salary Schedule

<u>Step/ Exp Yrs</u>	<u>BA</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>42,032</u>	<u>44,134</u>	<u>46,340</u>	<u>48,194</u>	<u>50,122</u>
<u>2</u>	<u>42,452</u>	<u>44,685</u>	<u>47,036</u>	<u>48,917</u>	<u>50,874</u>
<u>3</u>	<u>42,877</u>	<u>45,244</u>	<u>47,741</u>	<u>49,651</u>	<u>51,636</u>
<u>4</u>	<u>43,306</u>	<u>45,810</u>	<u>48,457</u>	<u>50,396</u>	<u>52,410</u>
<u>5</u>	<u>43,739</u>	<u>46,382</u>	<u>49,184</u>	<u>51,403</u>	<u>53,460</u>
<u>6</u>	<u>44,176</u>	<u>46,962</u>	<u>50,168</u>	<u>52,432</u>	<u>54,530</u>
<u>7</u>	<u>44,618</u>	<u>47,549</u>	<u>51,171</u>	<u>53,479</u>	<u>55,622</u>
<u>8</u>	<u>45,064</u>	<u>48,143</u>	<u>52,195</u>	<u>54,549</u>	<u>56,736</u>
<u>9</u>	<u>45,515</u>	<u>48,745</u>	<u>53,238</u>	<u>55,640</u>	<u>57,872</u>
<u>10</u>	<u>45,970</u>	<u>49,354</u>	<u>54,303</u>	<u>56,753</u>	<u>59,031</u>
<u>11</u>		<u>49,971</u>	<u>55,389</u>	<u>57,889</u>	<u>60,213</u>
<u>12</u>		<u>50,596</u>	<u>56,497</u>	<u>59,047</u>	<u>61,419</u>
<u>13</u>		<u>51,228</u>	<u>57,627</u>	<u>60,228</u>	<u>62,649</u>
<u>14</u>		<u>51,869</u>	<u>58,780</u>	<u>61,431</u>	<u>63,903</u>
<u>15</u>		<u>52,855</u>	<u>59,955</u>	<u>62,660</u>	<u>65,183</u>
<u>16</u>			<u>61,454</u>	<u>63,914</u>	<u>66,649</u>
<u>17</u>			<u>62,990</u>	<u>65,193</u>	<u>68,149</u>
<u>18</u>			<u>64,565</u>	<u>66,497</u>	<u>69,682</u>
<u>19</u>			<u>66,179</u>	<u>67,827</u>	<u>71,249</u>
<u>20</u>			<u>67,834</u>	<u>69,184</u>	<u>72,852</u>
<u>21</u>			<u>69,530</u>	<u>70,914</u>	<u>74,673</u>
<u>22</u>			<u>71,268</u>	<u>72,687</u>	<u>76,540</u>
<u>23</u>			<u>73,049</u>	<u>74,504</u>	<u>78,454</u>
<u>24</u>			<u>74,876</u>	<u>76,366</u>	<u>80,415</u>
<u>25</u>			<u>76,748</u>	<u>78,275</u>	<u>82,425</u>

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## HARVEY SCHOOL DISTRICT NO. 152

### H. 2016-2017 Salary Schedule

<u>Step/ Exp Yrs</u>	<u>BA</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>42,873</u>	<u>45,016</u>	<u>47,267</u>	<u>49,158</u>	<u>51,125</u>
<u>2</u>	<u>43,302</u>	<u>45,579</u>	<u>47,976</u>	<u>49,895</u>	<u>51,891</u>
<u>3</u>	<u>43,735</u>	<u>46,149</u>	<u>48,696</u>	<u>50,644</u>	<u>52,669</u>
<u>4</u>	<u>44,172</u>	<u>46,726</u>	<u>49,426</u>	<u>51,404</u>	<u>53,458</u>
<u>5</u>	<u>44,614</u>	<u>47,310</u>	<u>50,168</u>	<u>52,431</u>	<u>54,529</u>
<u>6</u>	<u>45,060</u>	<u>47,901</u>	<u>51,171</u>	<u>53,481</u>	<u>55,621</u>
<u>7</u>	<u>45,510</u>	<u>48,500</u>	<u>52,195</u>	<u>54,549</u>	<u>56,735</u>
<u>8</u>	<u>45,965</u>	<u>49,106</u>	<u>53,238</u>	<u>55,640</u>	<u>57,871</u>
<u>9</u>	<u>46,425</u>	<u>49,720</u>	<u>54,303</u>	<u>56,753</u>	<u>59,030</u>
<u>10</u>	<u>46,889</u>	<u>50,342</u>	<u>55,389</u>	<u>57,888</u>	<u>60,212</u>
<u>11</u>		<u>50,971</u>	<u>56,497</u>	<u>59,046</u>	<u>61,418</u>
<u>12</u>		<u>51,608</u>	<u>57,627</u>	<u>60,228</u>	<u>62,647</u>
<u>13</u>		<u>52,253</u>	<u>58,780</u>	<u>61,433</u>	<u>63,902</u>
<u>14</u>		<u>52,906</u>	<u>59,955</u>	<u>62,660</u>	<u>65,182</u>
<u>15</u>		<u>53,912</u>	<u>61,154</u>	<u>63,914</u>	<u>66,487</u>
<u>16</u>			<u>62,683</u>	<u>65,192</u>	<u>67,982</u>
<u>17</u>			<u>64,250</u>	<u>66,496</u>	<u>69,512</u>
<u>18</u>			<u>65,856</u>	<u>67,827</u>	<u>71,075</u>
<u>19</u>			<u>67,503</u>	<u>69,184</u>	<u>72,674</u>
<u>20</u>			<u>69,190</u>	<u>70,568</u>	<u>74,309</u>
<u>21</u>			<u>70,920</u>	<u>72,332</u>	<u>76,167</u>
<u>22</u>			<u>72,693</u>	<u>74,140</u>	<u>78,071</u>
<u>23</u>			<u>74,510</u>	<u>75,994</u>	<u>80,023</u>
<u>24</u>			<u>76,373</u>	<u>77,894</u>	<u>82,023</u>
<u>25</u>			<u>78,283</u>	<u>79,841</u>	<u>84,074</u>

~~A teacher who is beyond the last Step in his/her Lane shall receive a salary increase of 2% over his/her prior year's salary. Such increase will not apply to a teacher who is participating in the Retirement Incentive.~~

- ~~1. The amount of compensation set forth in the above schedule comprises the aggregate of:~~
- ~~a. The salary which the Board of Education is paying directly to the teacher and~~
  - ~~b. The entire contribution which the Board is paying from its funds to the Illinois Teachers' Retirement System on behalf of the teacher.~~

## **L. EXTRA – DUTY PAY**

1. All openings for standing extra-duty positions will be posted for at least five (5) business days by the principal.
2. By October 15<sup>th</sup> of each school year, the person in charge of each extra-curricular activity will submit a tentative schedule for approval to the principal of dates when his/her activity will meet. Approval of the activity will be granted based upon the merit of the activity and available funds. It will be the responsibility of the person accepting the extra-duty assignment to coordinate with the principal any recommended changes in this schedule, and to submit a sign in/out sheet every day which the activity meets.

	<del>2013-2014</del>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
8th Grade Basketball (Boys)	<del>\$2,175.00</del>	\$2,219.00	\$2,263.00	\$2,308.00
7th Grade Basketball (Boys)	<del>\$2,175.00</del>	\$2,219.00	\$2,263.00	\$2,308.00
8th Grade Basketball (Girls)	<del>\$2,175.00</del>	\$2,219.00	\$2,263.00	\$2,308.00
7th Grade Basketball (Girls)	<del>\$2,175.00</del>	\$2,219.00	\$2,263.00	\$2,308.00
K-6 Grade Basketball (Boys)	<del>\$ 690.00</del>	\$ 704.00	\$ 718.00	\$ 732.00
K-6 Grade Basketball (Girls)	<del>\$ 690.00</del>	\$ 704.00	\$ 718.00	\$ 732.00
Scorekeeper (Boys/Girls' games)	<del>\$ 583.00</del>	\$ 595.00	\$ 607.00	\$ 619.00
Timekeeper (Boys/Girls' games)	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
8th Grade Cheerleaders (Girls' games)	<del>\$ 891.00</del>	\$ 909.00	\$ 927.00	\$ 946.00
7th Grade Cheerleaders (Boys' games)	<del>\$ 891.00</del>	\$ 909.00	\$ 927.00	\$ 946.00
8th Grade Pom Pon (Girls' games)	<del>\$ 721.00</del>	\$ 735.00	\$ 750.00	\$ 765.00
7th Grade Pom Pon (Boys' games)	<del>\$ 721.00</del>	\$ 735.00	\$ 750.00	\$ 765.00
K-6 Grade Pom Pon	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
K-6 Grade Beta Club	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
Gifted Art	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
Poetry Club	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
Choir	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
Drama/Speech	<del>\$ 690.00</del>	\$ 704.00	\$ 718.00	\$ 732.00
Pod Leaders	<del>\$ 583.00</del>	\$ 595.00	\$ 607.00	\$ 619.00
Literacy Math- Bldg Leaders	<del>\$ 583.00</del>	\$ 595.00	\$ 607.00	\$ 619.00
Literacy Reading – Bldg Leaders	<del>\$ 583.00</del>	\$ 595.00	\$ 607.00	\$ 619.00
National Jr Honor	<del>\$ 371.00</del>	\$ 378.00	\$ 386.00	\$ 394.00
<u>Student Council</u>	<u>\$ 954.00</u>	<u>\$ 973.00</u>	<u>\$ 992.00</u>	<u>\$1,012.00</u>
Track & Field (Boys and Girls)	<del>\$1,644.00</del>	\$1,677.00	\$1,711.00	\$1,745.00
Asst. Track & Field (Boys and Girls)	<del>\$ 849.00</del>	\$ 866.00	\$ 883.00	\$ 901.00
Cross Country (Boys and Girls)	<del>\$ 849.00</del>	\$ 866.00	\$ 883.00	\$ 901.00
<u>Band Director/Concert Band</u>	<u>\$20,000.00</u>	<u>\$20,400.00</u>	<u>\$20,808.00</u>	<u>\$21,224.00</u>

**Others****~~2013-2014~~ 2014-2015 2015-2015 2016-2017**

Activities that meet one (1) time per week in a 10-week period	<del>\$ 371.00</del>	<u>\$ 378.00</u>	<u>\$ 386.00</u>	<u>\$ 394.00</u>
Activities that meet two (2) times per week in a 10-week period	<del>\$ 477.00</del>	<u>\$ 487.00</u>	<u>\$ 497.00</u>	<u>\$ 507.00</u>
Activities that meet three (3) times per week in a 10-week period	<del>\$ 583.00</del>	<u>\$ 595.00</u>	<u>\$ 607.00</u>	<u>\$ 619.00</u>
Activities that meet four (4) or more times per week in a 10-week period	<del>\$ 690.00</del>	<u>\$ 704.00</u>	<u>\$ 718.00</u>	<u>\$ 732.00</u>

A reasonable attempt shall be made to retain teachers for the above-named positions from among School District 152 certified personnel before going to a non-bargaining unit member or outside the School District. No teacher will be forced to perform extra-duty assignments, nor will any teacher be forced to give up a portion of their planning or instructional time.

3. Reimbursement shall be made twice during the school year, in December and June, at dates scheduled by the Superintendent.
4. Previous letters of agreement regarding extra-duty pay are eliminated.
5. Hourly stipends for activities before/after school (i.e. training, etc.) which are approved by the Superintendent or his/her designee will be paid according to the following schedule:

**Year****Hourly Rate**

~~2011-2012~~2014-2015  
~~2012-2013~~2015-2016  
~~2013-2014~~2016-2017

\$30.00  
\$30.00  
\$30.00

**6. National Board Certification**

Upon completion of the National Board Certification, a teacher will receive a one (1) time stipend of \$3,000.00

## **ARTICLE XI**

### **FRINGE BENEFITS**

#### **A. Insurance**

1. The Board shall provide not more than the following amounts per month to each member of the bargaining unit which must be utilized for employee hospital and major medical coverage, and \$20,000 employee term life.

<del>July 1, 2011, to December 31, 2011</del>	<del>\$400 per month</del>
<del>January 1, 2012, to December 31, 2012</del>	<del>\$425 per month</del>
<del>January 1, 2013, to December 31, 2013</del>	<del>\$450 per month</del>
<del>January 1, 2014, to June 30, 2014</del>	<del>\$475 per month</del>

<u>Individual Insurance</u>	
2014-2015	\$ 500.00
2015-2016	\$ 525.00
2016-2017	\$ 550.00

<u>Member +1</u>	
2014-2015	\$ 650.00
2015-2016	\$ 675.00
2016-2017	\$ 700.00

<u>Family</u>	
2014-2015	\$ 950.00
2015-2016	\$ 975.00
2016-2017	\$1,000.00

NOTE: All teacher retirement contributions required for the above Board contributions shall be made by the teacher from payroll deduction. Any teacher who does not choose either coverage offered above shall forfeit his/her entitlement to the noted Board contribution.

2. Any dollar amounts from the above-referenced monthly payment not utilized to purchase employee hospital and major medical coverage, and \$20,000 employee term life may be utilized for:
  - a. Dependent coverage;
  - b. Purchase of annuities;
  - c. Purchase of a dental plan
3. All amounts over and above the monthly stipend necessary to fund those items in Items A-1 and 2. above shall be deducted from payroll. No cash transactions shall be allowed. All employees shall be on a twenty-six (26) pay period plan. Any increase in coverage cost in excess of the Board contribution above on any part of the plan so described herein during the



current contract period shall be paid by the employee through payroll deductions and such deductions are hereby authorized.

4. The Board provided benefit program shall be for twelve (12) consecutive months or until the following August 31, whichever occurs sooner; however, the District's responsibility for payment shall terminate as of the last day of employment subject to the following exceptions:
  - a. Any person who completes the full school term and is not returning for the next school term and who makes an official resignation not later than June 15 shall have the benefit program continued to August 31 of the current year;
  - b. Those persons resigning or leaving after the last day of teaching and who have not complied with the June 15 notification date shall have an amount of money equivalent to that paid by the District for the benefit program during the period from the last day of teaching to the date of departure deducted from their pay.

**B. Insurance Advisory Committee**

An insurance advisory committee consisting of not more than six (6) persons will be created. Not more than three (3) members may be appointed by the Board and not more than three (3) members may be appointed by the Association.

This group will meet monthly or more frequently if needed and will be chaired by the business manager who may be a representative for the Board. The purpose of the committee is to study and advise the Administration regarding the insurance coverage that may affect members of the bargaining group. (Health and major medical, life, dental, vision, long-term disability insurance).

For voting purposes, one (1) vote will be allowed for the Board's representative and one (1) vote for the Association's representative - not one (1) vote per person. The committee will meet at times other than scheduled working hours.

- C.** The Board shall establish a flexible benefit plan by January 1, 1994.

**D. Retirement Incentive**

**1. Eligibility**

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

- a. Completed at least 15 years of full-time teacher service (or the equivalent thereof) in the District; and

- b. Considered by the Illinois Teacher's Retirement System ("TRS") to be age 55 on the date of the teacher's retirement; and
- c. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, ~~2014~~2017, provided, however, that this retirement program shall not be available to any teacher whose retirement requires the District to make an employer/Board contribution or payment of any kind to TRS. For example, a teacher may participate in the Modified Early Retirement Option, or this District program, but not both. Further, a teacher may not participate in this District program if he/she receives an increase in his/her creditable earnings that exceeds six percent (6%) during and of his/her last four (4) years of District employment. Following receipt of a Letter of Intent to Retire, the Administration will advise a teacher in writing whether one of his/her last four (4) years of employment (based on the teacher's requested retirement date) exceeded a six percent (6%) increase in creditable earnings.
- d. Submitted a Letter of Intent to Retire as required below.

## 2. **Procedures**

In order to be eligible to participate in this retirement program, a teacher must have submitted a Letter of Intent to Retire to the Personnel Office, setting forth a retirement date at the end of a school year not later than June 30, ~~2014~~2017. The Personnel Office shall provide the teacher with a stamped filed copy of the letter. This Letter of Intent to retire must have been received by the Personnel Office on or before March 15, ~~2012~~2015, in order to receive a retirement benefit for that school year provided that the District will be permitted to increase the teacher's creditable earnings for the ~~2011-2012~~2014-2015 school year without incurring an employer contribution to the Illinois Teachers' Retirement System.

A teacher may rescind his/her letter of intent for any of the following reasons:

- a. The death or serious illness of a spouse, child or significant other;
- b. The loss of an anticipated post-retirement employment opportunity;
- c. The imposition by the Board of a limitation on the number of approved retirements;

- d. Other reasons as determined by the Board, provided such decision is non-precedential and non-reviewable.

### 3. **Benefit**

- a. **Stipend**

As a voluntary retirement benefit for bargaining unit members 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, not to exceed three (3) years, in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled. This increase will be granted beginning in the school year in which the teacher gives notice as provided above. For example, a teacher giving notice by March 15, ~~2012~~2014, will have his/her ~~2011-2012~~2014-2015 creditable earnings increased by 6% over the teacher's ~~2010-2011~~2013-2014 reported TRS creditable earnings, except as noted below.

A retiring teacher may receive no more than three (3) years of 6% creditable earnings increases under this program. It is the intent of the parties that the 6% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who chooses not 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 a creditable earnings increase of more than 6% over the teacher's prior year's creditable earnings.

Following a teacher's submission of a Letter of Intent to Retire, the Administration will provide each teacher with a summary of his/her District creditable earnings over the teacher's final five (5) years of employment in the District. Depending on the year that the teacher submits his/her Letter of Intent to Retire, said summary shall reflect the teacher's total District creditable earnings for school years prior to and subsequent to the Letter of Intent to Retire in order to provide the information for the last five (5) years. The summary will presume that the teacher will continue to perform all extra-duties for which any stipend was paid for the base year. An employee may request a meeting with the Business Office at

any time to review the summary of his/her District creditable earnings for the District's implementation of the creditable earnings increases provided under the Retirement Incentive.

b. Post-retirement Board Contribution Towards Medical Insurance

Following a teacher's retirement under this Retirement Incentive Program, the Board shall contribute up to \$5,220.00 per year for up to ten (10) years or until the teacher attains 65 years of age, whichever shall first occur, towards the cost of the teacher's major medical health insurance coverage with the Teachers' Retirement Insurance Program ("TRIP") or other non-District insurance program selected by the teacher.

#### 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 the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this Agreement.

#### E. Perfect Attendance

Certified staff who has perfect attendance – no absences or tardies during the school year – will receive ~~a bonus at the end of the school year. Personal Leave Days are not included.~~ special recognition at a meeting of The Board of Education

~~In order to determine the amount of the bonus received, a fund will be established at the rate of one day of substitute teacher pay times the number of members in the bargaining unit on a yearly basis. The fund will be divided equally among bargaining unit members who have perfect attendance for the year. Bonuses shall be used for classroom supplies and all teachers must present original receipts.~~

~~The bonus received has to be reported to the Teachers Retirement System (TRS) of the State of Illinois.~~

~~Retirees will receive reimbursement for classroom supplies in last year, up to "pool" amount, with original receipts. Retirees will receive their bonus in early August after they have retired.~~

#### F. Tuition Reimbursement

1. For coursework taken during the ~~2011-2012~~2014-2015 school year, the Board will provide each eligible teacher with tuition reimbursement for up to 12 hours of graduate level coursework as follows:
  - a. The coursework must be for graduate level credit from an educational institution accredited by a national accreditation association. Courses may not be taken on-line unless the on-line coursework is a required part of a graduate program pre-approved by the Superintendent or designee. Under no circumstances will video courses be eligible for reimbursement.
  - b. The coursework must be related to the teacher's professional assignment, or to an area of critical need designated and announced annually by the Illinois State Board of Education, as determined in the sole discretion of the Superintendent.
  - c. The coursework must be pre-approved by the Superintendent or designee, which approval or denial will be communicated to the teacher within two weeks of receipt of the request.

- d. The teacher must successfully complete the course by securing a final grade of "B" or "Pass," in the event the teacher is taking a Pass/Fail course. However, credit earned in a Pass/Fail course will not be credited to the teacher for purposes of horizontal movement on the salary schedule. Proof of final grade must be provided on an official transcript from the educational institution.
- e. Teachers may not be reimbursed for course credit beyond twelve (12) credit hours in any twelve month period from July 1 to June 30. Eligible, pre-approved coursework will be reimbursed at the actual tuition per credit hour rate, to a maximum of one hundred dollars (\$100.00) per credit hour, for a total possible maximum annual reimbursement of one thousand two hundred dollars (\$1,200.00) per teacher.
- f. Reimbursement requests may be submitted in ~~September~~August and February of the ~~2011-2012~~2014-2015 school year of this Agreement. Teachers who receive and accept reimbursement thereby agree to continue teaching in District 152 for the remainder of the school term in which the reimbursement is paid, plus the following full school term. For example, a teacher receiving reimbursement in September 2004, must teach the remainder of the 2004-2005 school term, and the entire 2005-2006 school term. Any teacher who fails to complete this service requirement consents to have the amount of tuition reimbursed deducted from his or her final wage payment.

- 2. For coursework taken during the ~~2012-2013~~2015-2016 and ~~2013-2014~~2016-2017 school years during a teacher's third year or greater in the District:

- a. Establishment of Fund

Beginning with coursework taken during the ~~2012-2013~~2015-2016 school year, the Board shall establish an annual fund for tuition reimbursement in the amount of \$15,600.00. This fund amount shall be available annually to reimburse tuition for graduate-level coursework completed each year during the term of this Agreement. Actual payment of the reimbursement shall not occur, however, until after September 30 of the following school year in accordance with the Reimbursement Procedures set forth below.

If all requests for reimbursements do not exceed the sum indicated above, then and only then shall all teachers submitting reimbursement requests receive the actual cost of tuition. In no case, will requests be reimbursed in excess of actual tuition paid, subject to b.(5) below.

If, however, the sum total of reimbursement requests exceeds the sum indicated above, subject to b.(5) below, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sum.

b. Eligibility

In order to secure such reimbursement, the teacher must meet each of the following criteria:

- (1) The coursework must be for graduate level credit from an educational institution accredited by a national accreditation association. Courses may not be taken on-line unless the on-line coursework is a required part of a graduate program pre-approved by the Superintendent or designee. Under no circumstances will video courses be eligible for reimbursement.
- (2) The coursework must be related to the teacher's professional assignment, or to an area of critical need designated and announced annually by the Illinois State Board of Education, as determined in the sole discretion of the Superintendent. In the case of coursework taken towards a Type 75 Certificate, to be eligible a teacher must have received an Excellent overall rating on his/her last evaluation prior to taking the Type 75 coursework, or have received a Proficient overall rating and have the written approval from a committee comprised of the Superintendent (or designee), HEA President and a Board member designated by the Board. In either case, the teacher must complete the coursework and obtain the Type 75 Certificate or be subject to repayment to the Board for any such coursework previously reimbursed. A committee comprised of the Superintendent and the Association President shall make a recommendation to the Board regarding whether a teacher should repay reimbursement for such coursework, but the Board shall make the final determination in its discretion. As a condition of his/her receipt of reimbursement for such coursework, the teacher shall agree to having the amount of tuition reimbursed deducted from his/her wages if he/she does not obtain the Type 75 Certificate, including his/her final wage payment if necessary to reimburse the Board.
- (3) The coursework must be pre-approved by the Superintendent or designee, which approval or denial

will be communicated to the teacher within two weeks of receipt of the request.

- (4) The teacher must successfully complete the course by securing a final grade of “B” or “Pass,” in the event the teacher is taking a Pass/Fail course. However, credit earned in a Pass/Fail course will not be credited to the teacher for purposes of horizontal movement on the salary schedule. Proof of final grade must be provided on an official transcript from the educational institution.
- (5) Teachers may not be reimbursed for course credit beyond twelve (12) credit hours in any twelve month period from July 1 to June 30. Eligible, pre-approved coursework will be reimbursed at the actual tuition per credit hour rate, to a maximum of one hundred twenty dollars (\$120.00) per credit hour, for a total possible maximum annual reimbursement of one thousand four hundred forty dollars (\$1,440.00) per teacher.
- (6) Teachers who receive and accept reimbursement thereby agree to continue teaching in District 152 for the remainder of the school term in which the reimbursement is paid. For example, a teacher receiving reimbursement in October 2013, must teach the remainder of the 2013-2014 school term. Any teacher who fails to complete this service requirement by voluntarily leaving their employment with the District consents to have the amount of tuition reimbursed deducted from his or her final wage payment.

### 3. Reimbursement Procedure

Teacher reimbursements shall be made twice annually, on March 31<sup>st</sup> and September 30<sup>th</sup>. Teachers requesting reimbursement on March 31<sup>st</sup> must submit suitable evidence of successful course completion for the same before ~~September 30 of the school year following completion of the graduate coursework.~~ February 28<sup>th</sup>. Teachers requesting reimbursement on September 30<sup>th</sup> must submit suitable evidence of successful course completion for the same before August 30<sup>th</sup>. Failure to submit the request for reimbursement ~~by September 30~~ as required herein will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement the teacher must return as a regular employee of School District 152 the September following completion of their coursework.



## **ARTICLE XII**

### **FAIR SHARE**

- A.** Each employee eligible for membership in the bargaining unit as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association including local, state and national dues so long as the Association remains a local of the unified union organization. In the event the local Association elects to remove itself from the IEA-NEA status, this provision shall terminate and be held for naught.
- B.** In the event the bargaining unit member does not pay his/her own fair share directly to the Association by the appropriate dates as provided in paragraph A herein and upon notice in writing by the Association to the Board or their designee, the Board shall deduct the fair share fee from the wages of the eligible employee. Such deduction shall be subject to all provisions of the Collective Bargaining Agreement and to paragraph E as provided herein. Such indemnification provision in paragraph E below shall not be subject to the grievance procedure of this Agreement by the Association. However, nothing shall preclude any individual employee who is eligible to become a member of the bargaining unit from utilizing the grievance procedure as provided herein.
- C.** Such fee upon proper deduction shall be paid to the Association at the next regular payroll period. However, such payment may be delayed in the event accounting delays are indicated by the Board. However, the Board shall forward such payment to the Association not later than thirty (30) days following the deduction. Such payment may be delayed in the event accounting problems develop and are indicated by the Employer. It is intended such fee, absent objection, shall be conveyed by the Board with the regular dues deduction payment.
- D.** The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.

  - 1.** The Association agrees to indemnify and hold the Board employer harmless against any and all claims, demands, suits, and fees, including legal fees, that may arise as a result of a suit or claim regardless of merit made by any employee who is required to pay a fair share contribution as per Article XIII of the Collective Bargaining Agreement. Further, the Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and fees, including legal fees, that may arise out of any suit or claim made against the Board employer or any of its employees who in reliance on Article XIII of the Collective Bargaining Agreement (fair share)

is required to respond to or appear before any local, county, state or federal agency or political subdivision thereof on any matter relating to fair share deduction or relating to performance by the Board or any of its employees in compliance with Article XIII of the Collective Bargaining Agreement. Further, the Board shall not be a party nor be required to enforce any internal IEA-NEA policies relative to fair share or fair share dissenters, the posting of any notices or communicating any of the rights of employees or for the implementation, notice or revocation of any fair share information generated by the collective bargaining agent. It is expressly agreed that the only obligation of the Board employer shall be to advise the employee of an existing collective bargaining contract and recommend that they seek a copy of said contract from the collective bargaining agent. It shall not be the responsibility of the Board employer to in any way interpret any portion of the Collective Bargaining Agreement including Article XIII (fair share) to any past, present or future employee of the District.

2. The Employer shall give adequate notice of any action or claim to the Association in order to permit the Association to defend such claim or action through its own counsel at its own expense. The Employer shall cooperate with the Association and its counsel in obtaining and giving evidence, obtaining witnesses and making relevant subpoenaed information available at both trial and appellate levels.

## **ARTICLE XIII**

### **MUTUAL RESERVATION OF RIGHTS**

**A.** The parties intend the different sections of this Article to be understood and implemented in conjunction with each other.

**B. Employee Rights**

1. The employer hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Illinois and of the United States, the County of Cook, the State of Illinois, and regulations of the State Board of Education and any resolutions passed by the Board of Education except as expressly limited by this Agreement. The employer retains the sole right and authority to operate and direct the affairs of the District in all its various aspects except as expressly limited by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers and by boards of education in the State of Illinois, except such as are expressly limited by this Agreement, are reserved to and remain vested in the employer including, but not limiting, the right to determine the mission of the District and to set standards of service offered to the taxpayers of the District; to plan, direct, and determine the operations of the District; to employ, direct, manage, promote, demote, discipline, assign and/or transfer or refrain from transferring employees to the extent permitted by this Agreement; to discharge for just cause or to relieve and/or suspend employees from duty for legitimate reasons; to make and enforce reasonable rules and regulations not inconsistent with this Agreement.
2. The employer may fully exercise its management rights to the extent such rights are not expressly modified by this Agreement, but shall not exercise its rights in a manner that is unreasonable, arbitrary or capricious. Failing to exercise a right shall not be deemed to prevent the employer from exercising that right in the future, Subject to the other provisions of this article, exercising a right in a particular manner shall not prevent the employer from exercising that right in a different manner in the future.

**C. Teacher Rights**

1. Subject to the other provisions of this article, the teachers hereby reserve the right to teach using their professional judgment as to what is appropriate practice provided that this practice is consistent with the Board approved instructional program. Neither the Board nor the Association shall arbitrarily limit or interfere with the study; investigation and presentation of appropriate facts as provided in the Board approved instructional program. Teachers shall have the right to keep copies of their lesson plan books at the expense of the District.

2. Subject to the provisions of this Article and other reasonable rules and regulations of the Board of Education, county, state and federal educational authorities, the teacher shall be encouraged to demonstrate creativity, flexibility, innovation, and competence as defined in the evaluation program, Article IX, in the process of instruction, in the use of supplementary materials, in the arrangement of his/her classroom, and in the overall delivery of the instructional program consistent with the long-term and short-term goals of the Board.
3. All terms and conditions of employment, including wages, hours and terms and conditions of employment, shall be maintained at not less than the highest minimum standards in effect for such bargaining unit members at the time this Agreement is executed. Nothing contained herein shall be interpreted or applied to deprive bargaining unit members of additional professional or occupational advantages enjoyed at the time of execution of this Agreement.
4. Any individual employment agreement entered into between the employer and a newly employed teacher shall be consistent and subject to the terms and conditions of this Agreement.

**ARTICLE XIV**  
**NO STRIKE CLAUSE**

The Association agrees that it will not during the period of this Agreement directly or indirectly engage in a strike or withhold services.

## **ARTICLE XV**

### **SEVERABILITY**

If any section, paragraph, clause, phrase or part of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this Agreement; and the application of these provisions to any person or circumstances shall not be affected thereby.

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

**ARTICLE XVI**  
**AMENDMENTS AND/OR CHANGES**

Either party desiring changes in this Agreement shall give written notice to the other party of such desired changes with such notice to be issued between January 1 and March 30. If the other party disagrees with such changes, then the procedures enumerated under Article IV, Section D, shall be followed to resolve such differences.

**ARTICLE XVII**  
**FINAL DETERMINATION**

The Association recognizes that the School District in accordance with the provisions of the School Code of the State of Illinois shall be governed by the Board of Education and that the Board of Education cannot lawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this Agreement to violate any section of School Code, the laws of the State of Illinois or of the USA.



**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

This Agreement shall become effective July 1, ~~2011~~2014, upon acceptance by the Association and by the Board. It shall remain in force through June 30, ~~2014~~2017.

It is further understood that all sections of this Agreement shall be firm for a period of three (3) years and no changes are to be proposed therein prior to January 1, ~~2014~~2017.

It is understood that this Agreement, and any amendments to it, shall have the effect of binding future Boards of Education, as well as future Administration of the Harvey Education Association.

BOARD OF EDUCATION - SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**RE: HARVEY EDUCATION ASSOCIATION USE OF BUILDINGS AND EQUIPMENT**

The Board of Education (Board) of District 152 will permit the Harvey Education Association (Association) use of buildings and equipment with no rental fee as provided by Policy Sections 801.2(b), 802.4, 802.6, and 804.1(g).

The use of the buildings shall be limited to:

1.     Association Executive Board Meetings  
  
Third Thursday of each month during the school term beginning at 3:30 p.m. and ending no later than 6:00 p.m. at the junior high school.
2.     Association General Membership Meetings  
  
Projection of no more than three (3) meetings during the school term beginning at 3:30 p.m. and ending no later than 6:00 p.m. at the junior high school.
3.     Association Committee Meetings  
  
Projection of no more than six (6) meetings during the school term beginning at 3:30 p.m. and ending no later than 4:30 p.m. in the elementary (K-6) schools.

The use of the equipment is limited to xerox (copying) machine:

1.     The members of the Association Board of Directors are the only persons authorized to use the copying machine.
2.     Copying of Association material shall occur outside of the regular school day and the Association shall log its paper use on a separate log sheet and reimburse the school on a monthly basis. Reimbursement of paper used shall be given to the principal or designee.

Procedure for submitting a request for building use:

1.     The Association president shall submit a letter of request to the superintendent or designee during the first two (2) weeks of the school term along with a school term calendar which provides the dates of:
  - a.     Association Executive Board Meetings
  - b.     Projected or actual dates for General Membership Meetings.
2.     Requests for the use of buildings for Association Committee Meetings, except for the Grievance Committee, or requests for changes in Association Executive Board or General Membership Meeting dates shall be submitted to the superintendent or designee seven (7) working days before the proposed meeting date.
3.     Association Grievance Committee Meeting requests may be communicated orally by the chairperson of the Grievance Committee to the principal of the school where the meeting is to be held. The principal is authorized to approve Grievance Committee Meetings.
4.     Written approval of building use shall be sent to the Association president by the superintendent or designee within three (3) working days.

Monitoring, review and evaluation of Association use of building and equipment.

1. Data relative to the use of buildings and equipment for the 1992-93 school term shall be reviewed by the superintendent or designee with a report to the Board at the June 1993 Board Meeting.

BOARD OF EDUCATION, HARVEY PUBLIC  
SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING ARTICLE VII**  
**DUTIES, FACILITIES AND EQUIPMENT (SECTION J.)**

The Board of Education and Association agree to immediate implementation of the following:

1. In all schools, the teachers' normal scheduled work day shall start at 8:15 a.m. and end at 3:10 p.m., inclusive of planning and lunch period. The normal students' day shall start at 8:50 a.m. and end at 3:00 p.m.
2. For all Pre-K teachers, the normal scheduled work day shall start at 7:50 a.m. and end at 2:45 p.m., inclusive of planning and lunch period. The normal morning students' day shall start at 8:15 a.m. and end at 10:45 a.m. The normal afternoon students' day shall start at 11:45 a.m. and end at 2:15 p.m.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING ANNUAL SCHOOL CALENDAR**

The Association president will be given a copy of the proposed school calendar for the next year prior to the Board's adoption. The proposed calendar will be provided at least two (2) weeks, or sooner, prior to the Board meeting for adoption.

The Association will survey its membership and report the results thereof to the superintendent and Board at least one (1) week prior to the Board meeting.

BOARD OF EDUCATION - SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING LUNCH ROOM SUPERVISION**

The Association and Board agree that the Board may utilize non-bargaining unit members (supervision monitors) to perform lunchroom supervision duties.

Article X, Section I, shall remain unchanged and shall apply to any bargaining unit members utilized for lunchroom supervision.

BOARD OF EDUCATION - SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

2012 NOTE: Due to user-friendly revamping, the reference above (Article X, Section I) is now Article X, Section D in the 2011-2014 contract.

**LETTER OF UNDERSTANDING REGARDING JOINT LABOR-MANAGEMENT COMMITTEES**

1. The following committees are established:
  - a) Incentives Committee
  - b) Professional Development Committee (see attached Exhibit A).
  - c) District's Parent-Teacher Advisory Committee on Discipline
  - d) Ethics and Standards Committee (see attached Exhibit B)
  - e) Learning Environment and Climate Committee (see attached Exhibit C)
2. Whenever possible, the Board shall work in cooperation with the HEA in the interviewing and selection process of new administrators for the District.
3. A teacher/administrator conference is a courtesy, which will be afforded to teachers who are reassigned/transferred between buildings.

The parties understand and agree that the terms of this Side Letter of Agreement are not subject to the grievance/arbitration provisions of the Master Agreement.

BOARD OF EDUCATION - SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

ATTEST:

\_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING**  
**TEACHER EVALUATION COMMITTEE**

A Teacher Evaluation Committee consisting of not more than ten (10) persons will be created. Up to five (5) members shall be appointed by the Superintendent and five (5) members shall be appointed by the Association. The Associations' five (5) members shall represent various teacher concentrations (e.g., primary, intermediate, middle school, resources, etc.). The Committee shall meet as frequently as needed and will be co-chaired by each represented group.

The Committee will review existing evaluation procedures and instruments.

The Committee shall be in place by October 1, 2007, and shall make recommendations to the Board and Association on or before February 1, 2008.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_



## **LETTER OF UNDERSTANDING BILINGUAL EDUCATION**

The Board of Education and the Harvey Education Association agree as follows:

1. The Learning Environment and Climate Committee will be activated to complete the following tasks:
  - a. Review the Bi-Lingual program and make recommendations for consideration to the Administration and Parent Advisory Committee;
  - b. Recommend ways to recruit and use parent volunteers in the Bi-Lingual program;
  - c. Create a system for articulation among Bi-Lingual program teachers, special education teachers and regular education teachers;
  - d. Outline a process to be used by all District teachers for ordering instructional materials. Any such program will require that all requests submitted be in writing on a form developed by the Committee.
2. The Bi-Lingual Parent Advisory Committee will invite interested teachers and administrators to its quarterly meetings to provide input regarding program implementation.
3. The District will explore alternative funding sources for the Bi-Lingual program, including asking the District's Educational Foundation to explore such sources through its grant-writing relationship with Funding Connections, Inc.
4. The District will provide instructional materials to the bi-lingual teachers in a timely fashion.

BOARD OF EDUCATION, HARVEY PUBLIC SCHOOL  
DISTRICT NO. 152

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF AGREEMENT**  
**SPECIAL EDUCATION**

In an effort to resolve the issues raised during the July 2004 negotiations regarding the topic of special education, the Board, Administration and the HEA agree as follows:

1. The District will use its best efforts to begin the scheduled in-service training for members of the bargaining unit regarding special education policies and procedures, inclusion of special education students, classroom management involving special education students, paperwork required regarding special education students, the use of staff in the special education program, and the requirements for special education students around the Illinois Student Achievement Test (ISAT).
2. The HEA and the Administration will attempt to survey other school districts to explore options in an effort to recruit and retain fully certified special education teachers.
3. The HEA and the Administration will explore additional and alternative funding sources to support the special education program.
4. The District will develop a mentoring program for new special education teachers.
5. The District and the HEA will explore alternative forms of ability groupings with respect to special education students.
6. The special education parent advisory committee will invite interested teachers and Administrators to its meetings to provide input regarding the implementation of the special education program.
7. The District will continue to implement a "grow our own" program in an attempt to develop fully certified special education teachers from the pool of current District employees.

BOARD OF EDUCATION, HARVEY PUBLIC SCHOOL  
DISTRICT NO. 152

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING ARTICLE VIII. LEAVES**  
**(SECTION I. Sick Leave Bank)**

The Board of Education and Association agree to the following:

1. The Sick Leave Bank Committee shall convene during the first semester of the 2007-2008 school year to consider the following:
  - a. a process for designating days from the Sick Leave Bank for use by those staff members who have exhausted their sick leave and otherwise do not qualify for use of the Sick Leave Bank, provided that any such process requires unused days be returned to the Sick Leave Bank.
  - b. a process for allowing staff members to donate additional days for use by staff members who have exhausted their sick leave and otherwise do not qualify for use of the Sick Leave Bank.
2. The Sick Leave Bank Committee shall make its recommendations to the Board and Association for approval, if any, by January 31, 2008.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Date signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING REGARDING SUPERVISION OF STUDENTS**  
**AT GWENDOLYN BROOKS MIDDLE SCHOOL**

The Board of Education and Association agree as follows:

1. The ongoing design team at Gwendolyn Brooks Middle School ("Brooks") shall meet in September 2007 to review options for improving supervision of Brooks' students at the start and end of each school day.
2. The Brooks design team shall make its recommendations to the ongoing joint committee on District procedures in October 2007. The joint committee shall make its first phase of recommendations to the Board and Association by January 31, 2008.
3. In reviewing their options and formulating recommendations, the Brooks design team shall consider the feasibility of the following:
  - a. formalizing procedures regarding supervision of students in the school gym at the start and end of the school day;
  - b. having four people supervising students in the gym;
  - c. developing training for staff to improve supervisory skills;
  - d. obtaining assistance from the Harvey Police Department (e.g., having an officer(s) circulate the building grounds at the beginning and end of each school day);
  - e. improving communication between the building principal and staff regarding student supervision concerns;
4. The recommended plan shall be equitable and all-inclusive.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

## **LETTER OF UNDERSTANDING REGARDING SCHOOL SAFETY**

The Board of Education and Association agree as follows:

1. The ongoing design teams in each school building shall meet in September 2007 to review options for improving school safety. These meetings shall be convened by each school's principal and design team chairperson.
2. The ongoing joint committee on District procedures shall meet in October 2007 to review options for improving school safety. A design team representative from each school building shall also be present for this meeting. The joint committee shall make its first phase of recommendations to the Board and Association by January 31, 2008.
3. In reviewing their options, the design teams and joint committee shall consider the feasibility of the following:
  - a obtaining a "Safe School" grant;
  - b obtaining assistance from the Harvey Police Department (e.g., drive by patrols at the beginning and end of each school day);
  - c implementing policies and/or practices to increase parent and community involvement on safety issues;
  - d retaining an outside consultant to review current policies and practices and suggest new ideas for improving school safety; and
  - e reinforcing current safety practices and procedures with all school staff at the start of the school year or on Institute Day.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Re: K-1 Class Size**

The Board of Education of Harvey School District 152 and the Harvey Education Association, IEA-NEA, believe and support the following concepts related to K-1 Class Size:

1. That the use of cross-age tutoring may assist in maintaining effective District kindergarten and first grad programs.
2. That the use of senior citizen volunteers who are trained and subjected to background checks may assist in maintaining effective District kindergarten and first grade programs.
3. That encouraging parents and legal guardians to send children to pre-school programs may assist in maintaining effective District kindergarten and first grade programs.
4. That continuing to provide teachers professional development may assist in maintaining effective District kindergarten and first grade programs.
5. That exploring "Adopt-a-School" programs may assist in maintaining effective District kindergarten and first grade programs.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary  
Date signed: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Re: Security Cameras**

THE Board of Education of Harvey School District 152 and the Harvey Education Association, IEA-NEA, agree that District security cameras shall not be used for staff discipline unrelated to safety.

BOARD OF EDUCATION – SCHOOL DISTRICT NO. 152

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

Date signed: \_\_\_\_\_

HARVEY EDUCATION ASSOCIATION, IEA-NEA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date signed: \_\_\_\_\_

## **LETTER OF UNDERSTANDING**

### **Re: Evaluation Instrument**

The Board of Education of Harvey School District 152 ("the Board) and the Harvey Education Association ("the HEA), after convening a committee of Administrative and HEA representatives during June 2012 to review the Evaluation Instrument for members of the HEA bargaining unit, desire to enter into this Letter of Understanding ("LOU") regarding a new Evaluation Instrument. The Board and the HEA therefore agree as follows:

1. The Evaluation Instrument shall not be included in the new Master Contract for 2011-2014.
2. District Administrators shall utilize the new Evaluation Instrument attached hereto as Exhibit 1 to evaluate HEA bargaining unit members beginning with the 2012-2013 school year.
3. Either the Board or the HEA may submit a written request to the other that the Evaluation Instrument be reviewed or revised. In the case of such written request, a committee comprised of an equal number of representatives designated by the Board and the HEA will be convened within fifteen (15) days to review and/or consider revisions to the Evaluation Instrument. The committee shall issue one or more written recommendations, along with a suggested implementation date(s) for each recommendation, to the Board and the HEA within sixty (60) days of the written request for review or revision.
4. Following receipt of the written recommendation(s) from the committee, the adoption of any of the recommendations is subject to the approval of the Board and the HEA. Changes agreed to by the Board and the HEA shall be implemented as recommended by the committee or as otherwise agreed by the Board and the HEA. If one or more recommendations are not approved by the Board and the Association, such recommendations shall be deemed tabled until negotiations for the next Master Contract.

Board of Education of Harvey  
School District No. 152

Harvey Education Association

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **PROFESSIONAL DEVELOPMENT COMMITTEE**

A Professional Development Committee consisting of not more than six (6) persons will be created. Not more than three (3) members may be appointed by the Board and not more than three (3) members may be appointed by the Association. At least one (1) member of the Professional Development Committee shall be a member of the Institute Committee. This group will meet as frequently as needed and will be co-chaired by each represented group.

The purpose of this Committee is to set up criteria to meet the educational goals of the District and provide professional growth opportunities for the staff.

## **EXHIBIT B**

### **ETHICS AND STANDARDS COMMITTEE**

An Ethics and Standards Committee consisting of not more than ten (10) persons will be created. Not more than five (5) members may be appointed by the Superintendent and not more than six (6) members may be appointed by the Association. This group will meet as frequently as needed and will be co-chaired by each represented group.

The purpose of this Committee is:

- a) To develop a Code of Ethics for Administrators and Teachers;
- b) To develop a Student Code of Conduct.

The Committee shall make recommendations to the Board and Association for approval prior to implementation.

## **EXHIBIT C**

### **LEARNING ENVIRONMENT AND CLIMATE COMMITTEE**

A Learning Environment and Climate Committee consisting of not more than ten (10) members will be created. Not more than five (5) members may be appointed by the Superintendent and not more than five (5) members may be appointed by the Association. This group will meet as frequently as needed and will be co-chaired by each represented group.

The purpose of this Committee is:

- a) To develop recommendations regarding implementation of the P.E.P. project;
- b) To develop K.E.Y.S data and recommend use and implementation regarding District programs;
- c) To share and implement school "safety plans";
- d) To develop and recommend implementation of methods to work cooperatively with parents and to identify barriers to school/community cooperative relationships;
- e) To develop a list of recommended training sessions For example:
  - Cultural diversity
  - Sensitivity
  - Anger Management
  - Stress Management
  - Classroom Management
  - Learning Styles Communication Styles
  - Parenting Skills
  - Trust Building
  - Dealing with Difficult Situations/People
- f) To develop a list of recommended teacher support systems.

The parties understand and agree that the terms of this Side Letter of Agreement are not subject to the grievance/arbitration provisions of the Master Agreement.

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