

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BLOOMINGDALE COUNCIL OF TEACHERS, LOCAL NO. 571  
IFT-AFT, AFL-CIO**

**AND**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 13  
DUPAGE COUNTY**

**2010-2011**

**2011-2012**

**2012-2013**

**DATED: August 23, 2010**

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ARTICLE I.

**RECOGNITION/MUTUAL RIGHTS**

- 1.1 Pursuant to the provisions of law, the Board of Education of School District No. 13, DuPage County (hereinafter sometimes referred to for convenience only as the "BOARD"), hereby recognizes the Bloomingdale Council of Teachers, Local #571, IFT-AFT, AFL-CIO (hereinafter referred to for convenience only as the "UNION") as the sole and exclusive bargaining agent for all full-time and regular part-time certificated personnel employed as "teachers" excluding supervisors, managerial employees, confidential employees, short-term employees and students.
- 1.2 The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as determined above; however, it is acknowledged and agreed by and between the parties, that a teacher teaching less than full-time shall not be entitled to the same measure of benefits provided full-time teachers herein, but shall receive proportionate benefits equal to the part-time teachers' proportionate assignment on a full-time basis.
- 1.3 The terms and conditions of this Agreement supersede any conflicting provisions of Board policies.
- 1.4 **MANAGEMENT RIGHTS.** The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United

States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights specifically include:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
  2. To hire, direct, assign, transfer and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion.
  3. To establish programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
  4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- 1.5 **NO STRIKE**. During the term of this Agreement neither the Union nor its agents nor any member of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Board business, or in any other way interfere with the work and/or statutory functions or obligations of the Board.

## ARTICLE II.

### **UNION AND TEACHER RIGHTS**

- 2.1 **NON-DISCRIMINATION**. Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship shall discriminate against any person on the basis of race, creed, color, sex, sexual orientation, marital status, age, ethnic background, geographic origin, political affiliation or union activities. However, in the event a member of the bargaining unit commences an action against the Board or any of its agents before a

federal or state court or administrative agency alleging a violation of any right specified herein, such filing shall act as a bar to the commencement of or further processing of any grievance filed pursuant to the terms of this Agreement or unless as otherwise provided by law.

- 2.2 **UNION RELEASED TIME.** The Union President or designee shall have three (3) days released time each year without loss of pay to attend conventions, meetings, or workshops. The Union shall reimburse the Board for the cost of the substitute. Except in cases of emergencies, the Union shall notify the Superintendent at least two (2) weeks prior to the intended use of such day.
- 2.3 **COPIES OF AGREEMENT.** Each teacher shall have access to a copy of this agreement via the District's staff intranet. The parties shall print and sign three (3) paper copies of the agreement upon ratification.
- 2.4 **USE OF SCHOOL FACILITIES.** The Union shall have the reasonable use of school equipment, reasonable access to the mail system, and the reasonable use of meeting rooms and facilities for the conduct of its business, provided, however, that the foregoing shall not interfere with the operation of the schools, and provided further that any costs associated with such use shall be reimbursed to the Board by the Union. The Union shall follow all Board rules and policies concerning such use and access. The Union may use reasonable space on bulletin boards in areas designated as teachers' lounges.
- 2.5 The Superintendent or his/her designee shall meet periodically at mutually acceptable times and places with the Union to discuss matters of mutual concern, as well as matters pertaining to the implementation of this Agreement. Nothing in this section shall be deemed to require the parties to use such meetings for purposes of negotiations of any term of this Agreement or any matter not covered by this Agreement during the term of this Agreement.
- 2.6 **RELEASE OF INFORMATION.** The Board agrees to make available, upon advance written and reasonable requests, any and all information, statistics, or records relevant to negotiations or to the Union's functions as bargaining representative, the relevancy and release of which are governed by the provisions of law including any final orders of the Illinois Educational Labor Relations Board or subsequent appeals taken therefore. The Union President shall be furnished regularly with the same public information furnished the Board concerning the financial condition of the District, and a copy of the adopted budget and annual audit. In addition, copies of the Board's approved minutes of the previous open session meeting will be mailed monthly to the Union President. Nothing in this section shall be construed to require the Board or any of its employees to assemble information not already compiled for such requests.

2.7 **DUES AUTHORIZATION.**

- a. The Board shall deduct from the pay of each teacher current membership dues of the Union and its affiliates provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deduction voluntarily executed by the teacher. Dues may be paid in full or the amount specified will be prorated and deducted from paychecks in September through May unless such authorization shall be revoked by the teacher, in which instance dues deductions shall terminate no later than thirty (30) days following receipt of a notice of revocation to the Superintendent or his/her designee. A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided) on the last day of employment. The Board shall transmit to the Union President or his/her designee funds so deducted within thirty (30) calendar days of their collection along with a list of the members from which the dues have been deducted and the amount deducted from each member. The Union President or designee shall notify the District Business Office no later than the first day of the school term as to the amount of dues to be deducted for that year.
- b. The Board shall deduct contributions to the IFT/571 Committee to Political Education (COPE) fund from the paychecks of any employee who authorizes such a deduction in writing. The Board shall promptly transmit such deductions to the official designated in writing by the Union. Employees may cancel such contributions by notifying the Board and Union in writing. The Board shall transmit the COPE contributions separately from the funds collected in Article II, 7.A.

- 2.8 **FAIR SHARE.** Employees covered by this Agreement, hired after August 26, 1991, who are not members of the Union and employees covered by this Agreement who were members as of the beginning 1991-92 school year but who subsequently resign from the Union shall pay to the Union each month their fair share of the cost of the services rendered by the Union that are chargeable to non-members under the Illinois Education Labor Relations Act, the Illinois Educational Labor Relations Board's regulations and related state and federal judicial decisions. Such employees shall pay the fair share fee commencing on the effective date of this Agreement, or, if later, sixty (60) days after their initial employment or resignation from union membership, and continuing during the term of this Agreement, and so long as they remain non-members of the Union.

The Union shall certify annually, not later than the first day of the school term, to the Board through the District Business Office the amount of such fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair

share fee payment shall be deducted by the Board from the earnings of the non-member full-time employees and forwarded to the Union, no later than thirty (30) calendar days after such deductions are made, unless otherwise required by applicable law.

An employee who, based upon bona fide tenets or teachings of a church or religious body of which such employee is a member, dissents from payments of the fair share fee to the Union shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the Union, or in the absence of agreement to a charitable organization randomly selected from the list of organizations maintained by the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability or loss, including but not limited to attorney's fees, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignments furnished under any of such provisions.

- 2.9 **POSTING OF VACANCIES.** Notices for all bargaining unit positions which are vacant shall be posted on the District Intranet and the District Website. The Board shall send an email to all teachers informing them of the postings. The parties acknowledge and agree that in the event of a breach of this section, a grievance filed alleging such breach may be processed through the final step of a grievance procedure, but the Arbitrator shall have no authority to order that any vacancy be filled by any person other than a person selected by the Board for such vacancy.

### ARTICLE III.

#### **WORKING CONDITIONS**

- 3.1 **INVOLUNTARY TRANSFER.** Whenever a teacher is to be transferred involuntarily from one school to another or from one grade to another, such teacher shall be notified of the reasons for such transfer and shall be given the opportunity to discuss the transfer.
- 3.2 **NOTIFICATION OF ASSIGNMENTS.** Each teacher shall be notified by June 1 of his or her tentative teaching assignment for the following school year. The parties

acknowledge that changes in such assignments may become necessary after June 1 due to resignations, leaves and the like. In such event, a teacher shall be notified of any change as soon as possible.

- 3.3 **SURRENDER OF PLANNING TIME.** Should it be necessary for a teacher to teach, supervise or perform administrative duties during his/her planning time due to the unavailability of a substitute teacher, such teacher shall be compensated at the rate of the current substitute teacher's scale per period.
- 3.4 **UNION MEETINGS.** Teachers will be released at the end of their workday on one day a month to be determined by May 31 of the previous school year. No District function or activity that requires teacher participation or attendance shall be scheduled after the teacher day on such days.
- 3.5 **PLANNING TIME.** The Parties agree that it is desirable to establish and maintain equity among personnel of grades kindergarten through grade five (5) with regard to student contact time and professional planning time.

In furtherance of this goal, it is agreed that commencing with the 2002-2003 school year, on a weekly basis, teachers of grades one (1) through three (3) shall have two (2) informal physical education activity sessions and two (2) recess activity sessions during which time such teachers shall be relieved of primary responsibility for supervision of the students regularly assigned to them.

- 3.6 **WORK DAY.** The Board shall annually set the beginning and ending times of teachers' attendance, providing for a maximum of seven (7) hours and forty-five (45) minutes, excluding parent conferences, and such other professional duties as required by the Board from time to time, but inclusive of a duty free lunch period equal to the regular lunch period but not less than thirty (30) minutes.

This section shall not apply to extra-curricular or extra-activity duties compensated for pursuant to the terms of this Agreement. In the event the Board desires to change the starting and ending times of student and/or teacher attendance within the limits provided above in cases required by transportation, scheduling or annual changes, the Superintendent shall notify the Union prior to such change and discuss the same.

The Superintendent, or her/his designee, will supply the Union President with the email memo to teachers scheduled to be released from teaching duties for committee work or staff development.

- 3.7 **SCHOOL YEAR.** All teachers shall be required to render services during the school term as provided by the official school calendar. Said calendar shall provide for one hundred eighty-five (185) days of teacher attendance. Nothing in this

Agreement shall be deemed to prohibit the Board from:

- 3.7.1 Reducing said calendar to provide less days of attendance; or
  - 3.7.2 Increasing the days required for teachers attendance, provided, however, that in such event, each teacher shall be paid a per diem sum for each such day of attendance in excess of one hundred and eighty-two (182) days annually, excepting summer enrichment programs or summer school, which compensation shall be paid pursuant to Board policy.
  - 3.7.3 The calendar shall contain five (5) emergency days, three (3) of which if not used due to school closings, shall be cancelled.
  - 3.7.4 Of the one hundred and eighty-two (182) days of actual attendance, there shall be a provision of one (1) records day and one (1) day for grouping and ordering as well as professional development, if necessary, as determined by the Staff Development Committee.
- 3.8. Provided that the teachers in each unit are accomplishing their tasks and achieving their goals as determined by the Principal, teachers will be allowed to determine the times and frequency of meetings at times other than assigned instructional time. Nothing in this provision shall be deemed to prohibit the Principal and/or the Superintendent from scheduling other meetings at times they determine within the teacher day, in the event teachers are not accomplishing their assigned tasks and goals.
- 3.9 **PERSONNEL FILE.**
- 3.9.1 Only one (1) official personnel file shall be kept for each teacher.
  - 3.9.2 All material to be placed in the official file by the Administration or the teacher shall be inserted in a timely fashion.
  - 3.9.3 Every teacher shall have access to all material in his/her official file provided reasonable advance notice has been given. Review of files shall be permitted during normal Administrative Office business hours.
  - 3.9.4 Every teacher shall immediately be given a copy of any material added to his/her file and shall be allowed to respond to any material in the file.
- 3.10 **EVALUATION PLAN AND COMMITTEE.** The Board and the Union have engaged in negotiations which have resulted in the development of an evaluation plan for teachers, attached to this Agreement as Appendix A. It is hereby agreed that

evaluation procedures (substance of the evaluation plan) for tenured teachers shall be subject to the enforcement mechanisms of this Agreement, the grievance procedure, while the evaluation forms for tenured teachers shall not. In the event the Board and the Union agree to revisions in the evaluation plan, such revisions will be incorporated into the relevant conditions of Appendix A.

The parties shall establish an Evaluation Committee composed of three (3) teachers appointed by the Union President and three (3) individuals appointed by the Superintendent. Teachers serving on this committee shall not be paid. The Committee shall meet at least annually to review the Evaluation Plan and recommend changes, if any, to the Board and Union. It is understood by the parties that the deliberations of the committee do not constitute negotiations.

- 3.11 **INCLUSION SUPPORT.** Any employee who shall be primarily responsible for the instruction and/or supervision of a fully included special education student shall be provided reasonable in-service and/or training in the techniques for servicing such students. Such support will be provided to the employee throughout the school year.
- 3.12 **ADMINISTRATIVE RESPONSIBILITIES.** Teachers who are taken from their regular duties to be the acting assistant principal shall be additionally compensated at the rate of seventy dollars (\$70.00) per day. Teachers who are involved in this activity shall submit their accumulated time for reimbursement at the end of each semester. The teaching staff will be notified when there is not an administrator in the building. The staff will be notified of the succession plan for the absence of administrators at the beginning of the school year.

#### ARTICLE IV.

### **GRIEVANCE PROCEDURE**

- 4.1 **INTRODUCTION.**
- 4.1.1 **Definition.** A grievance shall mean a complaint by a teacher(s) or the Union that there has been an alleged violation, misapplication, or interpretation of the terms of the Agreement.
- 4.1.2 **Time Limits.** All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the school term, then time limits shall consist of business days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. A business day is defined as a day on which the District Administration Office is open for business.

- 4.1.3 Any grievance initiated pursuant to these procedures shall be initiated within thirty (30) days of the occurrence of the matter to be grieved (or within thirty (30) days from the date that a reasonable person would become aware of the occurrence). Failure of any teacher or the Union to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof.

4.2 **PROCEDURES.**

- 4.2.1 **First Step.** The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved superior to resolve problems through free and informal communications. When requested by the teacher, a Union representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Union, a grievance may be processed as follows:
- 4.2.2 **Second Step.** The teacher or the Union may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Union's representative(s), the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Union shall be provided with the supervisor's written response, including the reasons for the decision.
- 4.2.3 **Third Step.** If the grievance is not resolved at Step Two, then the grievant or the Union may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step Two answer. The Superintendent shall arrange with the Union representative(s) for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Union and the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.
- 4.2.4 **Fourth Step.** If the Union is not satisfied with the disposition of the grievance at Step Three, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn.

- 4.2.5 Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. The fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to alter the terms of this Agreement.
- 4.2.6 The arbitrator shall be limited in his capacity to the express terms of this Agreement, and his decision shall not conflict with any term of this Agreement.

4.3 **STATEMENT OF BASIC PRINCIPLES.**

- 4.3.1 **Released Time.** Should the investigation or processing of any grievance in the opinion of the Superintendent require teacher(s) and/or Union representative(s) be released from their regular assignments, the teacher(s) and/or Union representative(s) shall be released without loss of pay or benefits.
- 4.3.2 **No Written Response.** If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.
- 4.3.3 **Board-Union Cooperation.** The parties shall cooperate with each other in the investigation of any grievance.
- 4.3.4 **No Reprisals Clause.** No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.
- 4.3.5 **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.
- 4.3.6 **AAA Rules.** At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- 4.3.7 **Pertinent Information.** The Union shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board or Administration to research or assemble information.

- 4.3.8 **Bypass to Superintendent.** If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 4.3.9 **Bypass to Arbitration.** If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.
- 4.3.10 **Class Grievance.** Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step Three.
- 4.3.11 **Union Participation-Teacher Represented.** The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Union's representative is not present.
- 4.3.12 **Union Participation-Teacher Not Represented.** When a teacher is not represented by the Union the Union shall reserve the right to have its representative present to state its views at any stage of the grievance procedures.
- 4.3.13 Conferences held under this procedure shall be considered at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4.3.14 No written grievances, responses, or related correspondence shall be inserted in a teacher's personnel file unless requested by the teacher or unless required by law.
- 4.3.15 Every teacher shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Union to assist or to be present at any level of the grievance procedure and the Union acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. The teacher shall be present at any grievance discussion when the Administration, Union or other teacher representative deems it necessary. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.
- 4.3.16 Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Union representatives, provided the adjustment is not inconsistent with the terms of this Agreement.

## ARTICLE V.

### LEAVES

- 5.1 **JURY DUTY.** A teacher serving jury duty shall suffer no loss in pay, but the per diem allowance for serving shall be remitted to the Board as its sole and separate property.
- 5.2 **SICK LEAVE.** Each teacher will be granted ten (10) days of sick leave a year with no loss of pay. Sick leave for part-time teachers will be proportional to the number of days per week that they are employed. Sick leave may be accumulated to a total of three hundred seventy-five (375) days according to the following plan:
- First and Second Year Teachers. The unused portion of the ten (10) allocated days will be carried over to the next year.
  - Tenure Teacher, Third and Fourth Year Teachers. The unused portion of the ten (10) allocated days will be doubled when carried over to the next year.
  - Teachers who accumulate three hundred seventy-five (375) days shall continue to have ten (10) days allocated to them at the beginning of each school year. However, the unused portion of the allocated days shall not accumulate beyond three hundred seventy-five (375).
  - Teachers will receive a notice in September of the number of accumulated sick leave days to which he/she is entitled. This September notice of accumulated sick leave days shall be reported as days and portions of days.
- 5.3 **EMERGENCY LEAVE.** Emergency leave may be granted to each teacher as approved by the Superintendent for emergency situations. These days are on a non-cumulative basis, and do not substitute for sick leave. Examples of emergency leave shall include: subpoena for court, religious holidays, and graduation of spouse, son or daughter. Teachers shall complete the leave form as attached. No such days may be taken before or after a holiday or vacation period, nor the first or last two weeks of school. However, the Superintendent may waive such prohibitions in cases of emergency, at his sole discretion and such discretion shall not be precedential.
- 5.4 **BEREAVEMENT LEAVE.**
- 5.4.1 If a teacher needs to attend the funeral of a close friend or a relative, one (1) day of emergency leave may be requested.
- 5.4.2 If a teacher needs two (2) additional days for bereavement after the death of a

member of his/her immediate family, as defined by Illinois School Code (105 ILCS 5/24-6, “parents, spouse, brothers, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians”), those days may be granted as emergency days by the Superintendent. Should exigent circumstances present themselves, the Superintendent may grant additional days.

5.4.3 If a teacher needs additional days for the bereavement of a member of his/her immediate family (as defined by law), those additional days, if approved, will be charged to his/her accumulated sick leave.

5.5 **PARENTAL LEAVE.** A teacher (as used herein, "teacher" shall signify only full-time tenured teachers, except if otherwise specifically denominated) shall be eligible for parental leave without pay or other benefits subject to the following conditions:

5.5.1 In the case of pregnancy of a female teacher:

- a. Application for parental leave shall be made in writing to the Superintendent at least sixty (60) calendar days prior to the commencement of such leave. At such time, she shall provide a written statement indicating the expected date of delivery.
- b. After consultation, the Superintendent and the teacher shall determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term. Unless excepted by the Board, which exception shall not be reviewable or precedential, such leave shall terminate immediately prior to the start of a new school term. At the discretion of the teacher, a leave may begin immediately following the period of disability related to the pregnancy. The Board may waive any of the provisions of this section in its sole discretion, and any such waiver shall not be precedential in any respect.
- c. Sick leave shall not be applicable during the period of parental leave except as provided for in Section 5.7.5. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to active employment in the District.
- d. With the consent of the insurance program, the teacher may maintain insurance benefits by making timely payments of all premiums that may be due to the District's Business Office, or elsewhere pursuant to its direction.

- 5.5.2 Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings, and, as soon as known, the expected date of delivery to the adoptive parent(s) of the child.
- 5.5.3 A parental leave may be granted to a non-tenured teacher under unusual circumstances by non-reviewable and final action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his/her first probationary year. The granting of such leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole and non-reviewable discretion of the Board. Additional conditions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.
- 5.5.4 Nothing in this section shall be construed as requiring any teacher to apply for a parental leave. A teacher not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to the pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of actual disability, as certified by the teacher's physician.
- 5.5.5 A male teacher who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall rest upon the anticipated birth of a child that the teacher has fathered or upon his planned adoption of a child.
- 5.5.6 A teacher granted a leave of absence hereunder shall agree in all cases, as a condition of precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the

teacher agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

5.6 **GENERAL LEAVES OF ABSENCE.** The Board of Education may grant leave of absence for purposes other than specified herein. Such leave may be for the balance of current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:

- 5.6.1 Exchange teaching programs in other states, territories, countries;
- 5.6.2 Formal approved education programs designed to acquire additional course credit that is related to a teacher's current assignment;
- 5.6.3 Foreign, military or government-sponsored programs;
- 5.6.4 Cultural travel or work programs related to professional activities;
- 5.6.5 Campaigning for a public office to the extent necessary for such activities;
- 5.6.6 Health and hardship;
- 5.6.7 Serving in a public office; and
- 5.6.8 Other good reasons as determined solely by the Board.

5.7 **CONDITIONS APPLICABLE TO ALL LEAVES.**

- 5.7.1 Upon returning from leave to active employment, a teacher will receive an available assignment suitable to his/her qualifications provided that leave status will not exempt a teacher from a Reduction in Force. Placement in his/her previous assignment is not guaranteed.
- 5.7.2 Leaves which are approved by the Board shall be without loss of tenure for tenured teachers, or without loss of length of service credit or accumulated sick leave in the case of any teacher, but the time of leave, if more than thirty (30) days, shall not count toward continuous service or employment by the Board. Additionally, sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absences may participate in available District insurance programs, but at the expense of the teacher, subject to the consent of the

insurance program.

- 5.7.3 In all instances where a teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the employee shall advise the Superintendent no later than March 1st, prior to the termination of such leave, of his/her intent to return to employment, provided the teacher has been notified by February 1st of the above requirement. Failure to give such notice shall constitute a resignation from employment and no action shall lie against the Board therefore.
- 5.7.4 In cases of request for a leave, that Superintendent may designate an administrator to act in his/her stead.
- 5.7.5 Except in cases of emergency, all unpaid leaves intending to start prior to November 1 shall commence at the beginning of the school term provided that in any such case, the teacher shall receive sick pay, if available, for any period of illness or disability prior to November 1.
- 5.7.6 Teachers who are on an approved leave as defined in Article V of this agreement for more than ten consecutive days shall not be responsible for daily lesson plans, but will provide an outline and timeline of material that needs to be covered. Except, that any teacher who is on an approved leave for more than one quarter of a school year will not have any responsibility for providing directions, plans, or materials for his/her substitute.

## 5.8 **JOB SHARING**

Job sharing shall be defined as a voluntary program providing two (2) teachers, who have been employed by the District for four years prior to beginning to share a job, the opportunity to request permission to share one (1) full time teaching position. The granting of a job sharing arrangement shall be subject to the following guidelines:

- a. Teachers who would like to participate in a job-sharing position shall submit an application and proposed plan for a job sharing leave to the Superintendent or designee on/or prior to February 15 immediately preceding the school year for which the job share is requested.
- b. The job-sharing plan shall include, but not be limited to: teaching responsibilities, attendance at in-service meetings, availability for student assistance, and current extra-curricular activities.
- c. Both teachers will be responsible for acquiring the information provided at faculty meetings, in-service meetings, and school improvement days.
- d. The teachers are expected to attend parent conferences, open house/curriculum night, portfolio night, and institute days.
- e. The actual daily schedule for the partners in a job sharing position will be worked out between the participants and the building principal. The Board

shall notify the applicants for a job sharing leave of the disposition of the request no later than March 31. (The sum of the portions shall not exceed 100%.)

- f. Participants in a job sharing position shall be placed appropriately on the salary schedule and salaries shall be prorated according to portion of the year worked. (The sum of the portions shall not exceed 100%.)
- g. Contributions to the Teachers' Retirement System will be proportionate to the time worked and to the salary earned.
- h. Participants in job sharing positions will receive a prorated amount of insurance premium and paid leave benefits.
- i. Seniority shall accrue in proportion to the time worked.
- j. Participants in job-sharing positions shall be considered on a leave of absence for those portions of the school work hours and/or days that they are not working.
- k. Tenure rights for participants in job-sharing positions shall be maintained.
- l. The length of job-sharing leave shall be for one (1) school year and may be renewed by the Board, provided that a request to renew is made on/or prior to February 1, immediately preceding the school year for which the leave is requested. If such a request is made, the Board shall notify the participants of its disposition by March 15 following the request.
- m. The decision to grant a job sharing leave or program is at the sole discretion of the Board of Education and is not subject to the grievance procedure.

## ARTICLE VI.

### **FRINGE BENEFITS**

- 6.1 **MEDICAL INSURANCE.** The Board agrees to provide each teacher with a hospitalization and major medical insurance policy. The cost shall be borne by the Board. The benefits of the medical insurance coverage shall be no less than those in effect during the previous school year. In the event a teacher selects coverage under a Health Maintenance Organization, the costs of individual insurance premiums shall be applied to such HMO coverage in like amounts.

The Board agrees to pay a portion of the premium cost for dependent coverage under the hospitalization and major medical insurance policy or HMO coverage as follows:

Employees with less than 10 years of  
service in the District .....15%

Employees with 10 or more years of  
service in the District .....25%

- 6.2 **DENTAL INSURANCE.** The Board shall provide each teacher at the Board's cost a group dental insurance policy. The benefits of the plan shall be no less than those in effect during the previous school year.
- 6.3 **LIFE INSURANCE.** The Board shall provide each teacher with a \$20,000.00 death and dismemberment policy at the Board's expense.
- 6.4 **COURSE WORK.** For a teacher to obtain reimbursement for course work taken as provided in this Agreement, and for said course work to be applicable for compensation purposes, the following conditions shall apply:
- a. A written application for approval for such course work for any purpose shall be submitted to the Principal and to the Superintendent prior to enrollment in said course. Descriptive information pertaining to the course work, including descriptive brochures or course catalogue material shall be provided, if available and if requested by the Administration.
  - b. The course work must bear a relationship to the teacher's current teaching assignments, the teacher's extra-duty assignment, a pre-approved graduate degree program, or course work which would enable a teacher to be qualified in another subject area.
  - c. The course must be taken from an accredited institution and may be of a "distance learning" course or some other Internet based course, subject to approval by the Superintendent.
  - d. The teacher must receive a grade of "A" or "B" (or, in the event of a degree program, a "C"), or if the course is graded on a pass/fail basis, a grade of passing, but in such event the Superintendent may request, and prior to any approval being granted, shall receive an instructor's evaluation of the attainment of competencies for such course.
  - e. The Superintendent may waive any or all of the conditions on this section in his sole discretion and said waiver shall not be deemed reviewable, nor shall it set a practice or precedent in any other case.
  - f. Each teacher may receive a maximum reimbursement of actual cost of such tuition not to exceed \$350.00 in any school year.

g. For teachers taking approved courses that will lead to added financial recognition, there will be no tuition reimbursement.

6.5 **PAY PERIODS.** Salary shall be paid on a ten-month or twelve-month basis, at the option of the individual teacher. Teachers who elect a twelve-month pay schedule have the option of receiving their summer checks during the first week of July. Teachers shall be paid on the 10th and 25th day of each month. If the 10th and 25th fall on a non-school day, the paychecks shall be given to the teacher on the preceding school day.

6.6 **HORIZONTAL SALARY ADVANCEMENT.** Subject to the provisions of Section 6.4, teachers who are enrolled in graduate programs leading to a Master's Degree, a Certificate of Advanced Study, a Doctorate Degree, or who complete graduate level "for credit" courses or workshops in a area related to an elementary or junior high program, or such others (graduate or undergraduate) that have received the prior approval of the Superintendent shall receive lateral movement.

The adjustments in salary will take place at the beginning of each school year, provided that the work is completed prior to August 31, or prorated if completed prior to January 31.

No teacher will be credited for more than 18 semester hours towards horizontal salary advancement in any fiscal year.

6.7 **MILEAGE ALLOWANCE.** Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the School District shall be reimbursed at the standard mileage rate allowed by the Internal Revenue Code and Treasury Regulations promulgated there under, in effect during this Agreement.

6.8 **PAYROLL DEDUCTIONS.** Upon receipt of a written request from a teacher, the Board shall deduct from such teacher's regular paychecks any money designated by the teacher for purposes of credit union, tax sheltered annuity plan, tax-deferred compensation, short-term disability plan and shall remit the designated amount to the person or company designated by the teacher, provided at least five (5) teachers elect such specified deduction.

The Board shall provide training in Skyward (or equivalent program) as part of the new teacher induction process. Support shall be available on an individual basis at the building level.

6.9 **FLEXIBLE BENEFIT PLAN.**

- 6.9.1 The Board shall maintain a cafeteria plan and flexible spending account that meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- 6.9.2 A teacher may annually elect to participate by choosing to receive benefits not to exceed \$10,000.00 in any plan year. The amount elected shall be deducted from the teacher's compensation. The initial plan year shall commence on January 1, 1992 and end on June 30, 1992. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
- a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified reimbursed medical care as defined in the Internal Revenue Code.
  - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- 6.9.3 The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan, and such amounts shall become the property of the plan.
- 6.9.4 The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.
- 6.9.5 Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50.00 (except for the final month in a plan year), unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.
- 6.9.6 The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher.

## ARTICLE VII.

### **COMPENSATION**

- 7.1 In the event no bargaining unit member applies for an extra-curricular position, or if the Board elects not to fill a position with a bargaining unit member who applies, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit.
- 7.2 The following provisions shall relate to the method of annual compensation as set forth above through the implementation of the salary schedules for the years in question:
- 7.2.1 The compensation paid to each teacher pursuant to the terms of this Agreement shall be for annual compensation for full-time teachers prorated for part-time teachers.
- 7.2.2 Compensation paid to teachers pursuant to Appendix D, Extra Duty Pay, including team leaders and teachers with supervisory assignments, will have these stipends paid over 18 pay periods from October through June. Teachers with committee assignments shall be paid twice a year. Their first payment will be with the last check of December, and the second payment will be with the first check of June. However, teachers who fail to perform the specified duties shall have their paychecks pro-rated. Teachers who assume additional duties in their place will receive those stipends.
- 7.2.3. After the initial placement on the salary schedule, for every school year that said staff member completes, working a minimum of one hundred (100) days full or part-time, progression shall be pursuant to the terms and conditions of this Article.
- 7.2.4 Staff members employed by School District 13 prior to the commencement of the 1988-1989 school year shall be placed on a step of the salary schedule according to a separate Letter of Agreement dated December 6, 1988. Such placement shall be irrespective of the length of service with the School District, length of service with public or private education in the past, or degrees and hours earned beyond the bachelor's lane. Said artificial placement shall be irrevocable, and shall not be deemed in any succeeding year to be retroactive as the same applies to said staff members.

7.2.5 To progress laterally on the salary schedule, the following provisions shall be applicable:

Teachers hired prior to the 1988-1989 school year, and who were artificially placed on the salary schedule, in order to move laterally must attain the conditions of the next vertical lane(s).

7.2.6 The Board, or its designee, shall make the initial placement of each new employee on the salary schedule at a level not to exceed the employee's actual years of professional experience/training and level of education.

### **7.3 EXTRA-CURRICULAR STIPENDS**

(see 7.2.2)

### **7.4 SALARY SCHEDULE**

Increase teacher salaries by 1% for school year 2010-2011, by 1.35% for school year 2011-2012, and by 2% for school year 2012-2013.

Eliminate "BA+36" from MA column

### **7.5 HOURLY RATE FOR SUMMER, GRANT AND COMMITTEE WORK**

The rate will be \$30/hour

## ARTICLE VIII.

### **EFFECT/DURATION**

8.1 The Board and the Union 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.

- 8.2 Accordingly, the Board and the Union hereby understand and agree that:
- 8.2.1 This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
  - 8.2.2 This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Union.
  - 8.2.3 The Union agrees that the Board shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter pertaining to or having an impact on conditions of employment whether or not such matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as otherwise specified in this Agreement.
  - 8.2.4 Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
  - 8.2.5 The above does not, in any way, constitute a waiver on the part of the Union to bargain collectively over matters of wages or hours of employment. All terms and conditions of employment for future years, including without limitation, salaries, benefits, hours of employment, are the subject of negotiations for those years.
- 8.3 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.
- 8.4 This Agreement shall be effective when signed by both parties, and shall remain in full force and effect until the close of business on the 31<sup>st</sup> day of July 2013, except as otherwise provided herein.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement unless mutually agreed to in writing by the parties.

**ARTICLE IX.  
COMMITTEES**

- 9.1 **STRUCTURE.** District and Building Committees shall be established as needed, except as provided for later in this Article. All Committees shall be composed of teachers who volunteer to serve on them. Teachers will be compensated at an hourly rate. The hourly rate will be that for summer, grant, and committee work set forth elsewhere in this agreement. The Chair of the Committee, in consultation with its members, will determine how many hours of pay they will receive for work outside of the committee meetings. If more teachers volunteer than are needed for a committee, the chairperson shall select the teachers to serve on the committee.
- 9.2 **STANDING COMMITTEES.** The Board and Union agree that the Committees listed below shall be considered permanent standing committees.
- a. Literacy
  - b. Technology
  - c. Professional Growth
  - d. School Improvement Team per Building
- 9.3 **COMMITTEE OPERATIONS.** Committee operations shall end no later than 5:15 p.m. or one hour and fifteen minutes from the starting time, whichever is earlier.

Minutes of committee meetings will contain a summary of items to be covered at the next meeting. Any change in items to be discussed at the next meeting will be communicated to members as soon as possible. Minutes shall be written and disseminated by the Chair or designated secretary at least forty-eight (48) hours prior to the next meeting.

**ARTICLE X.**

**RETIREMENT**

10.1 Salary Enhancement

A teacher who has completed at least ten (10) years of full-time employment in Bloomington School District No. 13, who is not participating in the State of

Illinois' ERO or MERO, and qualifies for a TRS annuity, shall be eligible to receive the salary enhancement set forth below, subject to the following:

10.1.1 The teacher must notify the superintendent in writing of his/her request to receive the salary enhancement by April 1 of the school year in which the teacher plans to begin to receive the salary enhancement. A determination will be made as to the eligibility of the teachers at that time and the eligible teachers shall receive the enhancement during that fiscal year. This irrevocable notification must also include the teacher's resignation and retirement date. In the event of a catastrophic event, the teacher may petition the Board to revoke the decision to retire. The decision to grant the petition shall be at the sole discretion of the Board and shall not be subject to the grievance procedure or legal appeal. If the petition is granted, the teacher must submit a certified check in the amount paid in excess of the normal pay raise prior to the granting of the petition becoming effective.

10.1.2 The Board shall approve up to six (6) teachers for receipt of this enhancement.

10.1.3 For the first year of this agreement (2010-2011) after notification and approval as set forth above, the Board will increase the participating teacher's salary by six percent (6%) over his/her total TRS creditable earnings from the prior school year. The participating teacher shall receive six percent (6%) increases over each previous school year's creditable earnings for up to five (5) consecutive years immediately prior to retirement. Teachers participating in this program shall not receive more than a six percent increase in his/her TRS creditable earnings in the four years prior to retirement.

For subsequent years, after notification and approval as set forth above, the Board will increase the participating teacher's salary by six percent (6%) over his/her total TRS creditable earnings from the prior school year. The participating teacher shall receive six percent (6%) increases over each previous school year's creditable earnings for up to four (4) consecutive years immediately prior to retirement. Teachers participating in this program shall not receive more than a six percent increase in his/her TRS creditable earnings in the four years prior to retirement.

## 10.2 Retired Teachers' Insurance

Upon retirement from Bloomingdale District 13, certificated employees, eligible for receipt of a TRS annuity shall receive up to two hundred fifty dollars (\$250.00) per month to be utilized for the retirees' health insurance premiums. This benefit ceases when the retired employee begins receiving Medicare coverage, or attains age 65, whichever occurs first. The employee must present proof of payment of insurance

premiums before reimbursement will be made by the Board.

**Article X. Section 3. Early Retirement Option**

Ten percent (10%) of the teachers in the district eligible for the Early Retirement Option (ERO) or Modified Early Retirement Option (MERO) may be granted an early retirement option each year. If more than ten percent (10%) of the eligible teachers apply for this option in any one school year, the most senior teachers shall be selected.

BOARD OF EDUCATION,  
BLOOMINGDALE SCHOOL  
DISTRICT No. 13,  
DUPAGE COUNTY, ILLINOIS

BLOOMINGDALE COUNCIL,  
LOCAL #571, IFT-AFT, AFL-CIO

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President

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President

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Secretary

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Secretary

DATED: \_\_\_\_\_

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