

Contract Agreement between

**Board of Education LaGrange
School District 105**

and

**Cook County Teachers' Association District
105**

2024 - 2028

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Article I: Recognition

Section 1.1. -Recognition

The Board of Education of District 105, Cook County, LaGrange, Illinois, hereinafter referred to as the "Board," recognize the Cook County Teachers' Association-- District 105, an affiliate of the Illinois Education Association and National Education Association, hereinafter referred to as the "Association," as the sole negotiating agent for all full-time and part time regularly employed certificated classroom teachers, including guidance counselors, librarians, social workers, art, music, physical education, special education, and nurses.

Section 1.2 -Negotiations

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. However, negotiations for a successor Agreement may commence prior to the termination of this Agreement if a new representative is determined in accordance with the Illinois Educational Labor Relations Act.

Article II: Principles

Section 2.1 -Obtaining Objectives

Conditions of employment of the District require mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

Section 2.2 -Professional Teaching Personnel

It is recognized that teaching is a profession requiring specialized educational qualifications and the success of the educational program in the District depends, in part, upon the maximum utilization of abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. It is further recognized that teachers have the right to join, or not to join, any organization for their professional or economic improvement.

Section 2.3 -Board of Education

It is recognized that the legal responsibility for education is vested in the local Board of Education, and this responsibility of final decision-making cannot be delegated. Therefore, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and of the United States, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement.

Article III: Contract Negotiations

Section 3.1 -Commencement of Negotiations

Negotiations shall begin no later than March 1 of the last year of this Agreement, unless both parties agree to an alternate date. Negotiations shall be conducted in accordance with the Illinois Educational Labor Relations Act and its Rules and Regulations.

Section 3.2 -Information

The Association shall receive, upon written request, information and reports which are prepared for public distribution as well as current budget, annual audit, annual financial report for publication, scattergram showing classroom teachers' years of experience and educational levels on the salary schedule, and such other readily available and pertinent information as the Association may request and is approved by the Superintendent. Nothing herein shall require the central administrative staff to research and assemble information for the Association.

Section 3.3 -Scope

The Board and the Association agree that it is their mutual responsibility to meet at reasonable times and to negotiate in good faith in accordance with the Illinois Educational Labor Relations Act. Good faith, however, does not compel the parties to reach said agreement.

Section 3.4 -Agreement

Upon mutual conclusion of negotiations, all initialed agreements shall be assembled into a single package and shall be submitted to the membership of the Association for ratification by a majority of those voting and to the Board for ratification.

Section 3.5 -Appeal

In the event that agreement cannot be reached on all issues within 45 days of the scheduled start of the forthcoming school year, either party may declare that an impasse exists in accordance with the Illinois Educational Labor Relations Act. It is agreed that the parties will jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should the FMCS be unavailable, the parties shall meet within five (5) days to commence discussions as to a replacement. If the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

Section 3.6 -Sharing Expenses

Any mutually agreed upon costs and expenses incurred in implementing or resulting from negotiating this Agreement shall be shared fifty percent (50%) by the Association and fifty percent (50%) by the Board.

Article IV: Communications

Section 4.1 -Board Packet

The Association President/Vice President shall receive a modified Board packet including the agenda, open session minutes from the previous meeting and other non-confidential materials as determined by the Superintendent.

Section 4.2 -Joint Meeting

On a mutually agreed upon basis, a minimum of two meetings, one in October and one in February, will be held with representatives of the Association and the Administration. They shall meet to

discuss matters of mutual interest. It is expressly agreed and understood that these meetings do not constitute bargaining.

Article V: Grievance Procedure

Section 5.1 -Attaining Objectives

- A. A grievance shall be any claim by the Association or a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limit shall consist of all weekends in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean days when the central office is open for business.
- C. Upon selection and the certification of the grievance representative by the Association, the Board shall recognize such representatives in each building. At least one other person may, at the request of the aggrieved teacher, be present at any meeting, hearing, appeal or other proceedings related to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with his/hers/their supervisor or having the problem adjusted without intervention of the Association.

Section 5.2 -Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his/hers/their immediately involved supervisor to first resolve problems through free and informal communications. When requested by the teacher, the building representative may accompany the teacher to assist in the informal resolution of the problem. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

- A. The grievant (Association or individual teacher) shall present the grievance in writing to the principal or supervisor, stating the article(s) and section(s) of the Agreement alleged to be violated and requested remedy, along with the employee's signature, on a form supplied by the Administration, no later than twenty (20) school days after the occurrence of the alleged claim. The principal or supervisor will arrange for a meeting to take place within ten (10) school days after receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests shall be present at the meeting. The principal or supervisor will then, within ten (10) school days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.
- B. If the grievant (Association or individual teacher) is not satisfied with the disposition of the grievance at Step A (1), the grievant may then refer the grievance to the Superintendent within ten (10) school days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present in Step A (1) within ten (10) school days. Each party to the grievance shall have the right to include in its representation a counselor if so desired. Each party may present witnesses not to

exceed ten (10) witnesses per party to develop the facts pertaining to the grievance. Upon conclusion of the hearing on the grievance, the Superintendent shall have ten (10) school days in which to provide his/hers/their written decision to the aggrieved party.

- C. If the grievant (Association or individual teacher) is not satisfied with the disposition of the grievance at Step B (2), the grievant may then refer the grievance to the Board within ten (10) school days thereafter. The President of the Board shall then arrange for a meeting with the same parties being present in Step B (2) or for the purpose of reviewing written briefs prepared by the parties within ten (10) school days. The meeting (hearing) will be conducted by a quorum of the Board. Upon conclusion of the hearing on the grievance, the Board shall have ten (10) school days in which to provide their written decision to the aggrieved party.
- D. If the Association is not satisfied with the disposition of the grievance at Step C (3) there shall be available a fourth step of binding arbitration. The grievant may submit, in writing, a request to the Superintendent within ten (10) school days from receipt of the Step C (3) answer. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association.
 - 1) Neither the Board, nor the aggrieved, nor the Association shall be permitted to insert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
 - 2) Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association.
 - 3) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and Association. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and Association.
 - 4) Either party may make public the findings of the recommendations of the arbitrator.
 - 5) The arbitrator's decision shall be presented in writing to the grievant and Superintendent, with copies to the Association and the Board. The arbitrator's decision must be based solely and only upon his/hers/their interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall have no power to alter, amend, nullify, or add to the terms of the Agreement.

Section 5.3 -Bypass of Step A

If the aggrieved party (Association or individual teacher) and the Superintendent agree, Step A (1) of the grievance procedure may be bypassed and the grievance brought directly to Step B (2).

Section 5.4 -Class Grievance

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the aggrieved teachers

at Step B (2).

Section 5.5 -Association Participation

If requested by the teacher, the Board acknowledges the right of the Association to have its Grievance Representative present to state its views at all formal stages of the grievance procedure, and no teacher shall be required to discuss any grievance if the Association Grievance Representative is not present as requested.

Section 5.6 -Filing of Materials

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 5.7 -Grievance Withdrawn

A grievance may be withdrawn at any level without establishing precedent. Failure of any grievant to act on a grievance within the prescribed time limits will act as a ban to any further appeal and the Administration's failure to give a written decision within the prescribed time limits shall permit the grievant to move to the next step.

Section 5.8 -No Reprisals

No reprisals of any kind shall be taken by the Board, the Administration, or the Association against any teacher because of his/hers/their/their participation, or lack of participation, in this grievance procedure.

Section 5.9 -Extension of Time Limits

An extension of time limits may be granted if both parties mutually agree to such an extension.

Section 5.10 -Extensions of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure.

Article VI: Reduction in Personnel

Section 6.1 -Reduction in Personnel-Procedure

Before the School Board makes any reduction in tenured personnel, it will be communicated to the President of the District 105 Teachers' Association in writing.

Section 6.2 - Seniority shall be defined as follows

Seniority begins on the first day of actual service to the District. When two or more people are hired by the Board on the same date, the person who has first obtained a master's degree shall be deemed as having the most seniority. If neither teacher has attained a master's degree, the tiebreaker shall be years of prior service. The final tiebreaker shall be determined by lot.

Article VII: Personnel File

Section 7.1 -Official File

Only one official file will be kept for every teacher. This will be kept in the District Personnel Office.

Section 7.2 -Right of Examination

Every teacher will have the right to examine any material in his/hers/their personnel file during regular office hours, except confidential material such as recommendations by colleges, universities, and previous employers.

Section 7.3 -Teacher Rights Regarding Personnel File

Every teacher will have the right to:

- Add material pertaining to matters relevant to teacher's service or qualifications.
- Request a periodic written evaluation for updating credentials in placement files.
- Comment on any material reflecting adversely upon their conduct, service or character, originated by an administrator, supervisor, teacher or parent that may be placed in their personnel file after being notified of the decision to place said material in the file. The teacher shall have the opportunity to answer in writing within twenty (20) working days and his/hers/their answer (response) shall be attached to the file copy.
- Every teacher shall receive a copy of all new materials that are placed in his/hers/their personnel file effective July 1, 1991.

Article VIII: Conditions of Employment

Section 8.1 -Teachers' Work Year and Workday

The teachers work year shall consist of 182 workdays which includes student attendance days and Professional Days. The student attendance days shall not be increased beyond 176 days. The teachers' workday shall consist of 7.25 hours including a duty-free lunch period equal to that of a student. Teachers may leave after students have been safely dismissed from their school buildings on Fridays and days before school holidays.

The Board and the Association agree that the professional responsibilities may extend beyond the teacher workday. Those professional responsibilities may include parent/legal guardian conferences, curriculum meetings, open houses, and other professional responsibilities.

Full-day Professional Learning Days will be from 8:00 a.m. until 3:15 p.m. with a forty (40) minute duty-free lunch.

A. Gurrie School Day.

The Board will pay for four supervisors at the extra duty rate of pay for the supervision of students for fifteen minutes before and fifteen minutes after the student school day. In the event PE teachers are assigned to locker room supervision during their plan time, they shall be paid at the extra duty rate of pay for that time. Gurrie teachers shall not be assigned unpaid morning and afternoon supervision. This shall remain in effect as long as the current configuration of the student day and teacher day shall remain in effect.

B. Early Dismissal Day

The District will provide an early student dismissal for the purpose of teacher professional time. Every effort will be made to provide an agenda prior to all meetings within a timely manner.

Section 8.2 -Professional Learning Committee

Teachers will be represented on the Professional Learning Committee that will meet at least twice a year to discuss professional learning days/early dismissal professional development and its integration of the Strategic Plan. The purpose of this committee is to offer input about and review feedback of the professional development opportunities. The committee will also work with administration to ensure that Professional Learning Days meet the ISBE requirements towards licensure. In addition, the Association will be responsible for selecting the teacher representatives. The committee will ensure that a minimum of 11 hours of early dismissal will be self-directed.

Section 8.3 -School Day Committee

A joint committee composed of Association members from each school and Administration/School Board representatives shall be in place. This School Day Committee will convene at least once a year to discuss the calendar, conferences, and review feedback from staff on both. In addition, they will review the schedule of the early dismissal times and days for practicality of the schedule as well as to minimize overlap of specialist obligations. The committee will make recommendations to the School Board before the school calendar is adopted. The Association will be responsible for selecting the teacher representatives.

Section 8.4 -Lunchroom Supervision

No teacher shall be required to supervise a lunchroom except in cases of emergency. Certified teachers who volunteer to supervise in the lunchroom will be paid at extra duty rate of pay for the percentage of an hour served.

Section 8.5 -Dismissal Time Before a Legal Holiday

Teachers may leave at student dismissal time on the day before a legal school holiday after their students have cleared the building.

Section 8.6 -Written Parental Complaints

When a principal deems a written parent/legal guardian complaint frivolous or pointless, then no action (i.e., no conferences, no information placed in personnel file) shall be taken.

When a principal deems a written parent/legal guardian complaint is serious enough to warrant investigation, then the principal shall inform the teacher and shall schedule a conference with the teacher to review the merits of the complaint. The principal retains the right to investigate the complaint without the teacher being present. Whenever possible a teacher will be notified orally prior to the investigation.

If the principal determines that the written parent/legal guardian complaint is significant enough to seek resolution between the parent/legal guardian and teacher, then the principal will schedule an informal conference with both parties present. The principal and the teacher may agree to invite other individuals who may be helpful in resolving the situation resulting in the written complaint.

If the principal determines that the complaint is serious enough to warrant possible disciplinary action, then the principal shall inform the teacher in writing prior to a formal conference.

In the event the teacher is not satisfied with the results of the conference, then he/she may request a conference with the Superintendent. The Superintendent may invite the principal, and

the teacher may invite a representative. The Superintendent's final decision shall be placed in the teacher's personnel file. The teacher shall have the right to attach a written rebuttal to the final decision.

Section 8.7 -Procedures Covering Discipline

No teacher shall be officially reprimanded in writing, suspended, or discharged without sufficient justification.

The specific rationale forming the basis for such action will be made known to the teacher in writing.

Section 8.8 -Extra-Curricular and Co-Curricular Assignments

- A. Extra duty salary shall be paid as follows:
 - a. 2024-2025 School Year: \$40 per hour
 - b. 2025-2026 School Year: \$41 per hour
 - c. 2026-2027 School Year: \$42 per hour
 - d. 2026-2027 School Year: \$43 per hour
- B. Extra-Curricular and Co-Curricular positions beyond the regular school day will be first opened to qualified volunteers from the certified staff members in the District. The applications shall be directed to the individual identified in the posting. All vacancies or new positions will be made available and sent to all staff when available for (1) week prior to beginning the selection process. If a qualified volunteer cannot be located within the district certified staff, then the final decision as to selecting and assigning staff members to such positions shall remain with the Administration. The Administration will publish a list of positions that exist throughout the district annually. The list will include district positions and positions which are specific to individual buildings. The list will be updated periodically and will be posted to the district webpage and in each school.
- C. Qualified teachers shall be given the opportunity to apply before positions are offered to non-teachers. If no qualified bargaining unit members apply, the Board may fill positions using qualified individuals who are not teachers or employees of the District.
- D. District-initiated committee work that occurs outside of the teacher workday which extends beyond two hours of cumulative meeting time per committee will be compensated at the extra-duty rate.

Section 8.9 -Professional Growth Requirement

Teachers not holding a Masters Degree shall be required to take six (6) graduate credit hours every five (5) years. The regulations governing such graduate courses are contained in 13.5 of the Agreement. Teachers not fulfilling this requirement shall not receive salary increases until the requirement is met and an official transcript is on file in the District Office.

Once the requirement is met, salary increases shall be made on a prospective basis. Salary increases include both base increases and lane changes.

Section 8.10 -Evaluations

A. Evaluations Requirements

All evaluations shall be evidence based. Evaluations shall be conducted in accordance with the procedures and timelines set forth by the D105 Joint PERA/Professional Practice Committee as well applicable sections of the Illinois School Code and/or Illinois Administrative Code.

B. Orientation

All teachers will receive an orientation on the teacher evaluation plan including the procedures and the student growth component of the teacher appraisal as required by Illinois School Code and/or Illinois Administrative Code at the beginning of each school year.

C. Professional Evaluation Committee

The D105 Joint PERA/Professional Practice Committee will follow the guidelines of the Illinois School Code and/or Illinois Administrative Code.

The D105 Joint PERA/Professional Practice Committee will develop and implement an appeals process for "unsatisfactory" ratings under ILCS Section 24A-5.5 that includes, but is not limited to, an assessment of the original rating by a panel of qualified evaluators agreed to by the joint committee referred to in subsection (b) of Section 24A-4 that has the power to revoke the "unsatisfactory" rating it deems to be erroneous. The joint committee shall determine the criteria for successful appeals. If the Committee overturns an unsatisfactory evaluation there will be a needs improvement rating in place of the unsatisfactory rating.

Section 8.11-Planning Time

A. The Administration will ensure that all certified staff have appropriate and consistent planning time.

- i. Employees will receive planning time as follows: Full-time PreK- 6 teachers: minimum plan time will include 30 consecutive minutes of individual plan time daily. In addition, there will be a total of 90 minutes collaborative plan time weekly. These times are built into the actual student school day times.
- ii. Middle School teachers will include one period for individual plan time daily and one for collaborative plan time daily.
- iii. All efforts will be made for specialists to participate in grade level collaboration as scheduled during the student school day.

B. Times may be shorter on early release days or shortened attendance weeks.

Section 8.12 -Student Support

Teachers will receive the appropriate communication, resources, and support to provide for students with varying needs in the least restrictive environment.

Section 8.13 -Flexible Scheduling

Based on programmatic needs and concerns, the Board of Education may change the workday of individual teachers so long as the length of day does not exceed that of the contract day.

Section 8.14 -New Hires

The Board has the sole discretion to make initial placements for salary. The Association President shall receive a copy of these placements at the beginning of the school year or after an employee has been hired.

Section 8.15 -Mentoring for New Teachers

- A. All newly hired teachers shall be required to participate in a mentoring process during the first two years of employment as teachers. The mentoring process may require time to be spent outside of the contract day. The mentoring program will be differentiated for beginning and veteran teachers as needed.
- B. A teacher hired with more than three years experience is considered a veteran teacher. The mentoring program shall be one year for these teachers. The second year of the program will be completed by veteran teachers if requested by the evaluator, mentor, or teacher.
- C. A Mentoring Committee, composed of Administration and Certified staff, will assign and train mentors from the application pool in accordance with the standards in the Illinois State Code and/or Illinois Administrative Code. Application to become a mentor will be open to all current and retired District 105 teachers, but nothing will preclude the selection of a mentor outside School District 105. Mentors, proteges, and program administrators will have input into the agenda for mentor meetings.
- D. An annual stipend will be paid to each mentor for his or her participation, at the following rate:
 - \$1,200 for first year mentors
 - \$600 for second year mentors
- E. All teachers hired will, in addition to the regular school year, be required to participate in the following training:
 - First year teachers shall be required to participate in three days of additional training.
 - At least one of the days will be in the week immediately preceding the beginning of the student year.
 - The other two days may be scheduled in the summer or may be scheduled during the school year.

Section 8.16 -Early Dismissal Days

- A. All elementary staff will end their day no later than 3:55 p.m. on all early dismissal days.
- B. Gurrie Middle School staff will end their day no later than 3:55 p.m. on 25% of the total early dismissal days, and no later than 3:35pm on the remaining 75% of early dismissal dates.
- C. The School Day Committee will meet during the school year to review the success of these two items and if necessary, make any recommendations for changes to the School Board.

Section 8.17 -Internal Substitution

Volunteers will be sought to cover internal substitution needs. If no volunteers can be found, an administrator will assign a teacher to an internal substitution need. Teachers will be paid extra duty pay as a percentage of the hour.

Article IX: Summer School Employment

Section 9.1 -Opportunity for Summer School Positions

Certified staff members of the School District shall have the opportunity to accept teaching positions in any summer school program of the District before the recruiting of non-staff members is entered into. The exception shall be when no staff member is qualified to provide a special skill or talent needed in the summer school. Summer school teachers will be paid at the extra duty rate of pay. Summer school pay will include 30 mins of planning per day. Qualified members of the teaching staff who have earned a Leadership Endorsement or Administrative Certificate will be interviewed for the Summer School Administrator position when it becomes available.

Article X: Assignments and Transfers

Section 10.1 -Assignments

- A. Teachers shall be notified in writing of their tentative assignments (school, grade and subject areas in the Middle School) at least thirty (30) days prior to the designated closing of the school year. If conditions change after this notification and the Superintendent decides a change of grade or school assignment is necessary, the teacher shall be notified in writing immediately after that decision.
- B. Upon written request by the teacher, the Superintendent or his/hers/their representative and the teacher affected, along with the appropriate building principal, shall schedule a conference to discuss the new assignment. In the event the affected teacher requests a representative from the Association to attend the conference, such request shall be approved.
- C. If a part-time position is initiated by the District or by the Superintendent, and a full-time tenured teacher agrees to accept the position, the tenured teacher moving to part-time status shall retain his/hers/their tenure and seniority rights upon assuming the position. The seniority shall accrue on a pro rata basis.
- D. It is understood between the parties that all such part-time positions are reviewed annually, with the Board retaining its right to continue or discontinue a part-time position. When teachers move into part-time status they retain the same responsibilities as full-time teachers regarding attendance at building meetings, staffings and District events.

Section 10.2 -Vacancies and Voluntary Transfers

- A. Prior to the end of each school year the Superintendent's Office will post through email in each building all known full-time vacancies for the forthcoming school year. This list will be updated whenever necessary as determined by the Superintendent's Office. The posting through email of any vacancies shall not obligate the Board to fill any of the positions. District teachers who wish to transfer from their current assignment to this new posted assignment shall apply in writing/email to the administrator identified in the posting document.
- B. Teachers who wish to transfer to a different assignment, within their school, shall notify their administrator in writing/email. Teachers who wish to transfer to a different assignment in another school shall also notify the Superintendent in writing/email.

- C. It is the responsibility of the teacher to withdraw his or her request in writing if he or she does not wish to be considered beyond a certain time.

Section 10.3 -Involuntary Transfers/Reassignment

An involuntary transfer is a transfer from a teacher's current position to another position in the District which the teacher has not requested but which is initiated by the administration.

It is agreed that the Administration may initiate transfers, with affected teachers receiving notification. No public announcement of the transfer shall be made until after the teacher has been notified. The affected teachers will have an opportunity to present their views of the proposed transfer. During vacation periods, the administration shall attempt to contact the affected teacher(s) by phone (cell and home), email and text to give the teacher(s) an opportunity to present their views on the proposed transfers. Teachers who may be unavailable at that number are responsible for providing an alternate number to the Administration.

Article XI: Professional Meetings

Segment 11.1 -Attendance and Expenses

Teachers shall be reimbursed for reasonable expenses for attendance at professional meetings that the Superintendent determines will be valuable to the teacher and the District. Reimbursement shall be subject to the following conditions:

- A. A Submission and approval of the prior approval form that has detailed and itemized anticipated expenses.
- B. Submission of supporting receipts for each claimed expense as reflected on the approval form.

Section 11.2 -Approval Procedure

Prior approval and an expense estimate shall be required on a form provided by the District. Attendance (during school time) of officers or representatives of the Association at IEA/NEA meetings will be granted by the Superintendent upon condition of:

- Submission of prior approval form.
- Not more than five (5) total days of absence per year by one (1) or more teachers.
- The payment of all meeting, travel and substitute teacher expenses are paid by the Association.

Section 11.3 -Clarification on Membership Payment

The District shall not pay for a teacher's membership in an organization except those where the school system would appear, in the opinion of the Superintendent, to profit from such membership. With prior approval of the Superintendent or his/her designee, each teacher shall be reimbursed up to \$250 per year for the fees and/or dues associated with membership in one professional organization.

Section 11.4 -National Board Certification

Faculty members, attaining National Board certification will receive an \$8,000 lump sum payment in their first December paycheck of the year following the attainment.

Faculty members who recertify their National Board certification will receive a one- time lump sum of \$4,000.

Payments will be received in teacher's first December paycheck of the year following the attainment. Teachers may choose to receive their bonus in two academic years. This bonus is a one-time payment and shall not be added to the base pay of the teacher.

In no event shall a faculty member receive more than a total of \$12,000 for any type of National Board certification (including recertification).

If a National Board Certified Teacher is hired by the district, he/she/they will receive one-half of the bonus (\$4,000) in December of their third year of full time employment in District 105.

If a related service provider (such a speech-language pathologist, school psychologist, or social worker) attains National Board Certification in their respective discipline, these members are entitled to the same payment as a National Board Certified Teacher.

Article XII: Leaves

Section 12.1 -Sick Leave

All teachers shall be granted sick leave credit with full pay on the following basis:

- 1st thru the 20th year of actual service in the district: 14 days per year
- 21st year and beyond of actual service in the district: 21 days per year
- Unused sick day accumulation shall be capped at 375 days.

Section 12.2 -Personal Leave Days

- A. The Board shall grant to full-time regularly certificated classroom teachers three (3) personal leave days per year at full pay for personal business or emergencies, which cannot be solved on a non--school day. Prior notice shall be given the individual's immediate supervisor.
- B. Except in an emergency, a request shall be submitted to the supervisor five (5) days in advance.
- C. This leave is not cumulative. However, unused personal leave days shall be transferred to a teacher's cumulative sick leave.
- D. Personal leave days may not be used before, after or on a Professional Learning Day. In the event of compelling circumstances, the Superintendent may, at his/her/their discretion, grant the use of personal days.
- E. If the teacher has used three (3) personal days when an extreme need arises, upon approval of the Superintendent, an emergency day shall be deducted from the teacher's accumulated sick leave.

Section 12.3 – Absence Before and After a Holiday and Recess

- A. Any teacher absent on a working day immediately preceding a holiday or recess or the first working day immediately after a holiday or recess shall not be paid for those days. Except that absence with pay on these days shall be allowed for illness or for death in the immediate family of a teacher, provided a certificate provided by the school district is signed by the teacher stating the exact reason for the absence. A further exception may be granted at the discretion of the Superintendent when there are extreme or extenuating circumstances.

Section 12.4 -Bereavement Leave

Teachers shall be granted up to three (3) days at any one time to be used as Bereavement Leave. Such leave shall be granted at no reduction in salary and with no reduction from sick leave.

Pursuant to the Illinois Family Bereavement Leave Act, teachers are allowed up to ten (10) work days of unpaid bereavement leave when there has been a death in the immediate family as defined by the Act. Pursuant to the terms of this contract, three (3) of the allowed ten days will be paid by the Board of Education. Teachers may, at their discretion, substitute accumulated sick leave days for the remaining seven (7) days of allowed bereavement time. The three days of paid bereavement leave provided for in this section shall not be limited to immediate family as defined by the Act.

Section 12.5 -Visitation Day

- A. The Board of Education agrees to allow each teacher one (1) visiting day without loss of pay each school year for the purpose of professional growth to another school and/or district. The Teachers' Association agrees that prior approval shall be obtained from the supervisor and shared with the superintendent and that the use of the day shall promise some enrichment professionally for the teacher.
- B. The day shall not be cumulative if not used.
- C. Each teacher utilizing a visitation day shall provide a written report to the superintendent and be available to provide expert assistance in the form of committee work, presentations and resource availability as a result of the knowledge gained.

Section 12.6 -Jury Duty

Any remuneration received by a teacher serving on jury or witness duty shall be retained by the teacher to cover mileage and meal expense, and no expense claim shall be filed with the District.

Section 12.7 -Sabbatical Leave

Teachers may be granted sabbatical leave for study or travel according to the Illinois School Code.

Section 12.8 -Unpaid Leave

Tenured teachers may apply to the School Board for unpaid leave subject to the following:

- A. The request shall be in writing and specify the basis for the request and the length of the desired leave.
- B. The decision to grant the leave shall be at the sole discretion of the School Board and shall not be subject to the grievance procedure.
- C. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowable. Teachers on leave may participate in available District insurance programs, but at their own expense, if permitted by the insurance carrier.
- D. Upon returning to the employ of the District, the teacher will receive an available assignment suitable to his/hers/their professional preparation and certification. Placement in the previous assignment is not guaranteed. Upon returning, the approved leave shall be without loss of tenure and accumulated sick leave. Additional sick leave and seniority will not accrue during the leave.

Section 12.9 -FMLA

- A. Eligible teachers will be provided up to 60 work days attendance days of leave in a one-year period from July 1 to June 30.

- B. Teachers eligible for FMLA, upon the date of the event that triggers the eligibility, shall notify the Superintendent of whether he/she/they will use unpaid FMLA leave or paid sick leave for the 60 days of leave. The leave shall begin on the date of the triggering event. In the event the teachers opts to use paid sick leave during the initial 60 days of leave, that time will be considered as FMLA leave and the teacher shall not be entitled to use an additional 60 days of teacher attendance days of unpaid leave pursuant to FMLA.

Section 12.10 -Advancement

Any teacher who has been employed 120 or more days during the school year shall be entitled to the salary increase as he/she would have had if the leave had not been granted.

Section 12.11 -Sick Leave Bank

- A. The Board and the Association agree to establish a Sick Leave Bank on a voluntary basis.
- B. The intent of this plan is to provide extended sick leave to those who incur an extended period of illness or disability. The Bank shall be used only for personal illness or disability of the participant or for the serious illness, disability, or death of an immediate family member as defined in 105 ILCS 5/24-6.
- C. As of the 2020-2021, a teacher may enroll in the Bank by signing and submitting an authorization form agreeing to contribute one (1) day of his/her/their sick leave to the Bank at the beginning of the school year and then another day the following school year (2 days total). A teacher thereby becomes a "participant." When the sick bank has been depleted to less than 200 days, the Association may request additional donations from the "participants."
- D. A teacher who is a current "participant" and who has an extended illness or disability which requires a prolonged absence from work shall be able to utilize days from the Bank after his/her/their own accrued sick leave days have been depleted for each such disability or illness.
- E. To request days from the sick bank, a teacher must write a letter formally requesting days and include a doctor's note to the Association. The Association committee will meet, review the request and share their decision within 5 workdays. Their decision is final.
- F. The maximum number of days allowed for any teacher shall be sixty (60) days within a school calendar year with a lifetime maximum of 120 days.
- G. A committee appointed by the Association shall implement and administer the Bank and make all decisions regarding requests for sick leave days. The Committee, upon emergency, may request that contributing members donate an additional day to the Sick Leave Bank if its reserves become depleted.
- H. The administration shall assist only with the record keeping and shall meet with the Association once a year to compare records.
- I. Participants withdrawing from the Bank or the bargaining may only withdraw days for purposes of retirement enhancement, and may only withdraw the number of days that they, individually, have contributed, minus any days that they have used.

- J. Teachers utilizing sick days from the Bank will not be required to replace them.
- K. The Association shall hold harmless, defend and indemnify the Board for any claims arising from the Bank. The defense provided by the Association may be conducted by an attorney of the Board's choosing.
- L. The sick leave bank is not subject to the grievance procedure.

Article XIII: Benefits

Section 13.1 - Medical Insurance:

- A. The Board contribution for single coverage shall be set at 90% for PPO, for HMO Illinois and for HMO Blue.
- B. The Board contribution for family coverage shall be set at 80% for PPO, for HMO Illinois and for HMO Blue.
- C. The Board offers a Health Savings Account (HSA) Qualified Plan as a health insurance option. If an employee enrolls in the HSA, the Board will contribute the amount paid equal to those electing single coverage and those electing the family coverage.
- D. The Board shall request the insurance carrier to provide a yearly seminar for employees to provide education for insurance options.
- E. In the event that the insurance provider shall be terminated during the duration of this Agreement, the Board agrees to provide a major medical insurance plan that is selected by the Board.
- F. During the first ten (10) days of the school year, or within ten (10) days after employment, each teacher shall establish his/hers/their insurance program or state non-participation on an appropriate form provided by the Business Office.
- G. If the District requires a teacher to submit to a physical examination, then the cost of the required physical will be paid by the District. The District may specify a physician and/or medical facility.
- H. The parties will develop and implement a salary reduction plan pursuant to Section 125 of the Internal Revenue Code. The Board will be responsible for the costs of the establishment of the plan and the individual members shall be responsible for the administrative costs.

Section 13.2 -Insurance Committee

The parties shall create an insurance committee to explore ways to contain the cost of insurance. The committee shall be composed of two individuals appointed by the Association and two members appointed by the Administration. The committee shall make recommendations to the Board for cost containment measures each year no later than January 1. The Board may accept and implement the recommendations in whole or in part without reopening the contract.

Section 13.3 -Life Insurance

Term life insurance for each full-time teacher covered by this Agreement shall amount to \$60,000.

Section 13.4 -Dental - Family Plan

- A. The Board will pay 80% of the cost of individual coverage or \$300 per year, whichever is less, toward the costs of dental insurance for single coverage and 80% or \$500 per year, whichever is less, for family coverage. The family coverage on Dental is contingent upon obtaining a minimal participation as determined by the Plan.
- B. A separate orthodontic benefit will be made available to full-time teachers covered by this Agreement. The availability of this benefit is contingent upon obtaining a family participation as determined by the Plan. The Board retains the right to select the Plan. If the minimum participation requirements are maintained on an annual basis, the Board

shall provide up to \$8.00 per year toward single coverage, with the affected teachers being responsible for paying the monthly family premium.

Section 13.5 -Tuition Reimbursement

- A. Tuition for pre-approved college level graduate courses will be reimbursed by the Board of Education up to \$2,800 per year per teacher for tuition reimbursement as long as funds are available in the annual budget of money.
- B. The annual budget for tuition reimbursement shall be \$70,000 each year for the duration of the contract.
- C. At each scheduled trimester meeting between the Board or designee and the Association, a report will be given to the Association President regarding the balance of the tuition reimbursement account.
- D. Fees associated with obtaining the NBCT will be paid subject to the requirements of this section. This shall include reimbursement for application, exam, and preparation coursework fees.
- E. All courses must be pre-approved by the Superintendent, must be from an accredited institution, must be in an approved degree program or certification program, must be content courses that relate to a teacher's current assignment, and are within a standard classroom environment unless a waiver on this regulation is approved by the Superintendent. At the discretion of the Superintendent, the requirement that the course be in a degree program may be waived. Online coursework and programs from accredited colleges and universities that offer the same or similar programming and coursework on site will be approved.
- F. Reimbursement for tuition shall be made upon presentation of receipts and official transcripts. Approval for reimbursement shall be on a "first come, first served basis," determined by the date of the Superintendent's approval on the Tuition Reimbursement Pre-Approval Form, until funds are exhausted. Tuition payments by the Board do not include the cost of textbooks, other instructional materials or fees. When the course has been completed, an official transcript shall be presented to the Superintendent indicating the grade received and the semester hours of credit. No tuition reimbursement shall be granted for a course in which a grade lower than a B has been received. Whenever an official grade is "Pass" the Superintendent reserves the right to request a written evaluation from the instructor granting the grade before making a determination on the course.
- G. Teachers who wish to take college courses in excess of thirty (30) semester hours over either degree are eligible for tuition reimbursement.

Section 13.6-Retirement

- A. Any who has reached fifty-five (55) years of age whose retirement will not result in an enhanced contribution to the School Board and has submitted to the Superintendent before September 1 an irrevocable notice of retirement effective either at the end of the current school year or any of the following three (3) years, shall be entitled to the following salary increase.
- B. Any teacher retiring with 15 continuous years of service in the District and who provides four years notice prior to retirement (as defined by submitted an irrevocable letter to the Superintendent by September 1 of the first of the last four years) will receive a 6% increase to base salary each year for the final four years of employment.

Teachers who provide less than four years notice of retirement will receive a 5% increase to base salary in each of the final year(s) of employment.

- C. No employee shall receive more than a 6% increase in TRS creditable earnings or percentage that may require an additional payment or enhanced contribution to TRS after submitting an irrevocable notice of retirement and are within four (4) years of retirement.
- D. In the event of significant change in a teacher's immediate family (e.g. death, divorce, catastrophic illness), the Board in its sole discretion may allow the teacher to rescind his or her notice, provided the teacher returns to the Board any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule of such year(s) in which the benefit was paid. In the event the teacher does not return this excess amount at the time the Board grants the request to rescind the notice of retirement, the Board may deduct the excess amount from the teacher's salary or require payment by cashier's check.

Section 13.7 -Credit for Unused Sick Leave Days

A teacher who has taught ten (10) continuous years in District 105 shall be paid for each unused sick leave day at the rate of ten dollars (\$ 10.00) per day. The maximum payment a teacher shall receive TWO THOUSAND DOLLARS (\$2,000.00). This Section remains subject to Teachers' Retirement System regulations.

All payments for unused sick leave days shall be made 30 days after July 1st of the year of retirement.

Section 13.8 - July/August Medical Insurance Premium

All full-time teachers shall have coverage for hospitalization under this Agreement through the last day of August unless they have been terminated by the Board.

However, any teacher who resigns after June 30 shall be responsible to reimburse the District for the July and August premiums.

Article XIV: Salary

Section 14.1 -Salary Adjustments

When a teacher's salary changes by his/hers/their eligibility to a higher salary lane or any other reason, he/she shall receive a written confirmation of that change stating the salary and the increase.

Section 14.2 -Salary

The district will provide written notice of salary to each certified staff member by August 30th of each year.

2024 - 2025	Each teacher will receive a 6% salary increase
2025 - 2026	Each teacher will receive a 4.52% salary increase
2026 - 2027	Each teacher will receive a 4.25% salary increase
2027 - 2028	Each teacher will receive a 4.25% salary increase

Section 14.3 -Pay Period Selection

Teachers shall be paid on the 15th and 30th of each month unless the payday falls on a school holiday, in which case the teachers shall be paid on the last school day preceding the holiday. The first and last pay periods may need to be adjusted due to the school calendar. This provision is subject to the ability and willingness of the township treasurer to implement it. In addition, there will be a payday on June 30 that will attempt to include all summer work completed before June 30.

Article XV - Effect of Agreement

Section 15.1 -Period Covered - Terms of Agreement

This Agreement shall become effective on July 1, 2024, with salary increases effective on the first day of school for teachers and shall continue in full force and effect until June 30, 2028.

Section 15.2 -Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

Section 15.3 -Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 15.4 -No Strikes

The Association shall not strike during the length of this Agreement.

Section 15.5 -Preparation of Agreement

Within thirty (30) school days of Association and Board ratification of this Agreement, the Board shall have sufficient copies prepared for distribution to each member in the District.

The Association and Board shall equally divide the cost of preparing and distributing the

Agreement. Sufficient copies shall be prepared for both the Association and Board to use within their respective offices.

Section 15.6- Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and Association. No other areas of teacher benefits and working conditions existing at the time of execution of this Agreement shall be altered, discussed or bargained for the duration of this Agreement unless it is mutually agreed to do so. Matters arising during the term of this Agreement which do not impact on the terms of this Agreement, and which do not substantially alter other teacher benefits and working conditions as they existed at the execution of this Agreement may be determined unilaterally by the Board of Education but shall not be binding beyond the expiration of this Agreement.

Both parties acknowledge that during the negotiations process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any additional matters during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively over additional matters during the term of this Agreement.

Article XVI: Acceptance

In Witness thereof:

For the Cook County Teachers'
Association, District 105
IEA-NEA:

Priscilla E. Brenning
President

Barbara Hobe
Secretary

July 1, 2024
Date Signed

For the Board of Education of District 105,
Cook County
La Grange, Illinois:

Elias Lopez
President

Mikha
Secretary

July 2, 2024
Date Signed

Appendix A

Hiring Matrix for New Employees

Starting salaries for teachers with no years of experience:

	BA	BA15	BA30	MA	MA15	MA30
24-25	\$47,338	\$48,522	\$49,735	\$53,714	\$56,240	\$59,219
25-26	\$49,005	\$50,230	\$51,486	\$55,605	\$58,220	\$61,303
26-27	\$50,597	\$51,862	\$53,159	\$57,412	\$60,112	\$63,296
27-28	\$52,241	\$53,548	\$54,887	\$59,278	\$62,066	\$65,353

After initial placement, teachers will receive the annual percentage increases in the professional Agreement.

Lane Advancements

BA	BA+15	BA+30	MA	MA+15	MA+30	Doctorate
	2.5%	2.5%	8%	5%	5%	5%

When a teacher earns 15 college credit hours beyond the bachelor's degree, under the conditions of tuition reimbursement, he/she/they will receive an additional 2.5% increase in salary.

When a teacher earns 30 college credit hours beyond the bachelor's degree, under the conditions of tuition reimbursement, he/she/they will receive an additional 2.5% increase in salary.

When a teacher earns a master's degree, under the conditions of tuition reimbursement he/she/they will receive an additional 8% increase in salary.

When a teacher earns 15 college credit hours beyond the master's degree, under the conditions of tuition reimbursement, he/she/they will receive an additional 5% increase in salary

When a teacher earns 30 college credit hours beyond the master's degree, under the conditions of tuition reimbursement, he/she/they will receive an additional 5% increase in salary

When a teacher earns a doctorate degree, under the conditions of tuition reimbursement he/she/they will receive an additional 5% increase in salary.

A teacher's salary increases by lane advancement first then by the negotiated percentage increase.

Compensation Reopener

In the event there are statutory changes that require additional Board payments or compensation (for example, TRS, THIS, Health Insurance) the Board and Association agree to discuss and bargain over compensation.