

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOARD OF EDUCATION, SCHOOL DISTRICT 143½
AND POSEN-ROBBINS TEACHERS' COUNCIL 1173 /
AFT LOCAL 943
2008 - 2013

THIS AGREEMENT made and entered into by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT 143½, COOK COUNTY, ILLINOIS, hereinafter called the "Board," and the POSEN-ROBBINS TEACHERS' COUNCIL 1173/LOCAL 943 affiliate of the American Federation of Teachers, AFL-CIO, hereinafter called the "Union."

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the children of School District 143½ is their mutual aim, and because the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

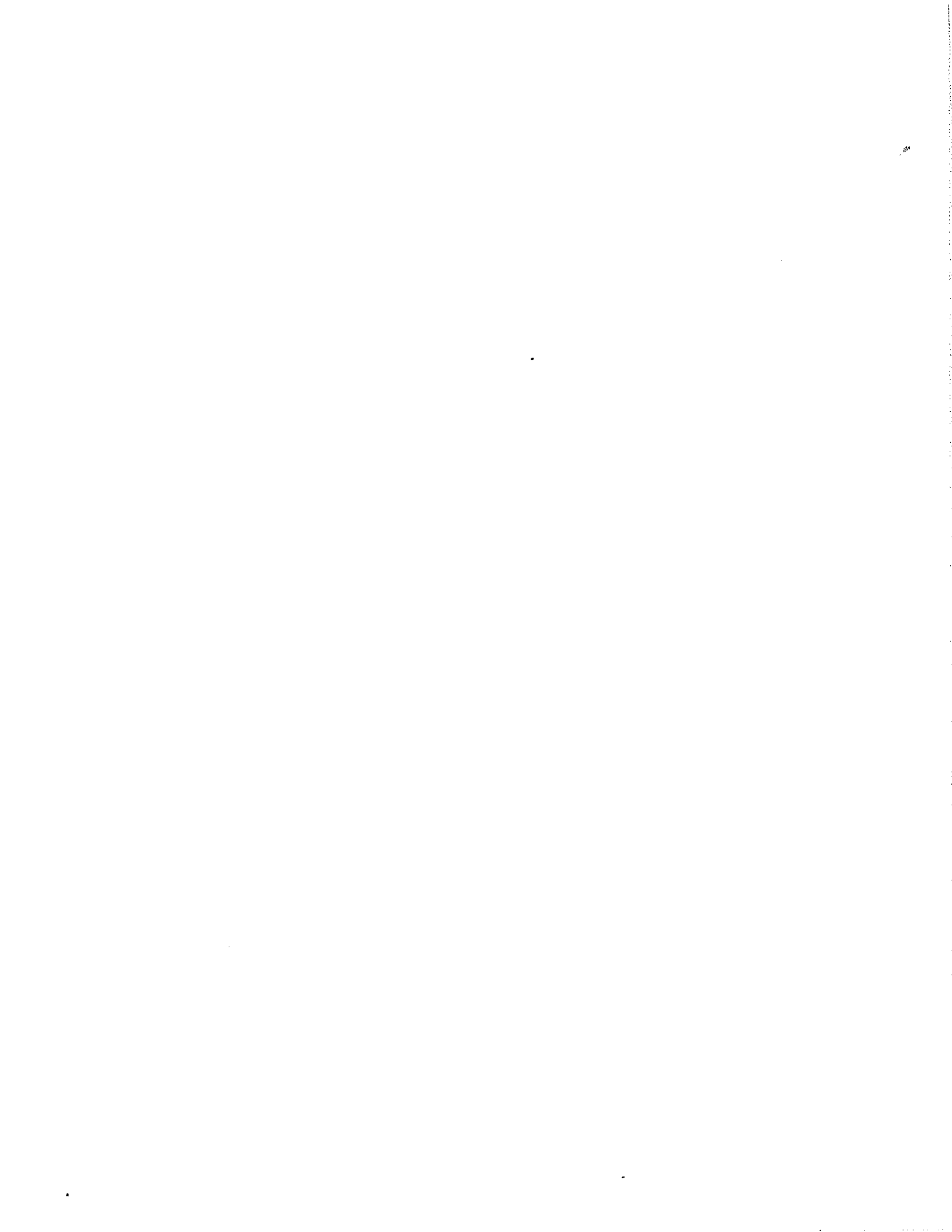
WHEREAS, this Agreement not only includes provisions for the teachers' earnings, fringe benefits and employment conditions, but also provides for means of communication between the Board of Education of School District 143½ and the Union. Meetings shall be held between the Board, its designated representatives, and the Union to discuss matters of education, policy and implementation or interpretation of the Agreement; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they wish to memorialize;

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:



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2008 - 2013

ARTICLE I.
DURATION AND EFFECT

A. Effect of Agreement

This Agreement shall be in full force and effect from the date approved by the Board after ratification and approval by the Union until June 30, 2008. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

Persons hired under an Alternative Certification Teaching Program, shall be part of the bargaining unit and thereby entitled to benefits and other terms and conditions of employment afforded to teacher personnel who are members of the bargaining unit.

It is understood by all parties, that persons employed under an Alternative Certification Program and thus possessing a provisional alternative certificate must complete all requirements agreed to by District 143 ½ and the partnering Illinois higher education institution, in which said teacher has enrolled, to continue employment.

B. Legal Basis

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II.
RECOGNITION, COMMUNICATION AND DUES

A. Bargaining Unit Membership

The Board of Education hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time certificated personnel in grades pre-school through eight including counselors, social workers, psychologists, and speech-language pathologists, but excluding administration. The Union agrees that in order to attract counselors, social workers, psychologists and speech-language pathologists and other areas identified as hard to fill by the State Board of Education as hard to fill, the Board has the right to offer them salary above the stated starting salary for their appropriate education and experience. This advanced placement shall not exceed the eighth (8th) step of the lane in which those in the aforementioned positions are placed. The Board agrees that if a counselor, social worker, psychologists, or speech-language pathologists is given a higher rate, then the salary of others in the same job category with equivalent education and experience will receive salary adjustments. Administration shall include but

shall not necessarily be limited to the following categories: (1) Superintendent, (2) Assistant Superintendent, (3) Principals, (4) Administrative Staff and (5) Facilitators. Persons hired under an Alternative Certification Teaching Program, shall be part of the bargaining unit and thereby entitled to benefits and other terms and conditions of employment afforded to teacher personnel who are members of the bargaining unit.

It is understood by all parties that persons employed under an Alternative Certification Program and thus possessing a provisional alternative certificate must complete all requirements agreed to by District 143 ½ and the partnering Illinois higher education institution, in which said teacher has enrolled, to continue employment.

B. Communication - Board & Union

The Superintendent of Schools and the Union President shall meet at least once a month, at either's request, to discuss school operations.

1. The Union may be accompanied by not more than three teachers.
2. Proposed changes in existing policies and new proposed policies for the District shall be subjects for discussion at such meetings. Such proposed changes in existing policies agreed upon by the Superintendent and the Union Committee shall be submitted to the Board for its consideration.
3. The same procedures as outlined above may be used for discussing operating procedures in a particular school with the exceptions that they need not be forwarded to the Board for their consideration.

C. Information Furnished to Union

The Board agrees to furnish to the Union, in response to reasonable requests, available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Union to process any grievance or complaint.

D. Placement on Agenda at Building Meetings

The Union may be given a place on the agenda, at the request of the Building Representative, at the regular building teachers' meetings for brief reports and announcements.

E. List of Members to Superintendent

The Union shall supply the Superintendent with a list of Union officers and keep it current by advising the Superintendent of any changes due to elections, resignations, appointments, or other reasons.

F. Union Leave Days (Professional Conferences or Conventions or Grievance Problems)

The President of the Union, or his/her designee, together with the reasons the President could not attend, shall be allowed five (5) school days per semester of his/her choice to attend educational meetings, professional conferences and conventions which are outside the District, to conduct other Union business, or to meet with teachers within the School District regarding problems or grievances. No more than two teachers shall utilize this Union leave on any one school day. The President shall submit the request in writing to the Superintendent for approval at least two (2) weeks prior to the meeting, when possible, together with a copy of the program, if applicable. Action by the Superintendent shall be taken and sent to the President of the Union at least one (1) week before the meeting. He shall be paid for the five (5) days per semester during which he/she is so engaged. In emergency situations, the Union President shall notify his/her principal that Union time will be taken.

G. Leave - Negotiations

Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss in pay.

H. Dues Deduction

All teachers who wish to become Union members must sign check-off cards, and that initial signing of the check-off cards does not have to be repeated for that teacher in the future. Those teachers who do not want to have a payroll deduction for Union dues must sign a list and submit it to the proper Union officers. The Union officer will forward this list to the office. These people will not have payroll deduction; all others are deducted automatically.

ARTICLE III.

GRIEVANCE PROCEDURES

A. Definition

1. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement and/or policy of this School District; or
2. That a teacher has been allegedly treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting teachers.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with the procedures.
2. All discussions shall be kept confidential during procedural stages of a grievance.
3. A teacher who participates in the grievance procedures shall not be subjected to discipline or reprisal because of such participation.
4. The administration has the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.

5. The failure of a teacher or the Union to act within the 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.
6. The teacher (or group of teachers) has a right to be present and to be represented.
7. In any instance where the Union is not represented in the grievance procedure, the Administrator making the decision will notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem either to violate any terms of the contract or to affect working conditions of the teachers in the bargaining unit, to the next grievance stages.
8. Hearings and conferences held 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. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay, for that purpose.
9. Under the following procedure, it is agreed that no grievance will be suspended or delayed by the summer vacation:

C. Procedure

First Stage: The aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal in the presence of a Union representative, if so desired, with the objective of resolving the matter. The filing of the grievance at the first stage must be within fifteen (15) school days of the aggrieved becoming aware of the grievance. The principal or other administrator who has authority to make a decision regarding the grievance shall make such a decision and communicate it in writing to the teacher, the Superintendent, and the Union President within five (5) working days.

Second Stage: In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher, or his Union designee, shall file the grievance within five (5) days of the principal's written decision or answer at the first stage. One copy shall be filed with the President of the Union and one copy with the Superintendent of District 143½, hereinafter referred to as the "Superintendent."

Within five (5) school days after such written grievance is filed, the aggrieved, the Union Grievance Committee, the principal, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file a decision within five (5) days of the second stage grievance meeting and communicate it in writing to the teacher, principal and Union President.

Third Stage: If the grievance cannot be settled at the second stage, the grievance shall be submitted to the Board of Education to be considered at its next regularly scheduled meeting unless an earlier or later date is agreed to by all parties. The aggrieved and the Grievance Committee may present a written brief to the Board and the Superintendent before they present the case orally.

Fourth Stage: If the grievance is not resolved satisfactorily to the Union within ten (10) days after the hearing before the Board (Third Stage), there shall be available a fourth stage of impartial arbitration. The Board shall submit its decision in writing to the Union. The Union shall submit a request in writing to enter

into such arbitration within twenty (20) days of receipt of the Board's decision. The American Arbitration Association shall be requested jointly by the parties to provide a panel of five (5) arbitrators within five (5) days thereafter. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. He/she shall abide by the rules of the American Association of Arbitrators. The Union may elect to process any arbitration pursuant to the expedited arbitration rules of the American Arbitration Association. The Board and the Union will abide in good faith with the decision of the arbitrator to the extent permitted by law.

Expenses which are common to both parties to the arbitration, including the cost of the arbitrator, shall be borne equally by the Board and the Union. Each party to the arbitration proceedings shall be responsible for compensating its own representatives and witnesses.

Fifth Stage: Both parties hereby agree to be bound by the arbitrator's decision with respect to any grievance arising as a result of a "contract dispute;" any other grievance shall at either party's election, be subject to judicial review without limitation with respect to the scope of said review.

Nothing in this Section shall be in derogation of the Board's powers and duties as set forth in the School Code of the State of Illinois.

ARTICLE IV.

WORKING CONDITIONS AND PROTECTION OF TEACHERS

A. Working Conditions

1. Interruptions

Unreasonable classroom interruptions are not to be permitted.

2. Healthful Working Conditions

Safe and healthful conditions shall be maintained throughout the District schools. The Board agrees to periodic inspections to be performed at Christmas and Easter Break. Complaints on the condition of rooms and washrooms shall be written to the principal of the school. The principal shall reply in writing to the teacher's written request of the action he/she plans to take within one (1) school day or sooner, if practicable. Should the complaining teacher be dissatisfied with the principal's response, he/she may file a written complaint with the Superintendent. The Superintendent, or another central office administrator in his/her absence, shall reply in writing within one (1) school day or sooner, if practicable.

3. Extracurricular Activities

Teachers may participate in extra-curricular activities, but in no event shall their attendance be required.

4. Faculty Meetings

Except in emergencies, one (1) faculty meeting may be held per month, not to exceed one (1) hour, commencing at the end of the regular school day.

5. New Teacher Orientation

Special attention, assistance and guidance in classroom technique shall be provided to every new teacher.

6. Parking Facilities

The Board shall provide adequate parking facilities for all teachers at the school to which they have been assigned and are employed.

7. Teacher Lounge

The Board shall make every effort to provide a clean and attractive teachers' lounge for all teachers, and adequate plans for such facilities shall be a part of any new building program. The Board will make every effort to provide privacy for telephone calls by teachers to parents and to conduct other school-related business. The Principal and staff will work out mutually acceptable accommodations on a building-to-building basis.

8. Distribution of Preparation

Within the realm of sound administrative practices, teachers shall be given opportunities to work with classes of varying achievement levels.

9. Work Day Defined

a. Regular days: The working day shall be as follows:

Regular Day Schedule

Teachers: 8:25 a.m. – 3:05 p.m.

Students: 8:30 a.m. – 2:50 p.m.

Extended Day Schedule

Teachers: 7:45 a.m. – 3:15 p.m.

Students: 8:00 a.m. – 3:00 p.m.

If at any time during the course of this agreement the school district finds it necessary to discontinue its extended day, the employees in the buildings that are affected will revert to the time and pay schedule of the Regular Day.

The teachers will have a duty-free lunch period equal to the regular lunch period in the school, but in no case less than thirty (30) minutes in each school day. The students will be required to stay on the campus during the entire school day but the teachers will be allowed to leave during their "duty-free" lunch.

b. Half-day institute/in-service days:

Three hours and 45 minutes from the beginning of the work day, with a thirty-minute duty-free lunch included in that time frame.

c. Half-day school improvement days:

Four hours and 30 minutes from the beginning of the work day with a thirty-minute duty-free lunch included in that time frame.

11. Substitute Teaching

In the event no substitute teacher is available to fill the position of any absent regular teacher, the following procedure will govern:

- a. Class Division
The class will be divided equitably by the principal among other regular teachers at the same class level where possible.
 - b. Pay-Class Division
The salary for teachers into whose classes these pupils are placed will equally split the pay from the amount of a substitute teacher's daily rate of pay. No teacher in a special program such as: Chapter I, Bilingual, Speech, Special Education, etc., shall be made to substitute for a regular classroom teacher unless all other possibilities have been exhausted to find a substitute or the principal determines an emergency exists. The principal must notify the Superintendent or his/her designee and obtain their approval to placing a special program teacher into the classroom.
 - c. Physical Education, Music and ENCORE Teachers
If a special event is scheduled during the class time of a scheduled art, music or physical education period, said art, music or physical education teacher shall be responsible for the class during that period. Physical education or music teachers shall not be used as substitutes for the regular classroom teachers. However, ENCORE teachers are required to work the equivalent of a full day unless stipulated by the Superintendent. Nothing in this Section is to be construed to encourage the practice of not supplying substitute teachers when needed.
 - d. Physical Education, Music and ENCORE Classes
All music and physical education classes shall begin on the first full day of student attendance and conclude on the last full day of student attendance. District assistance centers shall be available for use by teachers on the first full day of student attendance.
12. Student Safety
When the Union determines that the students and teachers are presented with conditions that could jeopardize their safety, it will so inform the Board of such conditions and suggest a plan in writing to provide for their safety.
13. Closing of Physical Plant
When school buildings are closed due to physical plant failure, the teachers of said buildings shall be dismissed by the Principal, and shall suffer no loss in pay, not later than thirty (30) minutes after all students have vacated the building or provisions made for their transportation.
14. Position Openings for Federal Programs
Notification to teachers of all position openings under the various federal programs shall be given.
15. Workshops or In-Service Training
a. Each year teachers shall attend workshops or in-service training programs of at least one (1) hour, which said workshop or in-service training program shall have been previously approved by the Superintendent. Said workshops or in-service training programs herein

contemplated shall be in addition to any institutes. Nothing contained herein shall apply to any teacher on sabbatical leave or any teacher pursuing a program of instruction pursuant to Article V A. of this Agreement. It shall be a responsibility of the administration to apprise teachers of the availability of any and all workshops or in-service training programs.

- b. Any teacher who attends a professional growth workshop, etc., beyond the regular school day as provided by the Superintendent or his designee, shall receive the sum of Fifty Dollars (\$50) per workshop, or as dictated by the grant.

16. Collections - Charitable

No teacher shall have responsibility for charitable drives or collections outside of his/her classroom unless voluntarily assumed by the teacher.

17. Institute Days

Only new teachers shall be required to attend orientation days. (Teachers who have been with the district more than one year may attend voluntarily.) However, all teachers are required to attend all four (4) institute days that may be scheduled during the course of the school year.

18. Holidays

Good Friday will be a non-attendance day. When Martin Luther King's birthday or Abraham Lincoln's birthday falls on a Sunday, then such holidays shall be celebrated on the Monday following such Sunday.

19. School Calendar - Conforms to State Law

The Board shall adopt from time-to-time a school calendar that does not exceed the minimum as prescribed by the present School Code and as amended from time-to-time, all of which time may be required teaching time, unless any portion thereof is declared as Special Holiday by the Board. The Union shall return the suggestions to the Superintendent no later than March 1st, so that the Union's suggestions can be considered in the formation of the calendar. Prior to Board approval, the Union will be given a copy of the draft calendar for review, and may comment on the draft calendar.

20. School Calendar - Adoption

Upon the Board's adoption of a school calendar consistent with the terms and conditions herein contained, the school calendar shall not thereafter be altered by the Board without the consent of the Union, unless such alteration is the result of a legal duty or obligation imposed on the Board by legislation or other legal process.

21. Scoring Standardized Tests

Teachers shall not be required to score standardized tests which they are required to administer by the administration.

22. Preparation Periods

Each teacher employed full-time shall be allotted time for classroom preparation while the students are participating in their physical education, art, music or other classes or as otherwise determined by the Superintendent. The Board shall hire at least three (3) full-time teachers in the areas of art, music or physical education and shall provide planning time of one (1) period per day of at least thirty (30)

minutes duration for Kindergarten through 3rd Grade teachers and One Hundred Fifty (150) minutes per week for all other teachers.

23. Student Discipline Authority

The administration and employees shall jointly consider problems relating to student behavior and discipline. Said parties shall be responsible for making recommendations to the Board for a uniform student disciplinary policy in the District.

24. Class Size

Effective with the 2008-2009 school year, the BOARD agrees to implement the following maximum class size program:

Pre-School:	will follow the grant stipulations
Kdg:	beyond 20/ 2 Teacher Assistants
Grades 1 to 5:	beyond 27/ 1 Teacher Assistant
Grades 6 to 8:	beyond 30/ 1 Teacher Assistant

If class size goes over the stated number, the class will be split if building space is available. If building space is not available, the teacher will receive a full time teacher assistant. The District will use the ADA for one month or twenty (20) consecutive days to determine class size number.

B. Protection of Teachers

1. Support of Teacher by Administration

Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

2. Teacher Assault

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If unprovoked, as determined by the Superintendent of Schools, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In the event the administration considers the teacher in the wrong in a specific situation and, therefore, feels compelled to overrule or withhold support, the teacher shall have the right to invoke grievance procedures under Article III of this Agreement.

3. Teacher Protection

Any teacher who shall be required to be absent from his/her duties because of court proceedings or related investigations growing out of a suit against him/her for performance of his/her duties while operating within Board policy shall not suffer any loss of salary.

C. Payment of Teachers - Year End Rule

Teachers shall receive the total remaining salaries held by the School District on or before the last day of school, subject to the following limitations:

1. Not more than ten (10) teachers benefit in any one (1) year;
2. Such request shall be filed by or on the first Monday in October of each school year with the Superintendent, either by mail or in person, and such requests as received shall be placed into a container from which, if there are ten (10) or less requests, each shall be honored as submitted, but if there are more than ten (10) such requests, ten (10) shall be removed at random from the container and those ten (10) shall be given the benefit of the payout in accordance with the year-end rule.

D. Parent/Teacher Days

1. Individual conferences between parents and teachers may be scheduled during the school day but may not conflict with the educational and supervisory process. The parent/teacher conference days shall be scheduled at the end of the first grading period and at the end of the third quarter.
2. The parent/teacher conference day in the first quarter shall be from 2:00 p.m. to 8:00 p.m. with a 1/2 hour break, and the third quarter parent/teacher conference day shall be from 8:30 a.m. to 2:30 p.m. with a 1/2 hour break.

E. Sick Leave Bank

1. Any member of the bargaining unit shall be eligible to participate voluntarily in a "Sick Leave Bank." Such employees who desire to participate in the "Sick Leave Bank" shall submit written notice of intent to so participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee to administer the provision of said "Sick Leave Bank" prior to October 1 of each year.
2. Membership in the Bank shall require a teacher to contribute a minimum of three (3) days of accumulated sick-leave which was earned in a year preceding the year of enrollment.

Additionally, in case of depletion of the Sick Leave Bank below the 65% level during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank.

3. A participant may cancel membership by so indicating in writing directed to the attention of the chairpersons of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.
4. Authorized withdrawals by participating teachers from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee, and their decisions shall be

final. No one shall draw from the bank until a doctor's certificate of illness (excluding normal pregnancy) is provided to the Committee, and the participating teacher applying for such withdrawal has, in fact, depleted his or her accumulated sick leave and has been absent without wage for two (2) days. Teachers are eligible for withdrawal from the Bank for only one (1) continuous illness per school year. A teacher may apply for additional withdrawals if necessary upon depletion of the initial withdrawal. Maximum sick leave credit withdrawn from the Sick Leave Bank for any continuing illness shall not exceed the difference between the accumulated sick leave of the applicant at the date of such illness and a total of one hundred eighty five (185) working days (total accrued sick leave and approved sick leave withdrawal from Sick Leave Bank).

5. The Sick Leave Bank Committee referred to herein shall be composed of five (5) participating members appointed by the Posen-Robbins Federation of Teachers, Council 1173, Local 943, American Federation of Teachers, AFL-CIO. Operating rules and regulations for the Sick Leave Bank shall be developed, implemented and altered when necessary by the Committee.
6. The Posen-Robbins Federation of Teachers agrees to indemnify, and save and hold harmless, the Board of Education, its employees and agents, from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceedings which might arise as a result of this Article.
7. Any dispute which arises as to the administration of this Section shall be non-grievable.
8. The Sick Leave Bank Committee shall write its own rules of operation.
9. Any member who is receiving benefits from the Teachers' Retirement System, is absent for illness or injury due to a work-related accident (which is compensable under the Illinois Workers' Compensation Act), may not avail himself/herself of any benefits of the Bank. Teachers who are on Board-approved leaves of absence shall be ineligible to withdraw from the Sick Leave Bank.
10. Any costs or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union.

F. Fair Share

1. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement or upon their initial employment, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
2. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union; provided, however, that the Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The Union shall be sent, in writing, by the business office, the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

4. The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.
5. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, action, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice certification, affidavit or assignment furnished under any such provisions.
6. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter in a reasonable amount of time for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or Court.

G. Mileage Reimbursement

Teachers, when using their personal automobile for school-related business, shall be paid per the current Internal Revenue Service rate per mile for all required travel on approved school district business as long as appropriate documentation is tendered to the Superintendent or his designee.

ARTICLE V.

**CURRICULUM PLANNING AND
SELECTION OF INSTRUCTION MATERIALS**

A. Curriculum Committee

The Board of Education delegates to the Superintendent of Schools the duty and responsibility for the appointment and responsibility of the appointment and development of a Curriculum Development and Instructional Materials Committee. This committee shall consist of the Superintendent or his designee as permanent chairman and not less than three (3) nor more than five (5) additional members from the District's administrative staff, and not less than three nor more than five teachers, each teacher to be selected from a different school. The Union president or his/her designee shall be a permanent member of the Curriculum Committee.

Said Committee shall be a standing committee, each member appointed to serve for the period of one (1) school year, and reappointed or replaced as the case may be as vacancies may occur from year to year, which said members shall serve without additional compensation and meet as often as may be required but not less than two (2) times annually, all of which meetings shall be on school time.

B. Committee Selection of Text Books

It shall be the duty of such permanent Committee members or any teacher in the District to submit to the Committee for review, study and selection, any texts, books, or instructional materials that they may deem to be in the best interest of the District, the pupils and students thereof, and the improvement of the curriculum and educational standards of the District as a whole.

The Committee shall have available for each teacher in the District a list of all tests and instructional material in use. This list shall be current as of the commencement of each school year, together with all other materials and supplies available to any teacher, all of which supplies, educational materials, and equipment shall be equitably available to each teacher and to each school as may be required, procedures therefore to be developed by said Committee. Except for good cause shown in writing by the Superintendent, all books, supplies, and other student instructional materials shall be provided on or before the first day of school unless materials are backordered, placed in prospective classrooms, and available throughout the school year. If material is unavailable on the first day, teachers should be notified and given additional or supplemental materials.

C. Committee Recommendations to the Board of Education

The Board of Education agrees to purchase such texts and educational materials and supplies as the Committee may from time to time recommend within the limits of the Board's financial ability to so comply and the availability of such texts or materials, and further agrees that if such texts or materials as recommended are not available, it will within the same limitation purchase alternate or substitute selections or recommendations made by the Committee.

D. Teacher Evaluation Instrument

The Illinois School Code and the Administrative Code require that a committee of faculty and administration is convened for purposes of creating a Teacher Evaluation Plan. 105 ILCS 5/24A-4, 23 Illinois Administrative Code, Ch.I.S. 50.40.

ARTICLE VI.

PROMOTION AND TRANSFER

A. Vacancies - Teaching

The Superintendent shall fill vacancies in the faculty through promotion or transfer of District employees in order to maintain quality education and equity throughout the District to be in compliance with Title I comparability law.

B. Teaching Positions

Teaching positions shall be filled with the most qualified person available. All qualifications being equal in the Superintendent's judgment, preference shall be given to District employees with emphasis on seniority.

C. All Vacancies - Posting of School Calendar

Vacancies including teaching positions, principal ships, State programs, coordinator of special education teachers, central administrative positions or newly created administrative positions shall be posted on individual school official bulletin boards during the school year. During summer months, all vacancies in the positions listed above shall be posted on the personnel office official bulletin boards. Copies of all vacancy notices shall be placed in the District mailbox of the President of the Union. Teachers interested in such position shall submit their application in writing for acceptance or rejection of this position.

D. School Calendar (Teacher Assignments and Transfers)

1. Teachers shall be notified by April 30 and be presented with a copy of the school calendar for the forthcoming year, when possible, *together with a letter with each teacher's tentative assignment* with respect to school and grade.
2. Every transfer shall be in conformity with the seniority rules outlined in this Agreement, except that where other factors considered by the Superintendent are thought to be of paramount importance, the transfer may be made by the Superintendent on the basis of such factors. Prior to any transfer consummation, the Superintendent shall have a conference, whenever possible, with the teacher being transferred (with a Union representative present, if so desired by the teacher) to discuss the reason for transfer, provided, however, such conference shall be held at the first available opportunity where otherwise not afforded. Such provision for conferences shall also apply to decisions on request for transfers.

E. Change in Teaching Assignment

1. No change in teaching assignment shall be made during the school year within a building unless the teacher(s) involved approves of such change, provided teaching assignments by school shall reflect Equal Employment Opportunities Commission guidelines.
 - a. When possible, teachers shall be notified by the Superintendent, in writing, thirty (30) days prior to the start of the regular school term if they are to be transferred to another school building from the one in which they taught the previous year. Prior to the change, a conference shall be held to discuss the building change. When a change occurs less than (30) days prior to the start of the school year which necessitates a change in teaching assignment, the superintendent will confer with the affected teacher. A representative of the teacher's choice shall be present.
 - b. The Superintendent or his designee shall allow the District's maintenance employees to physically relocate a teacher's classroom supplies and equipment to facilitate the school building change within five (5) days after the beginning of the school term.

F. Summer School Employment/Extended Service Positions

- a. All teachers working in any professional capacity for the District during the summer where certification is required shall enter into a contract for said work. The contract shall be issued at the time of hiring, specifying period of time, duties and compensation for said work. Teachers on the current year's teaching staff shall be notified of such opportunities and summer employment as they arise. All teachers currently on the staff who may be working in an equal or comparable program contemplated for the summer session shall be given a preference, provided all qualifications and other factors are equal.
- b. A list of all new open positions for extended service positions excluding summer school shall be posted on the bulletin board of each school office. Qualification and compensation for each position shall be included in the original posting of each position.

G. Tuition Reimbursement

Regularly employed full-time teachers, employed by the District for at least one (1) year, shall be entitled to tuition reimbursement for graduate level courses related to procuring advanced degrees in the education field or for those courses relevant to the teacher's responsibilities to the District, provided the course is approved in advance by the District. The District shall reimburse each teacher, completing approved coursework, in the amount of \$450 per class for a maximum four classes per year provided teachers obtain a grade B or higher as verified by the official transcript. The tuition reimbursement shall have a cap of \$10,000 for the 2008 - 2013 school years for the entire bargaining unit and the District shall not be required to expend more than the \$10,000 for tuition reimbursement per year.

ARTICLE VII.

WELFARE BENEFITS AND LEAVES

A. Sabbatical Leave

Teachers, after completion of at least six (6) years of service on a full-time basis, shall be eligible for sabbatical leave as outlined in Sections 5/10-21.1 and 5/24-6.1 of the Illinois School Code. The procedure for this is as follows:

1. Leave may be granted to a maximum of six (6) teachers per school year.
2. A sabbatical leave plan must be submitted with the request.
3. A sabbatical leave committee will be formed to review plans. This committee will consist of: appointed by the Superintendent—one (1) central office administrator, one (1) school administrator; appointed by the Union President—four (4) teachers. The Superintendent or his designate will chair the committee. He/she will not serve in a voting capacity.
4. Recommendations will be made by the majority of the committee.

5. Applications must be received by February 1, and the recommendations made to the Board at the March School Board Meeting.
6. The committee shall render its judgments on the basis of the benefit of the plan to the School District and on the seniority of the applicant as outlined in Article VIII.
7. Any teacher taking a sabbatical leave under this provision shall be required to teach no less than two (2) years in District 143½ upon returning.
8. Where feasible, teachers returning from a prearranged sabbatical leave shall be placed in the same room of the same school in which they were previously teaching, if they so request at the time they leave.

B. Maternity/Child Care Leave

All regularly employed teachers starting with the second year of employment may apply for a maternity/child care leave of absence for the purpose of caring for his/her newborn or adopted child less than five years of age. The Board shall provide, upon the written request of any teacher, a maternity/child care leave not to exceed the remainder of the school year during which the child is born or adopted and the subsequent school year. Such leave shall be without pay; however, accumulated sick leave may be used prior to the commencement of said leave or in combination with the uncompensated leave. A teacher on an approved child care leave may elect to continue membership in the District's insurance plan, provided such is permissible at such time with the insurance carrier at the teacher's expense. Request for such leave shall be in writing to the Superintendent at least 90 days prior to leave commencement and a thirty day notice shall be submitted prior to the termination of said leave. Every effort shall be made to have such leave terminate prior to the start of a new school term or at the beginning of the second semester. The Board of Education shall assume no liability for accident, injury or death of a pregnant teacher or unborn infant as a result of teaching during pregnancy. Upon return from maternity/child care leave, the teacher shall be reinstated to his/her former position, *if available* provided the leave is terminated at the conclusion of the school year during which requested. If the maternity/child care leave exceeds the remainder of the school year during which it is requested, the teacher shall be guaranteed a position most similar to the one held prior to the commencement of the leave. Upon return, the teacher will earn the same salary received at the time of the commencement of such leave. In the event that the recipient of such leave has actually been compensated for at least one-hundred seventy (170) days of the total of teaching days of the school year during which such leave is granted, the teacher will receive credit for having completed that year, upon the teacher's return to service.

It is understood by all parties that non-tenured teachers shall be granted childcare/maternity leave subject to all the conditions applicable to tenured teachers provided the term of such leave shall not be considered in computing full-time employment under Section 5/24-11 of the School Code for purposes of the continuous employment necessary to attain contractual service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year

Nothing in this Section shall be construed to prohibit a pregnant teacher from teaching until she is disabled, then during such disability utilizing her sick leave, if any. Additionally, the teacher may return to work when she is no longer disabled or take a child care leave immediately after expiration of pregnancy disability.

C. Officially-Granted Leaves

Officially-granted leaves shall not affect contractual continued service. Leaves shall be granted only to teachers who have at least three (3) years of service in District 143½. Teachers on officially-granted leaves shall receive credit for that period of time after returning.

D. Family and Medical Leave Act

All full-time teachers are entitled to leave according to the terms of the Family and Medical Leave Act subject to the following provisions:

A. Definitions – As used in this Section:

1. "Eligible employee" means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
2. The term "academic term" means that portion of the school year, July 1st, to the following June 30th, when school is in actual session.
3. The term "academic year" or "school year" means July 1st to the following June 30th.
4. The term "calendar year" means January 1st to December 31st in each given year.
5. The term "equivalent position" shall mean any position for which an eligible employee is qualified to perform with compensation and benefits received by the eligible employee prior to being granted leave under this Section.
6. Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Purpose – Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period (as defined in subsection 3 herein) for one or more of the following reasons:

1. The birth of a child;
2. The adoption of a child or the placement of a foster child;
3. To care for a spouse, son, daughter, or parent who has a serious health condition; and
4. A serious health condition that makes the employee unable to perform his/her job.

C. For purposes of this leave section, a twelve (12) month period shall be defined as the twelve (12) month period measured forward from the date any eligible employee's first FMLA leave begins.

D. Duration – Leaves requested for the purposes listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible employee or unless the employee is, by virtue of another Section of this Article, entitled to a leave of longer duration.

The District acknowledges its practice of not prohibiting an employee from taking unpaid FMLA leave of up to twelve (12) weeks in addition to any paid sick leave.

E. No eligible employee may use personal leave within two (2) weeks of FMLA leave.

F. Notification – In any case in which the necessity for leave under sub-paragraphs (A) or (B) is based upon an expected birth of a child, the eligible employee shall provide the Superintendent at least sixty (60) days' notice before the date the leave is to begin, of the employee's intention to take leave under such sub-paragraph. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

G. End of the Academic Term – If an eligible employee begins leave:

1. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
2. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and
3. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

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

Intermittent Leave

Leave under this provision may be taken intermittently under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently only if approved by the Superintendent.

Continuation of Insurance Coverage During Leave

The employee may continue insurance coverage while on leave with the employee and the employer paying their premium shares according to the collective bargaining agreement.

F. Insurance

1. Dependent Coverage

The Board shall pay a portion of the cost of dependent insurance from the following schedule:

- a. For the 2008 - 2013 contract, the Board shall pay up to \$16,000 per year toward the cost of dependent insurance. Should fifteen (15) or less teachers elect dependent coverage on or before the first day of the school term of the 2008 - 2013 school years, the Board shall pay

\$650.00 per year toward the cost of each teacher's dependent insurance. Should more than fifteen (15) teachers elect dependent coverage on or before the first day of each school year, the \$16,000 shall be prorated equally among such teachers, and the Board shall pay the amount so determined toward the cost of dependent coverage. In no event shall the Board pay more than \$16,000 per school year during the 2008 - 2013 contract toward the cost of teachers' dependent insurance in any given school year.

- b. Those teachers who elect dependent coverage as per the terms and conditions of said group insurance plan on or before the first day of each school year may at that time elect that the Board remits for him/her during said school year to the insurance carrier a sum equal to the premium for the dependent coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due a teacher in the form of salary shall be the employee's yearly wage less the payment by the Board, paid in installments as otherwise provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the teacher pursuant to the Collective Bargaining Agreement.

The teachers shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death of the insured dependents.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Union and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this Section.

G. Sick Leave

1. Sick Days

All non-tenured teachers shall receive fifteen (15) days sick days leave in each school year; tenured teachers shall receive seventeen (17) days annual sick leave in each school year in lieu of personal days. The Board shall render an annual statement of the number of sick days each teacher has accumulated. A maximum of two years per TRS allotment may be accumulated. Upon retirement, teachers will receive \$50.00 payment of any accumulated sick days not needed for TRS credit. A half-day sick day without advance notice may only be used for a legitimate illness. If a half-day sick day is used for a medical appointment, at least one week's notice must be given to the District. A half-day sick day is defined as one half (1/2) of the workday, which equals three hours and 20 minutes. Schools on an Extended Day schedule, a half-day sick day equals three hours and forty five minutes. However, with the second and any subsequent sick day in any school year that falls on a

teacher institute day, a doctor's excuse must be provided in order to receive compensation for said day.

2. Accumulating Sick Days:

A maximum of two years per TRS allotment may be accumulated.

H. Bereavement Leave

Each bargaining unit member shall be entitled to three bereavement days in the event of a death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardian as evidenced and verified with legal documents) of the teacher.

I. Emergency Leave

Each teacher shall be entitled to two (2) emergency days for matters which cannot be handled during non-school days or hours. Valid reasons for emergency leave will include court appearances (except for suits brought against the Board), personal legal business hours on days when school is in session, major holidays of the teacher's religion, attendance at funeral of close personal friends and of relatives not covered by bereavement days, and other personal affairs over which the individual has no control. Written applications for such leave shall be made to the Superintendent for his/her approval stating the reason for the emergency, provided that in an extraordinary circumstance, such application may be made at a later time with an explanation. Except in the instance of an extraordinary circumstance (which shall be explained), emergency leave shall not be granted during the first five (5) or the last five (5) teacher employment days of the school year or on the teacher employment day immediately preceding or following a school holiday or recess period. Emergency leave days can only be used when an employee's total sick leave days have been exhausted.

J. Jury Duty

All District employees' attendance on jury duty shall be paid their full salary during any period of such active service upon submission for payroll purposes a certification from the court authenticating such attendance and service, retaining for their own use any compensation paid by the court for such service, but waiving, however, all claims against the School Board for any expenses incurred in and about such jury duty.

K. End-Of-Career Salary Increases

For teachers at least fifty-four and one-half years of age (54 1/2) at the time of retirement and with at least fifteen (15) years of service to the District, the Board agrees to increase such Teacher's final year or final two years' full-time salary as described below. The manner of payment will be determined by the District, but full payment will be made no later than the last regular paycheck due such Teacher. (Compensation of part-time service to the District shall be on a pro rata basis.)

To be eligible to participate in this program, the Teacher shall:

1. Have fifteen (15) or more years of TRS service at the time of retirement;
2. Retire into the TRS System upon the last day of teaching for which retirement contributions were made.
3. The employee who intends to retire under this program must give written irrevocable notice of intent to retire between January 1 and March 1 of the school year before salary increases are to begin, except: that, individuals applying for a one (1) year six percent (6%) increase for the 2008-2009 school year (retirement effective at the end of the 2008-09 school year) or applying for two (2) years of six percent (6%) salary increases starting in the 2008-09 school year (retirement at the end of the 2009-10 school year) must give such notice by November 1, 2008.
4. Individuals receiving one (1) year six percent (6%) salary increase will receive an increase in their final year's salary of six percent (6%) greater than their previous year's salary as shown on the previous year's teacher's salary schedule, excluding from these calculations any other compensation or creditable earnings such as extra curricular stipends, longevity payments, or extra duty pay.
5. Individuals receiving two (2) six percent (6%) salary increases will receive the first year's increase as described above in Section 4. The second and final year's increase will be six percent (6%) greater than the first year's salary.
6. When a teacher begins receiving end-of-career salary increases, the teacher is removed from the salary schedule and may not thereafter or simultaneously begin to receive longevity payments. If longevity payments were being made to the teacher in the school year before the end-of-year salary increases begin, the longevity payments may continue, but such payments may not be increased.
7. If, as part of the prior year's compensation, the teacher earned a stipend or extra duty pay, the teacher may continue to earn it (or another of equal or lesser value) at the contractual rate. If the teacher ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, the teacher may not increase his/her extra duty or stipend earnings in subsequent years if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%. A teacher also may not earn a stipend or extra duty pay of greater value if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%.
8. District 143 1/2 shall continue to contribute \$750.00 per year towards insurance coverage for retirees until the teacher reaches the age of 65 or until eligible for Medicare, whichever occurs first.

9. These retirement benefits are available only to eligible employees who give the required notice during the 2008-09 through 2012-13 Collective Bargaining Agreement.
10. Teachers receiving these retirement benefits and increases will not receive any other additional pay increases and will not receive step increases or move horizontally on the salary schedules. This retirement incentive replaces the benefits available under Article VII of the 2003-2008 Collective Bargaining Agreement. Teachers who have submitted notices of intent to retire under that Collective Bargaining Agreement or who receive retirement benefits under any other collective bargaining agreement are not eligible for these six percent (6%) increases.
11. The Union shall hold the Board harmless from and will indemnify the Board from any and all suits and/or claims for taxes and otherwise against the District as a result of the District's participation in this early retirement plan, including court costs and the Union attorney's fees. Prior to receiving benefits from the District's early retirement plan, the affected teacher shall sign a "hold-harmless" form as provided by the Board. In the event a teacher does not sign the "hold-harmless" form, this early retirement plan in District 143½ shall not be available to said teacher.
12. This early retirement plan as described above, including any subsequent decisions by the Administration and/or Board relative to administering this plan shall not be subject to any of the provisions of the Grievance Procedure contained in this Agreement.

ARTICLE VIII.

SENIORITY

- A. System-wide seniority shall be the length of service as a full-time classroom teacher in the system.
- B. Building seniority shall be the length of service as a full-time classroom teacher in the present building.
- C. Where length of service as a full-time classroom teacher in the system is equal, the date of appointment shall be the determining factor.
- D. Building seniority shall be superseded by system-wide seniority.
- E. Each building principal shall maintain a list showing the building seniority of each teacher and the list shall be posted in a prominent place in the faculty lounge or the principal's office.
- F. The Superintendent of Schools shall make available to any teacher this system-wide seniority list as it may affect or contribute to the resolution of any specific problem.
- G. Under no circumstances shall any teacher transferring into School District 143½ from another district, county, or state, be placed higher on the individual building or system seniority in School District 143½ or any building therein.

- H. Teachers will be assigned classrooms according to actual building seniority in any school to the extent it is compatible with the organizational pattern of the building.
- I. Whenever possible, teachers shall be assigned on the basis of subject field qualifications, and whenever qualifications are equal, seniority shall apply, provided that where other factors considered by the Superintendent are thought to be of paramount importance, the assignment may be made on the basis of such factors.
- J. The Board of Education shall prepare annually a system-wide seniority list for all certificated personnel, which before publication shall be submitted to the President of the Union for verification, confirmation or corrections, and returned within thirty (30) days of receipt thereof, which said seniority list shall be the official list wherever seniority is a factor under this Agreement, any corrections to be resolved within said thirty (30) day period.

ARTICLE IX.

BOARD RIGHTS—MANAGEMENT CLAUSE

Except as provided herein, the Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and course of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

- A. The Union recognizes that illegal concerted action by teachers is contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of profession, without interruption of the school program.
- B. Accordingly, the Union agrees that during the term of this Agreement, it shall not strike and shall not picket in any manner.

ARTICLE X.

PERSONNEL FILES

- A. Personal Character

All matters involving personal character which are to become a part of a teacher's records shall be discussed in person with the teacher, and before a written record is prepared, the matter shall be discussed with the Superintendent of Schools in a conference involving both parties if such conference is requested by either party.

B. Quality and Fitness to Teach

All matters involving quality or fitness to teach, which are to become a matter of record, shall be discussed with the teacher involved by the person making the record. If a conference with the Superintendent of Schools is desired, it may be requested within fifteen (15) school days from the date of such discussion by either party and such request shall be granted.

1. Copies of Material

In both A and B outlined above, if a written record is made, it shall be in a narrative form and the teacher, Superintendent of Schools, and the person making the report shall be given a copy of the report that has been signed by the party making the report and acknowledged in writing by the teacher. The report shall be in the following form:

2. Conference Report Form

CONFERENCE REPORT

Date of Conference: _____

Conference with: _____

REPORT

Reporter

I acknowledge that the above conference was held on the date indicated, but the signing of this report does not constitute agreement.

3. Companion Report

In both A and B outlined above, the teacher has the privilege of making a companion report within fifteen (15) school days following receipt of the original report but prior to any conference with the Superintendent. This companion report shall be made a part of the original report.

C. Computation Sheets

Computation sheets containing personal information concerning each bargaining unit member shall be delivered to that person in a sealed envelope. The computation sheets must be returned within one (1) week of receipt from the administration.

D. Access to Personnel Files

A teacher shall have access to his/her personnel files at any time upon providing seventy-two (72) hours notice to the District.

ARTICLE XI.

DISCIPLINE

1. Progressive Discipline: The School District agrees to the tenets of corrective and progressive discipline and will generally adhere to the following, unless, in the District's opinion, a higher level of discipline is warranted:
 - A. Oral warning (notation of oral warning to be placed in file)
 - B. Written reprimand
 - C. Suspension
 - D. Discharge
2. Prior to notifying the employee of the measure of discipline, the School District shall afford a reasonable opportunity for a meeting with the employee involved for the purpose of providing all relevant documentation, contemplated measure of discipline, and names of witnesses relating to the facts of the charge, and to permit the employee to rebut the charges if the employee so desires. The Employee shall be entitled to the presence of a union representative if he/she requests one and if one is available. The meeting shall not be detained if a union representative is not available.

ARTICLE XII.

MISCELLANEOUS

A. Changing the Policy or Practice

Whenever the Board of Education is considering changing policy or practices which would directly affect teachers, their wages, total hours of employment per day, continuity of daily work schedule, and all other working conditions of employment, the Superintendent shall advise the Union of such policy change prior to adoption of such policy. The Board shall bargain the impact of such changes with the union.

B. Copy of Tentative Budget

Information on all funds from whatever source received or anticipated by District 143½ shall be made available to the President of the Union upon request. A copy of the tentative budget for the coming fiscal year will be provided for the Union, and explanation of the line items will be made by the Superintendent upon the request of the Union President.

C. Negotiations

Each negotiating team shall have no more than seven (7) members present during the actual negotiations meetings.

ARTICLE XIII.

SALARY

Salary Increases

Salary Steps:

BA through BA 18 salary Step increase frozen at 15 years

BA 24 salary Step increase frozen at 20 years

MA through MA 36 salary Step increase frozen at 30 years

Regular Salary Schedule:

8:25 a.m. – 3:05 p.m.

During the 2008 - 2010 school years teachers will receive a 6 % salary increase.

During the 2010 – 2011 school years, 2011 - 2012 school year and 2012 - 2013 school year teachers will receive a 3.5%, 3.3% and 3.2% salary increase respectively.

Extended Day Salary Schedule:

7:45a.m. - 3:15 p.m.

During the 2008 - 2010 school years teachers will receive a 4% salary increase.

During the 2010 – 2013 school years teachers will receive a 3% salary increase.

An employee in Lanes BA through BA 18 who becomes frozen will receive a 2.5% salary increase per year for the life of the contract.

From BA 24 and beyond an employee will receive 3% per year salary increase for the life of the contract.

All other employees who are currently beyond the above stated frozen salary Steps in all Lanes will receive the above stated salary increases during the 2008 - 2013 contract.

IN WITNESS WHEREOF, the parties have caused these presents, executed in duplicate originals, to be signed and sealed by their Presidents and attested by their Secretaries, as of the ____ day of _____, 2008 at Posen, Illinois.

**BOARD OF EDUCATION,
POSEN-ROBBINS SCHOOL DISTRICT
NO. 143½, COOK COUNTY, ILLINOIS**

By: _____
President

ATTEST:

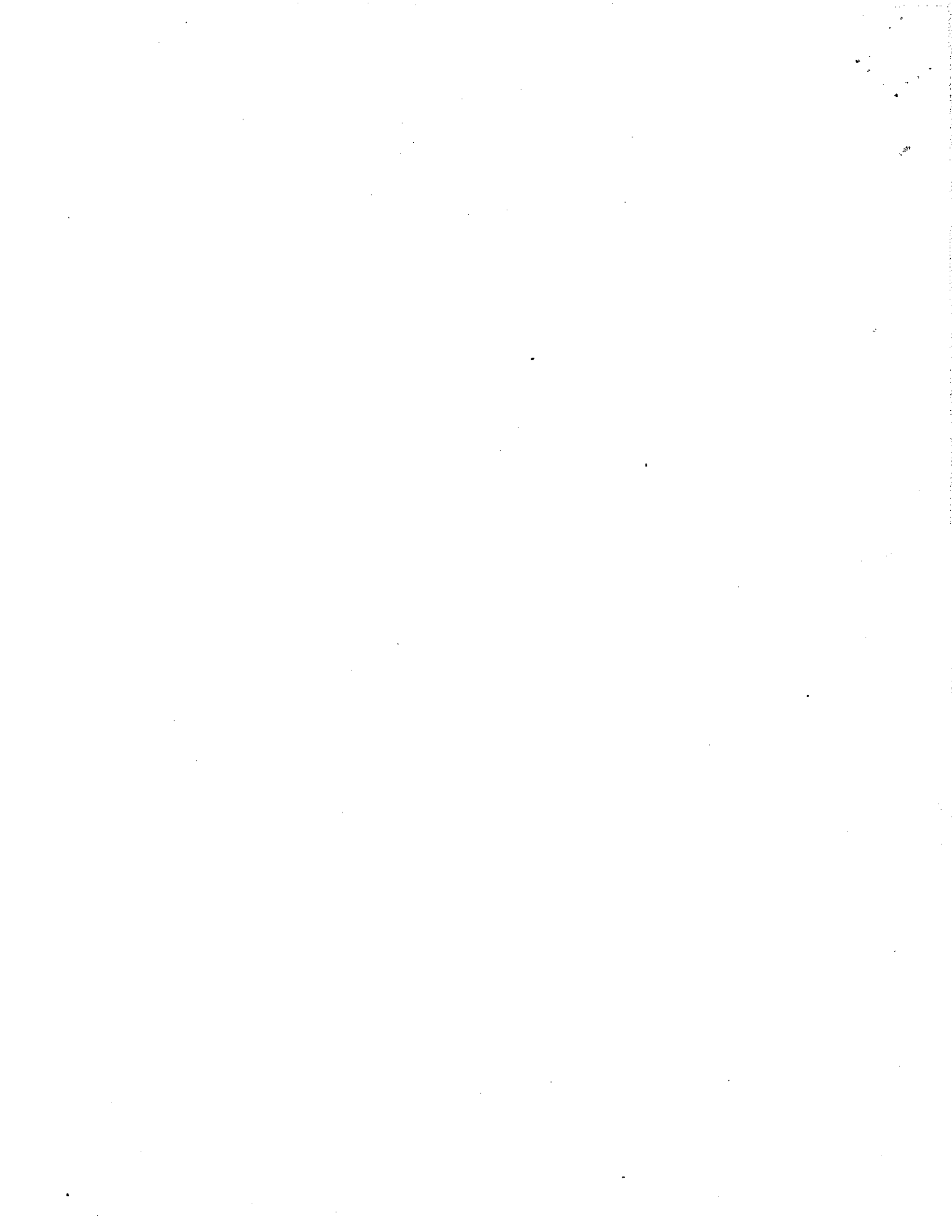
Board Secretary

**POSEN-ROBBINS FEDERATION OF
TEACHERS' COUNCIL 1173,
AFT LOCAL 943, AFL-CIO**

By: _____
President

ATTEST:

Secretary



Regular Salary Schedule:

8:25 a.m. - 3:05 p.m.

During the 2008 - 2010 school years teachers will receive a 6 % salary increase.

During the 2010 - 2011 school years, 2011 - 2012 school year and 2012 - 2013 school year teachers will receive a 3.5%, 3.3% and 3.2% salary increase respectively.

Extended Day Salary Schedule:

7:45a.m. - 3:15 p.m.

During the 2008 - 2010 school years teachers will receive a 4% salary increase.

During the 2010 - 2013 school years teachers will receive a 3% salary increase.

All Certified Staff at schools on the extended day schedule shall receive a stipend in addition to their regular salary. Certified staff members with one (1) to five (5) years of seniority will receive a thirty dollar (\$30) per diem stipend in addition to their regular salary, and those with six (6) or more years of seniority will receive a thirty-five dollar (\$35) per diem in addition to their regular salary. The stipend will be based on a One hundred sixty-five (165) day school year and paid in equal quarterly payments. Each certified staff member with one to five years of seniority will receive four equal payments of \$1,237.50 and those with six or more will receive four equal payments of \$1443.75.

An employee in Lanes BA through BA 18 who becomes frozen will receive a 2.5% salary increase per year for the life of the contract.

From BA 24 and beyond an employee will receive 3% per year salary increase for the life of the contract.

All other employees who are currently beyond the above stated frozen salary Steps in all Lanes will receive the above stated salary increases during the 2008 - 2013 contract.

IN WITNESS WHEREOF, the parties have caused these presents, executed in duplicate originals, to be signed and sealed by their Presidents and attested by their Secretaries, as of the ___ day of _____, 2008 at Posen, Illinois.

**BOARD OF EDUCATION,
POSEN-ROBBINS SCHOOL DISTRICT
NO. 143½, COOK COUNTY, ILLINOIS**

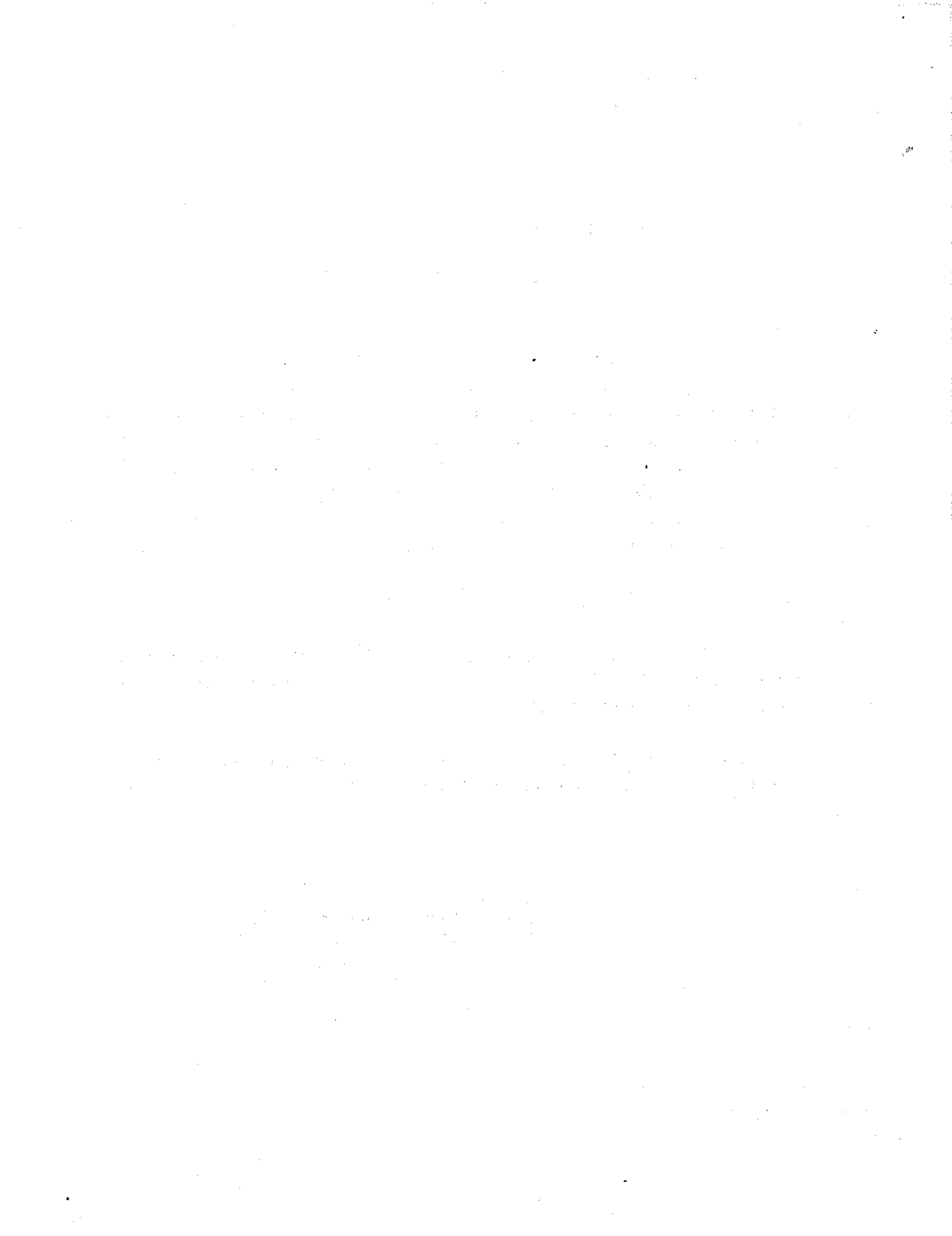
By:

Bertha Okavumi

President

ATTEST:

Kathy Novak
Board Secretary



**POSEN-ROBBINS FEDERATION OF
TEACHERS' COUNCIL 1173,
AFT LOCAL 943, AFL-CIO**

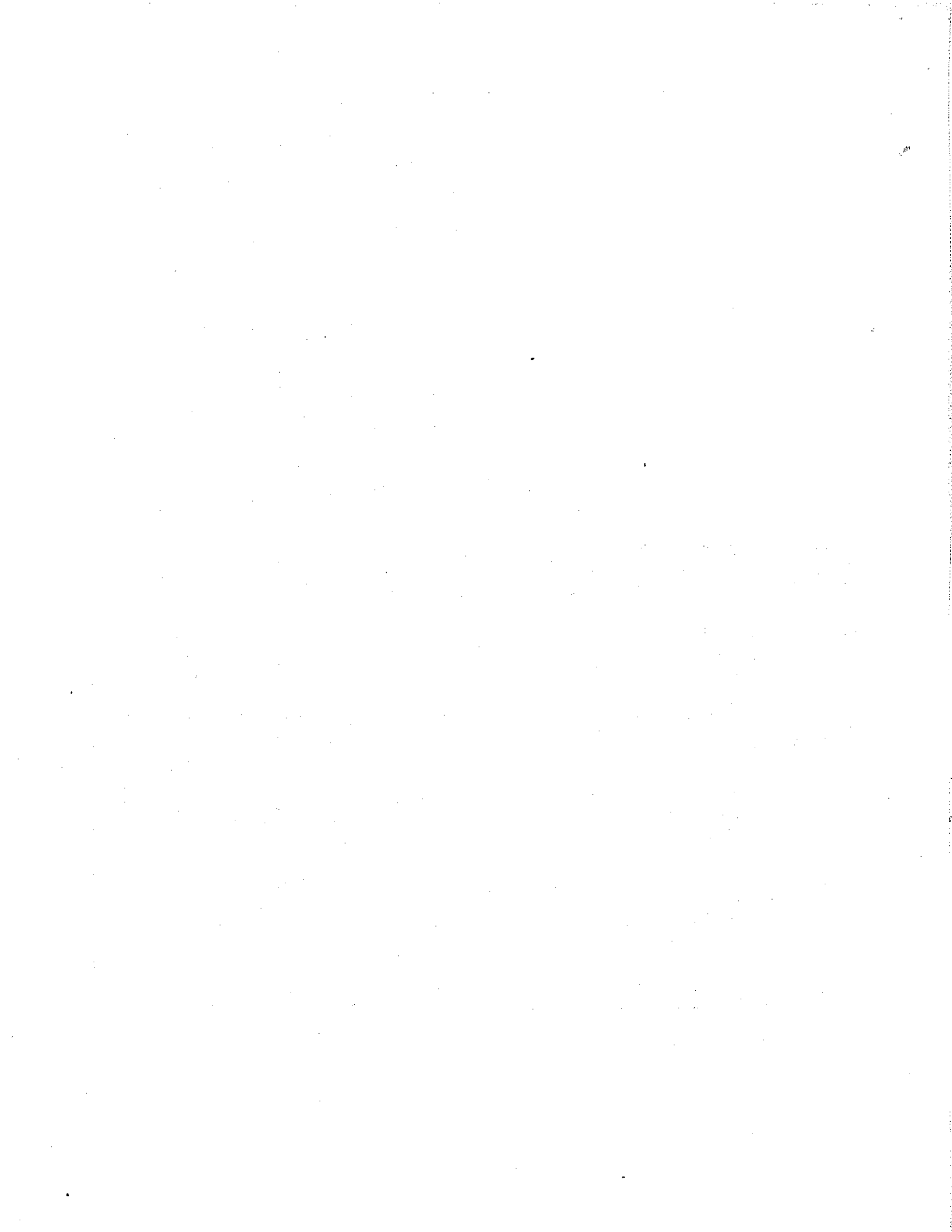
By: _____
President

ATTEST:

Secretary

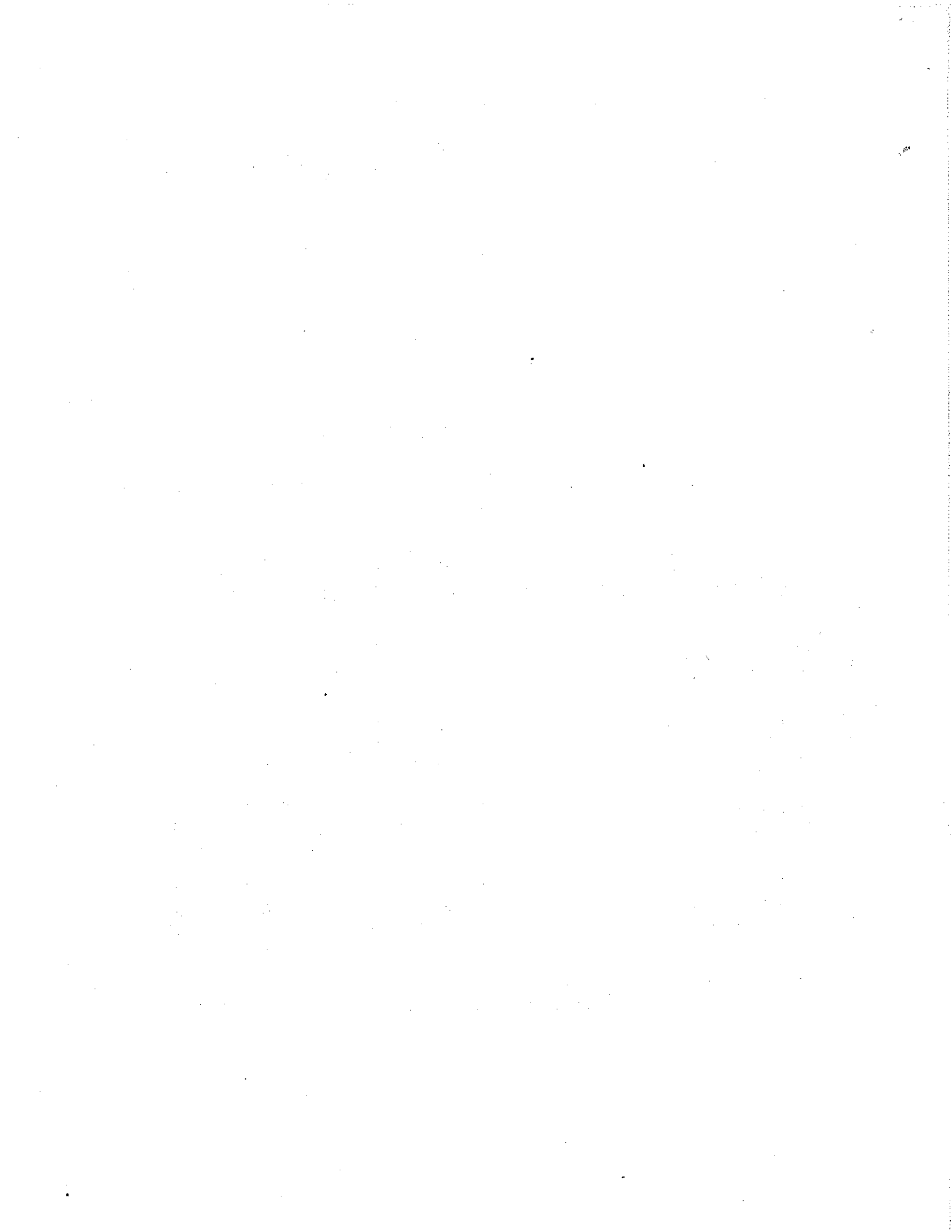
2008-2009 TEACHER SALARY SCHEDULE @ 6% INCREASE (Childs, Gordon/Turner)

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+12	MA+18	MA+24	MA+36	
1	31,415	32,239	32,857	33,475	34,196	35,020	35,123	35,404	35,568	35,890	1
2	32,330	33,178	33,814	34,450	35,192	36,040	36,146	36,435	36,604	36,936	2
3	33,231	34,117	34,782	35,446	36,222	37,108	37,219	37,521	37,697	38,044	3
4	33,985	34,906	35,597	36,288	37,095	37,786	38,131	38,446	38,630	38,990	4
5	34,745	35,703	36,422	37,140	37,980	38,698	39,058	39,384	39,575	39,950	5
6	35,511	36,509	37,256	38,003	38,876	39,623	39,997	40,337	40,535	40,926	6
7	36,546	37,590	38,373	39,156	40,069	40,852	41,245	41,601	41,809	42,217	7
8	36,686	37,779	38,633	39,486	40,339	41,192	41,549	41,905	42,802	43,222	8
9	37,027	38,020	38,830	39,792	40,756	41,719	42,071	42,428	43,836	44,257	9
10	37,383	38,262	39,023	40,097	41,171	42,246	42,602	42,960	44,853	45,274	10
11	37,764	38,502	39,481	40,500	41,448	42,564	42,916	43,272	45,869	46,290	11
12	38,144	38,867	40,197	40,902	41,725	42,859	43,234	43,591	46,887	47,307	12
13	38,551	39,234	40,914	41,117	42,202	43,667	44,023	44,379	48,920	49,341	13
14	38,979	40,172	41,630	41,907	43,085	44,451	44,807	45,163	49,929	50,349	14
15	39,553	41,110	42,347	42,697	43,937	45,236	45,592	45,948	50,929	51,358	15
16					44,790	46,020	46,376	46,732	50,938	51,358	16
17					45,670	46,939	47,401	48,224	51,946	52,367	17
18					46,551	47,793	48,478	49,290	52,955	53,376	18
19					47,759	48,649	49,659	50,669	53,972	54,393	19
20					48,970	50,309	51,243	52,176	54,981	55,402	20
21						51,969	52,826	53,684	55,990	56,411	21
22						53,630	54,409	56,699	58,015	59,900	22
23						55,290	55,992	58,672	59,093	61,100	23
24						56,950	57,492	59,859	60,438	62,300	24
25						58,610	59,281	61,046	61,784	63,500	25
26						59,924	60,651	62,575	63,129	64,700	26
27						61,238	62,022	63,934	64,476	65,900	27
28						62,553	63,392	65,291	65,821	67,100	28
29						63,867	64,763	66,650	67,167	68,300	29
30						65,182	66,133	67,300	68,512	71,150	30



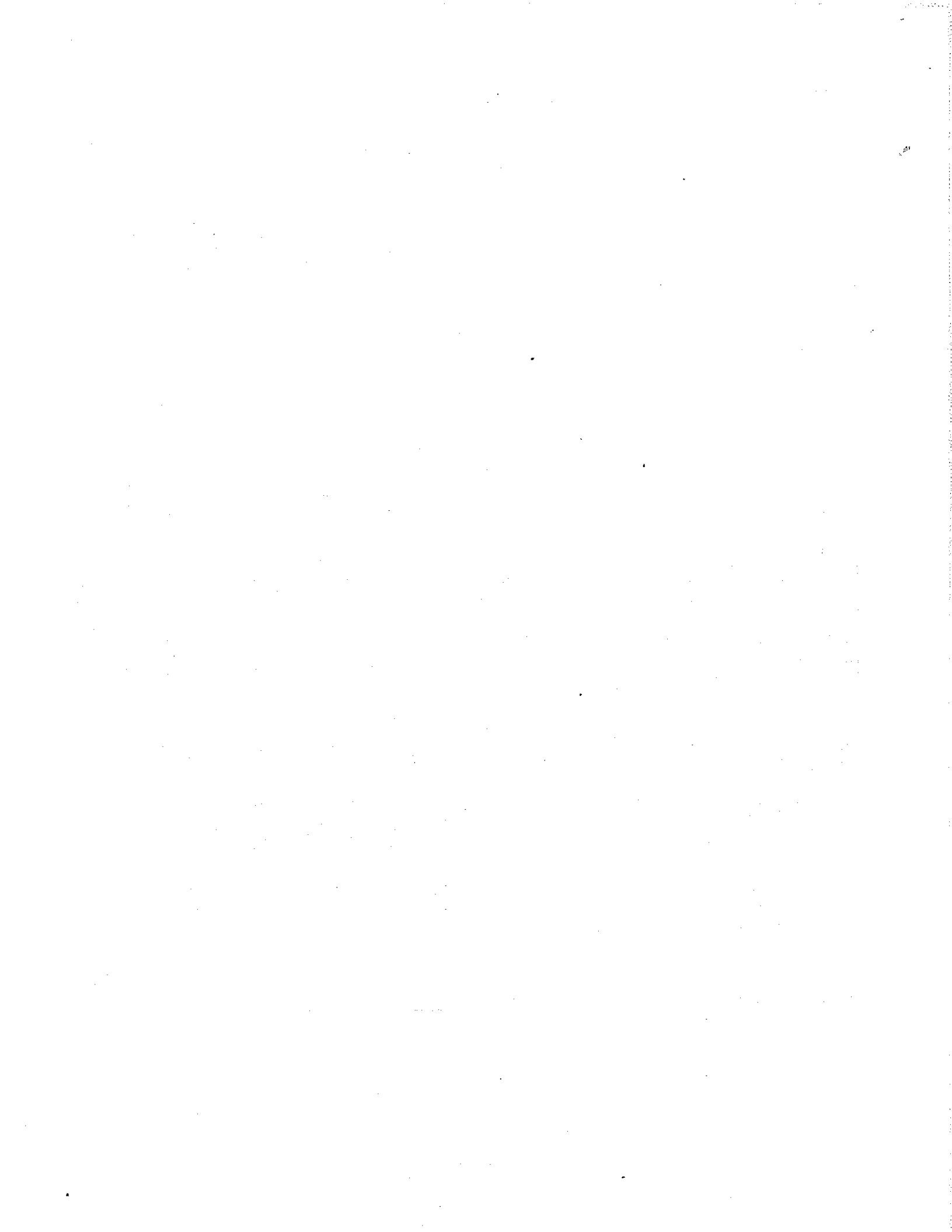
2009-2010 TEACHER SALARY SCHEDULE @ 6% INCREASE (Childs, Gordon/Turner)

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+12	MA+18	MA+24	MA+36	
1	32,357	33,206	33,843	34,479	35,222	36,071	36,177	36,466	36,635	36,967	1
2	33,300	34,173	34,828	35,483	36,248	37,121	37,230	37,528	37,702	38,044	2
3	34,270	35,169	35,843	36,517	37,304	38,202	38,315	38,621	38,800	39,152	3
4	35,225	36,164	36,869	37,573	38,395	39,334	39,452	39,772	39,959	40,327	4
5	36,024	37,000	37,733	38,465	39,321	40,053	40,419	40,753	40,948	41,329	5
6	36,830	37,845	38,607	39,368	40,259	41,020	41,401	41,747	41,950	42,347	6
7	37,642	38,700	39,491	40,283	41,209	42,000	42,397	42,757	42,967	43,382	7
8	38,739	39,845	40,675	41,505	42,473	43,303	43,720	44,097	44,318	44,750	8
9	38,887	40,046	40,951	41,855	42,759	43,664	44,042	44,419	45,370	45,815	9
10	39,249	40,301	41,160	42,180	43,201	44,222	44,595	44,974	46,466	46,912	10
11	39,626	40,558	41,364	42,503	43,641	44,781	45,158	45,538	47,544	47,990	11
12	40,030	40,812	41,850	42,930	43,935	45,118	45,491	45,868	48,621	49,067	12
13	40,433	41,199	42,609	43,356	44,229	45,424	45,828	46,206	49,700	50,145	13
14	40,864	41,588	43,369	43,584	44,734	46,287	46,664	47,042	50,778	51,222	14
15	41,318	42,582	44,128	44,421	45,670	47,118	47,495	47,873	51,855	52,301	15
16					46,573	47,950	48,328	48,705	52,925	53,370	16
17					47,477	48,781	49,159	49,536	53,994	54,439	17
18					48,410	49,755	50,245	51,117	55,063	55,509	18
19					49,344	50,661	51,387	52,247	56,132	56,579	19
20					50,625	51,568	52,639	53,709	57,210	57,657	20
21						53,328	54,318	55,307	58,280	58,726	21
22						55,087	55,996	56,905	59,349	59,796	22
23						56,848	57,674	60,101	61,496	63,494	23
24						58,607	59,352	62,192	62,639	64,766	24
25						60,367	60,942	63,451	64,064	66,038	25
26						62,127	62,838	64,709	65,491	67,310	26
27						63,519	64,290	66,330	66,917	68,582	27
28						64,912	65,743	67,770	68,345	69,854	28
29						66,306	67,196	69,208	69,770	71,126	29
30						67,699	68,649	70,649	71,197	72,398	30



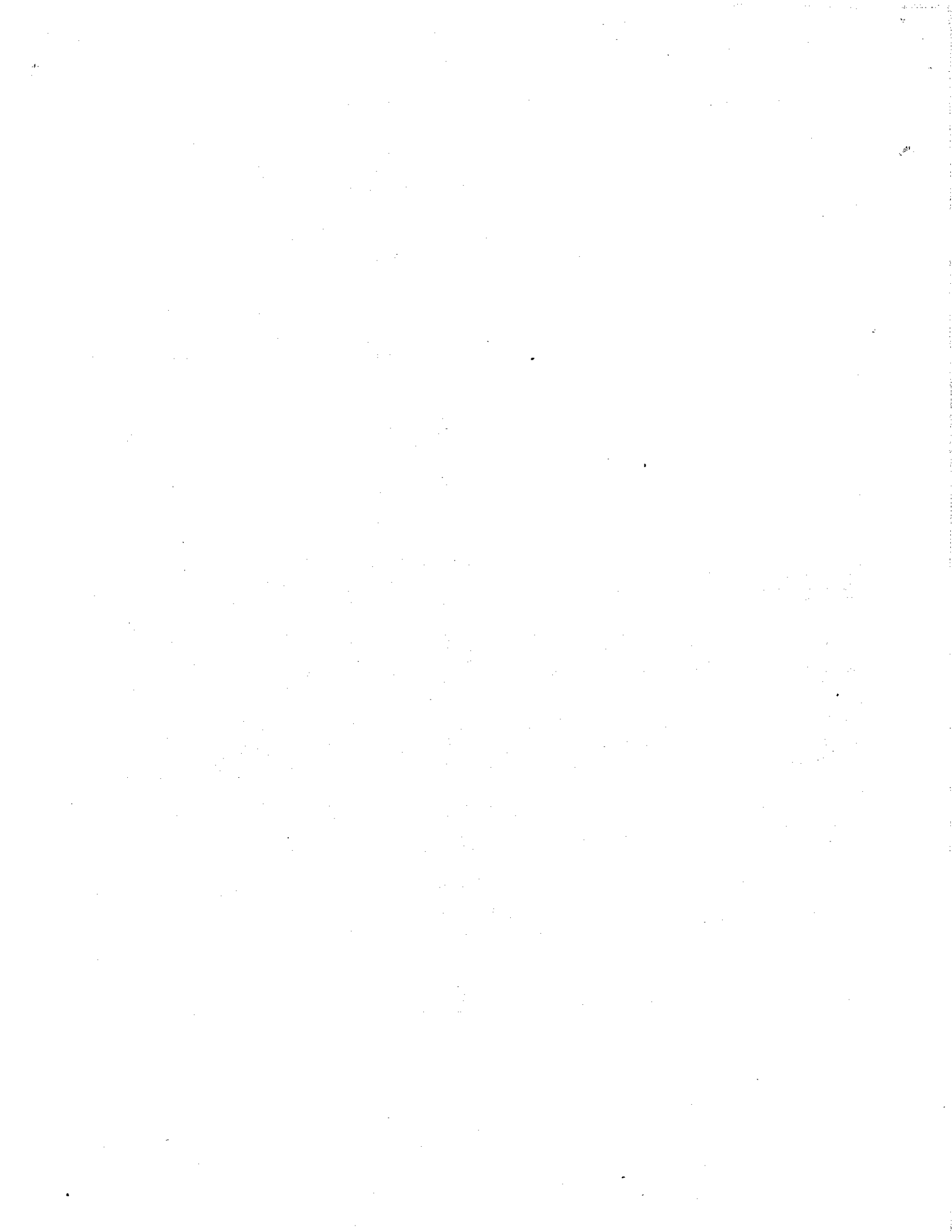
2010-2011 TEACHER SALARY SCHEDULE @ 3.5% INCREASE (Childs, Gordon/Turner)

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+12	MA+18	MA+24	MA+36	
1	32,924	33,787	34,435	35,083	35,838	36,702	36,810	37,104	37,276	37,614	1
2	33,490	34,368	35,027	35,686	36,455	37,333	37,443	37,743	37,917	38,261	2
3	34,465	35,369	36,047	36,725	37,516	38,420	38,533	38,842	39,022	39,375	3
4	35,469	36,400	37,097	37,795	38,609	39,539	39,656	39,973	40,158	40,522	4
5	36,458	37,430	38,159	38,888	39,739	40,711	40,833	41,164	41,357	41,738	5
6	37,285	38,295	39,053	39,812	40,697	41,455	41,834	42,179	42,381	42,776	6
7	38,119	39,170	39,959	40,746	41,668	42,456	42,851	43,208	43,418	43,829	7
8	38,959	40,054	40,874	41,693	42,651	43,470	43,881	44,254	44,471	44,900	8
9	40,095	41,240	42,099	42,958	43,960	44,819	45,250	45,640	45,869	46,316	9
10	40,248	41,447	42,384	43,320	44,256	45,192	45,583	45,974	46,958	47,419	10
11	40,622	41,712	42,600	43,656	44,713	45,770	46,156	46,548	48,092	48,554	11
12	41,013	41,977	42,812	43,990	45,169	46,348	46,739	47,131	49,208	49,670	12
13	41,431	42,241	43,315	44,433	45,473	46,697	47,083	47,474	50,323	50,785	13
14	41,848	42,641	44,100	44,874	45,776	47,014	47,432	47,824	51,440	51,901	14
15	42,294	43,044	44,887	45,109	46,300	47,907	48,298	48,688	52,555	53,015	15
16	<u>CAP</u>				47,269	48,767	49,158	49,548	53,670	54,132	16
17					48,203	49,628	50,019	50,410	54,777	55,238	17
18					49,139	50,489	50,879	51,270	55,884	56,345	18
19					50,105	51,497	52,004	52,907	56,990	57,452	19
20					51,071	52,434	53,185	54,076	58,097	58,559	20
21						53,373	54,481	55,589	59,213	59,675	21
22						55,194	56,219	57,242	60,320	60,782	22
23						57,015	57,955	58,897	61,427	61,889	23
24						58,837	59,692	62,204	63,648	65,716	24
25						60,659	61,429	64,369	64,831	67,033	25
26						62,480	63,074	65,671	66,307	68,349	26
27						64,301	65,037	66,974	67,783	69,666	27
28						65,743	66,540	68,651	69,259	70,982	28
29						67,184	68,044	70,142	70,737	72,299	29
30						68,627	69,547	71,631	72,212	73,615	30



2011-2012 TEACHER SALARY SCHEDULE @ 3.3% INCREASE (Childs, Gordon/Turner)

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+12	MA+18	MA+24	MA+36	
1	33,467	34,345	35,003	35,661	36,430	37,307	37,417	37,717	37,891	38,235	1
2	34,010	34,902	35,571	36,240	37,021	37,913	38,024	38,329	38,506	38,855	2
3	34,595	35,503	36,183	36,864	37,658	38,565	38,678	38,988	39,168	39,523	3
4	35,603	36,537	37,237	37,937	38,754	39,688	39,805	40,124	40,309	40,675	4
5	36,640	37,601	38,322	39,042	39,883	40,844	40,964	41,292	41,483	41,860	5
6	37,661	38,665	39,419	40,171	41,051	42,055	42,180	42,523	42,722	43,115	6
7	38,515	39,559	40,342	41,125	42,040	42,823	43,214	43,571	43,780	44,188	7
8	39,377	40,462	41,277	42,091	43,043	43,857	44,265	44,634	44,851	45,276	8
9	40,245	41,376	42,222	43,069	44,058	44,905	45,329	45,714	45,938	46,382	9
10	41,418	42,601	43,488	44,376	45,410	46,298	46,743	47,147	47,382	47,845	10
11	41,576	42,815	43,783	44,750	45,716	46,683	47,088	47,491	48,508	48,984	11
12	41,963	43,088	44,006	45,096	46,189	47,280	47,679	48,084	49,680	50,157	12
13	42,366	43,362	44,225	45,442	46,659	47,878	48,281	48,687	50,832	51,309	13
14	42,798	43,634	44,744	45,899	46,973	48,238	48,637	49,040	51,984	52,461	14
15	43,229	44,048	45,555	46,354	47,287	48,565	48,997	49,402	53,137	53,613	15
16	<u>CAP</u>				47,828	49,488	49,891	50,295	54,290	54,765	16
17					48,828	50,377	50,780	51,183	55,441	55,918	17
18					49,794	51,266	51,670	52,073	56,585	57,061	18
19					50,761	52,155	52,558	52,962	57,728	58,204	19
20					51,758	53,196	53,720	54,652	58,871	59,348	20
21						54,164	54,940	55,861	60,014	60,491	21
22						55,134	56,279	57,423	61,167	61,644	22
23						57,015	58,074	59,131	62,310	62,787	23
24						58,897	59,868	60,840	63,454	63,931	24
25						60,779	61,662	64,257	65,749	67,885	25
26						62,660	63,456	66,493	66,970	69,245	26
27						64,542	65,156	67,838	68,495	70,605	27
28						66,423	67,183	69,184	70,020	71,965	28
29						67,912	68,736	70,917	71,544	73,325	29
30						69,401	70,290	72,457	73,071	74,685	30



2012-2013 TEACHER SALARY SCHEDULE @ 3.2% INCREASE (Childs, Gordon/Turner)

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+12	MA+18	MA+24	MA+36	
1	34,002	34,894	35,563	36,232	37,012	37,904	38,016	38,320	38,497	38,846	1
2	34,538	35,444	36,123	36,803	37,595	38,501	38,614	38,924	39,104	39,458	2
3	35,099	36,019	36,710	37,400	38,206	39,126	39,241	39,555	39,738	40,099	3
4	35,702	36,639	37,341	38,043	38,863	39,799	39,916	40,236	40,422	40,788	4
5	36,742	37,706	38,429	39,151	39,995	40,958	41,079	41,408	41,599	41,976	5
6	37,812	38,804	39,548	40,292	41,160	42,151	42,275	42,613	42,811	43,199	6
7	38,866	39,902	40,680	41,457	42,364	43,400	43,530	43,883	44,089	44,495	7
8	39,748	40,825	41,633	42,441	43,385	44,493	44,597	44,965	45,180	45,602	8
9	40,637	41,757	42,598	43,438	44,420	45,260	45,681	46,062	46,286	46,724	9
10	41,533	42,700	43,574	44,447	45,468	46,342	46,779	47,177	47,409	47,866	10
11	42,743	43,964	44,880	45,796	46,864	47,779	48,239	48,655	48,899	49,376	11
12	42,907	44,185	45,184	46,182	47,179	48,177	48,594	49,011	49,011	50,060	12
13	43,306	44,467	45,414	46,540	47,667	48,793	49,205	49,623	51,269	51,762	13
14	43,722	44,750	45,640	46,896	48,152	49,410	49,826	50,245	52,459	52,951	14
15	44,168	45,031	46,176	47,368	54,409	49,782	50,193	50,610	53,647	54,139	15
16	CAP				48,800	50,120	50,565	50,983	54,838	55,329	16
17					49,358	51,072	51,488	51,904	56,027	56,517	17
18					50,391	51,989	52,405	52,821	57,215	57,708	18
19					51,387	52,907	53,323	53,739	58,395	58,887	19
20					52,385	53,824	54,240	54,656	59,576	60,067	20
21					54,898	55,897	55,439	56,401	60,754	61,247	21
22					55,897	56,898	56,698	57,648	61,935	62,427	22
23					56,898	58,080	58,080	59,261	63,124	63,616	23
24					58,840	59,932	59,932	61,023	64,304	64,797	24
25					60,781	61,784	61,784	62,787	65,484	65,977	25
26					62,724	63,635	63,635	66,313	67,853	70,057	26
27					64,666	65,487	65,487	68,621	69,113	71,461	27
28					66,607	67,241	67,241	70,009	70,686	72,864	28
29					68,548	69,333	69,333	71,398	72,261	74,268	29
30					70,085	70,936	70,936	73,186	73,834	75,671	30

