

**Agreement
between the**

**Board Of Education
Orland School
District 135**

and the

**Orland Council
Of Educators**

2015-2016
2016-2017
2017-2018
2018-2019

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Agreement

2015-2016
2016-2017
2017-2018
2018-2019

The Board of Education Orland School District 135

and the

Orland Council of Educators

Agreement

This agreement is made and entered into by and between the BOARD OF EDUCATION OF ORLAND SCHOOL DISTRICT 135, herein-after referred to as the "Board" and the ORLAND COUNCIL OF EDUCATORS, affiliated with the Illinois Federation of Teachers and the American Federation of Teachers, hereinafter referred to as the "Council."

Preamble

The Board and the Council recognize the desirability of providing the best education possible for the youth of the District and the need to operate an effective and efficient school district. Both parties acknowledge that attainment of these educational objectives is a joint responsibility of the Board, the administrators and supervisory staff, and professional teaching personnel. Further, that matters affecting salaries, fringe benefits, conditions of employment and grievance procedures are of mutual concern.

The Board and the Council recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the Council, the administrative and supervisory staff, and the professional teaching personnel. To this end, the parties agree to participate in good faith negotiations and enter into this Agreement covering salaries, fringe benefits, conditions of employment, grievance procedures and other matters of mutual concern.

The Board desires, wherever possible, to retain competent and well-qualified teachers. The Board and the Council enter into this Agreement in the hopes that the teachers covered hereby will be satisfied with the conditions under which their services are rendered.

THEREFORE, the parties agree that:

Article I

Recognition and Council and Board Relations

- 1.1 The Board hereby recognizes the Council as the exclusive and sole negotiation agent for all licensed personnel, school nurses, and physical and occupational therapists, except part-time personnel who work less than 3 clock hours per day, substitute teachers, student teachers, teacher aides, and administrative or supervisory personnel, as defined by the Illinois Educational Labor Relations Board, central office personnel and all other employees of the Board.
- 1.2 The term "Teacher" shall refer herein to all employees represented by the Council in the negotiating unit as determined in Section 1.1.
- 1.3 The Board agrees not to negotiate with any teachers' organization other than the Council or with individual teachers concerning matters covered by this Agreement for the duration of this Agreement.
- 1.4 Board Authority

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and to promote and transfer all such employees;
3. To establish methods of evaluating students' progress and courses of instruction, including special programs, all as deemed necessary or 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 written Board policy as the same may from time to time be amended; and
5. To determine class schedules, non-teaching assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

1.5 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county, district, or local law or regulation.

1.6 Fair Share Agreement

No employee shall be required to join the Council as a condition of employment. However, during the term of this Agreement, all non-council members covered by this Agreement shall be required to pay a fair share fee to the Council. After certification as provided below, such fair share fees shall be deducted by the Board from the earnings of the non-member employees and paid to the Council.

The fair share fee is for the purpose of defraying the costs of services rendered by the Council to non-members, including, but not limited to, negotiating and administering this Agreement. Periodically, the Council shall certify the amount of this fair share fee which may not include any fees for contributions related to the election or support of any candidate for political office nor may such fair share exceed the dues uniformly required of Council members. This certification must be written and signed by the President/Business Representative of Local 943 of the Council and must include a clear statement of the fact that the fair share fee so certified does not include any sum for contributions related to the election or support of any political candidate or party. The Board may require the Council to submit appropriate financial documents demonstrating the method of calculation of the fair share fee. No employee shall be required to pay the fee, nor shall the Board be required to deduct the fee, until the certification documents required herein are submitted to the Board. Any employee required by this clause to pay a fair share fee who, based upon bona-fide religious tenets or teachings, objects to payment of the fee shall not be required to pay it, but shall be required to pay an equal amount to a non-religious charitable organization as provided by law.

The Council shall indemnify, defend and hold harmless the Board, 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, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions.

Article 2

Assignments

- 2.1 A teacher shall not be required to teach outside the limits of his teaching certificate. Unless the Board finds it necessary to do so in an emergency situation for a temporary substitution, a teacher shall not be required to teach outside his major and minor fields of study. Teachers who request a transfer to a different teaching position must, at minimum, meet the State certification requirements for that position at the time of the transfer request.
- 2.2 All licensed teachers not included in 2.2.1 below shall be given written notice of their tentative assignment for the forthcoming year as to school, grade level or subject matter no later than May 15, except that no such notice need be given where such school and grade level or subject matter assignment will not be changed. In the event changes in assignments are made, the teacher affected may choose to bid on other vacancies. Prior to reassignment, consolidation, or elimination of a special education instructional or resource program due to numbers below the maximum case load, the Administration will, as reasonably possible, consider the possible effects of previous IEP placements that have been reviewed or pending case studies that have been completed. Information concerning such IEP placements and pending case studies shall be obtained from the building principal.
 - 2.2.1 A special education teacher shall be given written notice of his/her tentative assignment for the forthcoming year as to school no later than 3 days prior to the May Institute Day or the Friday before Memorial Day in the event of no Institute Day, except that no such notice need be given where such school has not changed. In the event changes in assignment are made, the teacher affected may choose to bid on other vacancies.
- 2.3 Any extracurricular, after school assignments in addition to the normal teaching schedule during the regular school term shall not be obligatory but shall be with the consent of the teacher; provided, however, that if no teachers consent, and the Administration can find no qualified and capable person outside the District, the Administration may make such assignments obligatory for the teacher who has the least seniority in the District whom the Administration finds capable of doing the assignment. Any other assignments in addition to the normal teaching schedule, such as bus, lunchroom or playground duty, shall also be voluntary; provided, however, that if there are no volunteers, and the Administration can find no qualified and capable person outside the school, the Administration will assign such

duties to the staff in the building affected on a rotation basis. In the event there are more volunteers than required, Section 8.1 shall apply.

- 2.4 Positions in the summer school program shall be filled, where possible, by regularly appointed qualified teachers in the school district who have indicated an intention to return in the following school year or who are retiring at the end of the summer school program. The Administration shall determine the qualifications of teachers. In determining said qualifications, consideration will be given to a teacher's certification, qualifications, merit and ability (including performance evaluations), and relevant experience. Length of service in the school district shall only be considered where all other factors are determined by the Administration, to be equal. If there are no such qualified teachers, the Administration may select teachers from any other available source.

Article 3

Teacher Evaluation

- 3.1 Each tenured Educator (Teachers and Specialists) who has a proficient or excellent summative evaluation on the most recent evaluation shall have a two-year evaluation cycle. The teacher will be observed formally and informally by a building administrator or immediate supervisor. The teacher may request an additional observation from another administrator or immediate supervisor. Tenured teachers not included in the paragraph above and all probationary teachers will receive one summative evaluation per year in accordance with the policies outlined in the Educator Evaluation Plan and Appendix.
- 3.2 Tenured teachers will receive at least one formal and one informal observation every two years. All summative evaluations shall be completed by March 1 of the school year.
- 3.3 The evaluator shall evaluate all appropriate aspects of the teacher's performance including but not limited to consideration of the teacher's attendance, instructional planning, instructional methods, classroom management, and competency in the subject matter(s) taught and/or services provided. The purpose of the evaluation is the continued improvement of instruction.
- 3.4 All evaluations, with recommendations as provided for in Section 3.72 below, will be entered in the teacher's professional file, to be reviewed at the next annual conference at the request of the teacher or evaluator. Evidence of continued growth must be maintained.
- 3.5 By the first day of student attendance or first day of teacher employment, the building principal or immediate supervisor shall acquaint each teacher under his/her supervision with the teacher evaluation procedures, standards and instruments and, whenever possible, advise each teacher as to who shall observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.

3.6 INTENTIONALLY LEFT BLANK

3.7 The evaluator shall evaluate each teacher formally in writing. Such evaluation shall be based upon the criteria for evaluating professional performance as determined by applicable law, the Educator Evaluation Plan and the Educator Evaluation Plan Appendix, and approved by the Board. Those teachers who have more than one immediate supervisor will be given only one summative evaluation which shall include the judgments of all immediate supervisors.

3.71 At least one formal written observation shall be preceded by at least one pre-arranged classroom observation. The evaluator shall remain for a minimum of 45 minutes, the entire lesson (beginning, middle, end), or an entire period where the normal schedule involves less than 45 minutes of teacher/student contact.

3.72 The evaluator will provide the Observation Documentation Form notes at least 24 hours prior to the Post Observation Conference. The Post Observation Conference will be held with the evaluator within 10 school days of the observation.

3.72a A summative evaluation conference shall be held between the evaluator and the teacher in accordance with the Educator Evaluation Plan and the Educator Evaluation Plan Appendix. A representative of the Council may be present at this conference at the request of the teacher. A copy signed by both parties shall be retained by the teacher. The teacher's signature does not necessarily connote agreement with the summative evaluation.

3.73 If a teacher wishes to supplement his/her summative written evaluation in any way, he/she may do so in writing and attach such comments to the evaluation report to be placed in his/her personnel file. A copy signed by both parties shall be retained by the teacher.

3.8 No later than 75 days before the close of each school term as initially established by the Board prior to the year end revision, if any, the building principal or immediate supervisor shall complete a written evaluation report and make recommendations to the Superintendent for each probationary teacher.

3.9 The formal evaluation instrument(s) and procedures for the evaluation of teachers shall be designed by a joint committee comprised of Council members and Administration represented equally and subject to approval by the Board. Nothing herein shall be construed or interpreted to limit or restrict the authority of the Board. Said evaluation procedures and instruments shall conform to all conditions as may be required by applicable law. If the Board adopts more than one evaluation instrument, tenured members of the bargaining unit shall have the option as to which instrument will be used. A Framework and Rubric have been developed for teachers and specialists. See page 7 of the Educator Evaluation Plan for details.

- 3.10 In the event the State Legislature or Illinois State Board of Education revises or amends the state requirements for teacher evaluation, Article 3 of the Agreement will be modified by the evaluation subcommittee to conform to these guidelines.
- 3.11 Evaluation issues not specifically addressed in this Article 3 shall be governed by the OSD 135 Educator Evaluation Plan. In the event of any conflict between this Article 3 and the OSD 135 Educator Evaluation Plan, the provisions of the Plan shall control. It is understood that the conclusions, judgments and recommendations of the evaluator(s) which result from the evaluation procedure are not subject to the grievance procedure. Alleged violations of the procedure described in the Educator Evaluation Plan may be grieved.

Article 4

Curriculum and Staff Development

- 4.1 The Institute Day Committee will be composed of administrators, teachers, and school service personnel. Fifty percent of the committee members shall be teachers, twenty-five percent shall be school service personnel, and twenty-five percent shall be administrators. The administrators will be appointed by the Superintendent, and the remaining members of the Institute Day Committee will be selected by the Council.

The Committee, under the direction of Administration, will operate under the following guidelines:

- A. The committee members will participate in the planning of up to four institute days for teachers during the regular school term. The dates, number and content thereof shall be approved by the Superintendent.
 - B. The planning of the four Institute Day programs shall be based on the expressed needs of the teachers and the Administration.
 - C. The Superintendent may establish such supplementary procedural guidelines as are necessary for the proper operation of the Institute Day Committee.
 - D. The salary for service on the Institute Day Committee will be \$25.73 in 2015-2016 when performed outside the normal school day. Compensation will increase annually by 1% for the remaining term of the agreement.
- 4.2 Curriculum
- 4.21 The Board recognizes the value of teacher involvement in the development of curriculum. The Board will provide the opportunity for the teacher to participate in a recommending role in this activity.

4.22 Teachers may be offered employment for the sole purpose of curriculum development. Salary for curriculum development will be \$33.75 in 2015-2016 per hour when performed outside the normal school day. Compensation will increase annually by 1% for the remaining term of the agreement. The number of hours to be paid must be agreed upon in writing (in advance), between Administration and writer(s)/developer(s). The District retains exclusive rights to all materials produced and paid for under the provisions of this article.

4.3 Staff Development

4.31 Staff development is an approved experience planned and conducted by the school district for the purpose of strengthening the certified staff and/or District in curriculum, instruction, personnel, support services, or other areas.

4.32 Teachers successfully completing District staff development workshops shall be paid at the rate of \$22.23 per hour in 2015-2016 for attendance when attendance occurs outside the normal school day. Compensation will increase annually by 1% for the remaining term of the agreement. As of July 1, 2006, teachers participating in District 135 staff development no longer have the option of earning district credit. Successful completion for purposes of this clause means completion of all stated activity requirements as announced in advance.

4.33 The staff development instructors will be paid at the rate of \$53.75 in 2015-2016 per hour for staff development workshops taught outside the normal work day. Compensation will increase annually by 1% for the remaining term of the agreement.

4.34 Instructors paid for services rendered in staff development experience may not be paid as participants in said experience.

4.35 Teachers required to attend conferences, courses or special training sessions, or who attend with prior approval of the Superintendent or designee, on non-school days shall be reimbursed at \$124.84 per day in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.

4.36 Mentoring supports the success of teachers new to District 135. Non-tenured teachers will be required to participate in the District's mentoring plan as part of their regular professional responsibilities and will not be paid additional compensation as mentees.

District 135 differentiates mentoring responsibilities and the associated stipends into two distinct categories.

Category I

In this category, a mentor is assigned to work with a staff member who is new to the district and new to the teaching profession. Generally, mentees in this category come to the district with no or very limited teaching experience. The mentor is expected to work with the mentee throughout the school year. Specific duties and time commitments are outlined in the District 135 Mentoring Plan. The stipend for this category includes 3 days of summer work and meetings/responsibilities during the year as outlined in the District's mentoring plan. Mentor teachers shall be paid a stipend of \$1,055.88 in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.

Category II

In the second category, a mentor is assigned to work with a staff member who is new to the district but has several years of teaching experience in one or more other schools/districts. The mentor is expected to work with the mentee throughout the school year but the amount of time spent is less than what is required in Category I. Specific duties and time commitments are outlined in the District 135 Mentoring Plan. The stipend for this category is \$726.30 in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.

Mentor stipends are paid twice per year, that is, in the second paycheck of December and in the first paycheck in June. It is expected that all paperwork required of mentors (e.g., mentoring logs) be submitted in order for the final mentoring stipend to be paid. Changes in the mentoring plan shall be negotiated with the Council.

4.4 Peer Coaching

Peer coaching for all certified Grade EC through Grade 5 staff shall be teacher directed. Notes will be provided to the building administration following each meeting. The Board, through the Administration, will make reasonable efforts to allow for peer coaching among bargaining unit members as determined to be necessary by the Administration. The District will attempt to schedule the following sessions for each Group listed below. The District will also attempt to provide consistent time for each Group across all buildings in the District. Failure to reach these amounts will not be construed as violating this Agreement.

4.4.1 All teachers in Grade EC through Grade 5 with the exception of those listed below will participate in peer coaching during the school day. The District will make every effort to ensure that this group of teachers will receive a minimum of six (6) full days, used in either full day or half day increments.

4.4.2 Media Specialists will participate in peer coaching during the school day. The District will make every effort to ensure that this group of teachers

will receive a minimum of four (4) full days, used in either full day or half day increments.

- 4.4.3 Social Workers, Counselors and Speech and Language Pathologists will participate in peer coaching during the school day. The District will make every effort to ensure that this group of teachers will receive a minimum of two (2) full days, used in either full day or half day increments.
- 4.4.4 Nurses will participate in peer coaching outside the school day. Nurses will be allowed a minimum of two hours per quarter for peer coaching. The nurses will be compensated at the rate of \$25.73 per hour.
- 4.5 The Board shall have the right to require professional development and similar activities and meetings during the school day, and may elect in its discretion to implement late start or early dismissal days for students.

Article 5

Textbooks, Library Books and Other Instructional Materials

- 5.1 In the event a person submits adverse criticism of textbooks, library materials or other instructional materials approved by the Board, and petitions for censorship, removal or expurgation of content deemed by a critic or critics to be offensive on moral, political, religious or other grounds:
 - 5.11 All objections and complaints regarding the use of any instructional or educational materials shall be submitted to the Superintendent in writing. Said objections and complaints should be sufficiently specific to enable the committee, described in Section 5.13, to make the review required by Section 5.13 below.
 - 5.12 Pending review, such textbooks, library materials or other instructional materials may, after consultation with the Council, be removed by the Administration.
 - 5.13 Such objections will be reviewed in a timely manner by a committee of 3 teachers selected by the Council, subject to the approval of the Superintendent, provided such committee shall be competent in the field of study to which the book or film or other instructional material belongs.
 - 5.14 The committee will submit its findings in writing to the Superintendent who will convey them with his recommendations to the Board for its decision.
 - 5.15 The Board, through the Administration, shall have the final decision on the use of all instructional material used in the District. The Board shall approve in advance the basic instructional material to be used in the District.

Supplemental instructional material, consistent with the District's curriculum and philosophy, may be used by the teacher without prior Board or Administration approval; however, the Board reserves the right to remove, through the Administration, such supplemental instructional material when in its judgment, it is in the best interests of the District to do so. If a teacher has reason to believe any instructional material may be controversial or objectionable, the teacher shall seek the permission of the Assistant Superintendent for Teaching and Learning, or other designee of the Superintendent, to use such material prior to its planned use.

Article 6

Council and Teacher Rights

- 6.1 Teachers shall have the right to organize, join and assist the Council, to participate in professional negotiations with the Board through representatives of their own choosing.
- 6.2 Nothing contained herein shall be construed to deny any teacher his rights under the SCHOOL CODE OF THE STATE OF ILLINOIS or under other applicable laws and regulations.
- 6.3 The Board shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership in the Council, or his/her participation in negotiations with the Board nor shall the Board discriminate against any teacher for his/her institution of any grievance, complaint, or proceeding under this Agreement.
- 6.4 The Board shall not discriminate for reason of race, creed, color, religion, age, gender, sexual orientation, disability, or national origin against a teacher or applicant.
- 6.5 The President of the Council or his/her designee shall be given written notice of every meeting of the Board, together with a copy of the agenda prior to the scheduled time of such meeting.
- 6.6 Two copies of the tentative and approved Board minutes shall be mailed or placed in the mail box of the President of the Council as soon as they have been prepared. Additional copies will be posted in the faculty lounge in each building when the minutes are printed and approved.
- 6.7 The Council upon its request, shall be given opportunity to make recommendations with respect to any matter.

6.8 The Board shall make available to the Council, upon request, any existing public records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Standing requests will not be honored.

6.9 School Calendar

The school calendar shall provide for a minimum of 185 teacher workdays, unless the law of the State of Illinois in effect at such time requires the Board to provide a greater number of teacher workdays for such school term, in which event the teacher workdays shall be increased to such greater number. Nothing in this Agreement shall be construed to prevent the Board's extending the school term beyond the closing date provided in the school calendar if such extension of the school term is necessary to provide the minimum number of pupil attendance days required by Illinois law. The closing date of the school term shall be adjusted so that the actual number of teacher workdays shall not exceed 180 days. The school year for school nurses shall be the same as the teachers' school year. The school year for school psychologists shall not exceed the teachers' school year by more than 20 workdays. School psychologists shall secure the prior approval of Special Education Administration in order to work days beyond those defined for the regular school year. Parent conference days shall not be scheduled on a national election day.

6.10 Matters of adverse criticism relating to supervisor-teacher, Board-teacher, parent-teacher, teacher-teacher, or teacher-student relationships shall not be discussed in the presence of students.

6.11 Names and addresses of newly hired teachers shall be provided to the Council prior to the first day of school.

6.12 In the event that the Council desires to send representatives to local, state or national conferences or on other business pertinent to Council affairs, these representatives shall be excused without loss of salary, for up to 10 days per year, providing: (1) the conference supports the educational mission of the district and/or its nature coincides with the goals and objectives of the district's student achievement plan, or if the attendee is an officer or member of a state committee, and (2) a written request along with a copy of the conference/program brochure at least 10 school days prior to the leave has been submitted to and approved by the Superintendent. The Council will reimburse the district for the cost of the substitutes for representatives attending conferences of a political nature or that serve the business of the Council and its affiliated organizations. In all cases pertaining to this Article, the Council agrees to pay all registration, travel and other associated costs for all staff members attending the conferences/workshops/meetings.

6.13 When any teacher is required to appear before the Board, or a Board committee, concerning any matter which could adversely affect the continuation of that teacher in his/her employment, or his/her salary or any increments pertaining thereto, the

teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Council present to advise him/her and represent him/her during such meeting or interview. No meeting or interview shall be delayed due to the unavailability of any particular Council representative.

- 6.14 The building principal may permit teachers, upon request, to leave the building during a preparation period for duties attendant to professional and Council responsibilities. The building principal may withhold such permission when, in his/her judgment, it is in the best interests of the educational program or otherwise in the interests of the efficient operation of his/her building to do so.
- 6.15 Within 30 days of ratification of this Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to each teacher in the District. The Council shall share one-half the cost of printing. The form of the Agreement shall be mutually agreeable.
- 6.16 The rights granted herein to the Council shall not be granted or extended to any competing teacher organization.
- 6.17 The Board and the Council recognize that it is desirable to maintain communication and understanding between them. Therefore, the Council and the Board agree that their designated representative(s) shall meet at a mutually agreeable time at the request of either party for the purpose of attempting to resolve any matter of mutual concern.
- 6.18 Any teacher charged with misconduct, neglect or violation of any applicable policy, law, rule or regulation which may lead to his/her suspension, demotion or discharge shall have the right to be represented by the Council in any meeting conducted by the Board or Administration with such teacher regarding such charge. Prior to scheduling such meeting or hearing, the teacher will be given reasonable notice of the nature of the charge. The teacher may be suspended pending such meeting or hearing.
- 6.19 The Council President shall be granted release time equivalent to the length of one junior high instructional period based on the eight (8) period day used for the 2015-2016 schedule within the teaching day to tend to Council matters and responsibilities. The Administration and the Council President shall collaborate on an appropriate schedule. Release time shall be at least twenty (20) minute blocks of time. The cost shall be shared equally between the Board and the Council.
- 6.20 The Council may use, without special approval, the District communication system to facilitate the dissemination of officially identified Council material. Each member of the bargaining unit will have access to a designated mailbox. Neither the Council nor any member shall use District resources, including but not limited to telecommunications, electronic communications, copiers, and the like, in violation of Board Policies 202-“Advertising in the Schools,” 521-“Prohibited

Political Activities,” and 620-Attachment A – “Staff Authorization for Computer Network Access,” as these policies exist on the date of ratification of said contract. As a courtesy, the Superintendent shall receive copies of any Council mass mailings. Any issues either party has with regard to this paragraph will be brought to the monthly labor-management meetings.

- 6.21 No incident or occurrence involving a teacher not previously recorded in the teacher's personnel file prior to the notification of the demotion, discipline or other involuntary change in the employment status shall be used by the Board as a basis for its action, except for serious infractions which require prompt action and prevent such prior recordation.
- 6.22 Each teacher shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file, except for confidential school or job references. A representative of the Council, at the teacher's request, may accompany the teacher in this review.
- 6.23 Each teacher's personnel file shall contain the following minimum items of future information and prior information currently in existence:
1. TB report
 2. Required medical information (filed separately)
 3. All teacher evaluation reports
 4. Copies of annual contracts or notification of re-employment
 5. Copies of supplemental duty contracts.
 6. Official transcripts/grade reports of all undergraduate and graduate work.
- 6.24 Materials related to discipline may not be placed in the teacher's personnel file without first giving the teacher an opportunity to place a written response to this material in this file. Such opportunity to provide a written response shall not expire. Such material must be initialed and dated by the teacher to show that the teacher has been given this opportunity.

Article 7

Teacher Protection

- 7.1 It is desirable that any problems or concerns expressed by a parent of a student and directed toward a teacher be resolved at the teacher level first. The teacher should be involved in the resolution of problems initially and the Administration shall make every attempt, whenever possible, to channel parent complaints directly to the teacher. It is understood that in emergency matters, the Administration reserves the right to immediately work towards the resolution of parent complaints/concerns. In such emergency situations, the Administration will keep the teacher informed of the parent's complaints/concerns and the progress of the resolution, when appropriate.

In the event that a parent does not select a parent-teacher conference for the resolution of the complaint/concern, the Administration will inform the teacher of the situation and work to bring the teacher and parent together for problem resolution. The Administration will seek a collaborative problem-solving process through a parent-teacher-administrator conference. It is desirable to resolve the problem at the school building level through facilitation by the building principal. The teacher may not refuse to be present at this conference with the parent and the building principal.

If problem resolution fails at the school building level, the Administration will seek a collaborative problem-solving process through a parent-teacher meeting with the Superintendent or his/her designee. The teacher may not refuse to be present at this conference with the parent and the Superintendent (or designee).

If problem resolution reaches the level of the Board of Education, the teacher may request a member of the Council to be present at any meeting requested by the Board for the purpose of resolving the parent's complaint/concern. The Council member may act as observer or representative in such meetings.

Nothing in this section shall prevent an administrator from hearing a parent complaint. However, no action may be taken against a teacher without a good faith effort to achieve problem resolution by following the guidelines listed in this article. Information is not required to be shared with a teacher when sharing the information could, in the judgment of District Administration, interfere with a criminal investigation, or an administrative investigation that jeopardizes the health or safety of any individual.

- 7.2 The Board shall provide indemnification and protection for claims, suits and liability against the teacher in accordance with the School Code.
- 7.3 The central purpose of video surveillance on school property is to reduce student disciplinary problems and to protect school property. The primary purpose of video equipment systems is not to discipline employees and shall not be used in the employee evaluation process.

The District does not intend to monitor video cameras for the sole purpose of detecting employee misconduct. In the event that any video equipment captures an employee engaging in misconduct, such video recording may be used by the District to impose discipline for such misconduct. The District shall permit the Union to view that portion of any video recording relating to employee misconduct that is being used by the District for disciplinary purposes.

The District may install video equipment in public areas, including but not limited to outside of buildings, hallways, entryways, gymnasiums and multi-purpose rooms. Prior to activating any additional video equipment in other public areas, the Union will receive notice in advance of the placement of additional cameras. The

District will post a notice in such public areas alerting all that the area is under video surveillance.

Article 8

Vacancies, Transfers and Promotions

- 8.1 Vacancies that occur during the school term may be filled by the Board for the balance of the school year. If the Board decides to fill said vacancy, it shall have the discretion as to the selection of the temporary replacement. The Superintendent or his/her designee shall have posted in each building, by April 30th, a list of known vacancies for the next school year. The postings shall contain a brief description of the job including location and the certificate of requirement needed. Any teacher may bid on any job posted on or before the date stated on the posting. In each building, seniority lists for extra duties shall be posted by September 30 of each year.

The Board's selection of a candidate for a new or vacant teaching position not otherwise required to be filled pursuant to Section 24-12 of the Illinois School Code shall be based on consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations if available), and relevant experience. Seniority shall not be considered as a factor unless all other factors are determined by the Board to be equal. The Board's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure of this Agreement, provided that the posting requirements set forth in this paragraph have been complied with.

In considering applicants for curricular assignments, seniority in the District shall govern when the Board finds that the following criteria are substantially equal among the applicants involved: (1) certifications; (2) qualifications; (3) merit and ability (including performance evaluations); and (4) relevant experience (whether in or out of the District) in the subject, grade (EC-5, 6-8), activity, or responsibility, whichever are applicable. An example of a curricular assignment is zero hour.

In considering applicants for vacant extracurricular assignments such as coaching or clubs, positions shall be filled on the following basis: certifications, qualifications, merit and ability (including performance evaluations), and relevant experience. Seniority in the District for coaching/clubs will not be considered unless all other factors are determined by the Administration to be equal.

One year of crowd control/supervision seniority shall be granted for completing one or more activities in the school year. One year of bus/lunch duty seniority shall be granted for acting as substitute for 90 or more days (.5 year bus/lunch duty seniority for acting as substitute for less than 90 days).

It is understood that the Administration will inform any staff member in writing if his/her performance is inadequate in an extracurricular assignment and such

determination may cause the removal of the staff member from the assignment. The Administration will publish an extracurricular bid list for each new school year as soon as information is available about vacancies.

In the event of an involuntary transfer, a teacher who had an extra duty assignment may retain the extra duty assignment at the new school building if the teacher's extra duty seniority is greater than others in the same extra duty. Teachers who voluntarily transfer to another building may bid on any vacant extra duty assignments.

It is recognized that nothing in this Agreement shall obligate the Board to select any applicant or fill a vacancy.

- 8.2 Any teacher may apply for transfer to another position where a vacancy exists and for which he/she is qualified. The application will be directed to the Human Resources Office and will be submitted at the District's main office. Such application will be in writing, with a copy to the Council President and the building principal where the vacancy exists. If the request for transfer is denied, the teacher will receive oral or, upon request, written notice of the reasons for denial from the building principal and/or Human Resources Office.
- 8.3 Although teachers may be involuntarily transferred, the Administration will attempt to avoid such transfers without the teacher's consent. In the event that the teacher does not consent, the Superintendent or his/her designee shall notify the teacher in writing as to the reason(s) for the transfer prior to the transfer.

Seniority in grades K-5 and grades 6-8 shall be considered, in accordance with Section 8.1 above, the selection of teachers for involuntary transfer within the affected grade or content area.

District seniority shall be considered, in accordance with Section 8.1 above, in the event of involuntary transfer of Special Education and Early Childhood personnel.

Seniority shall be computed by determining the number of years of service a teacher has anywhere in District 135 in the particular grade level group (i.e. either K-5 or 6-8). In the event that two teachers have the same grade level seniority, district seniority shall prevail. The hire date shall be the date the Board approved the hire. In the event hire dates are the same among personnel, the employee to be involuntarily transferred will be determined by lottery among said employees. The lottery will be conducted in the presence of OCE and Administrative representatives.

- 8.3.1 Teachers who are involuntarily transferred after May 15 will be compensated at the rate of \$110.98 per day in 2015-2016 for setting up their new classrooms. Compensation will increase annually by 1% for the remaining term of the agreement. Teachers may request up to two day's time for the

purpose of moving their classroom materials and setting up their new classrooms.

Article 9

Reduction in Force - Seniority

9.1 In the event it becomes necessary to make staff reductions, the primary consideration shall be the welfare of the students.

Any reduction in personnel shall be in compliance with Section 24-12 of the SCHOOL CODE OF ILLINOIS.

“District seniority”, wherever referred to in this contract and for the purpose of reduction in force, shall be determined on the basis of the criteria listed below.

Credit shall be given as follows:

- A. One year of service shall be granted for working at least 90 days of a 180 day school year (part-time or full-time assignment). Days worked include benefit days (e.g. sick leave or personal leave days) but do not include days on unpaid leave. In the event that the number of days of the school year differs from 180, the employee must work at least 50% of the total number of work days established for the school year.
- B. One half-year of service shall be granted for working 89 days or less of a 180 day school year (part-time or full-time assignment). Days worked include benefit days (e.g. sick leave or personal leave days) but do not include days on unpaid leave. In the event that the number of days of the school year differs from 180, the employee shall have worked less than 50% of the total number of work days established for the school year.

No credit shall be awarded for:

- A. substitute service of any type;
- B. year(s) on Board approved unpaid leaves;
- C. out-of-district service;
- D. in-district service but not as a teacher (teacher aide or instructional aide, for example);
- E. prior teaching service in the District where there has been a clear break in service due to a resignation.

Written notification of termination will be given to teachers not less than 45 days before the end of the school year.

Teachers who are honorably dismissed under this article shall be placed on a recall list in accordance with Section 24-12 of the School Code of Illinois.

- 9.2 A joint committee made up of equal members from Administration and membership shall meet by December 1 of every year of this Agreement for the purposes of creating a one year agreement that will be used when creating the honorable dismissal list used by the district. If no agreement is reached by February 1, the current agreement shall be extended for the following school year.
- 9.3 Nothing in this Agreement shall be construed as limiting the right of the Board of Education to dismiss a non-tenured teacher for performance reasons in accordance with Section 24-11 of the Illinois School Code.

Article 10

Teaching Hours and Assignments

- 10.1 The length of the teacher work day in the primary and intermediate buildings will be 6 hours 55 minutes, and the length of the teacher work day in the junior high building will be 7 hours 8 minutes. It is understood that 25 minutes of this time is teacher preparation time of which 15 minutes shall occur at the beginning of the student school day and 10 minutes shall occur at the end of the student school day. It is understood that the 5 minutes immediately preceding the student school day may be principal directed preparation time. In the primary and intermediate buildings, the student school day will be 6 hours 30 minutes, and in the junior high buildings the student school day will be 6 hours 43 minutes.

There are certain exceptions to this, which are:

- (1) reasons beyond the Board's control, such as acts of God or other emergencies
- (2) extracurricular after school assignments, bus duty, etc. If a teacher has bus duty, his or her work day shall start five (5) minutes prior to reporting for bus duty.
- (3) the exceptions set forth below in this section. Teachers will remain for a sufficient period before and/or after the close of the students' school day to attend to those matters which properly require attention at that time, including, but not limited to, staffings, parent conferences, and instructional meetings (not over one hour). The exact starting times and ending times will be set by the principals. However, on days preceding Thanksgiving, winter break, and the spring break, the teacher's day will end five minutes after the time pupils are dismissed, except for teachers who have supervisory duties beyond the student day.

Primary teachers (K-3) will receive 260 minutes of planning time per week, intermediate teachers (4-5) will receive 230 minutes of planning time per week, and junior high teachers (6-8) will receive one instructional period of planning time per day based on the eight (8) period day used for the 2015-2016 schedule. Non-student contact time is considered planning time for Early Childhood (At-Risk) teachers and for Early Childhood Special Education teachers. Early Childhood teachers are not required to remain with students during scheduled Physical Education classes. For the 2015-2016 school year, primary and intermediate teachers shall have planning time scheduled with a minimum of 30 minute increments, when possible. Beginning in the 2016-2017 school year, the Administration will schedule at least one (1) block of planning time of at least twenty (20) minutes each day for primary and intermediate teachers, and periods of time of five (5) minutes or less shall not count toward total planning time. All junior high (6-8) teachers instructing students for six (6) periods shall receive a zero hour stipend.

- 10.2 Every teacher shall be allowed a duty free lunch period as required in Section 24-9 of the SCHOOL CODE OF ILLINOIS.
- 10.3 In the event present practice with regard to preparation time and lunch period should be changed, the Board agrees to negotiate fully the suggested change. The term "negotiate," however, does not require agreement.
- 10.4 If there is a lack of a substitute teacher, a regular teacher shall have the right to refuse to accept a class or a portion of any class other than his/her own, unless the principal has advised the teacher that he/she has tried but has not been able to employ a substitute teacher. Any teacher who accepts a class which requires him/her to forfeit his/her preparation period shall be compensated at the rate of \$35.08 per hour in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.
- 10.5 A teacher may request the transfer of his/her aide.
- 10.6 The last day prior to Winter Break will be a two hour early release day for students and staff. This release time is in exchange for the time devoted during Open House.
- 10.7 Class Size. The Board and the Council agree that the pupil/teacher ratio is an important part of an effective educational program. Reasonable efforts will be made, subject to all relevant considerations, to maintain reasonable and appropriate class sizes, as determined by the Board, and roughly equal class sizes by grade level in a building.

Article II

Grievance Procedure

- 11.1 It is the declared objective of the Council and the Board to encourage the prompt resolution of grievances or complaints of teachers covered by this Agreement as

they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances or complaints.

11.2 Grievance Procedure

11.21 A "grievance" shall mean a complaint by a teacher, group of teachers, or the Council that there has been a violation or misinterpretation of the provisions of this Agreement.

11.22 A teacher who has been treated contrary to established policy or practice governing or affecting teachers may follow the grievance procedure using Steps 1 through 4 (excluding Section 11.3). No matter initiated under this Section 11.22 may be subject to arbitration under Section 11.3.

Grievances shall be processed as follows:

Step 1:

Any teacher who has a grievance shall submit it in writing to and discuss it with his/her immediate supervisor. A grievance shall set forth the facts upon which the complaint is based in sufficient detail to allow the immediate supervisor to respond thereto. His/her supervisor shall answer all written grievances in writing within 6 school days after such presentation. The teacher may have his/her Council representative present if he/she wishes.

Step 2:

If the grievance is not settled in Step 1 and the teacher wishes to appeal, the grievance may be referred by him/her in writing to the Human Resources Office (or to any other person designated by the Board) within 10 school days after receipt of the answer in Step 1 and shall be signed by both the teacher and a Council representative. The Human Resources designee shall discuss the grievance within 6 school days with the grievant and the Council representative at a time mutually agreeable to the parties. The Human Resources designee shall give his/her written answer to the Council and the grievant within 6 school days following their meeting.

Step 3:

If the grievance is not settled in Step 2 and the Council desires to appeal, it shall be referred in writing by the Council to the Superintendent within 10 school days after receipt of the answer in Step 2. The Superintendent, or his/her designee, shall discuss the grievance within 6 school days with the Council representative and the grievant at a time mutually agreeable to the parties. The Superintendent, or his/her designee, shall give his/her written answer to the Council within 6 school days following their meeting.

Step 4:

If the grievance is not settled in Step 3 and the Council desires to appeal, it shall be referred in writing by the Council to the Board within 10 school days after receipt of the answer in Step 3. The Board shall at its next meeting, at least 5 days after receipt of the appeal, discuss the grievance with the grievant and the Council representative. The Board shall give its written answer to the Council within 10 school days after the Board meeting.

II.3 Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Council (but not the teacher) may refer the grievance to arbitration within 10 school days after receipt of the Board's answer in Step 4. The parties shall attempt to agree on an arbitrator. If no agreement is reached, the Council or the Board may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall take turns striking names from the list, with the Council striking first, and the last person remaining on the list shall be the arbitrator. Either party may reject one (1) panel in its entirety before any striking is done.

II.4 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or any applicable Board policy. He/She shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and teacher and shall be immediately implemented.

II.5 Expenses of Arbitration

The fees of the arbitrator and the customary administration fees of FMCS shall be divided equally between the Board and the Council. All other expenses shall be borne by the party incurring them.

11.6 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance provided, however, that if there are less than 10 school days before the close of the school term this time limit shall be extended to 10 calendar days. The failure to act within the time limits herein shall bar further appeals. Time is of the essence to this Agreement. Time limits may be extended only by mutual written agreement. Failure to communicate a decision within the specified time limits shall permit the Council to proceed to the next step.

11.7 At least one Council representative shall be present at any meeting, hearing, appeal or other proceedings (except for Board executive sessions where the grievant is not present) relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Council, provided the Council has been notified and the adjustment is not inconsistent with the terms of this Agreement.

11.8 No reprisals of any kind shall be taken by the Board or the Administration against a teacher because of his/her participation in this grievance procedure. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

11.9 The Council or the Board shall have the right to use the grievance and arbitration procedure starting at Step 2 of the procedure. When, by Board action, a teacher has been given a notice of dismissal, the Council may grieve up to but not including arbitration by starting at Step 3 of the grievance procedure.

Article 12

Academic Freedom

12.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from improper censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

12.2 Academic freedom shall be guaranteed to teachers with regard to study, investigation, presentation, and interpretation of facts and ideas provided (1) teachers are factual, objective and respect the professional nature of their

responsibilities, and (2) the Board or its designee shall have approved any matter introduced into teaching.

- 12.3 No teacher shall present himself/herself as a representative of the District without District authorization to do so.

Article 13

Effect of Agreement

- 13.1 The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- 13.2 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 be automatically 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 the Agreement if not affected by the deleted article, section, or clause.

Article 14

Payroll Deductions

- 14.1 The Board will make available payroll deductions for professional dues, annuities, insurance, a flexible spending plan, and to the credit union. If also authorized, a deduction and contribution to the Local Committee on Political Education (COPE) will be made. Deductions, once authorized in writing, shall continue in effect until a written request to the contrary is made by the authorizing teacher or such teacher is for any reason dismissed or leaves employment. Teachers may make changes to their authorized deductions no more than once each month and they must give at least two weeks advance notice before any such change may take effect. All requests for changes in authorized deductions must meet the guidelines and regulations specified in the annuity, insurance, flexible spending, or credit union plan in which the teacher is enrolled. The Council shall indemnify, defend and hold harmless the Board, 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, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

Article 15

Leave

- 15.1 Teachers will receive a maximum of fifteen days sick leave per year. Unused sick leave shall accumulate indefinitely. A teacher on leave of absence shall not be eligible for sick leave, nor shall he/she accumulate sick leave days.

Sick leave may properly be taken because of personal illness, quarantine at home, or serious illness or death in the immediate family. Sick leave shall include spouses, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, aunts and uncles, aunts and uncles of spouses, legal guardians, and others as approved by the Superintendent.

Teachers shall be entitled to utilize their available sick leave days for up to twelve weeks to run concurrent with FMLA after the birth of a child and up to thirty (30) days for the adoption of a child. A teacher who is absent from school and unable to work due to a disability caused or contributed by pregnancy, childbirth, or related medical conditions, may utilize available sick leave for such absences in accordance with applicable law. In addition, however, a parental leave of absence without pay may be granted to a tenured teacher under the provisions of Section 15.3 of this Article, and to a non-tenured teacher with two years of full-time service under the provisions of Section 15.38 of this Article. A statement from the teacher's doctor, or a doctor of the Board's choice, or evidence that the formal adoption process is underway, may be required by the Administration to establish eligibility for sick leave.

Part-time teachers who work at least half-time, i.e., at least 0.5 FTE, shall receive prorated sick leave pay.

15.11 Sick Leave Bank

1. Any member of the Council covered under the terms of this Agreement shall be eligible to participate voluntarily in a "Sick Leave Bank." Such teachers 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 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 chairperson 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 decision shall be final. No one shall draw from the Sick Leave Bank until an Application for Withdrawal and an Attending Physician's Statement 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. Personal leave is not required to be depleted by the staff member. Teachers are eligible for withdrawal from the Sick Leave Bank for only one continuous catastrophic injury or catastrophic illness per school year. Each withdrawal shall be not less than five (5) days nor more than twenty (20) days. 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 180 working days, (total aggregate sick leave shall include accrued sick leave and approved sick leave withdrawal from the Sick Leave Bank).

5. Three (3) members of the Orland Council of Educators appointed by the President will act as a Sick Leave Bank Committee in all matters that concern the policies and decisions of the Sick Leave Bank. The Sick Leave Bank Committee shall ensure that all participants know that the policies and decisions of the Sick Leave Bank are made by the Sick Leave Bank Committee and not by the Board or Administration. District office personnel will maintain the current process of collecting, organizing and reporting data to the Executive Council of the OCE and the Sick Leave Bank Committee.
6. The Orland Council of Educators' representatives of the Committee shall compile a roster of participating teachers, and shall submit its information to the Administration no later than October 15. They shall also report the specifics of any withdrawals to the Administration prior to the end of the school year; and shall prepare and present such other reports and information that the Administration may require from time to time.
7. The Orland Council of Educators 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 proceeding which might arise as a result of this Article.

8. Any dispute which arises as to the administration of this section shall be non-grievable.
9. The Sick Leave Bank (SLB) Committee shall write its own rules of operation.
10. 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 SLB.
11. Any costs or labor necessary for the operation of the Bank shall be the exclusive responsibility of the Council.

15.12 Bereavement Leave

The Board shall provide up to five (5) non-cumulative bereavement days per occurrence in the event of death of a spouse or child, up to three (3) non-cumulative bereavement days per occurrence in the event of the death of a parent, brother, sister, grandchild, grandparent, parent-in-law, sister-in-law, brother-in-law, legal guardian, and others as approved by the Superintendent and up to one (1) bereavement day per occurrence in the event of death of an aunt, uncle, niece, nephew, and the same of a spouse and others as approved by the Superintendent.

15.2 Personal Leave Days

The Board shall grant two (2) days of personal leave per year at full pay which may be used at the teacher's sole discretion. To qualify for personal leave days, teachers shall provide notification under the appropriate guideline below:

- a. ONE (1) school day advance notice to the building administrator for a normal school day that is not preceding or following a holiday recognized by the district, except in an emergency situation where such notification is not possible. Emergency requests may be approved on a case by case basis.
- b. THREE (3) school days advance notice to the building administrator for a local, state, or national holiday not celebrated by the District. In this case, a Cause of Absence Form must be completed in advance whenever possible.
- c. FOUR (4) school days advance notice to the building administrator and the superintendent for a day immediately prior to or after a holiday or holiday week, or during the first five work days or the last five work days of the school year. Personal leave shall not be allowed or taken on these days unless approved by the Superintendent.

Additional guidelines applicable to all personal leave days:

- d. The use of personal leave days may be approved on the last school day preceding the winter recess and spring recess.
- e. Personal leave days may be used as sick days.
- f. In the event too many teachers request personal leave, resulting in adverse efficiency in the operation of any school or part thereof, the Administration will permit as many teachers to take time off for personal leaves for which it can obtain substitutes but in no event more than 20% of the teachers in any one building.
- g. Approval of Personal leave will be based on an equitable sharing in the use of such days among the entire staff.
- h. Employees may carry over one unused personal leave day to the following school year. An employee carrying over one unused personal leave day would begin the new school year with three personal days. Employees may accrue a maximum of three personal leave days in a year. Any additional unused personal leave days shall be added to the employee's accumulated sick leave. All accumulated personal days may be used consecutively.
- i. Personal leave shall not be used in conjunction with other types of leave for the purpose of extending a holiday or vacation period.

15.21 Leave Without Pay

The salary of any teacher who is absent and who is unable to utilize personal leave, accumulated sick leave or Sick Leave Bank days shall be reduced by 1/180 for each day of absence. Leave without pay shall be at the discretion of the Board of Education and shall not normally be used in conjunction with other types of leave for the purpose of extending a holiday or vacation period. Furthermore, such leave shall comply with Board Policy 506.2.

15.22 Religious Holiday Leave

The Superintendent shall grant days of leave for observation of religious holidays not reflected in the school calendar on a case by case basis.

- 15.3 A parental leave of absence shall be granted without pay subject to the following provisions:

- 15.31 A tenured teacher shall notify the Superintendent or his/her designee, with a copy to the principal when pregnancy is confirmed. Said teacher may request, in writing, a leave of absence without pay. Unless otherwise agreed to between the teacher and the Superintendent, a teacher whose leave begins after January 1 of a calendar year must return to work on the first day of either the 1st or 3rd quarter of the following school year except as provided in paragraph four of this Section, and except that a teacher whose leave begins prior to January 1 may return to work at the beginning of the 3rd quarter of that same school year.

A parental leave of absence must begin no later than one year (365 days) from the birth of the child.

Teachers who have been granted parental leaves of absence and who intend to return to work the succeeding school year must either report to work on the first day of said succeeding school year or request an extension of the parental leave for the said succeeding school year.

In no case shall the duration of a parental leave (or any extension thereof) exceed 2 years. The teacher and Superintendent must mutually agree upon the date of return prior to the commencement of any parental leave.

At the end of a teacher's parental leave, the teacher shall have a right to return to employment in the District provided the teacher notifies the Superintendent in writing by February 15 of the school term prior to the teacher's return and provided the teacher is not dismissed due to a reduction in force, or otherwise, as permitted by law. If the position the teacher left is open, the teacher may return to that position. If the position the teacher left is filled or discontinued, the teacher shall bid on an available position from the district's vacancy list. A teacher on a leave of absence for the first semester of the school term must notify the Superintendent in writing by November 15 of his/her intention to return second semester.

- 15.32 A statement from the teacher's doctor or a doctor of the Board's choice, if the Board so desires, may be required to establish the teacher's ability to perform or resume her duties.
- 15.33 Absence on parental leave shall not be considered a break in service under this agreement, but the period of the leave shall not count as service in the District for any purpose.
- 15.34 The provisions of this Section 15.3 shall apply to teachers who adopt children, provided the teacher notifies the principal in writing with a copy to the Superintendent, as soon as reason-ably possible prior to the date of adoption. A parental leave of absence for a teacher who adopts a child may begin on a date mutually agreed upon by the teacher and the Administration.
- 15.35 Any teacher granted parental leave shall be granted step credit and advancement on the salary schedule in accordance with the provisions of Article 20.31.
- 15.36 A teacher granted a parental leave may make arrangements during the leave to continue group insurance coverage subject to the insurance policy issued there under.

15.37 Upon approval of a leave under Article 15.3 of this Agreement, the Administration shall direct the attention of the teacher to the applicable "notice of return" requirements under Article 15.31.

15.38 Non-tenured teachers with two (2) years of full-time service in the district shall be entitled to one parental leave of absence of up to six (6) months prior to attaining tenure.

The parental leave must be taken as soon as the disability leave ends and will be limited to the following time schedule:

<u>Baby Born</u>	<u>Return to Work</u>
a. 8/1 to 9/30	a. 1st day of 3rd grading period
b. 10/1 to 11/30	b. 1st day of 4th grading period
c. 12/1 to 1/30	c. 1st day of next school year
d. 2/1 to 3/31	d. 1st day of next school year
e. 4/1 to 5/31	e. 1st day of 3rd grading period
f. 6/1 to 7/30	f. 1st day of 3rd grading period

15.4 Except as provided in 15.4e, a leave of absence, subject to conditions set by the Board, of up to 2 years without pay and without benefits may be granted to any tenured teacher, upon application, for the purposes of participation in:

15.4a Exchange teaching programs in other states, territories or countries;

15.4b Foreign or military teaching programs;

15.4c Peace Corps, Teaching Corps, Job Corps as a full-time participant;

15.4d Cultural travel or work programs or leaves for the purpose of advanced study related to his/her professional responsibilities;

15.4e To serve as an officer of the Council or as a staff member of the IFT or AFT for up to 1 year;

15.4f Voluntary service in any branch of the armed forces of the United States;

15.4g For the necessary care of a family member.

- 15.4h For such other reasons as the Board may deem reasonable and in the best interests of the District.
- 15.4i At the end of any leave granted pursuant to Article 15.4, the teacher shall have a right to return to employment in the District provided the teacher notifies the Superintendent in writing by February 15 of the school term prior to the teacher's intended return. If the position the teacher left is open, the teacher may return to that position. If the position the teacher left is filled or discontinued, the teacher shall bid on an available position from the district's vacancy list.
- 15.4j Upon approval of a leave under Article 15.4 of this Agreement, the Administration shall direct the attention of the teacher to the applicable "notice of return" requirements under Article 15.4i.
- 15.5 To qualify for such leaves, the teacher shall state his/her intention to return to the District and shall state the specific reasons for the requested leave of absence.
- 15.6 The tenure state of a teacher, if any, shall not be affected because of absence while on leave as provided herein.
- 15.7 If during any leave of absence granted under this contract, the purpose of such leave terminates, the teacher may request to be permitted to return to service prior to the regular termination date of the leave which request will be considered by the Board.
- 15.71 The tenure status of a teacher shall not be affected by virtue of his involuntary induction for military duty in any branch of the armed forces of the United States. The activation of a reservist shall be considered involuntary.
- 15.8 Jury Duty Pay
- Teachers who lose time on days which they are scheduled to teach due to serving on a jury or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of salary thereby, provided they give notice to the principal of the dates of their absences upon receipt of any notice of jury duty or said court appearance. Evidence of the completion of jury service shall be presented to the District's Business Services Office.
- 15.9 The Superintendent or his/her designee on behalf of the Board may allow teachers to be released from their regular duties without loss of pay or accrued leave to attend conferences and conventions.
- 15.91 When attendance at conferences or conventions is approved by the Superintendent or his/her designee, expenses will be paid in accordance with "Administrative Procedures on Travel Reimbursement".

- 15.92 Should a teacher wish to attend a conference or convention not approved by the Superintendent under the provisions of Article 15.92, the Superintendent may allow the teacher to attend the conference or convention utilizing personal days or forfeiture of salary for that day(s). However, all other expenses would be the responsibility of the teacher.
- 15.93 Within thirty (30) days after any conference or convention, the teacher will report to the Superintendent or his/her designee. The Superintendent or his/her designee will decide the form the final report will take.
- 15.94 All requests for attendance at such conferences or conventions should be submitted in writing at least 30 calendar days prior to the event (unless good reason is shown) and must bear the approval and recommendation of the Superintendent or his/her designee.
- 15.10 All leaves provided under this Article 15 shall, to the extent that the reason for the leave qualifies for leave under the federal Family and Medical Leave Act, run concurrently with and be counted towards any leave entitlement under said Act. This Section is only applicable to absences that qualify for leave under the Family and Medical Leave Act.
- 15.10.1 Allowable reasons for FMLA leave – Except in the case of leave to care for a covered servicemember with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of 12 workweeks of leave during any 12-month period for any one, or more, of the following reasons:
1. The birth of the employee's son or daughter, and to care for the newborn child;
 2. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
 3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
 4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; and,
 5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty.

Article 16 Retirement

Early Retirement Option

Sections 16.1 through 16.6

- 16.1 Teachers who meet the eligibility criteria as defined in Section 16.4 may elect to participate in the ERO early retirement plan of the District.
- 16.2 INTENTIONALLY LEFT BLANK.
- 16.3 An eligible teacher may elect to apply for early retirement as of the end of any school year by giving written notice of his/her irrevocable notice of intent to retire to the Superintendent by April 1 of such year.
- 16.4 A teacher who is between the ages of 55 and 60, with at least 20, but less than 35 years of service in Illinois, and at least fifteen (15) years of full time employment as a teacher in District 135 of which at least five (5) years immediately precede retirement, may use the early retirement option as provided under the Teachers' Retirement System of Illinois ("TRS"). All of the teacher's accumulated sick leave benefits shall be transferred to TRS. The Board of Education shall pay the employer's one-time non-refundable contribution in the amount established by TRS. The retiring teacher shall be responsible for the employee's contribution.
- 16.5 This ERO retirement benefit shall not be available to any teacher whose retirement causes any TRS penalty to the District.
- 16.6 INTENTIONALLY LEFT BLANK.

Retirement (Non-ERO)

Sections 16.7 through 16.11

- 16.7 Teachers who meet the eligibility criteria as defined in Section 16.8 may elect to participate in the non-ERO retirement plan of the District.
- 16.8 To be eligible, the teacher must meet the following requirements:
- (1) be eligible to retire with no penalty from TRS as of the date of retirement;
 - (2) prior to the date of written application for retirement, a teacher must have at least fifteen (15) years of full-time employment as a teacher in School District 135 of which at least five years immediately precede application for retirement;
 - (3) have 35 years of service credit (inclusive of accumulated sick leave) with TRS OR be at least age 60 as of the date of retirement;
 - (4) The employee must take the plan first time he/she is eligible.

- 16.9 An eligible teacher may elect to apply for non-ERO retirement by giving an irrevocable written notice of retirement to the Superintendent by April 1 of the year in which the retirement bonus will begin.
- 16.10 A teacher who meets the eligibility requirements as stated in Section 16.8 and who provides the notice as stated in Section 16.9 will receive:
- A. As a retirement bonus a total increase in creditable earnings of six percent (6%) will be applied over the total TRS creditable earnings received from the District in the previous school year (“the base year”). An eligible teacher may receive this 6% increase in each of the four years prior to retirement only.
- 16.11 In recognition of the value to the District of not being required to pay any surcharges or penalties to TRS as a result of a teacher experiencing an increase in creditable earnings of more than six percent (6%) in any of the last four years before retirement, any teacher who retires without using ERO and without causing such a penalty or surcharge shall receive a post-retirement severance payment equal to \$600.00 per year for each year of District employment up to 25 years. In addition, for each accrued sick day that the teacher cannot apply for TRS service credit, the teacher shall receive a post-retirement payment of \$45.00 per day. The teacher shall have no actual or constructive right to receipt of the post-retirement severance payments until after receipt of the teacher’s final paycheck for regular earnings or final date of TRS creditable service, whichever date is later.
- 16.12 Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more six percent (6%) increase(s) in creditable earnings under Section 16.10 shall be removed from the salary schedule and shall not receive any additional compensation from the District regardless of any additional activities the teacher may choose to perform or any horizontal or vertical movement the teacher would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the creditable earnings increases of such teachers should be capped at six percent (6%) in any of the four years prior to their retirement, so that the District may avoid any related TRS surcharges or penalties.
- 16.13 Salary increases provided for in Section 16.10 are conditional on the teacher satisfactorily performing all required duties and assigned supplemental activities that were compensated in the base year used to calculate the six percent (6%) increase(s). If during any year(s) in which a teacher would otherwise be entitled to receive six percent (6%) retirement increases the teacher declines to perform any assigned supplemental activities that were compensated in the base year, or the teacher is removed from such activities for cause, the teacher’s creditable earnings shall be reduced proportionally.

16.14 The incentive payment under Article 16.11 of the Collective Bargaining Agreement shall be paid to each eligible retired teacher in the form of a non-elective employer contribution into the 403(b) accounts of each individual, provided no contribution shall be made that causes a retiree's 403(b) account to exceed the applicable annual contribution limits under IRC 415c for any year.

If the amount payable to a retired teacher under paragraph 1 exceeds applicable contribution limits under the Internal Revenue Code, the excess shall be contributed into the 403(b) accounts of affected retirees in the next calendar year and in each succeeding calendar year until the entire amount payable is contributed into the 403(b) accounts such retirees.

No contributions may be made by the Board later than the end of the fifth year following the year in which the employee or former employee severed employment with the Board.

Employees shall have no cash options to this non-elective employer contribution benefit.

All contributions made hereunder shall be determined in accordance with applicable law.

Article 17

Professional Compensation and Related Provisions

17.1 Effective September, 1986, newly employed teachers may be awarded full credit for teaching experience outside of the District, provided that said service was rendered after the attainment of a bachelor's degree and in an accredited school.

17.2 The salary schedules shall be as set forth in Appendix A.

17.3 The salary schedules in this Agreement include teachers' contributions to the Illinois Teacher Retirement System (TRS). The Board will forward said contributions to TRS on behalf of the teachers in accordance with procedures established by TRS. The Board shall not be required by this section or otherwise to pay any additional amounts to TRS on behalf of the teachers. Teachers shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on behalf of each teacher nor any right or claim to the contributions to TRS except as such may subsequently become available upon retirement or resignation from TRS.

17.4 Teachers shall be reimbursed at the Federal Government's maximum non-taxable mileage allowance for all approved mileage to perform their assigned duties.

- 17.5 If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their regular pay check on the last day of the school session. Said check shall be normally dated, except upon request, the Administration may within its discretion predate said check for good cause shown. During the summer period, checks shall be mailed on the regular pay date to the designated addresses of the employees.
- 17.6 Any balance in the Board's contractual salary, due to a teacher's severance for any reason other than a reduction in force, shall be paid within 30 days after the last day of work and District health insurance coverage shall terminate at midnight on the last day of the month in which the teacher worked. Any teacher dismissed as a result of a reduction in force shall be paid on or before the third business day following the last day of pupil attendance in the regular school year and district health insurance coverage shall terminate at midnight on August 31 of the last year of employment.
- 17.7 Authorization for payroll deductions, other than those required legally and by this Agreement, shall be authorized by written consent of the professional employee on a form supplied by the District, and shall be subject to the approval of the Superintendent.
- 17.8 When a faculty member has earned the right to a higher salary bracket by reason of increased professional training, the transfer shall be made effective at either the beginning of the next contractual year or the mid-point of a contractual year. To be given a higher salary bracket at the mid-point of any school year, the teacher must submit to the Human Resources Office, certification of appropriate earned credits by transcript or certificate of completion no later than February 1 of that year. The District may make payment for any mid-year salary bracket change in any manner and at any time prior to the beginning date of the next school term. To be given a higher salary bracket at the beginning of a contractual year, the teacher must submit to the Human Resources Office, certification of appropriate earned credits by transcript or certificate of completion no later than October 1 of that contractual year.
- 17.9 Each teacher shall be paid on the basis of 26 equal payments to be made on alternate Fridays during the year commencing as soon after the school year begins as practicable. Coaching stipends shall be paid at the conclusion of the sports season (1st pays in October, December, March, and May). Salary adjustment for stipends for clubs that meet the entire school year will be made in October. All other club stipends shall be paid at the conclusion of the club activity (1st pays in October, December, March, and May). Bus duty and lunch duty stipends shall be paid in the second check of each month (for duty in the previous month).
- 17.10 Summer school salaries shall be \$34.94 per hour in 2015-2016. Compensation will increase annually by 1% for the remaining term of the Agreement.

Article 18

Supplemental Pay

- 18.1 If during the term of this Agreement the Board shall create any additional supplemental jobs, the rate of pay shall be determined by the Board and the Council; provided that said additional supplemental jobs shall not be obligatory but shall be with the consent of the teacher.
- 18.2 Rates of pay for supplemental activities for the term of this Agreement shall be as follows:

COMPENSATION

<u>ACTIVITY</u>	<u>2015-2016</u>
Team Leader	\$6,596.39 incl. 3 days in summer & monthly mtgs.
Cross Country	1,953.79
Softball	2,085.16
Girls' Basketball	3,057.88
Girls' Volleyball	4,678.05
Track	2,477.17
Boys' Basketball	4,678.05
Boys' Volleyball	3,057.88
Club Level A	2,573.09
Club Level B	1,287.59
Club Level C	643.27
Club Level D	322.15

Compensation will increase annually by 1% for the remaining term of the agreement.

The rate of pay for any additional activities shall be \$25.73 per hour in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement. The building principal shall determine the minimum and maximum number of hours for any such activities and shall set such other conditions and regulations as are appropriate to the nature of said activities. The Board shall not be obligated to conduct any activity or assign a teacher or any number of teachers to any position.

Collaborative meetings are essential to the work of education in a school year. Some meetings are part of the professional responsibility of a teacher and compensation for participation in such meetings is included in a teacher's base salary. Meetings of this nature include monthly faculty meetings, emergency faculty meetings, monthly building level department meetings or building grade level meetings, parent meetings beyond the school day of duration one hour or less, SWIC meetings, etc.

Teachers may be required to attend up to three staffings (before or after the normal work day, and of duration not to exceed one hour each) in a single school year as part of their regularly assigned duties. Compensation for time spent in excess of one hour or for more than three staffings shall be \$33.75 per hour in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement. Compensation will only be provided for time spent in staffings that do not occur within the hours of the normal work day.

Teachers who are members of standing committees at the building or district level will be compensated for their participation in such committees when they meet beyond the hours of the normal work day. Compensation is provided from the start of the meeting to the end of the meeting. Examples of committees for which teachers will be compensated are PBIS, School Improvement Committees, Technology Committees, district meetings and district committees.

18.3 The per diem rates of pay for lunchroom/playground duty (except recess) and bus duty shall be as listed below for the 2015-2016 school year:

<u>Duty</u>	<u>2015-2016</u>
Lunchroom	\$15.05
Bus (A.M.)	8.97
Bus (P.M.)	5.28
Bus (A.M./P.M.)	14.25

The per diem rates of pay will increase annually by 1% for the remaining term of the agreement. The Board shall have the right to determine how many teachers are needed for bus duty at each school. In the event that the Board decides to reduce bus duty personnel, reductions will be done in order of least senior person(s) on the seniority list for bus duty.

18.4 The rate of pay for regularly assigned extra classes taught on a permanent basis shall be \$8,777.46 in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.

Article 19

Non-Interruption of Work

19.1 Neither the Council nor any teacher will instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, boycott or concerted stoppage of work, or any other intentional interruption of the operation of the District.

Article 20

Fringe Benefits

- 20.1 The Board shall provide term life insurance in the amount of one (1) times the teacher's annual salary rounded to the next highest \$1,000.00.
- 20.2 The District shall pay tuition costs for tenured certified staff with a Bachelor's Degree and full certification to a maximum extent of \$1,389.75 per year in 2015-2016. Tuition reimbursement for tenured certified staff will increase annually by 1% for the remaining term of the agreement. The District shall pay tuition costs for non-tenured certified staff with two (2) years full time service in the District for graduate credit effective within 30 days of presentation to the Central Office of official transcript(s) or grade reports, an invoice from the college/university showing tuition costs, and a receipt showing payment. Tuition costs shall be reimbursed only for courses at colleges and universities approved by NCATE (for schools outside Illinois) or listed and identified as a recognized college or university in the DIRECTORY OF ILLINOIS SCHOOLS (for institutions in Illinois) and approved in writing and in advance within seven (7) days of receipt by the Superintendent. Tuition costs shall be reimbursed only for courses that are part of a degree or endorsement or license renewal. This section shall be prorated for part-time teachers.

20.3 Placement and Movement on Salary Schedule

- 20.31 Placement and movement on the salary schedule shall be based on the following criteria:
- a. All payroll adjustments shall be made by November except for the following:
 - Council dues/fair share (adjustments may be made any time upon 2 weeks' notice);
 - mid-year lane changes as specified in Article 17.8;
 - salary adjustments as specified in Article 17.9;
 - adjustments in group health coverage which may be made twice per year (see Article 20.5);
 - dental coverage (see Article 20.6).
 - b. Graduate work shall be credited at full credit in semester hours. Graduate credit may be given for travel when approved by the Board, provided that such travel is under the sponsorship of an accredited college, university or a recognized teacher organization and that the itinerary includes a sufficient number of organized and structured activities so that it can clearly be seen that the primary purpose of such travel is educational rather than recreational.

- c. Only the integer portion of the total hours will be counted. Undergraduate work if recommended by the Superintendent will be accredited at full credit per semester hours.
- d. In-service training workshops conducted by the Board or courses sponsored by other groups or agencies shall be equated to graduate credit hours. This does not include District staff development workshops. The basis for equating in-service training courses shall be to consider the hours of class time per workshop or course in relation to graduate work taken at the university level (1 semester hour of credit for each 13 hours of class attendance). Credit to be given in full semester hours.
- e. In order to receive tuition reimbursement for graduate work the Human Resources designee must give his/her written approval prior to registering for the course. Approval or denial by the Human Resources designee shall be given within one week of such request, provided said request is made to the Human Resources Office at least two weeks before classes are scheduled to start.
- f. Transcripts or grade reports must be submitted by October 1 for accreditation to the succeeding school year. Mid-year salary bracket changes are permitted in accordance with the provisions of Section 17.8 of this Agreement. In all cases, transcripts must be submitted within one month after the courses have been completed.
- g. For new teachers, acceptance of graduate work taken after the attainment of the Bachelor's Degree shall be within the discretion of the Board.
- h. Employees working half-time (at least 0.5 FTE) or more but less than full-time shall accumulate one full year's credit for their experience. Employees who are members of the bargaining unit and work less than half-time (less than 0.5 FTE) shall accumulate one-half year's credit for their experience. Placement on the salary schedule shall reflect accumulated experience rounded to the nearest whole number. In all cases where an employee works less than the full school year (due to unpaid leaves or cases of absence not covered by benefit days), the employee's originally assigned FTE shall be recomputed to reflect the actual amount of time the employee worked during the school year for the purpose of step placement. The provisions of this article are effective July 1, 2003 and may not be extended to step placements prior to this date.
- i. An employee earning a lane change will advance no more than one vertical step.

20.4 No tuition reimbursement or graduate work credit will be given where the teacher receives a grade lower than "B." Approval for graduate work will be given for

courses which the Human Resources designee finds useful or helpful in teaching in the District.

20.5 Medical Insurance

The Board shall provide a group plan of major medical insurance for its employees. The Board reserves the right to change the plan and select the carrier, provided that the coverages of any new plan must be substantially equal to those of the 2003-2004 plan. Changes in the plan can be implemented only after the following steps:

1. The Board must advise the OCE President of the proposed changes in the plan.
2. At the discretion of the OCE, a hearing may be requested with the Board.
3. The Board will decide if the proposed changes do substantially alter the coverages of the 2003-2004 plan.

Employees are responsible for the following costs:

Single	5%
Dependent	30%

District 135 married couples with children electing dependent medical coverage will pay 5% of the premium for the single coverage and 30% of the dependent premium for the 2015-2016 school year and thereafter.

Payment will be made by employees via bi-weekly payroll deductions.

In the event that any group health insurance plan causes or may cause any penalty or excise tax under the Affordable Care Act, the Insurance Committee will revise the plan to avoid such additional costs.

After approval of the Insurance Committee, the Board may at any time offer additional group health plans.

20.6 Dental Insurance

Certified employees classified as 0.5 FTE or more shall be entitled to dental insurance benefits under the district's selected dental group insurance plan according to the following terms and conditions:

For each employee who selects dental insurance, the Board shall contribute \$12.26 per month. The balance of monthly premiums shall be paid by the employee via bi-weekly payroll deductions. For subsequent years of this agreement, the Board of Education shall contribute an amount equal to the previous year's premium, plus the percentage increase in the annual renewal. At no time during the term of this agreement will the Board's contribution be less than \$12.26 per month.

Employees will have the opportunity to enroll in the plan at a designated date and once enrolled must remain in the plan for at least one year. The conditions of enrollment and the procedures therefore shall be in conformance with the insurance contract between the school district and the insurer. Employees who withdraw from the plan shall be ineligible to re-enter for a period of two (2) years from the date of withdrawal.

20.65 Vision Insurance

The Board shall provide for single and dependent vision insurance. The vision insurance will cover routine examinations, glasses, frames, and contact lenses. The Board reserves the right to change the plan and select the carrier, provided that the coverages of any new plan must be substantially equal to those of the 2003-2004 plan. Changes in the plan can be implemented only after the following steps:

1. The Board must advise the OCE President of the proposed changes in the plan.
2. At the discretion of the OCE, a hearing may be requested with the Board.
3. The Board will decide if the proposed changes do substantially alter the coverages of the 2003-2004 plan.

20.7 When a 1.0 FTE teaching assignment is shared between 2 teachers the Board shall not pay more than 1.0 FTE in fringe benefit costs. In no case shall the Board be responsible for providing more than 1.0 FTE benefits regardless of how many teachers fill the assignment.

20.8 A committee composed of the President of the Council, two (2) representatives chosen by the Council and representatives chosen by the Board (not to exceed 1/3 membership of the committee) may meet with/without the agent of the insurance carrier(s) to discuss the medical and dental plans. These meetings may be at the request of the Council or Administration. However, there shall be at least one meeting per year of the Insurance Committee.

Article 21

Termination

21.1 The Board agrees to participate in good faith negotiations with the duly designated representatives of the Council.

21.2 Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith.

21.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements on all matters being negotiated. The items will be

promptly reduced to writing and shall within 30 days thereafter be submitted to the membership of the Council for ratification and to the Board for official approval.

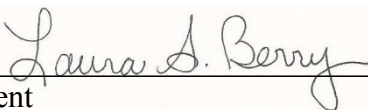
21.4 A mediation step with Federal Mediation and Conciliation Service (FMCS) supplying the mediator, by mutual agreement, may be used.

21.5 This Agreement shall be effective on the date of ratification and approval and shall remain in force and effect through the day before the start of the 2015-16 school term unless otherwise designated. It shall be renewed automatically from school year to school year thereafter unless either party shall notify the other, in writing, at least 60 days and not more than 90 days, before the termination date that it desires to modify, change, amend or terminate this Agreement.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board, the Council and the teachers.

This Agreement is ratified this 21st day of October, 2015 by the teachers and subsequently on the 26th of October, 2015 by the Board of Education.

**BOARD OF EDUCATION,
ORLAND SCHOOL DISTRICT 135**

By 
President

ORLAND COUNCIL OF EDUCATORS

By 
President

**APPENDIX A
Teachers Salary Schedule**

2015-2016

Step	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary	MA +45 Salary
1	42,801	44,942	47,187	49,547	52,026	0
2	43,912	46,107	48,414	50,832	53,375	0
3	45,052	47,303	49,669	52,151	54,761	0
4	46,221	48,533	50,958	53,507	56,181	0
5	47,420	49,790	52,281	54,896	57,641	0
6	48,653	51,081	53,637	56,320	59,136	0
7	49,913	52,407	55,031	57,779	60,671	0
8	51,208	53,769	56,458	59,281	62,244	0
9	52,536	55,164	57,921	60,819	63,859	0
10	53,902	56,594	59,424	62,397	65,515	68,794
11		58,063	60,969	64,017	67,218	70,578
12		59,572	62,549	65,679	68,962	72,410
13		61,119	64,172	67,383	70,751	74,289
14		62,705	65,840	69,130	72,587	76,217
15		64,333	67,548	70,925	74,471	78,194
16			69,300	72,765	76,405	80,224
17			71,099	74,653	78,387	82,306
18			72,945	76,591	80,420	84,441
19			74,838	78,578	82,508	86,634
20			76,779	80,617	84,649	88,883
21			78,773	82,710	86,846	91,189
22			80,815	84,857	89,100	93,555
23			82,914	87,060	91,411	95,983
24			85,066	89,317	93,783	98,474
25			87,274	91,635	96,219	101,030
26						0
32						0
33						105,521
34						
35						
Grandfathered		105,521				

2016-2017

Step	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary	MA +45 Salary
1	43,229	45,391	47,659	50,042	52,546	0
2	44,351	46,568	48,898	51,341	53,908	0
3	45,503	47,776	50,165	52,673	55,308	0
4	46,683	49,018	51,467	54,042	56,743	0
5	47,894	50,288	52,803	55,444	58,217	0
6	49,139	51,592	54,173	56,883	59,727	0
7	50,412	52,931	55,581	58,357	61,277	0
8	51,720	54,307	57,023	59,874	62,867	0
9	53,062	55,716	58,501	61,427	64,498	0
10	54,441	57,160	60,019	63,021	66,170	69,482
11		58,644	61,578	64,657	67,890	71,284
12		60,168	63,175	66,336	69,651	73,134
13		61,730	64,814	68,057	71,458	75,031
14		63,332	66,498	69,822	73,313	76,979
15		64,976	68,223	71,634	75,215	78,976
16			69,993	73,493	77,169	81,027
17			71,810	75,399	79,171	83,129
18			73,675	77,357	81,224	85,285
19			75,586	79,364	83,333	87,500
20			77,547	81,423	85,495	89,772
21			79,561	83,537	87,714	92,101
22			81,623	85,706	89,991	94,491
23			83,743	87,931	92,325	96,943
24			85,917	90,210	94,721	99,459
25			88,147	92,552	97,181	102,041
26						0
32						0
33						109,348
34						
Grandfathered		109,348				

2017-2018

Step	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary	MA +45 Salary
1	43,661	45,845	48,136	50,542	53,072	0
2	44,794	47,033	49,387	51,854	54,448	0
3	45,958	48,254	50,667	53,200	55,861	0
4	47,150	49,508	51,982	54,582	57,310	0
5	48,373	50,791	53,331	55,999	58,799	0
6	49,631	52,108	54,715	57,452	60,324	0
7	50,916	53,460	56,137	58,940	61,890	0
8	52,237	54,850	57,593	60,472	63,495	0
9	53,592	56,273	59,086	62,042	65,143	0
10	54,985	57,732	60,619	63,651	66,831	70,177
11		59,230	62,194	65,304	68,569	71,996
12		60,770	63,807	66,999	70,348	73,865
13		62,347	65,462	68,738	72,173	75,782
14		63,965	67,163	70,520	74,046	77,749
15		65,626	68,906	72,351	75,968	79,766
16			70,693	74,228	77,941	81,837
17			72,528	76,153	79,963	83,960
18			74,411	78,131	82,037	86,138
19			76,342	80,157	84,167	88,375
20			78,322	82,238	86,350	90,670
21			80,356	84,372	88,591	93,022
22			82,439	86,563	90,890	95,436
23			84,581	88,810	93,249	97,913
24			86,776	91,113	95,668	100,453
25			89,028	93,477	98,153	103,061
26						0
33						113,313
34						0
35						
Grandfathered		113,313				

2018-2019

Step	BA Salary	BA +15 Salary	MA Salary	MA +15 Salary	MA +30 Salary	MA +45 Salary
1	44,098	46,304	48,617	51,048	53,603	0
2	45,242	47,504	49,881	52,373	54,992	0
3	46,417	48,737	51,174	53,732	56,420	0
4	47,621	50,003	52,502	55,128	57,883	0
5	48,856	51,299	53,865	56,559	59,387	0
6	50,127	52,629	55,262	58,026	60,927	0
7	51,426	53,995	56,698	59,530	62,509	0
8	52,760	55,399	58,169	61,077	64,130	0
9	54,128	56,836	59,677	62,662	65,794	0
10	55,535	58,309	61,225	64,287	67,500	70,879
11		59,823	62,816	65,957	69,254	72,716
12		61,377	64,445	67,669	71,051	74,604
13		62,971	66,117	69,425	72,895	76,540
14		64,605	67,835	71,225	74,787	78,526
15		66,282	69,595	73,074	76,727	80,564
16			71,400	74,970	78,720	82,655
17			73,253	76,915	80,762	84,800
18			75,156	78,912	82,857	87,000
19			77,106	80,959	85,008	89,259
20			79,106	83,060	87,214	91,576
21			81,160	85,216	89,477	93,952
22			83,264	87,428	91,799	96,390
23			85,426	89,698	94,181	98,892
24			87,644	92,024	96,625	101,458
25			89,919	94,412	99,134	104,092
26						0
33						117,422
34						0
35						
Grandfathered		117,422				

SALARY SCHEDULE INFORMATION

Salaries of part-time personnel covered under this Agreement will be prorated on the basis of FTE status.

In accordance with IRS and TRS regulations, the Board of Education will shelter for IRS purposes the maximum amount of TRS contributions allowed.

Any teacher eligible for placement on the BA+30 lane or beyond as of September 6, 1977 will continue to advance horizontally pursuant to the 1976-77 lane headings.

Social Workers (MSW) and School Psychologists shall be given initial placement based on receiving credit in the MA+15 lane for their masters program.

Physical Therapists and Occupational Therapists shall receive an additional stipend of \$3,731.03 in 2015-2016. Compensation will increase annually by 1% for the remaining term of the agreement.

On the Regular Teachers' Salary Schedule, longevity pay is \$1,500 after Step 25 for years 1-4. On year 5 and after, the longevity stipend is \$2,000. The longevity stipend is incorporated into the Grandfathered Teachers' Salary Schedule.