



**Libertyville Elementary Schools
District No. 70
Libertyville, Illinois**

Professional Negotiations Agreement

2018 - 2019

2019 - 2020

2020 - 2021

2021 - 2022

2022 - 2023

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**AGREEMENT BETWEEN BOARD OF EDUCATION DISTRICT
NO. 70
and
LIBERTYVILLE EDUCATION ASSOCIATION, IEA/NEA**

ARTICLE I RECOGNITION

A. General

The Board of Education, hereinafter referred to as the “Board”, recognizes **the Libertyville Education Association, IEA/NEA**, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all full time and regularly employed part-time licensed teachers of the district in matters contained in this Agreement. For purposes of this Agreement, the terms “Teacher” and “Bargaining Unit Member” shall be synonymous.

B. Substitute Teachers

The parties agree that substitute teachers employed one hundred twenty (120) or fewer consecutive teacher workdays are non-bargaining unit substitute teachers.

C. Partial-Year Teachers

Any teacher employed more than ninety (90) consecutive teacher work days, but not more than the balance of any school year, shall be considered a partial year teacher and member of the bargaining unit for all purposes, except that such teachers (1) shall be compensated prospectively on the ninety-first (91st) consecutive teacher work day, in accordance with the placement criteria the Board has used historically for all other regularly employed teachers; and (2) shall not be entitled to tuition reimbursement.

ARTICLE II PRINCIPLES

Professional employees shall have the right to form or join, or not to join, professional employees’ organizations and to participate in professional negotiations with the School Board through representatives of their own choosing without fear of reprisal or reprimand.

ARTICLE III PROCEDURES

A. Committee Membership

Designated representatives of the Board, and designated representatives of the Association shall constitute a joint negotiating committee. Neither team will have more than nine members at the negotiation table at any session.

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations and to reach tentative agreements. When tentative agreement is reached on all matters being negotiated, the written agreement will be submitted to the Association membership for ratification and the full Board for adoption. Individual teacher's contracts will not conflict with this agreement.

B. Meetings

If either party requests negotiations, such negotiations shall begin April 15, unless both parties agree to an alternate date, with meetings to be held as necessary at times and places to be agreed upon by the parties.

C. Information

The Association shall be furnished on request, all regularly and routinely prepared information concerning the financial condition of the school district including annual financial statement, the adopted budget, and agenda and minutes of all Board Meetings. Nothing herein shall require the central administrative staff to research and assemble information.

The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board.

ARTICLE IV FAIR SHARE

Each bargaining unit member, as a condition of his/her employment, who has not authorized dues deduction on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall 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. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, upon written notice from the Association the Board shall deduct the fair share fee from the wages of the non-member on the same basis as dues are deducted from the members. The Board shall pay such fee to the Association no later than ten (10) days following deduction.

Annually, no later than the opening of the school term, the Association shall certify the amount of this fair share fee which fee may not include any fees for contributions related to the election of support of any candidates for political office, nor may such fair share fees exceed the dues uniformly required of Association members.

Any teacher who based upon bona fide tenets or teaching of a church or a religious body of which such teacher is a member dissents from payment of the fair share to the Association shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the teacher affected and the Association.

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

1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages, attorney's fees and costs imposed by, or incurred as a result of, a final judgment of a court or administrative agency, or a settlement as a direct consequence of the Board's compliance with this section.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's negligent execution of the obligations imposed upon it by this section.

ARTICLE V EMPLOYEE AND ASSOCIATION RIGHTS

Each teacher shall have the right, upon the giving of reasonable notice, to review the content of his/her personnel file. Such review shall occur during normal business hours. A designated employee of the Board may be present during such review. The right of review shall not include confidential recommendations from other employers or persons, nor confidential data furnished by institutions of higher learning.

When ever any item(s) which could lead to disciplinary or discharge action against a teacher is (are) placed in any personnel file within the District, the teacher shall promptly be given a copy of said item(s) together with notice that said item(s) has (have) been placed in the teacher's file and shall be entitled to attach a reply. No materials, which may be used for punitive action, shall be placed in the personnel file if thirty (30) school days have elapsed from the date upon which the administration obtained knowledge of the occurrence that led to the complaint.

The Board shall deduct from every employee's pay the dues of the Association and dispense such dues in accordance with the employee's executed authorization form provided by the Business Office in agreement with the Association.

The Director of Human Resources shall notify teachers when official transcripts are delivered to the District by or at the request of the teacher. In the event that a teacher's official transcript is lost while in the custody of the District, the District shall, at its expense, replace the lost document.

The Association President upon request shall have access to information that impacts working conditions except such items as confidential memos, closed session minutes, the District's collective bargaining notes, attorney/client documents, etc.

ARTICLE VI BUILDING AND FACILITY USE

The Association must obtain authorization in advance for building or facility use from the appropriate building administrator.

The Association will be permitted to hold general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program, and provided that if such meetings entail additional maintenance or custodial expenses to the district, the Association will reimburse the school district for those costs.

The Association will be permitted to use faculty mailboxes and e-mail for appropriate announcements relating to the conduct of the Association's business on behalf of the members of the Association, so long as this procedure does not interfere with the normal conduct of school business. Copies of all materials placed in mailboxes or distributed via District 70 email by the Association shall be forwarded to the Superintendent.

Consistent with Board Policies and applicable law, Association political communications, election- or referendum-related activities, endorsement of candidates or ballot questions should not be conducted on District time or utilizing District facilities, mailboxes, email or telephones, provided that one-time or incidental or accidental violation of this provision shall not constitute a breach of this Agreement nor subject a person to discipline other than a warning that subsequent violations may lead to discipline.

The Principal in each building shall designate and make known to the Association President the official posting place in such building for District material. This provision shall not preclude multiple posting of such material at additional places in the District.

The Association shall be provided with bulletin board space in each school in the faculty lounge or work area. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business.

Teachers shall have access to their building on a daily basis during the school year. Access to all buildings during the summer will be available during custodial hours based on availability and in consideration of construction or renovation, which may preclude access. If there will be significant construction or renovation during the summer recess, building principals will notify staff via email defining the scope of the work and known timelines. Teachers needing to work in classrooms during non-custodial hours in the summer can make arrangements with the building principal or with district office administration.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by the Association, teacher or group of teachers that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

B. Statement of Basic Principles

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance, and may have a representative present at the meeting which precedes the final disposition of a written grievance, which disposition shall not be in conflict with any of the terms or conditions of the Agreement. Any final disposition of grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.

7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and assigned responsibilities of the teaching staff.
8. All time limits shall consist of school days except during the last two weeks of the school year, during which period time limits shall refer to calendar days.

C. Procedures

1. **First Step.** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his immediate superior.
2. **Second Step.** If grievance cannot be resolved informally, grievant(s) shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal. The written grievance must state the nature of the grievance, note the specific clause or clauses of the agreement allegedly violated, and state the remedy requested. Any grievance filed by the Association or a group of teachers must specifically state by name each teacher included within the grievance, the nature of the grievance and the remedy sought for each such teacher at the Step 3 meeting. The filing of the grievance at the second step must be within 15 school days from the date of the occurrence of the event giving rise to the grievance. Grievances for matters pertaining to payroll shall have their 15-day time period begin with the receipt of the initial paycheck involved in the grievance. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher(s) and the Superintendent within ten (10) school days, with a summary of reasons for the decision.
3. **Third Step.** In the event a grievance has not been satisfactorily resolved at the second step, the grievant(s) shall file, within five (5) school days of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or his designee, shall meet to resolve the grievance. The Superintendent, or his designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant(s), the principal, and the Association, with a summary of reasons for the decision.
4. **Fourth Step.** If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, within 30 days from receipt of the Step 3 answer, a demand for arbitration to the American Arbitration Association, which shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties. The Arbitrator shall have no right to

amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific violation(s) of the agreement alleged at Step 3 and any issue raised in management's responses and shall have no authority to make any decision or recommendation on any other issue. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. Expenses for the Arbitrator's services shall be borne equally by the District and the Association.

ARTICLE VIII EVALUATIONS

A. Guidance

Teacher evaluation will be governed by Section 24A of The School Code, the Performance Evaluation Reform Act and Senate Bill 7. The components of the Teacher Performance Evaluation System for tenured and non-tenured teachers are established by the joint Board/LEA Committee on Evaluation. The administration will consult with the Association when changes in the evaluation procedure/instrument are being considered.

B. Timelines

Within four (4) weeks of the beginning of each school term, the administration shall acquaint teachers with the teaching evaluation procedures and instruments. No formal classroom observation shall take place until such orientation has been completed.

A tenured teacher shall be formally evaluated in writing at least once every two (2) years. Part-time teachers who have served in the same teaching assignment for four or more years shall also be evaluated on this schedule.

A non-tenured teacher shall be formally evaluated in writing at least two (2) times during each of the first two (2) years of employment. There shall be at least thirty (30) workdays between the first formal evaluation and the last formal evaluation. During years three (3) and four (4), at least one formal evaluation shall be written for each year.

The teacher may put any additional comments in writing and have them attached to the written formal evaluation report to be placed in the teacher's personnel file and/or stored electronically. The formal evaluation report signed by both parties shall be made available to the teacher through either physical or electronic means, as current practice may dictate. The content of an evaluation is not grievable; however, the Association retains the right to grieve procedural violations.

ARTICLE IX REDUCTION IN FORCE OF TEACHING PERSONNEL

Reduction In Force actions will be conducted pursuant to the requirements of Article 24 of the Illinois School Code. Guidelines for Seniority and Reduction In Force for tenured and non-tenured teachers are contained in the associated Seniority Reduction In Force for Teaching Personnel Guidance Packet. The components of the Guidance Packet will be agreed upon by a joint Board/LEA committee, which will meet annually.

ARTICLE X CALENDAR

A. School Calendar

The Board shall notify each teacher of the dates and starting times, upon adoption of the yearly calendar, of not more than one curriculum night, one open house and four after school/evening parent conferences, which all teachers, including part-time teachers and job sharers, will be required to attend. In addition, all Kindergarten through 5th grade teachers will be required to attend not more than one evening musical or administrator-approved district evening event during the school year.

The Board shall establish records days consisting of one early release day prior to the end of each grading period.

B. Change of Calendar Dates

Any change in such dates and times must be mutually agreed upon between the Board and the Association unless 45 days notice is given by the Board to the Association President of the Board's intention to change such date or times; provided however, the 45 day notice shall not be required if the change of date and/or times results from severe weather or other Acts of God, in which case notice of the change shall be given as soon as reasonably possible.

C. Professional Development Calendar

The administration agrees to collaborate with the LEA on the Professional Development calendar to maximize use of time and substitutes as well as alleviate meetings during busy times during the school year. Any final decision regarding the school calendar lies with the administration.

ARTICLE XI CONFERENCE SCHEDULE

There will be two series of Parent-Teacher Conference dates scheduled each year, one in the fall and one in the spring. Conference dates will be determined annually in consultation with the Association. Teachers shall be entitled to a 30-minute dinner break during a conference block of 4 or more hours, and a 15-minute break during a conference block of less than 4 hours. All teachers, including part time teachers and job sharers, shall be in attendance during these hours.

Schedules for the conferences are as follows:

Early Childhood:

Day 1: Nine hours during and after school hours.

NO Early Childhood classroom student attendance on this day in order to accommodate conference schedules.

Day 2: Three hours of after school time.

Early Childhood speech students may attend on this day, schedule permitting.

Kindergarten through 5th grade:

Parent-Teacher conferences will consist of eight hours of after school time, to be conducted over two days. Early release of students will be required to accommodate this schedule.

6th – 8th grade:

Parent/Teacher conferences will consist of eleven hours of after-school time, to be conducted over two days. Early release of students will be required on both days in order to accommodate this.

ARTICLE XII WORKING CONDITIONS

A. Teacher Work Day

Preparation Time

The parties recognize that the length of the teacher workday, the amount of daily/weekly preparation time and student contact time are of great importance in the district. Changes from practices in effect on these items shall not be made without bargaining with the Association in order to assure that teachers in grades K-5 shall receive daily preparation time of not less than 30 consecutive minutes sometime during the student school day, excluding lunch time.

Principals may, at their discretion, and with reasonable prior notice, require staff to attend an occasional meeting during plan times, before the start of the student day, and/or at the end of the school day. Excluding regularly scheduled staff meetings, these morning meetings should start no earlier than 30 minutes prior to the current student start time, and last no longer than 30 minutes after student dismissal.

Privacy Areas

Privacy areas, conducive to carrying on private conversations with a student's parent or guardian, are to be maintained in each building for teacher telephone use.

B. Duty Free Lunch

All teachers will be entitled to a duty free lunch period as required by Section 24-9 of The Illinois School Code. Teachers' lunch periods shall be between the hours of 11:00 a.m. and 1:30 p.m. or during a regular student lunch period.

C. Student Bus Supervision

The Board or designee shall make student bus supervision assignments as follows:

1. First, the Board shall seek volunteers (teachers, non-certified staff, parents or others). If the number of volunteers exceeds the positions available, the Board shall determine who shall fill the positions. If teachers are selected, they shall receive the applicable stipend.
2. If the number of volunteers is insufficient, the Board shall make a good faith effort to employ non-certified employees to fill the remaining positions.
3. If the Board is unable to employ a sufficient number of non-certified employees, the Board shall have the right to assign teachers and pay them the applicable stipend.

D. Teacher Support System

Certified Staff Support

Certified staff who are required to participate in Case Study Evaluations may apply for release time for testing students. The formula for providing release time for this purpose is the equivalent of one day per month (10 total) for full-time staff and one-half day per month (5 total) for part-time staff. Written approval of the building administrator is required in order to engage this provision.

Non-certified Classroom Support

Special Education Support

The paraeducator is a non-certified staff member assigned to assist students in Special Education. Students' IEP teams through the use of test results, teacher input, and student productivity and performance determine the need for paraeducator assistance. Paraeducators may be assigned to an individual student or to the building's Special Education team. A copy of the paraeducator job description shall be provided to all classroom teachers with whom they work.

Paraeducators who return from year to year may be reassigned to different grade levels or to different students at the discretion of the building administrator(s). When new paraeducators are being hired, a good faith effort shall be made to include appropriate teaching staff (special and regular educators) in the process. In addition, any teacher(s) who are assigned a paraeducator may provide input to the appropriate building administrator and Director of Special Services regarding job performance of such person.

Time will be allotted, as needed, to address the needs of students with IEPs. The case manager and building administrator will determine who will attend these meetings and schedule these planning sessions on days that are mutually acceptable and approved by the building administrator. A good faith effort shall be made to include paraeducators in at least a portion of this planning time.

Non-Special Education Support

Any teacher whose class has extraordinary needs shall provide written documentation detailing the specific concerns to the building administrator. The teacher and the building administrator shall meet to facilitate a satisfactory resolution. The building administrator shall meet with the superintendent to discuss the additional support deemed necessary. If this issue remains unresolved, procedures established under the Labor Management Committee shall be initiated.

Regular education teacher assistants may be assigned to classrooms or grade levels. A good faith effort shall be made to include appropriate teaching staff in the hiring process. In addition, any teacher(s) who are assigned a teacher assistant may provide input to the appropriate building administrator regarding job performance of such person.

E. Health Safety

The Association shall discuss and make known in writing to the Superintendent any health-safety concerns during the monthly meeting between the Executive Officers and the Administration. Within a timely manner following such meeting, the Superintendent shall provide the Association with a brief position statement regarding said concerns along with a corrective plan, if any, provided if such corrective plan required Board action, the Association shall receive its response following the next scheduled Board meeting.

F. Hepatitis B Immunizations

Immunizations are available to any employee upon request. Employee must be willing to submit to the entire series of three inoculations.

ARTICLE XIII JOB SHARING

A. Definition

Job sharing is deemed as voluntary service in which two teachers share a full-time position on a regular basis. All tenured teachers are eligible to apply for a job sharing position.

B. Grade Level or Subject Area

It is understood and acknowledged that job sharing may take place at any grade level or content area with a written comprehensive plan and approval from the Board and subject to Sections C and D below.

C. Selection

Teachers who wish to be considered for a job sharing position must submit a written request with a comprehensive plan to the building Principal, Director of Human Resources, and Superintendent prior to February 1 for the following school year.

Approval for job sharing requests must come from the building Principal, the Director of Human Resources, and Superintendent. The Superintendent shall give the applicant a written statement of approval or the reason(s) for denial. The Superintendent will determine how many job share positions are appropriate and may limit their use.

Unless the job sharing request originates with a pair of teachers, it will be the responsibility of the administration to post notification and to seek out and select a teacher to job share with another teacher who has requested such an arrangement. The administration will make a good faith effort to secure acceptable candidates to job share. In the event an acceptable teacher cannot be secured by June 15, the requesting teacher shall remain as a full-time teacher.

D. Responsibilities of Job Sharers

Prior to the beginning of the school year, and no later than August 1, the selected teachers will set forth, in writing, a detailed plan for instruction inclusive of such items as to which teacher will instruct what areas and during what time frame (hours of the day, month, etc.).

Teachers must establish and present a plan for effective and regular communications with one another, the building principal, colleagues and parents. These include, but are not limited to, grade level meetings, team meetings, special education meetings, field trips, staff meetings, report cards, and mid-term reports. Job sharers shall attend every institute day and all parent/teacher conferences in their entirety.

Each teacher shall submit a written report to their Principal, the Director of Human Resources, and Superintendent, at the end of the school year evaluating the success of the program, which shall include recommendations for the future.

E. Return to Full Time Position

Teachers must present the superintendent with a letter requesting a full-time assignment no later than February 1 of the school year preceding the school year in which they wish to return full-time. Staff members participating in job sharing may request to return to full-time teaching only at the beginning of a school year. A return to full-time would be dependent upon a vacancy existing in a position for which the teacher is qualified. For example, if by February 1 of the current school year, a teacher advised the administrator of his/her intention to return to full-time for the coming year and there was no vacancy for which the teacher was qualified, the teacher would remain in the job share position and apply for full time the following school year. In the subsequent years, the teacher would be assigned to a full-time position on the same basis as other tenured teachers unless the teacher was subject to reduction in force or was dismissed for cause.

Teachers participating in job sharing may be required to return to full-time status at the start of a school year at the discretion of the Administration and Board by written notice no later than June 1.

ARTICLE XIV CHANGES IN ASSIGNMENTS AND VACANCIES

A. Change in Assignment

1. Notification of Interest in Change in Assignment

Any teacher requesting a change in assignment for the following school year, other than through a posted vacancy, should notify the building principal and Director of Human Resources in writing by February 1.

2. Involuntary Change in Assignment

Building administrators reserve the right to reassign building staff based on staff qualifications, staffing patterns, and building need.

An involuntary change in assignment shall be made only after a good faith effort has been made to fill the position through the Internal District posting of the position through the official posting process (See ARTICLE XIV, B. Vacancies, 4.b. below).

In the event of change in teacher assignment, volunteers shall be sought first, provided such volunteers shall be selected for the position only if deemed the best candidate for the position by determination of the Board or designee. If volunteer candidates are deemed not to be the best candidate, teachers may be involuntarily transferred or reassigned.

If involuntarily transferred or reassigned, such teachers shall be given first preference to return to their former building position or other vacancy if the best candidate for the opening.

B. Vacancies

1. Definition of vacancy

Vacancy shall be defined as any bargaining unit member position currently unfilled, including newly created positions.

2. Retirement Posting

Vacancies that occur due to Board-approved teacher retirements shall be posted by February 1 through the official posting process (See ARTICLE XIV, B. Vacancies, 4.b. below).

3. Building Posting

- a. Vacancies shall be posted at the official posting place in the building in which the vacancy occurs. Principals will notify staff of resultant changes and new movement options in the most timely and efficient way possible.
- b. Building teachers asking to be considered for the vacancy shall notify the building principal in writing.
- c. The building administrator shall communicate additional qualifications required for the position.
- d. Formal interviews are not required to fill a vacancy from within the building.
- e. Teachers who have submitted a letter of interest shall be notified of the action taken on their request. If denied, the reason(s) shall be given.

4. Internal District Posting

- a. When a building vacancy cannot be filled from within the building, an Internal District posting shall occur.
- b. District postings shall be distributed via District 70 email accounts to all staff, as well as at the official posting place within all District buildings where they shall remain posted for five (5) employment days.
- c. Additional qualifications required for the position shall be provided upon request.
- d. Qualified District 70 teachers will be granted a formal interview after submitting a letter of interest to the Director of Human Resources within the 5-day posting period.
- e. After the interview, the teacher shall be notified of the action taken. If denied, the reason(s) shall be given.

5. Summer Vacancies

If vacancies occur during summer break, notice shall be sent to any teacher who notifies the Director of Human Resources of their interest, in writing. Summer vacancies will be posted via email only. Due to compressed timelines during the summer recess, the 5-day posting requirement is waived. Clerical errors in processing due to undeliverable personal email addresses shall not be a basis for grievances.

6. Hiring Criteria

The school district's selection of a candidate for a new or vacant teaching position not otherwise required to be filled pursuant to Section 24-12 of the School Code (RIF Recall) must be based upon the consideration of factors that include without limitation 1) licensure 2) endorsements 3) qualifications, 4) merit and ability (including performance evaluations, if available), and 5) relevant experience. Length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the school district to be equal. A school district's decision to select a particular candidate to fill a new or vacant position is not subject to grievance, provided that, in making such a decision, the district does not fail to adhere to procedural requirements as set forth above.

ARTICLE XV PROFESSIONAL DEVELOPMENT

A. Professional Growth Day

The Board will provide one (1) work day during the preschool workshop each year to be spent in individual buildings for Professional Growth purposes, as jointly planned by the administration and staff.

B. Professional Growth Fund

1. Establishment of Professional Growth Fund

The Board shall create a professional growth fund for the purpose of teacher attendance at workshops, conferences or professional meetings that enhance the teacher's instructional abilities and benefit the instructional goals of the District. The annual professional growth fund shall be funded as indicated in the following table, per teacher, for workshop registration. Individual workshop funds will increase \$25.00 every second contract year beginning with the 2018-2019 school year.

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$300	\$300	\$325	\$325	\$350

2. Administration of Professional Growth Fund

In order to administer the fund, the Board and the Association shall establish a joint professional growth committee for each building. Each committee shall be composed of three (3) people consisting the building principal and two (2) building teachers appointed by the Association. Any teacher desiring to attend workshops, conferences or professional meetings under this provision shall submit the "Workshop/Conference/Professional Meeting Pre-Approval Form" to the building principal or through My Learning Plan®. When reviewing such applications the committee shall take into consideration the relevancy of the workshop/conference/meeting as it relates to the teacher's assigned duties, the educational goals of the district, availability of substitutes, number of approvals previously granted, and continuity of instruction. All committee decisions shall be final and non-grievable if by majority vote. If the committee is unable to reach a majority vote decision on any application, the application shall be considered denied and non-grievable after an effort is made to have the applicant adjust the pre-approval form. After three full days of out-of-class workshop attendance, teachers will be responsible for the reimbursement of substitute pay.

3. Additional Expense Reimbursement

Members may be eligible for reimbursement of additional expenses by submitting receipts and the "Workshop/Conference/Professional Meeting Additional Expense Reimbursement Form" to the Association President. At the end of the fiscal year all fund proceeds will be equitably distributed on a district-wide basis until the fund has been depleted or expenditures have been met.

C. Teacher Institute Days

All teachers, including part-time teachers and job sharers, shall attend every institute day in its entirety.

D. Committee Work

The principal, in consultation with the staff, shall determine what committees are necessary at the building level each year.

The Labor Management Relations Committee shall make advisory recommendations to the Board regarding the nature and number of current district committees and new district committees. If the Board chooses to continue or form a committee in contradiction of the Labor Management Relations Committee's recommendations, teacher participation on such committees shall be voluntary and refusal to participate shall not be a basis for punitive action. This section shall not preclude solicitation of volunteers by administration.

E. Summer Training

Required training falls under an administrative expectation for a particular teaching assignment that may occur over the summer.

Teachers will be notified of any scheduled summer training by the first day of the third trimester of the school year preceding the summer training. Teachers will have at least five (5) working days to respond to the notification.

Teachers who participate in required summer training shall be paid at their individual per diem salary rate, based upon their placement on the salary schedule during that contractual year.

Teachers who are not available during the summer, or who are impacted by the salary cap, will have a secondary opportunity for training, which shall be provided during the regular school year. Teachers will be notified at least one week in advance of the required training to allow them to prepare for their absence from the classroom. The District will provide substitutes for teachers who must be absent from the classroom due to the required training. No compensation will be provided for training as described in this paragraph, which takes place during the regular school year.

ARTICLE XVI LEAVE

A. Sick Leave

The Board will provide sick leave based on the following scale of accumulation:

Sick days accumulated *	0 – 50	51 – 100	101 – 150	151 +
Sick days provided	12	15	18	20

*As measured at the end of the contract year

There will be no limit on the amount an individual may accumulate. Sick leave may be used for birth, adoption or placement for adoption or for the illness of the individual teacher or members of the teacher’s immediate family, which includes: parents, step-parents, spouse, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

For purposes of this Section, “birth” shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, “birth” shall not be interpreted to include a non-disability child-rearing leave. Child-rearing leaves shall be available in accordance with the terms of Section E of this Article XVI, as may be applicable, and the provisions of the District’s Family and Medical Leave Act Policy which appears in Appendix B of this Agreement. For purposes of this Section, “adoption” and “placement for adoption ” shall include only those activities reasonably related and essential to the process for adoption or placement for adoption, including travel time where necessary.

B. Personal Leave

At the beginning of each school year, each full time bargaining unit member shall be credited with two personal days to be used for personal business at the discretion of the teacher. The teacher shall notify the principal at least forty-eight (48) hours in advance, except in case of an emergency. The intent of personal leave is to provide added protection for the employee against salary loss while conducting necessary personal affairs, the time and occurrence of which are not within the employee’s control and which require attention and necessitate absence from work. Personal leave may not be used to extend a school holiday or recess period or for a vacation. This stipulation may be waived upon the approval of the Superintendent or designee. If more than two personal days are required for a special need situation during a year, up to two available sick days can be converted to personal days for a total of four days.

Employees shall be credited with any portion of personal days not used during the year, towards sick days that accumulate from year to year. In accordance with TRS regulations, unused sick days are credited toward retirement.

C. Funeral Leave

Funeral Leave, at full pay, shall be granted if sufficient time is not available through accumulated Sick and/or Personal leave. This time shall be reasonable, usually not to exceed three (3) days, unless by special arrangement with the building principal. Such leave shall cover, in addition to those individuals listed under sick leave: grandparents and guardian of the employee's spouse, step-children and step-grandchildren, uncles, aunts, and cousins of the first degree.

D. Association Leave

The Association shall be granted twenty-four (24) days released time, at full salary, to be used by the President of the Association, or designee, for the purposes of attendance at meetings, conventions, and other business matters relating to the Association. The Board will pay the expenses for twenty-four days of required substitute teachers.

E. Extended Leave

The Board may grant to a continued contractual service teacher a leave of absence up to eighteen months or twelve school months. A teacher on leave shall not accumulate seniority for the time on leave. All seniority and continued contractual service rights are reserved for the teacher on leave.

Any teacher returning from a leave of absence must inform the Director of Human Resources before February 1 of their intent to return the following school year. This communication to the Director of Human Resources must be in writing. Failure to so notify the Director of Human Resources as set forth, shall forfeit all employment rights in the district. All teachers returning from leave shall start work at the beginning of the school year unless a vacancy occurs during the school year that they are qualified to fill. Staff returning from Extended Leave have only the guarantee of a position for which they are qualified. Return to their original position will be considered but is not guaranteed.

The employee shall return to the staff without credit on the salary schedule for the period of absence. However, service for more than one half of a contract period before commencement of the leave shall count for one full year on the salary schedule. A teacher on unpaid leave of absence will retain any unused accumulated sick leave for use upon return from leave.

The granting of leaves will be wholly and unilaterally at the sole and exclusive discretion of the Board, and that a refusal to grant such leave will not be subject to challenge through the grievance procedure. When a leave is refused, explanation will be given on request.

All such leave shall be without pay and fringe benefits except that a teacher may remain on the group insurance plan provided he/she pays the regular monthly premiums no later than 30 days prior to the monthly due date. If a teacher on the insurance plan prior to a leave does not desire to remain on the plan and upon return desires to be re-enrolled in the plan, such teacher shall be treated as if he/she were a new employee for the purposes of insurance, subject to enrollment requirements of the insurance administrator, cooperative and/or company.

F. Family and Medical Leave (FMLA)

Leave taken through the Family and Medical Leave Act (FMLA) is controlled by legislation and further defined in Board of Education Policy 5:185. Additional permissions are also granted through this negotiated agreement. Appendix B outlines the general provisions of FMLA. Copies of the full Act (29 CFR Part 825) can be obtained from the Department of Human Resources.

G. Sick Leave Bank

A copy of the Sick Leave Bank By-Laws delineating the provisions of catastrophic leave appears as Appendix C.

ARTICLE XVII INSURANCE

A. Statement of Benefits

The District will maintain the proposed insurance coverage outlined in this section for the duration of the contract. These benefits cannot be reduced without consent of both parties for the duration of this contract. This language does not preclude the District from examining other insurance options. Employees may elect to change plan options annually during the fall open enrollment period. Those changing plan options are guaranteed acceptance without proof of insurability as defined by the carrier. All employees will notify the business office of their insurance choice for the current school year in writing in a timely manner per the provider's directive and timeline.

B. Eligibility

Employees who are employed full time shall receive single benefit coverage provided by the Board. Family coverage shall be provided at the contractual required contribution amounts by employee and Board. Part-time employees and job sharing employees shall receive coverage contributions towards single coverage at their full time equivalence. All student interns, special interns, student teachers and substitute teachers are excluded from eligibility.

C. Medical Insurance

The Board will pay the cost of health and prescription insurance for all eligible teachers and their eligible dependents at the contractual contribution percentages.

The following coverage will be provided[†]:

	Board Contribution			Employee Contribution		
	Single	Single+1	Family	Single	Single+1	Family
PPO 350	100%	45%	45%	0%	55%	55%
PPO 500	100%	45%	45%	0%	55%	55%
PPO 750	100%	50%	50%	0%	50%	50%
HMO 20	100%	50%	50%	0%	50%	50%
HMO 30	100%	50%	50%	0%	50%	50%

[†] If the premiums for the District health insurance plan will result in an excise tax as a "Cadillac" insurance plan under the Patient Protection and Affordable Health Care Act (PPACA), the insurance plan will be changed to reduce the cost of the health insurance plan to prevent the imposition of the excise tax. If the Board and Association are unable to reach agreement by thirty (30) days prior to the date by which changes must be submitted to the health insurance carrier for timely implementation to prevent imposition of the tax, the Board will make insurance plan design changes to reduce the cost of the health insurance plan to five percent (5%) below the "Cadillac" threshold to prevent imposition of the excise tax.

D. Dental Insurance

The Board will pay the cost of dental insurance for all eligible teachers and their eligible dependents at the contractual contribution percentages. The following coverage will be provided:

	Board Contribution			Employee Contribution		
	Single	Single+1	Family	Single	Single+1	Family
Dental	100%	20%	45%	0%	80%	55%

E. Life Insurance

Teachers covered by District 70 Health Insurance Program will receive life insurance in the amount of \$20,000. Teachers not covered by a District health plan will receive life insurance in the amount of \$50,000.

F. Insurance Committee

The insurance committee shall meet at least annually to review premium and claim history, projected rate increases and their effect on both employee and the District. This committee shall be the vehicle to review recommendations for plan and carrier changes. Membership shall be made up of three (3) Association members and three (3) Board/Administration members.

G. Flexible Benefits Plan

Teachers shall be entitled to participate in the District's current flexible benefits plan. The Board shall bear the one-time start up cost and the cost of the monthly administrative fee, provided the Board shall retain the right to select the plan administrator.

ARTICLE XVIII SALARY AND INDEX SCHEDULES

A. Pay Dates

Paydays shall be the 15th and the 30th of each month or the last workday prior to the 15th or the 30th in the event that the regular dates are non-workdays.

B. Salary Schedule

The salary schedules for school years 2018-2019 through 2022-2023 appear as Appendix A.

C. Longevity Salary

The longevity salary schedules will be included with each salary schedule identified in Part B above.

D. Graduate Hours

Pre-approved graduate hours of credit may be used for advancement on the salary schedule. Pre-approval will be at the discretion of the Superintendent or designee.

E. Adjustment Dates

Movement on the salary schedule for the number of years of teaching experience will occur only at the beginning of a new school year. Such credit is limited to one step on the salary schedule per year.

October 1 and February 15 of each year shall be the latest dates upon which adjustment for advance training may be made.

All course-work for salary advancement must have written pre-approval from the Superintendent. The intent of the above statement is to allow teachers to move on the salary schedule for advanced training, the first pay of the new pay year and the first pay of the second half of the pay year.

Candidates shall present official transcripts to the Superintendent or designee before these dates, or in the event these dates fall upon a Saturday or Sunday, the first Monday thereafter.

F. Maximum Credits

A maximum of six (6) hours per semester (fall, spring and summer) may be earned in condensed courses (i.e., courses that do not meet for a full quarter, semester or trimester but satisfy the 15 hours of contact time for 1 hour of credit requirement). A maximum of three (3) graduate credits may be earned and applied to any one lane on the salary schedule for participation in programs of an abbreviated nature (i.e., that result in less than 15 hours of contact time per 1 hour credit).

G. Tuition Reimbursement

New Assignment

The Board will assume the total cost of tuition and textbooks for courses taken by a teacher, providing such course work is required by the Board to enable the placement of the teacher in a new assignment. Additional reimbursement or related costs may be granted at the discretion of the Superintendent.

Tuition Reimbursement Grants

1. Graduate Credit

The Board will provide tuition reimbursement grants for full time teachers for the purpose of tuition reimbursement in the amount of the actual cost of the course taken, and provided that the maximum amount the Board will reimburse will be as indicated in the chart below. The Board will provide a percentage of the maximum tuition reimbursement for part-time teachers based on full-time employment equivalency. Tuition grants shall not be made in addition to other supplemental payments for the same course work. Advance approval by the building Principal, Director of Human Resources, and the Superintendent is required. Approval shall be granted for graduate courses in the teacher's instructional area, workshops to maintain licensure, or pursuant to a master's or doctorate degree program previously approved. Courses shall be taken in fully accredited institutions of higher learning.

Staff at the BA+36 or MA+36 levels are encouraged to locate relevant coursework which can be taken as a workshop for Professional Development credit. Staff may request tuition reimbursement grants for graduate coursework taken as a workshop. Pre-approval and content applicability still apply.

Tuition reimbursement will increase \$50.00 per contract year, beginning with the 2018-2019 school year:

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
\$1800.00	\$1850.00	\$1900.00	\$1950.00	\$2000.00

2. Online Credits

A. Degree Programs

Online degree programs will be considered when grounded, face-to-face, and/or hybrid program alternatives are not reasonably available.

Pre-approval for fully online degree programs will be reviewed and investigated by the Director of Human Resources. Should a member request approval for a program of an ambiguous nature, two LEA representatives from the Labor Management Relations Committee and the Director of Human Resources will review the request. All reviews will consider the university/college accreditation, course accreditation, academic rigor and benefit to students and/or the District.

Any program not approved by the committee may not be appealed.

B. Individual Graduate-Level Courses

Online courses are permissible provided the credit-granting college or university is listed in the most current ISBE "Directory of Approved Illinois Programs." (<https://www.isbe.net/Documents/directory.pdf>)

3. Undergraduate Credit

The Board will provide tuition grants for full time teachers who are at the Masters level or above on the salary schedule, for the purpose of tuition reimbursement in the amount of 75% of the actual cost of pre-approved undergraduate courses that support or enrich their current teaching assignment. Credit for such coursework shall not qualify for movement on the salary schedule and shall be limited to one (1) such course per school year. Reimbursement for undergraduate courses shall be deducted from the total allowable under Part 1 of this section. All limits and restrictions from Part 1 of this section shall also apply.

H. Teacher Retirement System Contribution

The Board will contribute a portion of each teacher's salary to the Illinois Teacher's Retirement System (TRS). This contribution is included as a part of the appropriate total amount shown for each teacher on the salary schedule, Appendix A. The total amount shown represents the contribution by the Board. The Board will not be required by this agreement or otherwise to pick up and contribute any additional amounts to TRS. The amount of the contribution will be the statutory percentage as mandated by law. The individual teacher will have no right or claim to these funds except as they become available upon retirement or resignation from the Teacher's Retirement System. Payment of any supplementary amount required by the state but not directly deposited into the teacher pension fund (i.e. Teacher Health Insurance Supplement, T.H.I.S.) shall not be the responsibility of the Board unless directly stipulated by law.

I. Part Time Teacher Salary Calculations

For part-time teachers, there shall be movement of one step of each year of service regardless of full-time equivalent. Service shall be pro-rated and rounded off (at the .5 level or greater) to the nearest whole number if the part-time teacher becomes full-time. This calculation determines service credit up to that point in time, to which an additional step is added, moving into the next school year. See example below:

Year	FTE	Step Placement
1	0.60	1
2	0.60	2
3	0.60	3 (.6+.6+.6 = 1.8 rounded up to 2)
Service credit = step 2, plus the step into year 4 = step 3		
4	1.00	3

J. Compensation for Part-time Teachers

Part-time teachers hired for the 2015-2016 school year, and after, as well as those teachers requesting part-time assignments and/or job-share arrangements, will receive benefits at their pro-rated full time equivalence, and will be compensated for attendance at required curriculum trainings at their individual per diem rate. This excludes institute days and parent/teacher conferences as described in ARTICLE X, Sec. A, and ARTICLE XV, Sec. C.

ARTICLE XIX EXTRA DUTY

The total funds allocated for Extra Duty stipends in the 2017-2018 school year will not increase by more than CPI (defined as the previous years' Great Lakes CPIU, used for property tax purposes) in each year of this contract, based on the previous year.

A joint Extra Duty Committee will consist of the Extra Duty Chairperson, 1 elementary teacher, 1 middle school teacher, the Athletic Director, 1 elementary administrator, 1 middle school administrator and the District's Business Manager. The committee will meet at least twice per year in order to:

1. Review Individual positions and stipends.
2. Update and maintain the "*Extra Duty Procedures and Guidelines*".

The extra duty schedule and any proposed changes will be submitted to the Board annually, as part of the budget document.

If the Board desires an Extra Duty position for which no volunteer can be found, then this Extra Duty shall be rotated among the staff and the stipend divided.

ARTICLE XX SUMMER CURRICULUM WORK

By May 1 of each year, the administration will notify the teaching staff of the need for committee members and explain the purpose for the proposed committee. Teachers will have five (5) working days to submit a letter or e-mail of interest to the Director of Curriculum and Instruction.

Thereafter, the Director of Curriculum and Instruction will choose the members of the committee and notify all applicants of his/her choices in writing. The Board reserves the right to not formulate a committee if, in its discretion, applicants do not possess experience, expertise or numbers to justify formulation.

Committee members will receive \$175 per full day (7 hours) and \$87.50 per half day. Prior to the beginning of a committee assignment, the Director of Curriculum and Instruction will inform the committee of the expected length of time of the assignment. No committee work will continue beyond the specified length of time without the written consent of the Superintendent or designee. Committee work may continue into the school year with no additional remuneration.

ARTICLE XXI INTERNAL SUBSTITUTION

If a teacher is assigned to internal substitution for the purpose of covering another teacher's class and such internal substitution results in the teacher's loss of planning time, or if such teacher is assigned students from another teacher's class because such class has been divided among several teachers due to the teacher's temporary absence, he/she shall be paid the average district salary per diem/per hour rate to be prorated to the nearest fifteen-minute increment. This section shall not apply to reassignment of teachers due to student and/or teacher absences resulting from outdoor education activities, field trips or educational tours. Also, if more than 25% of a teacher's students are absent, the teacher may be reassigned students by the principal or designee (who shall not be a teacher) and shall not receive internal substitution pay.

For purposes of internal substitution, the Board shall make a good faith effort to secure a substitute prior to using a teacher assistant, except that removal of a teacher assistant from a class to which the assistant is assigned which contains special needs children, shall not be permitted, except with the consent of the teacher.

Building principals shall advise the Director of Human Resources of known teacher absences as soon as practicable in an effort to enhance the likelihood of substitute availability, particularly in instances of pre-scheduled in service days. Likewise, in order to assist principals in such matters, teachers shall make a good faith effort to advise the principal of any known or anticipated teacher absences as soon as possible. In the event of internal substitutions known by the building principal, he/she shall advise the business office to make arrangements for internal substitute pay, pursuant to this Article.

ARTICLE XXII RETIREMENT INCENTIVE PROGRAM

A. Salary Enhancement Retirement Plan

1. Eligibility: Any teacher wishing to receive the benefits under this Section 22-B must:
 - a) be at least age 55 at the time of retirement; and
 - b) have at least 20 years of service in the District as of the last day of the school year of retirement; and
 - c) submit an irrevocable letter of resignation and an individual TRS report verifying the teacher's then known age, creditable service and creditable earnings to the Board by March 1st of the school year prior to the school year in which the salary enhancement plan is scheduled to commence OR within 15 calendar days after ratification of this Agreement, whichever is later, with said resignation to be effective at the end of the teacher's final school year immediately preceding retirement; and
 - d) not have received an increase in creditable earnings of greater than 6% in any year preceding the commencement of the salary enhancement plan, which, if combined with the year(s) of this plan, would cause the District to pay a 6% excess salary contribution to TRS; and
 - e) submit a signed promissory note (in the form appearing as Appendix D to the Agreement) wherein the teacher promises to pay back the difference between the total salary enhancement received under this plan and the actual regular salary schedule of the District if a change in the teacher's retirement date causes the District to pay a 6% excess salary contribution to TRS.
2. 6% Salary Enhancement Plan: Any teacher who meets the eligibility requirements above shall no longer be compensated in accordance with the salary schedule (18-B) or longevity schedule (18-C), but instead shall receive an increase of 6% over the prior year's total creditable earnings, less any earnings for services not rendered. The teacher may make this election for one (1), two (2), three (3) or four (4) consecutive years provided such years are immediately preceding the teacher's retirement.
3. The Board has a right to limit the participation in the 6% Salary Enhancement Plan to ten (10) employees annually.

B. Financial Wellness

All teachers shall receive an annual financial wellness contribution of \$550, deposited into a 457 Plan, with contribution made on or about October 5th. Each teacher shall receive the financial wellness contribution at an amount equal to his/her full time equivalence (FTE).

C. Additional Post Retirement and Longevity Benefits

1. Any teacher retiring, age 55 or older, shall receive the following:
 - a) If 20 years or more service in the District, the Board shall pay a retirement incentive of thirty percent (30%) of the teacher's final year's salary over a two (2) year period, beginning January of the year following the teacher's retirement.
 - b) Until such time as the teacher becomes eligible for Federal Medicare, but no longer than ten (10) years after retirement, the Board shall pay half (1/2) of the TRS health insurance premium for the teacher and one dependent up to a maximum of one thousand dollars (\$1,000) per year. However, the Board shall not be obligated to make this payment if the Board makes the payment under the Retirement Agreement with the teacher's spouse, when both are, or were, District 70 employees.
 - c) Any qualified employee may elect either the District early retirement incentive plan or any incentive plan that might be offered by the State but not both. If the District plan is more generous than the State offered plan, the District shall pay an employee electing the State plan the monetary difference as an addition to the employee's final year's salary up to 6%, or the amount allowable by TRS, of that salary amount. Any additional monetary difference over the 6%, or the amount allowable by TRS, shall be paid to the employee in equal monthly payments over the two years immediately following retirement.

D. Limits

Teachers who cause the District to pay a 6% excess salary contribution to TRS shall forfeit the 30% post retirement incentive set forth in Section C of this Article. This Section D applies to teachers who choose not to declare their participation in the Salary Enhancement Plan and teachers who do declare their participation, but who choose to retire earlier than stated in their intent to retire letter. However, in both cases, this forfeiture provision only applies if the retirement causes the District to pay a 6% excess salary contribution to TRS.

Should such a teacher meet the eligibility requirements of Section A.1. a & b of this Article, but be forced into a retirement position due to a non-voluntary, life changing event, the Board retains the right to waive the requirement that the teacher forfeit the post retirement incentive dependent on the circumstances presented by the teacher to the Board for its consideration. Any decision by the Board to waive forfeiture shall be considered non-precedential and non-grievable.

ARTICLE XXIII VALIDITY

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

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. Annually, at the end of each school year, a joint LEA Association/District Administration meeting will take place to review and seek remedies to issues arising out of current terms and conditions. The terms and conditions may be modified only through the written mutual consent of the parties.

ARTICLE XXIV NO STRIKE- NO LOCK OUT

During the term of this Agreement, the Association will not strike nor encourage any employee to engage in strike, and the Board will not lock out employees during the term of this Agreement.

ARTICLE XXV DURATION OF AGREEMENT

This Agreement shall be effective August 25, 2018 through and including August 25, 2023.

ARTICLE XXVI GENERAL

The Parties agree to participate in good faith negotiations as provided herein, and that matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

ARTICLE XXVII LABOR MANAGEMENT RELATIONS COMMITTEE

The parties shall organize a labor management committee designed to serve as a vehicle for informal resolution of labor management concerns as such concerns may arise before, during or after the ratification of any collectively bargained agreements. By participating in committee discussions, neither party waives its right to engage in formal collective bargaining nor to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by IELRB rules, regulations or decisions or judicial interpretations thereof, unless such party expressly agrees to such waiver in writing.

A. Impact Bargaining

Items that the Association deems of sufficient import to be usually needing impact bargaining shall be so indicated in a meeting of the Labor Management Relations Committee called by the Association or agreed to by the two constituencies. Impact bargaining items decided upon need ratification by the Board and, at least, the full executive committee of the Association.

Either the Association Executive Board or the Board may call a Labor Management Relations Committee meeting. No later than five (5) school days after the call has been issued, each party shall provide the other party with a descriptive agenda that reviews the items to be discussed at the meeting. A meeting of the Labor Management Relations Committee shall follow no later than fifteen (15) school days following the call for a meeting.

Without any compromise to the grievance procedure, the Labor Management Relations Committee may attempt to mediate grievances brought before it by a teacher or group of teachers. When using the venue of the Labor Management Relations Committee, the usual time frames of the grievance procedure shall be held in abeyance, providing the initiation of the appeal to the Labor Management Relations Committee has been made in a timely manner and in writing, according to contract specifications relative to the event, or when the grievant(s) reasonably had knowledge of such event alleged as cause of any grievance. If mediation of a grievance (as defined by the collective bargaining agreement) fails, the Association reserves its right to process a timely filed grievance and to submit such grievance to binding grievance arbitration. If the parties agree, grievances may be processed directly to arbitration if the committee resolution process fails. No settlement offers of mediated grievances shall be admissible at any arbitration, but both parties are free to stipulate to any other facts or positions taken at the arbitration.

B. Process of the Committee

The committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality, and so forth, mindful of various models available.

C. Building Communication Vehicle

In each building, the Principal and the Association Building Representative shall periodically, but not less than once each month during the school term, meet to discuss matters, which in the opinion of either party impact, on the smooth

operation of the building. Advisory resources may be at meetings as each party deems necessary.

The purpose of the meeting(s) is to discuss mutual interest and/or to develop solutions or resolutions within a reasonable specified amount of time of any problem or concerns that are brought to the meeting by either party. If a solution or resolution of a problem or concern cannot be achieved, then either party may refer the problem or concern to the Labor Management Relations Committee. The solution or resolution of any problem or concern shall be reported to the Association President and the District Superintendent.

D. Composition of the Committee

The committee shall consist of eight members, four selected by the Board and four by the Association. Among those for the Board shall be the Superintendent and two Board members, one of whom shall have been a participant in the negotiations for the current contract. For the Association the President shall be a member and one other person who participated in negotiations for the current contract. Each relevant party from its constituency shall choose the remaining members. Alternates from the constituencies shall be provided in the event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings as each party deems necessary.

E. Scope and Purpose of the Committee

The committee shall meet as needed to review the contract.

Other items for committee business shall include, but not be limited to, the following subjects: grievances, class sizes, proposals for contract modifications, points of contract interpretations, deployment of district programs not covered by contractual provisions, and such items considered necessary to a smooth regulation of matters affecting salaries, stipends and all conditions of employment.

The purpose is to mediate any perceived difficulties of certified employees in the District and, if possible, to expedite solutions enforceable with the mutual concurrence of the Board and Association. Each side retains its right to determine ratification, if any, of decisions and recommendations developed by the Labor Management Relations Committee. By mutual agreement these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by both sides.

The parties agree that the mere discussion of any items of concern by the Labor Management Relations Committee shall not render such items grievable.

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SIGNATURE PAGE

LIBERTYVILLE EDUCATION ASSOCIATION

By: Cheryl Crenshaw Date: 4-23-18
Cheryl Crenshaw, President

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 70

By: Thomas A. Vicker Date: 4-23-18
Tom Vickers, President

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Appendix A
Salary
Schedules/Structure
2018-2023

2018-2019 SALARY SCHEDULE

LN/ST	BA	BA +9	BA +18	BA +27	BA +36	MA	MA +9	MA +18	MA +27	MA +36
1	41780	42088	42569	43397	44693	46060	46847	47635	48511	49390
2	43033	43413	43993	44829	46100	47597	48446	49292	50232	51176
3	44324	44781	45512	46308	47554	49212	50122	51031	52041	53053
4	45653	46192	47082	47837	49050	50908	51881	52856	53943	55027
5	47023	47647	48707	49414	50596	52685	53729	54775	55938	57102
6		49148	50387	51045	52190	54554	55674	56793	58039	59283
7		50696	52049	52730	53834	56527	57724	58920	60252	61585
8		52293	53716	54469	55528	58601	59882	61161	62588	64012
9			55434	56267	57278	60787	62156	63525	65051	66575
10			57209	58124	59083	63096	64559	66021	67650	69279
11				60042	60944	65532	67093	68656	70394	72134
12				62023	62864	68105	69774	71444	73302	75157
13						70823	72606	74391	76376	78361
14						73699	75604	77510	79632	81755
15						76740	78780	80822	83092	85362
16						79965	82150	84334	86766	89197
17						83390	85729	88070	90672	93274
18							89549	92053	94838	97623
19								96307	99291	102273
20								98075	104061	107255
Longevity Schedule: See Article XVIII, C										
21										107255
22										107508
23										108131
24										108979
25										110308
26										111755

2019-2020 SALARY SCHEDULE

LN/ST	BA	BA +9	BA +18	BA +27	BA +36	MA	MA +9	MA +18	MA +27	MA +36
1	42093	42404	42888	43723	45028	46405	47198	47992	48875	49760
2	43356	43739	44323	45165	46446	47954	48809	49662	50609	51560
3	44656	45117	45853	46655	47911	49581	50498	51414	52432	53451
4	45995	46538	47436	48196	49418	51290	52270	53253	54347	55439
5	47376	48004	49072	49784	50975	53080	54132	55186	56358	57530
6		49516	50765	51428	52581	54963	56092	57219	58474	59728
7		51077	52440	53125	54238	56951	58157	59362	60703	62047
8		52685	54119	54878	55945	59041	60331	61620	63057	64492
9			55849	56689	57708	61242	62622	64001	65539	67074
10			57638	58560	59526	63569	65043	66517	68157	69798
11				60492	61401	66023	67597	69171	70922	72675
12				62488	63335	68616	70298	71980	73851	75721
13						71354	73151	74949	76948	78949
14						74251	76171	78091	80229	82368
15						77316	79371	81428	83715	86003
16						80565	82766	84966	87417	89866
17						84015	86372	88730	91352	93974
18							90220	92744	95549	98355
19								97029	100036	103040
20								98811	104841	108060
Longevity Schedule: See Article XVIII, C										
21										108060
22										108315
23										108942
24										109797
25										111135
26										112593

2020-2021 SALARY SCHEDULE

LN/ST	BA	BA +9	BA +18	BA +27	BA +36	MA	MA +9	MA +18	MA +27	MA +36
1	42409	42722	43210	44050	45366	46753	47552	48352	49242	50133
2	43681	44067	44656	45504	46794	48314	49175	50034	50988	51946
3	44991	45456	46197	47005	48270	49953	50877	51799	52825	53852
4	46340	46887	47791	48557	49789	51674	52662	53652	54755	55855
5	47731	48364	49440	50158	51357	53478	54538	55599	56781	57962
6		49888	51146	51814	52975	55375	56513	57648	58913	60176
7		51460	52833	53523	54644	57378	58593	59807	61159	62513
8		53081	54525	55290	56364	59484	60783	62082	63530	64975
9			56268	57114	58141	61702	63092	64481	66031	67577
10			58070	58999	59972	64046	65531	67016	68668	70322
11				60946	61861	66518	68104	69690	71454	73220
12				62957	63810	69130	70825	72520	74405	76289
13						71890	73700	75511	77525	79541
14						74808	76742	78677	80831	82986
15						77896	79967	82039	84343	86648
16						81169	83386	85604	88072	90540
17						84645	87020	89396	92037	94679
18							90897	93439	96266	99093
19								97757	100786	103813
20								99552	105627	108870
Longevity Schedule: See Article XVIII, C										
21										108870
22										109127
23										109759
24										110620
25										111969
26										113438

2021-2022 SALARY SCHEDULE

LN/ST	BA	BA +9	BA +18	BA +27	BA +36	MA	MA +9	MA +18	MA +27	MA +36
1	42727	43042	43534	44381	45706	47104	47909	48714	49611	50509
2	44009	44397	44991	45845	47145	48676	49544	50409	51371	52336
3	45329	45797	46544	47357	48632	50328	51258	52188	53221	54256
4	46688	47239	48150	48922	50162	52062	53057	54055	55165	56274
5	48089	48727	49811	50534	51743	53880	54947	56016	57206	58397
6		50262	51529	52202	53373	55791	56937	58080	59355	60627
7		51846	53229	53925	55054	57808	59032	60255	61617	62982
8		53479	54934	55704	56787	59930	61239	62548	64007	65463
9			56690	57542	58577	62164	63565	64965	66526	68084
10			58506	59441	60422	64526	66022	67518	69183	70849
11				61403	62325	67017	68614	70212	71990	73769
12				63429	64289	69649	71356	73063	74963	76861
13						72429	74252	76077	78107	80138
14						75369	77318	79267	81437	83608
15						78480	80566	82654	84975	87298
16						81778	84012	86246	88733	91219
17						85280	87673	90066	92727	95389
18							91579	94140	96988	99836
19								98490	101542	104592
20								100298	106420	109687
Longevity Schedule: See Article XVIII, C										
21										109687
22										109945
23										110582
24										111450
25										112809
26										114288

2022-2023 SALARY SCHEDULE

LN/ST	BA	BA +9	BA +18	BA +27	BA +36	MA	MA +9	MA +18	MA +27	MA +36
1	43048	43365	43860	44714	46049	47457	48268	49080	49983	50888
2	44339	44730	45328	46189	47499	49041	49915	50787	51756	52729
3	45669	46140	46893	47713	48997	50705	51643	52579	53620	54663
4	47038	47593	48511	49288	50538	52452	53455	54460	55579	56696
5	48450	49092	50184	50913	52131	54284	55359	56437	57636	58835
6		50639	51916	52594	53773	56209	57364	58516	59800	61082
7		52234	53629	54329	55467	58242	59475	60707	62080	63454
8		53880	55346	56122	57213	60379	61699	63017	64487	65954
9			57115	57974	59016	62631	64041	65452	67025	68594
10			58945	59887	60875	65010	66517	68025	69702	71381
11				61864	62793	67520	69129	70739	72530	74322
12				63904	64771	70171	71891	73611	75526	77438
13						72972	74809	76648	78693	80739
14						75935	77898	79862	82048	84235
15						79069	81171	83274	85612	87952
16						82391	84642	86892	89398	91903
17						85920	88330	90742	93423	96104
18							92265	94846	97715	100585
19								99229	102304	105376
20								101051	107218	110509
Longevity Schedule: See Article XVIII, C										
21										110509
22										110770
23										111412
24										112286
25										113655
26										115145

Appendix B

Family Medical Leave

FAMILY MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (FMLA), the Board will grant employees unpaid family and medical leaves of absence under the following terms and conditions. Except as stated below, employees will not receive salary during this leave of absence. (Note: references are made to 29 CFR Part 825 – The Family and Medical Leave Act of 1992; i.e. §825.122, etc.)

All employees are encouraged to meet with the Director of Human Resources when contemplating taking leave under the provisions of FMLA.

Eligibility

Except in the case of leave to care for a covered servicemember*, all bargaining unit members who have been employed by the Board for at least twelve (12) months and worked at least 1250 hours of service during the 12-month period immediately preceding the leave, or who are full-time teachers, are eligible for leave under the FMLA.

** as defined in Part 825 – The Family and Medical Leave Act of 1993, Subpart A – Coverage Under The Family and Medical Leave Act, section 122 Definitions of covered servicemember.*

Leave for Covered Servicemembers

Due to their infrequency and widely varied circumstances, the parameters for all leaves for the purposes of covered servicemembers will be determined directly through the applicable provisions of the Family and Medical Leave Act of 1993; (29 CFR Part 825). Any employee requesting FMLA leave for a covered servicemember shall meet with the Director of Human Resources.

Qualifying Reasons for Leave

1. For birth of a son or daughter, and to care for the newborn child (see §825.120)
2. For placement with the employee of a son or daughter for adoption or foster care (see §825.121)
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition (see §§825.113 and 825.122)
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job (see §§825.113 and 825.123)
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status (see §§825.122 and 825.126)

6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember. See §§825.122 and 825.127.

Duration and Scheduling of Leaves (Except in the case of leave to care for a covered servicemember with a serious injury or illness. see §§825.122, 825.126, and 825.127)

- A. Eligible employees may take up to twelve (12) work weeks of family and medical leave in a twelve-month period. For the purpose of this leave section a twelve month period shall be defined as July 1 to the following June 30.
- B. Leave may be taken:
 1. In a single period not exceeding 12 work weeks; or
 2. Intermittently with days or weeks of leave taken not exceeding the equivalent of 12 work weeks (60 days); or
 3. As part of a reduced work schedule with the hours or days of leave taken not exceeding 12 work weeks.
 4. Intermittent or reduced work schedule leaves (items 2 and 3 above) are available in the case of Personal or Family Medical Leave, only when medically necessary, and in the case of Parental Leave, only in the discretion of the Board and with prior Board approval.
- C. The following limitations on the scheduling of leave are designed to reduce any disruption of the educational process:
 1. If an instructional employee requests an intermittent or reduced schedule leave which is foreseeable based on planned medical treatment and which would cause the employee to be on leave for more than 20 percent of the employee's total number of working days over the period of the leave, the employee may be required to choose either to take a full time leave for a specific period not exceeding the duration of the planned treatment or temporarily transfer to an available alternative position with equivalent pay and benefits, which better accommodates the recurring periods of leave;
 2. If an instructional employee takes a leave of at least three (3) weeks which begins more than five (5) weeks before the end of a trimester, and if the employee would otherwise return to work during the last three (3) weeks of the trimester, the employee may be required to remain on leave through the end of the trimester;
 3. If an instructional employee takes a leave of more than two (2) weeks for a reason other than the employee's serious health condition, and if the leave commences during the last five (5) weeks of the trimester and would

otherwise end during the first two (2) weeks of the trimester, the employee may be required to remain on leave until the end of the trimester.

4. If an instructional employee takes a leave for a reason other than the employee's own serious health condition which begins less than three (3) weeks before the end of the trimester, and if the leave will last more than five (5) days, the employee may be required to remain on leave until the end of the trimester.

Employee Notice of Leave

- A. An employee requesting family or medical leave must provide notice to the Director of Human Resources as soon as practicable. Where the need for leave is foreseeable, such as leave taken for the birth of a child or planned medical treatment, the employee must provide at least thirty (30) days advance notice. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Director of Human Resources of the reasons why the leave schedule is necessary, and the schedule of treatment. In the event the employee fails to provide at least thirty (30) days advance notice for a foreseeable leave, the start of the employee's leave may be delayed until thirty (30) days after notice is provided.
- B. In the case of a request for intermittent or reduced schedule leave, or leave for planned medical treatment, the employee should attempt to schedule the leave so as not to cause great disruption to the District's operations. Accordingly, the employee shall consult with the Director of Human Resources prior to scheduling such treatment in order to work out a treatment schedule that best suits the needs of both the School District and the employee.
- C. In the case of an emergency, verified by a doctor, notice restrictions will be waived.

Personal Medical Leave Certification

- A. In requesting a leave, an employee will provide sufficient information to demonstrate that the leave qualifies under the FMLA and this section.
- B. In the case of a request for a medical leave, the employee shall provide, within twenty (20) days of the District's request, a medical certification, from the employee's health care provider stating that the leave is necessary because of the employee's serious health condition or the need to care for a family member with a serious health condition.
- C. For the purposes of this section only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:

1. A period of incapacity or treatment in connection with in-patient care in a hospital, hospice, or residential medical facility;
 2. A period of incapacity requiring absence from work, school, or other regular daily activities for more than three (3) calendar days and involving continuing treatment by a health care provider; or
 3. Continuing treatment by a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three (3) days or for prenatal care.
- D. The district, at its expense, may require an employee to obtain a second medical opinion concerning the necessity of the leave. When the second opinion conflicts with the first, the district may require a third opinion from a health care provider approved jointly by the employee and the district.
- E. An employee on leave must report every thirty (30) days on his or her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.
- F. Employees who do not provide proper medical certification may be denied requested leave.

Compensation and Benefits

- A. Family and medical leaves granted under this section are unpaid. The employee shall have the option to use any accrued paid leave, parental leave, family medical, or personal medical leave or a combination thereof. The use of accrued paid leave will count toward the twelve (12) work weeks of family medical leave.
- B. An employee on family or medical leave will continue to be covered under the district's life, health and dental insurance plans and will receive any other insurance benefits under the same terms as if the employee had been continuously working during the leave period. The continuation of benefits pursuant to this policy ends on the effective date of the notification to the district of his or her intent not to return to work, when the employee fails to return to work on the scheduled date unless an emergency exists preventing such a return, or if the employee exhausts his or her family medical leave rights. An employee who fails to return to work shall be required to repay the costs of all insurance benefits provided during the leave, unless the failure to return is due to (1) continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA Leave; or (2) other circumstances beyond the employee's control.

Employment Status

- A. During a family or medical leave, an employee will not accrue seniority.
- B. Upon the conclusion of the leave, the employee will be restored to his or her former position with any general pay increases or benefit enhancements granted during the leave if the leave starts and ends within the same school year, or an equivalent position with equivalent benefits, pay and other terms and conditions of employment, if the leave ends beyond the end of the school year in which it started.
- C. If any employee seeks an intermittent or reduced schedule medical leave, the district may temporarily transfer the employee to an available alternative position for which the employee is qualified with no reduction in pay or benefits if the transfer better accommodates the requested recurring periods of leave.

Additional

The Board will continue its practice of allowing six (6) weeks paid leave to be deducted as sick leave (if available from personal accumulated sick leave) in the event of the birth of a child, and up to eight (8) weeks paid leave to be deducted as sick leave (if available from personal accumulated sick leave) in the event a C-Section procedure is required. The parties now by this section also agree to allow six (6) weeks of paid leave to be deducted as sick leave (if available from personal accumulated sick leave) for the adoption of a child. This section as well as all other sections in this article shall not be retroactive but will be effective upon the initial ratification of this agreement.

Appendix C

Sick Leave By-laws

SICK LEAVE BANK BY-LAWS

Statement of Purpose

It shall be the purpose of the District 70 Sick Leave Bank to benefit those eligible members who, after exhausting all of their accumulated sick and personal days, have been forced to be absent from their employment due to a catastrophic illness.

Establishment of Sick Leave Bank

1. Each employee may voluntarily donate at least one, but not more than three, sick day(s) to establish and become a member (herein referred to as Member Employee) of a Sick Leave Bank. The Board will contribute, on a one-time basis, ten (10) sick days to the Sick Leave Bank if members contribute at least twenty sick leave days to start the Sick Leave Bank. Each year newly eligible employees (third consecutive year) will be asked to volunteer a sick day in order to join the Sick Leave Bank. To enroll, the Sick Leave Bank Enrollment Form must be in the Business Office by 4:00 p.m., September 15th of any given year.
2. A committee will be established to formulate implementation procedures for this program and to act as the governing body for the administration of the Sick Leave Bank. Said committee shall consist of two (2) Member Employees named by the Libertyville Education Association, IEA/NEA, an administrator named by the superintendent and one Board Member appointed by the Board President.
3. A period of open enrollment for the Sick Leave Bank will be created if the Sick Leave Bank balance falls below twenty (20) days. The open enrollment window will last for 10 work days. If the end date of the open enrollment period as described in this section would exceed the last day of the school year, the window will be extended to 4:00 p.m., September 15th of the following school year. During open enrollment, each Member Employee will again volunteer at least one but not more than three days in order to maintain membership in the Sick Leave Bank. Additionally, newly eligible employees (third consecutive year) will be asked to volunteer a sick day in order to join the Sick Leave Bank. Any sick day donated will be non-refundable.

Establishment of By-Laws

Therefore, in compliance with the Professional Negotiations Agreement between the District 70 Board of Education and the Libertyville Education Association, IEA/NEA, the Sick Leave Bank Committee (hereinafter referred to as the Committee) establishes the following by-laws:

1. Any employee covered by the Collective Bargaining Agreement and who has been actively employed two full consecutive years, is eligible to enroll in the Sick Leave Bank upon the commencement of his/her third year of employment;

2. Any Member Employee shall be eligible to petition the Committee as long as District 70 currently employs him or her. Persons on leave of absence are not eligible for use of the Bank;
3. A Member Employee may request Committee consideration only for his/her own catastrophic personal illness;
4. If a catastrophic illness extends beyond exhaustion of all accumulated sick and personal days, the Member Employee has the right to petition the Committee for Sick Leave Bank consideration;
5. At the time of petitioning the Committee, the Member Employee is required to present one (1) physician's statements certifying his/her specific catastrophic illness. The statement must explicitly state the extent to which the Member Employee is disabled or incapacitated and, if possible, estimate the length of time the Member Employee will be unable to work;
6. The Sick Leave Bank Committee shall hold an annual meeting and other special meetings as needed. The time and place of the meeting will be determined by the Committee and publicized. At any meeting, the Member Employee requesting use of the Sick Leave Bank shall be present (unless physically incapacitated, in which case said Member Employee requesting use of the Sick Leave Bank shall be represented by a person or persons of his/her choice or interviewed by telephone) in order to explain his/her need to initiate or continue use of the Sick Leave Bank. At this meeting the Member Employee, or his/her representative, shall be prepared to present the following information:
 - a) Completed Sick Leave Bank Application;
 - b) One (1) physician's certification of illness;
 - c) Anticipated duration of need for Sick Leave Bank days;
 - d) Disclosure of income from non-District 70 sources;
 - e) Disability or other insurance coverage.
7. Before a Member Employee is permitted to use the Sick Leave Bank, all above conditions must have been met and the procedures outlined above shall have been completed. In addition, alternatives (other than retirement), may be discussed with the applicant and/or additional information may be requested as a condition of acceptance to the use of the Bank;
8. A participating Member Employee must notify the Business Office before returning to work, indicating the anticipated date of return, followed by a written notice within three (3) days, confirming the actual date of return;
9. A participating Member Employee may not exceed a maximum of ninety (90) days (defined as working days) within a period of three (3) consecutive years;

said period shall begin with the calendar year in which the teacher initially draws from the Bank, provided there are sufficient days in the Sick Leave Bank;

10. The Member Employee shall not make a profit from certain other forms of income, i.e. Workman's Compensation, disability insurance programs, etc. Member Employee using the Bank with Committee approval, cannot be actively employed in any capacity and receive Bank benefits;
11. Nothing in these by-laws shall prohibit the Committee from investigating an application for sick leave days either before granting of said days, or during the period in which the Member Employee is drawing from the Bank. If the Committee determines that said application or usage may be of an unjustifiable nature, then the Committee may require the applicant to undergo examination by a second physician. The applicant may be asked to select a physician other than his/her own from a list of doctors composed by the Committee. The cost of said examination shall be paid 50% by the Association and 50% by the Board of Education. If the information so warrants, the Committee may reject an application and/or cease granting of sick days. In any given case, specific reasons for rejection shall be given. The committee's decision is final and is not grievable;
12. Nothing in these by-laws shall preclude the right of the Committee to extend the benefits specified in these by-laws; however, such an extension must be by unanimous vote of the Committee;
13. These by-laws will be operable for all Sick Leave Bank Member Employees making application to the Sick Leave Bank Committee, regardless of the date of onset of discovery of their catastrophic illness, unless changed pursuant to number 14 contained herein;
14. These by-laws shall remain in effect and will not be changed unless the Sick Leave Bank Committee has given thirty (30) days notice to all teachers in writing. Should there be a need to revise the by-laws, said revisions shall not apply to those persons who are currently drawing from the Bank at the time of revision. However, following the termination of the impending catastrophic illness, said Member Employee shall come under the revised by-laws;
15. In all cases, unless explicitly stated to the contrary, decisions of the Committee shall be made by a simple majority;
16. Teachers who do not begin the school year because they are incapacitated and are on leave provided by the Sick Leave Bank must reapply at the beginning of the new school year for Sick Leave Bank days.

Appendix D

**Salary Enhancement
Retirement Plan
Promissory Note**

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for back-to-back printing purposes**

Salary Enhancement Retirement Plan
Promissory Note

Employee Name: _____ Date: _____

Intended Retirement Date: June, _____
year

I have requested to participate in the Salary Enhancement Retirement Plan as outlined in Article XXII, Section A.1.e. of the 2018-2023 Collective Bargaining Agreement.

As a condition of participation in the Salary Enhancement Retirement Plan, I understand that I must meet all of the requirements of Article XXII, Section A, which includes among them the requirement to:

“submit a signed promissory note (in the form appearing as Appendix D to the Agreement) wherein the teacher promises to pay back the difference between the total salary enhancement received under this plan and the actual regular salary schedule of the District if a change in the teacher’s retirement causes the District to pay a 6% excess salary contribution to TRS.”

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary enhancements the District paid if my decision to retire early will cause the District to pay a “6% excess salary contribution” to TRS. If my early retirement causes the District to pay a “6% excess salary contribution”, I will repay to the District an amount equal to the difference between the retirement salary enhancement and my ordinary, creditable earnings had I not participated in the Plan. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note I will pay all costs and fees incurred by the Board of Education in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Plan.

I freely consent to the terms of this Agreement.

Signature

Date