

PROFESSIONAL AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 206
COOK COUNTY, ILLINOIS**

AND

**THE BLOOM TOWNSHIP HIGH SCHOOL
FACULTY ASSOCIATION**

FOR SCHOOL YEARS

2007-08

2008-09

2009-10

TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	Recognition and Savings	1
Section 1	Recognition	1 – 2
Section 2	Savings Clause	2
ARTICLE II	Board Association Relationships	2
Section 1	No Strike Clause	2
Section 2	Management Rights	2 – 3
Section 3	Procedures	3
Section 4	Administrative Relationships	3 – 4
Section 5	Association President	4
Section 6	Dues Deduction	4
Section 7	Fair Share Agreement	4 – 5
Section 8	Teachers' Rights	6
ARTICLE III	Grievance Procedure	6
Section 1	Definitions	6
Section 2	Procedures for Adjustment of Grievances	6 – 7
Section 3	General Provisions	8 – 9
ARTICLE IV	Working Conditions	9
Section 1	Teaching Hours and Assignments	9 – 10
Section 2	Academic Freedom	10 – 11
Section 3	Vacancies, Transfers and Promotions	11 – 12
Section 4	Class Size	12
Section 5	School Calendar	12
Section 6	Reduction in Certified Personnel	12 – 13
Section 7	Summer School	13
Section 8	Early Retirement Plan	14
Section 9	Retirement Plan	14
Section 10	Personnel Files	15
Section 11	Facilities	15
Section 12	Legal Rights	15 – 16
Section 13	Damage to Property	16
Section 14	Material Production Center	16
Section 15	Reading Course	16
Section 16	Prior Service	16
Section 17	Human Relations	17

		<u>Page</u>
ARTICLE IV	Working Conditions	
Section 18	Policy Revision	17
Section 19	Tenure Teacher Evaluation	17
Section 20	Extra Curricular Evaluation	17
Section 21	Three Subject Preparation	17
Section 22	Educational Atmosphere	18
Section 23	Equal Opportunity Employer	18
Section 24	Miscellaneous Provisions	18
Section 25	Curriculum Advisory Council	18 – 19
ARTICLE V	Leaves	19
Section 1	Sick Leave and Sick Leave Bank	19 – 22
Section 2	Record of Sick Leave	22
Section 3	Sabbatical Leave	22
Section 4	Personal/Emergency Leave	22
Section 5	Leave of Absence	22 – 23
Section 6	Child Care – Family and Medical Leave	23
Section 7	Professional Leave	24
Section 8	Association Leave	24
Section 9	Job-Sharing	24 – 25
Section 10	Alternative Career Leave	25
Section 11	Notice of Return from Leave	25
ARTICLE VI	Salaries and Fringe Benefits	26
Section 1	2007-2008 & 2008-2009 & 2009-10 Salary Schedules	26 – 30
Section 2	CPI Adjustment	31
Section 3	Scheduled Pay Dates for 2007-08, 2008-09 & 2009-2010	32
Section 4	Extra Curricular Salary Schedule	33 - 36
Section 5	Half-Time Registered Nurse Salary	36
Section 6	Reclassification	36 – 37
Section 7	Differentials	37
Section 8	Mileage	37
Section 9	Internal Substitution Pay	37
Section 10	Additional Class Assignment	38
Section 11	Supervision Pay	38
Section 12	Driver Education	38
Section 13	Saturday Suspension	39
Section 14	Remedial Education	39
Section 15	Professional Growth Reimbursement	40
Section 16	Term Group Life Insurance	40
Section 17	Health and Dental Insurance	40 – 41
Section 18	Disability Insurance Option	41

		<u>Page</u>
ARTICLE VI	Salaries and Fringe Benefits	
Section 19	Joint Insurance Committee	42
ARTICLE VII	Duration	42
Appendix A	Equal Opportunity Employment Policy	43
Appendix B	Guidelines for Implementation of Article IV: Section 13 – Damage to Property	44
Appendix C	Supervision Preference Form	45
Appendix D	Guidelines for Implementation of Article IV: Section 12 – Legal Rights	46
Appendix E	Health Care Schedule of Benefits-PPO Plan	47 – 49
Appendix F	Faculty Dress Guideline	50
	Guidelines	51 – 52
	Addendum to Contract	53 – 55
	Addendum to Contract – Article IV: Section 1 Teaching Hours & Assignments	56
	Addendum to Contract – Article IV: Section 8 Retirement Plan	57 – 59
	Memorandum of Understanding	60

AN AGREEMENT BETWEEN THE BOARD OF EDUCATION
HIGH SCHOOL DISTRICT NO. 206 AND THE
BLOOM TOWNSHIP HIGH SCHOOL FACULTY ASSOCIATION

PREAMBLE

The Board of Education of School District No. 206, Cook County, Illinois (hereinafter referred to as the “Board”) and the Bloom Township High School Faculty Association (hereinafter referred to as the “Association”) recognize that the quality of the educational program and professional services offered to the youth of the district is our common concern and our joint responsibility. We further recognize that the success of the district’s program is closely allied to the maximum utilization of the teachers in setting and attaining the goals.

ARTICLE I – RECOGNITION AND SAVINGS

Section 1 – Recognition

- A. The Board of Education of Bloom Township High School District No. 206 Cook County, Illinois hereinafter referred to as the “Board,” recognizes the Bloom Township High School Faculty Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the “Association,” as the sole negotiating agent for all full-time and for all regularly employed part-time certified teachers employed on a permanent and continuous basis in a position in which services are expected to be rendered for a full and complete school term, including librarians, school nurses, substance abuse coordinators, education to careers coordinators, special populations coordinators, social workers, speech therapists and truant officers, all of whom are hereinafter referred to as “teacher” or “teachers” in District 206, except the Superintendent, Assistant Superintendents, Principals and Assistant Principals, Pupil Personnel Coordinators, Directors and Assistant Directors of State and Federal programs, Substitute Teachers, Curriculum Coordinators, Directors of Vocational Education, Director of Special Education and Special Services, Athletic Director, early Retirees, Paraprofessionals, and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having responsibility to make recommendation thereon, except as specifically included in the above definition of “teacher,” as long as the Association maintains a membership equal to a majority of the bargaining unit as defined herein above.
- B. The parties agree that their duly designated representative shall negotiate in good faith with respect to terms and conditions of employment which include salaries, fringe benefits, and related economic matters, grievance procedures, negotiating procedures, working conditions, and other mutually agreed upon matters.
- C. The Board agrees not to negotiate with any other employees’ organization, individual teacher, or group of teachers with regard to any of the items contained in this Agreement unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement, provided, however, that any teacher or groups

ARTICLE I (cont'd.)

of teachers shall have the right to present grievances and to submit suggestions to or discuss professional problems with the administration or the Board, and to have such grievances, suggestions and professional problems adjusted without the intervention of the Association as long as the adjustment is not inconsistent with this Article or the terms of this agreement. However, any teacher or any groups of teachers may have an Association representative present upon request. Furthermore, any such adjustments reached without participation of the Association shall not be construed as a precedent or preclude the Association or another teacher from seeking a different solution.

- D. Teachers shall have the right to form or not to form, to join or not to join, to assist or to refrain from assisting professional employees' organizations, to participate or not to participate in professional negotiations with the School Board through representatives of their own choosing, and to engage in other activities not prohibited by law, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions or professional service.

Section 2 – Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause. In the event any policy, rule or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

In the event the Board contemplates requesting that the Illinois State Board of Education grant a waiver from any requirement(s) of the Illinois School Code, which waiver would affect the wages, hours and/or working conditions of teachers, the Board agrees to give prior notice to the Association and provide the Association with the right to provide input for the decision to request such waivers.

ARTICLE II – BOARD ASSOCIATION RELATIONSHIPS

Section 1 – No Strike Clause

During the terms of this Agreement, neither the Association nor any members of the bargaining unit will withhold services in any way or engage in any concerted action such as strikes, slowdowns, mass sick calls, picketing which disrupts the operation of the schools or conduct of any board meeting, nor will they impose a duty of obligation upon nor will they encourage any members of the bargaining unit to conduct, assist or participate in any of the above mentioned actions.

Section 2 – Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

ARTICLE II (cont'd.)

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- F. 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 by the specific and express terms of this Agreement.

Section 3 – Procedures

- A. The parties will commence bargaining for a successor Agreement as per the Illinois Educational Labor Relations Act and its rules and regulations.
- B. It is agreed that after 45 days prior to the opening of schools, the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement declares impasse and an impasse exists. Should FMCS be unavailable, the parties will immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board will be asked to assign a mediator.
- C. Any alleged violation of this Article may be remedied by either an unfair labor practice charge or a grievance, but not both.

Section 4 – Administrative Relationships

- A. The president of the Association or his designee shall be given written notice of any regular or special meeting of the board together with a copy of the agenda or statement of purpose of such meeting prior to the scheduled time of such meeting.

ARTICLE II (cont'd.)

- B. A copy of all Board minutes shall be mailed or placed in the mailbox of the president of the Association as soon as they have been prepared.
- C. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statement and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.
- D. When any teacher is required to appear before the Board or before any Board committee concerning matters which may affect the teacher's employment, the teacher shall be given reasonable prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview. However, nothing in this section shall be construed to allow a teacher to refuse to appear before the Board of Education or before any Board committee.

Section 5 – Association President

The Association President shall be granted one class period per day per school year for Association business. The Association shall guarantee that teachers shall serve two periods per school year of internal substitution at no pay, or shall guarantee payment for procurement of needed internal substitution, to compensate the District for release time of the Association President's period.

The building Principals will make every effort to consider the proximity of the teacher's own classroom to the assigned substitution location when assigning internal substitutions.

Section 6 – Dues Deduction

Upon the written authorization of any teacher, which authorization may be revoked in writing at any time, payroll deductions will be made by the Board of dues payable to the Association for annuities, credit union, savings bonds, charitable donations, or any other plans or programs permitted by law and mutually agreed to by the Board and Association and the Board will make appropriate remittance with respect thereto.

Section 7 – Fair Share Agreement

- A. Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required to members of the Association, including local, state and national dues.
 - 1. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member in the same manner as deductions are made for the Association members.

ARTICLE II (cont'd.)

2. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction, except as may be otherwise required by Illinois statute or rule or regulation.
 3. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- D. The Board retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that case, the Board shall first recover all monies provided in its Errors and Omissions insurance policy. The Association shall be obligated only to reimburse the Board for any costs—whether for defense or for damages—not recovered by the Board through such insurance.

In the event the Board exercises this option, the conditions enumerated in subsections B1 and B2 above shall apply to both the Association and the Board. The Association shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Association.

E. Exception

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section. Nor will this save harmless provision apply if any attorney retained by the Board shall fail to vigorously defend, or cooperate in the defense of, all provisions of this Fair Share Agreement.

ARTICLE II (cont'd.)

Section 8 – Teacher Rights

- A. No disciplinary action (dismissal, suspension, notice to remediate, letter of reprimand), shall be taken against a teacher without prior written notification. No record of parental complaint shall be placed in a teacher's personnel file without the notification as specified above.
- B. A suspended teacher found not to have engaged in all alleged actions shall be reinstated with full regular contractual back pay and benefits lost as a result of the suspension.
- C. If a teacher is found not to have engaged in any alleged actions, then any documentation concerning the alleged actions shall be removed from the teacher's personnel file.
- D. The Faculty Association recognizes the need to place video cameras in and about the school for security reasons. Said cameras shall not be in operation in a member's classroom, meeting place, or work area, with the exception of common areas, defined as field house, gymnasium, cafeteria, or school grounds, without the express permission of the member(s) involved. No camera shall be used for evaluation purposes, discipline, or observation of an employee without the above permission.

ARTICLE III – GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. A "grievance" shall mean a complaint by a teacher, a group of teachers or the Association, that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the school term or during the summer, time limits shall consist of all weekdays.

Section 2 – Procedures for Adjustment of Grievances

The parties hereto acknowledge that it is usually most desirable for a grievant and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- A. Within twenty (20) days of the occurrence, or within twenty (20) days of when the grievant became aware or should have become aware of the occurrence that gave rise to the grievance, the grievant may present the grievance in writing through the Association representative to the immediately involved supervisor, which in no case shall be lower

ARTICLE III (cont'd.)

than the Principal level, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, a representative of the grievant's choosing, the Association representative, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided the supervisor's written response.

- B. If the grievance is not resolved at step 1, then the grievant may refer the grievance to the Superintendent or his official designee within five (5) days after receipt of the step 1 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselor as it deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including reasons for his decision. Said statement of reasons need not be exhaustive.
- C. If the grievance is not settled in step 2 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after the answer in step 2. The Board shall, within twenty (20) calendar days after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the Association within twenty (20) calendar days after the Board meeting, including reasons for its decision. Said reasons need not be exhaustive.
- D. If the decision at step 3 is not satisfactory to the grievant and/or Association, the grievant and/or Association may submit in writing, within ten (10) school days after receiving the Board's decision in step 3, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on the arbitrator within the said ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the receipt of final statements and proofs. The Arbitrator's decision will be in writing and will set forth his/her findings in fact, reasoning, and conclusions on the issues submitted. The Arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement.

The fee for the Arbitrator's services, his/her expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.

ARTICLE III (cont'd.)

Section 3 – General Provisions

A. Bypass to Superintendent

If the grievant and the Superintendent agree, step 1 of this grievance procedure may be bypassed and the grievance brought directly to step 2 or 3 as the case may be.

B. No Reprisals Clause

No reprisals shall be taken by the Board, the administration or the Association against any teacher or group of teachers because of his or their participation in a grievance or refusal to participate in a grievance.

C. Released Time

Should the administration or the Board determine that the investigation or processing of any grievance requires that a teacher or an Association representative be released from his/her assignment, he/she shall be released without loss of pay or benefits.

D. Grievance Withdrawal

A grievance may be withdrawn or compromised at any level without establishing precedent.

E. Association Participation

As the recognized bargaining agent for the faculty, the Association should actively participate in the resolution of grievances.

1. Teacher represented – The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if his/her representative is not present.
2. Teacher not represented – When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any state of the grievance procedure.

F. Time Limits

All time limits herein may be extended or constricted by mutual agreement of the parties.

G. Filing Materials

No data dealing with a grievance after it is filed shall be placed in the personnel files of the participants except upon their written request.

ARTICLE III (cont'd.)

H. Board-Administration Cooperation

The Board, administration, grievant, and Association will cooperate with each other and their respective investigation of any grievance.

ARTICLE IV – WORKING CONDITIONS

Section 1 – Teaching Hours and Assignments

- A. The Board, Administration, and Association, recognizing the desirability of providing for individualized instruction within the school day through utilization of teachers as resource personnel, agree that the maximum teacher assignment shall be 25 clock hours in assigned responsibilities working with students (direct contact) in a five-day week with reporting times 15 minutes before school and a dismissal time of 10 minutes after the close of the school.

Teachers/staff members will make every effort to supervise in the halls during the five minute passing periods throughout the day.

There shall not be more than 5 regular classes assigned at any one time to the teacher within the 25 hours of direct contact time with students as part of the regular teaching load.

No more than two evening meetings per year with parents (Open House, etc.) will be scheduled. Every attempt will be made to limit the meetings to two hours. However, teachers will be expected to complete conferences, which begin prior to the two-hour deadline.

Mandatory attendance at any meeting by the court system (subpoena) and/or the Illinois State Board of Education which requires attendance beyond the regular school day will not be subject to extra duty compensation for the teacher. The officials requesting the meeting will be advised of the length of the school day.

Each faculty member shall be required, during each school year, to attend one (1) student activity for which the faculty member is not paid to attend. A list of student activities shall be provided by the administration to each teacher at the commencement of each year. Each teacher shall select one (1) activity from the list and provide the selection to the building principal on or before September 15 of each school year.

- B. A teacher's schedule shall be:

Five (5) regular class assignments plus a one semester supervisory assignment or a comparable assignment mutually agreed upon by the principal and teacher. A supervisory assignment shall consist of a full period for one semester, or one-half period for two semesters, or a ½ period and hall supervision 15 minutes before and 10 minutes after school for one semester. The Supervision Preference Form, included herein as Appendix C, shall be completed by each teacher and submitted at the end of the previous school year. Cafeteria supervision shall be excluded as a supervisory assignment as related to a teacher's schedule.

ARTICLE IV (cont'd.)

- C. The Board, Administration, and Association are jointly committed to moving as soon as possible toward a decrease in the number of teachers assigned to study hall management and to an increase in the number of teachers designated as resource personnel. Faculty and Administration both have responsibility to increase frequency of productive student use of resource/individual help service.
- D. Teachers shall have the equivalent of one full block class period per student attendance day for preparation-conference, free from direct teaching contact assignments with students, except for any non-paid substitutions which are prescribed in the PNA. Additionally, each teacher shall have a duty-free lunch period as is prescribed by the School Code of the State of Illinois.

The following members of the Faculty Association are exempt from the preparation/conference period provision: Deans, Counselors, Social Workers, Truant Officers, School Nurses, Librarians, and Substance Abuse Coordinators.

A preparation/conference period shall only be used for school-related work.

- E. Every effort shall be made to avoid the scheduling of split-period classes.
- F. Every effort shall be made to avoid the scheduling of split-level classes.
- G. Effective with non-tenured teachers employed for the 1985-86 school year and thereafter, the administration may assign non-tenured teachers to an extra-curricular activity. Such assignment may be made only after volunteers for the activity have been sought. In making such assignments, consideration shall be given to the non-tenured teacher's interests and abilities.
- H. Teachers may be required to attend five (5) building faculty/department meetings per school year provided that such meeting(s) may be no longer than ninety (90) minutes in length, and further provided that teachers receive at least seventy-two (72) hours notice of the meeting except in cases of emergency.

The building principal, his/her designee, or division coordinators have the right to call faculty meetings. Faculty meetings shall be scheduled to begin ten (10) minutes after the close of school or during zero period when students are not in attendance. Every attempt shall be made to schedule two (2) of the meetings during zero period, two (2) meetings after school, and one (1) meeting at the discretion of the Administration.

Section 2 – Academic Freedom

- A. Members of the bargaining unit shall be free to participate in political activity, provided that such activity does not take place during working hours, on school property and provided also that neither school equipment, or staff, nor the pupils of the District be involved by the members in such activity, and provided also that the members of the

ARTICLE IV (cont'd.)

bargaining unit conduct such activity as private individuals and not as representatives of the Board or the School District or its students.

- B. Teachers shall be free to use materials and methods, and to discuss issues within the instructional program adopted and approved by the Board and its administration. In the event of adverse criticism by third persons of such teaching methods or materials used, or such issues discussed by the teacher, the following procedure shall be applicable in all cases:
 - 1. Objections and complaints regarding the use of any instructional methods or materials must be in writing and submitted to the Superintendent.
 - 2. Written objections and complaints will be reviewed by a committee composed of three teachers appointed by the Association president and three members of the administration appointed by the Superintendent. Members of this committee shall be knowledgeable in the field of study to which the method, book or other instructional material or issue pertains.
 - 3. After a prompt and careful investigation, the committee shall reach a decision, which shall be communicated to the Board. The Board's decision shall be final in all cases.

Section 3 – Vacancies, Transfer and Promotions

- A. The Superintendent or his designee shall post in all school buildings and send to the president of the Faculty Association a notice of all vacancies, administrative, teaching, extra-curricular and extra-duty as they occur accompanied by revised job description, time limit for application, and minimum qualifications and salary range where applicable. These notices shall also be sent to faculty via the district's e-mail system.
- B. Any teacher may apply for transfer to another building where a vacancy exists. Such application shall be made in writing to the Superintendent or his designee. The teacher shall make known to the administration his/her interests, aspirations, and competence in the request for transfer. Present staff members shall be given every consideration when filling vacancies. The Superintendent or his designee will have responsibility for decisions relating to transfers and vacancies and his decision shall be final.
- C. If a building assignment other than the original assignment is necessary, every reasonable effort will be made to communicate this assignment change to any teacher involved either by personal contact or certified mail ten (10) school days in advance of the assignment. The administration will attempt to find an agreeable transferee before a required involuntary transfer takes place. Due consideration will be given to past service within the district. If a teacher is required to change buildings, he/she will have the option to leave the district with no penalty attached. Any teacher transferred without request shall receive priority consideration in any requests to transfer into future vacancies during the next five (5) years, provided said teacher submits a letter of continued interest to the

ARTICLE IV (cont'd.)

building principal no later than February 1 of each year. However, the administration determination as to qualifications for personnel to fill such vacancy shall be final. Any teacher transferred without request shall receive in writing reasons explaining the need for transfer.

- D. The provisions of this Article shall be grievable only through step 2 of the Grievance Procedure, and shall be otherwise non-reviewable.

Section 4 – Class Size

Because the Board of Education and the Faculty Association jointly recognize that class size is a factor related to instructional effectiveness, every attempt will be made to move toward the best possible pupil-teacher ratio by subject matter and every effort will be made, especially in remedial education, not to exceed the current NCA standards and/or state policies.

If there is a serious imbalance in the number of students assigned to the sections of a particular course within a building, the involved teachers and administrators shall meet to review the schedule and determine whether or not the imbalance can be relieved. After two (2) weeks of a semester have passed, the Superintendent and the Association President shall meet to discuss class overloads and the need for sixth assignments, if any. The decision of the Superintendent shall be final in these matters.

Section 5 – School Calendar

- A. The Association may make recommendation to the Superintendent and the Board on the School Calendar, but these recommendations shall be advisory only.
- B. The teacher work year shall be 180 days (176 pupil attendance days and 4 institute days).

Section 6 – Reduction in Certified Personnel

- A. Before the Administration recommends any reduction in certified personnel, it shall first confer with the Association regarding such reduction.
- B. Any reductions in certified personnel shall be in compliance with Sections 24-11 and 24-12 of the School Code.
- C. For the purposes of this Section, “seniority” shall mean the length of continuous service as a teacher in District 206 which shall begin on the first day of attendance required. Unpaid leaves of absence shall not interrupt seniority.

In the event of a tie in seniority among two or more teachers, the following criteria, applied in the order listed, shall determine the order of lay-off:

1. Order of signing contracts at the time of initial employment.

ARTICLE IV (cont'd.)

2. Most recent evaluation.
 3. Performance in, or ability to contribute to, the extra-curricular program.
 4. Educational/professional growth as computed for lane reclassification.
- D. The provisions of this Section are grievable only to step 3 of the Grievance Procedure (Board level), and are otherwise non-reviewable.

Section 7 – Summer School

- A. Teachers interested in summer employment in Bloom Township High School District 206 shall make written application by May 1st. Preference shall be given to Bloom Township High School District 206 teachers with consideration given to but not limited to qualifications such as degrees, hours of credit, publications, references, recommendations, evaluations, experience and service to the District. No person should hold more than one position if other qualified persons are available.
- B. Any applicant not selected, who wishes to submit a written request to the Assistant Superintendent of Instruction inquiring about the reasons for non-selection, may do so. The Assistant Superintendent of Instruction, in conjunction with the appropriate director, will draft a response to that appeal within five (5) days. However, the determination of the Board and Administration in the selection of summer school teachers shall be final and otherwise non-reviewable.
- C. The effective rate of pay shall be \$30.91 per hour in 2007-2008, \$32.01 per hour in 2008-2009, and \$33.11 per hour in 2009-2010.
- D. For Summer School and other professional work performed during the summer, one of the following options may be selected by each regularly employed member of the bargaining unit:
1. That summer employment is a continuation of the employment agreement for the regular school term and reportable to TRS.
 2. That summer employment is not a continuation of the regular school term and, as such, is not reportable to TRS but rather to FICA.
- E. Employees shall designate their option on an annual basis.
- F. No option exercised hereunder shall be construed as an extension of the school term as provided for in section 10-19 of the School Code, nor as part of a teacher's yearly contract requiring notice of non-renewal and/or reduction in staff as provided by section 21-12 or the School Code.

ARTICLE IV (cont'd.)

Section 8 – Early Retirement Plan

- A. Teachers may participate in an Early Retirement Plan as outlined in the Appendix to this Agreement.

Section 9 – Retirement Plan

- A. Upon approval of the Board of Education and prior to reaching the age of 65, a member of the faculty may elect to participate in the Retirement Plan.
- B. A Plan year will commence September 1st and end on August 31st.
- C. To be eligible, the teacher must have completed at least ten (10) years of full-time employment in District 206 and must be at least 58 years of age and be no older than 64 years of age as of June 30th of the year in which he/she elects to participate in the plan. The member must notify the Superintendent in writing of his/her intention to so participate on or before January 1st of that year.
- D. Participants will be allowed to enroll in the District's standard hospitalization insurance plan as presently constituted and as it may in the future be amended. The participant will be responsible for the full amount of the hospitalization insurance premium applicable to the particular coverage(s) selected and said premium will be deducted on a pro rata basis from each payment or Retirement compensation.
- E. Retirement compensation will be at a rate of 1/5 of the participant's base salary for the last year of full-time teaching. Payments will be made upon submission of voucher for a maximum of five (5) consecutive years from the date of retirement, except that no payment will be made after the completion of the year in which the participant becomes TRIP eligible.
- F. Participants will be allowed to enroll in the District's Term Life Insurance Plan as presently constituted and as it may in the future be amended provided the carrier of said plan approves. The participant will be responsible for the full amount of the premium and said premium will be deducted on a pro rata basis from each payment of Retirement compensation.
- G. Participants will work as a consultant to the District for a maximum of 36 days per year and will perform duties selected from a list of duties mutually agreed upon by the Superintendent and the Association.

ARTICLE IV (cont'd.)

Section 10 – Personnel Files

Each teacher shall have the right, upon request, to review the contents of his/her personnel file minus confidential materials such as placement bureau information and recommendations from former employers. A representative of the teacher's choosing, at the teacher's request, may accompany in this review; a central office representative designated by the Superintendent will be present for the review.

There shall be only one personnel file for each teacher. No material may be placed in a personnel file more than thirty (30) days after the date of receipt or execution. Each teacher's personnel file shall contain the following minimum items or information.

- A. Required medical information;
- B. All teacher evaluation reports;
- C. Copies of annual contracts or notification of re-employment;
- D. Copies of supplemental duty contracts; and
- E. The teacher shall have an opportunity to place a written response to any material in the file.

Section 11 – Facilities

- A. The Board will provide and maintain adequate parking facilities for bargaining unit personnel.
- B. The Board will provide and maintain a faculty lounge in each school.
- C. The Board will provide teachers with the use of a desk and workspace throughout the school day.

Section 12 – Legal Rights

- A. The Board shall indemnify and protect members of the bargaining unit against death and bodily injury and property damage claims and suits, including defense thereof, where damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.
- B. In the event a teacher is assaulted in the course of his employment, the teacher will immediately notify his principal and the principal will, in turn, notify the Superintendent.

ARTICLE IV (cont'd.)

- C. The Board's attorney, when authorized by the Superintendent, shall inform the teacher of his/her legal rights and the teacher shall be assisted in all court appearances by the Board's attorney, except in cases where there is an apparent conflict of interest between the interests of the teacher and the interests of the Board as determined by the Board's attorney. In the event that there is no such conflict of interest, no deduction will be made in the salary of a teacher in connection with time lost in attending to the procedures required herein including court appearances.
- D. No deduction shall be made in the salary or sick leave of a teacher in connection with any work-related assault. However, should the teacher receive workman's compensation or any other form of income protection payments as a result of work-related injuries caused by assault, the Board shall be entitled to deduct such amounts from the teacher's pay, it being expressly understood that the teacher is entitled to full salary, but the Board is entitled to subrogation for any excess payments to the teacher over and above full salary.

Section 13 – Damage to Property

The Board will reimburse a teacher up to \$250.00 for any loss, damage, or destruction of clothing or personal property (excluding automobiles) of the teacher while on duty in the school, or on school premises which loss, damage, or destruction is not attributable to teacher neglect, abuse, or to normal wear and tear. (Refer to Appendix B)

Section 14 – Material Production Center

The material production center personnel will accept reasonable requests for typing from teachers and return same within a mutually agreeable time period.

Section 15 – Reading Course

The Board and Faculty Association shall encourage current staff in all departments to improve their effectiveness in the teaching of reading. To that end, reimbursement for reading courses will be granted under the provision of Professional Growth.

Section 16 – Prior Service

Upon initial employment in the district, credit for service rendered in a school district other than Bloom, or credit for professional service in a field other than teaching, need not be granted for more than seven (7) years on the salary schedule. However, in unusual circumstances as determined by the Board of Education, credit for more than seven (7) years of teaching experience or professional experience may be granted. Experience of more than ½ year but less than a full year shall be credited as ½ year. Once the teacher attains tenure status in the District or attains ten (10) years of experience, any ½ year experience will be credited as a full year. If tenure status is attained during the course of a school year, any ½ year experience will be credited as a full year at the beginning of the next school year.

ARTICLE IV (cont'.)

Section 17 – Human Relations

Recognizing the multiracial make-up of the Bloom student body and the problems relating thereto, the Board of Education, Administration and Faculty Association will ensure a viable Human Relations program.

Section 18 – Policy Revision

The Faculty Association President shall be provided a copy of the Board Policy Manual. Additional copies shall be placed in the Principal's Office and the library of each building.

Section 19 – Tenure Teacher Evaluation

A joint committee on tenure teacher evaluation will be established at the beginning of the 1985-86 school year. The committee shall be composed of eight members – four appointed by the Board and four appointed by the Faculty Association. A joint committee of Faculty Association members and Administration will develop a revision of the District procedure for teacher evaluation by January 1, 2006. After approval by the Board and by the Association, the guidelines developed by the committee shall be implemented in the 2006-07 school year.

The committee is directed to discuss:

1. Evaluation procedure and format.
2. Frequency of observation.
3. Criteria for evaluation.
4. Review and appeal processes.

Section 20 – Extra Curricular Evaluation

Written evaluation of sponsor/coach performance is desirable and may be conducted by the administration. Any such evaluation, however, shall be completed separate and apart from the teacher's professional evaluation.

Section 21 – Three Subject Preparation

The Board will endeavor to limit different subject preparation to three subjects or less.

In the event that it becomes necessary to assign a teacher four preparations, such shall not be assigned to the same teacher two consecutive school years unless failure to assign four preparations to the same teacher in consecutive years would cause the cancellation of a course or employment of additional staff. However, the three-subject preparation provision does not apply to the Alternative School Program and the self-contained Remedial Education classes.

ARTICLE IV (cont'd.)

Section 22 – Educational Atmosphere

Although the Board recognizes that the teacher has the responsibility for the maintenance of discipline within his classroom and shares the responsibility for the maintenance of disciplines in the halls and on the grounds, the board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in or about the school.

Section 23 – Equal Opportunity Employer

The Board of Education agrees that it will not change its policy on equal opportunity employment during the term of this Agreement, unless any such change may be required under state or federal law. The equal opportunity employment policy is attached to this Agreement, for ease of reference, as Appendix A.

Section 24 – Miscellaneous Provisions

- A. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations. Neither party shall be required during the term hereof to negotiate or bargain any issue whether contained herein or not except by mutual consent.
- B. This Agreement may be amended or modified by mutual agreement of the parties and, if so, it shall be in writing and properly signed.
- C. Any individual contract between the Board and an individual employee, hereafter executed shall be subject to and made consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The specific terms of this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with said terms.

Section 25 – Curriculum Advisory Council

The purpose of the Curriculum Advisory Council is to provide the Superintendent and Board of Education with recommendations on courses to be added, dropped or updated. The following procedures will be implemented:

ARTICLE IV (cont'd.)

- A. The C.A.C. will be comprised of eight representatives from each building: the principal, assistant principal in charge of scheduling, one teacher chosen by the members of each division, one representative chosen by the members of the counseling department, one representative chosen from the faculty by the Assistant Superintendent of Curriculum and Instruction. The representatives elected by the members of the divisions and the counseling department will serve a maximum of three years. It is recommended that the position be rotated amongst the various departments in each division. The committee will be chaired by the Assistant Superintendent of Curriculum and Instruction.

The Alternative School committee will be comprised of three faculty members, chosen by the faculty of the Alternative School, and one administrator. It is recommended that the positions be rotated amongst the faculty. This committee will be chaired by the Assistant Superintendent of Curriculum and Instruction.

- B. The first meeting must be called during the first three weeks of the school year with regular monthly meetings scheduled thereafter. Additionally, meetings may be scheduled as needed. Time lines for submitting curricular changes will be set during the first meeting. The calendar time line will be distributed to the faculty in a timely manner. A summary of all meetings will be forwarded to the faculty in a timely manner.

All C.A.C. meetings shall be held in an open forum with prior notification.

- C. Recommendations from the C.A.C. which are not enacted by the Board of Education will be returned to the C.A.C. for possible reconsideration and resubmission.
- D. Changes generated by the Board of Education will be forwarded to the C.A.C. for input prior to approval or disapproval by the Board.
- E. All suggestions for curricular changes must be submitted to the committee for consideration.
- F. Community members and Board of Education members are encouraged to attend any and all C.A.C. meetings.

ARTICLE V – LEAVES

Section 1 – Sick Leave and Sick Leave Bank

- A. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Each teacher shall be entitled to 12 sick days at full pay each school year. Sick days may be accumulated to a maximum of 420 days (TRS maximum for retirement + 80). Teacher absences resulting from work-related injuries shall not be charged against sick leave.

ARTICLE V (cont'd.)

- B. Teachers may cash in up to ten (10) unused days at the end of the year in which they were earned at a rate of \$25.00 per day.
- C. The Board of Education in cooperation with the BTHSFA shall establish a sick leave bank subject to the following guidelines:
 - 1. The intent of this plan is to provide extended sick leave to those persons covered by this Agreement who incur a period of prolonged illness, injury, or hospitalization (20 consecutive working days).
 - 2. Two members of the BTHSFA appointed by the President and the Superintendent or his/her designee will act as an Advisory Committee in all matters that concern the policies of the Sick Leave Bank. The Superintendent or his designee will have final administrative responsibility for the Sick Leave Bank.
 - 3. To be a member of the Sick Leave Bank, teachers must donate one sick leave day to the Sick Leave Bank upon initial employment. Membership in the bank shall be voluntary and shall continue until the Advisory Committee is notified in writing that the teacher has withdrawn from the bank. If a teacher decides to withdraw from the bank, the days already contributed by said teacher shall remain in the bank.
 - 4. The teacher may not withdraw days from the Sick Leave Bank until the teacher's own accrued sick leave (a minimum of 20 days) has been depleted, and a written certificate of illness from a licensed physician has been received by the Advisory Committee, and the teacher's request is approved by the Governing Board of the Faculty Association or the Superintendent or his designee. A teacher withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank. If the Bank becomes depleted during any given school year, the Advisory Committee may request each contributing member to donate one additional day to the bank, but no teacher shall donate more than two (2) days per year to the Bank. The maximum number of days that may accumulate in the Sick Leave Bank is thrice the number of members. In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the teacher's Bank in the District at the time of termination, except that a teacher may receive no more than the total number of days the teacher has contributed to the bank. The days must be at least half days to be distributed. The Bank shall be terminated only upon unanimous consent of the Advisory Committee members.

ARTICLE V (cont'd.)

5. Each person covered by this Agreement shall be eligible to receive from the Sick Leave Bank at the beginning of each school year a maximum equal only to the amount of his or her accumulated sick leave as of that time. However, in no case shall the Sick Leave Bank provide more than 180 days per individual illness. If a prolonged illness or hospitalization for any person continues from one school year to another, that person will be entitled to no more and no less than the total number of days accrued from the accumulated sick leave and the sick leave bank as calculated at the beginning of the illness when the disability was first caused.
 6. A teacher shall not hold the Board of Education or Administration of Bloom Township High School District 206 liable for decisions made by the Advisory Committee, Board of Education, Administration, or Governing Board of the Faculty Association, or their respective designees.
- D. Employees injured on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work, the employee will receive his/her normal paycheck for up to ninety (90) calendar days and must sign over workers' compensation checks to the district. At the end of the ninety (90) days, the employee has the option of:
1. Receiving the workers' compensation check and using 1/3 of a leave day.
 2. Taking a full sick/personal day and sign the workers' compensation check over to the district or;
 3. Accepting the workers' compensation check only.

In cases where there are no sick or personal days, only option 3 is available.

The Board can extend the ninety day period of full pay at its discretion.

All accidents will be investigated in accordance with our workers' compensation carrier's guidelines.

Benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee's share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee's share of the benefit costs. If no check is received within thirty days of the due date of the normal deduction (pay day), the employer has a right to terminate the benefit (with a five day notice), but is still due the back premiums from the employee.

After six (6) months off the job due to a work related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with TRS, and the various options.

ARTICLE V (cont'd.)

If anytime before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers' compensation benefits as enumerated above.

In cases where the workers' compensation carrier has denied the claim, the employee will forfeit an equivalent amount of sick and personal time to compensate the district. In cases where the employee does not have enough leave time to compensate the district for pay received, the employee must pay back the wages and make payment arrangements acceptable to the Board of Education, or face termination.

Section 2 – Record of Sick Leave

Teachers shall be notified in writing at the beginning of each school year as to the current number of sick days they have accumulated.

Section 3 – Sabbatical Leave

Teachers may apply for sabbatical leave in accordance with the School Code. The Board's determination as to the granting of such leaves shall be final and non-reviewable.

Section 4 – Personal/Emergency Leave

Because the Board of Education of District 206 recognizes that occasional emergencies make it advisable to make provisions for all members of the bargaining unit through a leave policy, approval for personal emergency leave absences may be given at the direction of the Principals.

- A. Three personal emergency leave days may be granted annually. Unused personal emergency leave days may be added to unused sick leave total. Personal emergency leave days are provided for business, professional, religious, family, or legal obligations a teacher cannot meet outside the regular school day, or an emergency over which he has no control which requires immediate attention. Notice of leave shall be given to the Principal as far in advance as possible.
- B. Approval will not be granted for a personal emergency leave day or sick day on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in emergency situations.

Section 5 – Leave of Absence

- A. A teacher may request a leave of absence without salary for purposes of study or for other purposes related to the teacher's professional responsibilities and growth such as: exchange teaching programs in other states, territories, or countries; foreign or military teaching programs, Peace Corps, Teacher Corps, Job Corps as a full-time participant; and cultural travel or work programs related to his profession. The Board of Education shall allow credit for an equivalent amount of time on the salary schedule. Any change made in the salary schedule in the interval of leave shall apply to such teacher.

ARTICLE V (cont'd.)

- B. The Board of Education may grant a leave of absence without salary and without credit for an equivalent amount of time on the salary schedule to a teacher who applies, providing a teacher's purposes do not fall into the category explained in 5A above but are of such nature to warrant granting such leave by the Board of Education (such as to recover from ill health, to care for ill members of the immediate family, or to be elected as an officer of I.E.A. or N.E.A.).
- C. The Board of Education shall furnish the Teachers Retirement System any documents necessary to enable the member of the bargaining unit who is granted any of the above leaves to gain credit towards retirement.

Section 6 – Child Care—Family and Medical Leave

- A. The Board will comply with the Family and Medical Leave Act (FMLA). The Board shall grant eligible teachers leave for one or more of the following reasons: for the birth or placement of a child for adoption or foster care; to care for an immediate family member with a serious health condition; to take medical leave when the teacher is unable to work because of a serious health condition. The leave shall be without pay and without credit for an equivalent amount of time on the salary schedule. The teacher shall confer with the administration in order to discuss a plan for leave to be submitted with the Superintendent's recommendation to the Board for its approval. A teacher is eligible if he/she is a full-time employee who has worked for the District for at least a total of 12 months.
- B. Application for child care leave must be accompanied by a certificate from the teacher's doctor attesting to the fact of pregnancy and the expected date of delivery.
- C. A teacher adopting a child shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirement for adoption.
- D. A teacher may use his/her sick days in conjunction with the leave only as permitted by the Family and Medical Leave Act.
- E. A leave may be granted to a first-year teacher under unusual circumstances, subject to all the conditions applicable to an eligible teacher and provided the term of such leave shall not be considered full-time employment under Section 24-11 of the School Code for the purposes of the continuous employment necessary to attain contractual continued service status and upon return from leave shall commence his/her first probationary year in accordance with the School Code. The granting of leave to any first-year teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits by the Board of Education, and its decision shall be final.
- F. Upon return from leave, the teacher will be restored to an equivalent job for which he/she is qualified and for which a vacancy exists with equivalent pay, benefits, and other employment terms and conditions.

ARTICLE V (cont'd.)

Section 7 – Professional Leave

- A. Faculty participation in meetings, workshops or endeavors of a professional nature which take them away from classes or assigned duties shall not be counted against personal or sick leave, provided participation in such matters is approved in advance by the Building Principal, whose decision is final. The purposes for involvement in these meetings shall be primarily for:
1. Improvement of the faculty member's professional knowledge and skills;
 2. Consulting or presenting for another school district, educational cooperative, or recognized professional group to help others outside District 206 learn and improve;
 3. Travel of short duration directly related to the improvement of person's effectiveness in his assigned professional functions in District 206.
- B. Should a request for professional leave be denied, the Building Principal shall present in writing to the teacher the reasons for his denial, which reasons need not be exhaustive. The granting or denial of such a leave shall not be considered as precedent in any other leave request situation.

Section 8 – Association Leave

Upon notification by the Association President to the Superintendent, the Association shall be entitled to send delegates to Association Representatives Assembly without loss of compensation or personal leave. The Association shall, however, reimburse the district for the cost of the substitute teacher(s).

Section 9 – Job Sharing

Two teachers interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Building Principal no later than February 1st. The teachers may split insurance and other fringe benefits in any fashion agreeable to the two teachers involved so long as the total cost to the Board does not exceed those costs associated with one full-time teacher.

Each teacher shall be paid a salary proration of his/her own step and lane on the salary schedule. Such proration shall be by tenths with one-tenth paid for each class taught each semester. Each teacher shall have a one semester supervision assignment in addition to his/her teaching duties.

Approval of job-sharing proposals shall be at the discretion of the Building Principal.

For purposes of tenure and seniority, the portion of a full position not worked by each teacher shall be considered to be an unpaid leave of absence.

ARTICLE V (cont'd.)

Job-sharing applicants shall be submitted on a one-year basis. Extensions for another year may be requested but are not guaranteed for approval.

Section 10 – Alternative Career Leave

A maximum of two (2) teachers per year shall be granted a two-year unpaid leave of absence to allow the teacher(s) to investigate an alternative career outside the field of education. In order to qualify for such leave, a teacher must:

1. Have at least ten (10) years experience in District 206, and
2. Submit written application no later than January 1st prior to the school year in which the leave is to commence.

Approval for the leave shall be contingent upon the district's ability to secure an acceptable replacement teacher.

In the event the District receives more than two proper applications in any given year, the two most senior teachers shall be granted the leaves.

Applicants shall be notified whether or not the applications are approved no later than April 1st after submission of the application.

The two-year alternative career leave may not be extended and no teacher may be granted more than one such leave during his/her career in the District.

Section 11 – Notice of Return from Leave

Persons on non-paid leave shall state in writing no later than March 1st of the school year that they are on leave whether or not they will return to the District the following school year. It is the responsibility of the person on leave to take this step; if notice of intent to return is not received from the person on leave by March 1st, the position shall be considered open and the person on leave to have resigned.

ARTICLE VI – SALARIES AND FRINGE BENEFITS

Section 1 – 2007-08 Salary Schedule

EXPER	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
0	43128	44484	46615	48552	50489	52426	54362
1	44097	45486	47881	49877	51871	53626	55611
2	45065	46489	49147	51202	53255	54827	56861
3	46033	47491	50415	52525	54637	56028	58110
4	47001	48493	51681	53852	56020	57416	59555
5	47971	49497	52948	55177	57404	58837	61034
6	48939	50499	54216	56500	58786	60255	62508
7	49908	51501	55482	57825	60170	61677	63986
8	50876	52503	56749	59150	61552	63090	65457
9	51845	53506	58015	60475	62935	64516	66941
10	55138	56512	59282	61800	64317	65937	68419
11	55138	57714	60548	63125	65701	67364	69904
12	55138	57714	62239	64891	67545	69252	71868
13	55138	57714	63927	66658	69390	71639	74351
14	55138	57714	65616	68425	71233	74042	76850
15	55138	57714	67727	70632	73537	76443	79349
16	55138	57714	69838	72840	75843	78845	81848
17	55138	57714	74060	77257	79401	81246	84346
18	55138	57714	78283	80452	81672	83649	86844
19	55138	57714	82505	85062	86088	88451	91842
20	55138	76963	85227	86814	88207	90376	92427

Doctorate: MA+60 + \$2,759

Longevity: 20–24 years of service: \$4,592 (includes those at step 20 with less than 20 years service)

25–29 years of service: \$5,166

30+ years of service: \$5,740

ARTICLE VI – SALARIES AND FRINGE BENEFITS

Section 1 – 2008-09 Salary Schedule

EXPER	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
0	44637	46041	48247	50251	52256	54260	56264
1	45640	47078	49556	51622	53687	55503	57558
2	46642	48116	50867	52994	55119	56746	58851
3	47644	49153	52179	54364	56549	57989	60144
4	48646	50190	53490	55736	57981	59426	61639
5	49650	51229	54801	57108	59413	60897	63170
6	50652	52266	56113	58478	60844	62364	64696
7	51655	53304	57424	59849	62275	63836	66226
8	52657	54341	58735	61221	63706	65298	67748
9	53659	55378	60046	62592	65138	66774	69284
10	57067	58490	61357	63963	66569	68245	70814
11	57067	59734	62667	65335	68000	69722	72350
12	57067	59734	64417	67162	69909	71676	74383
13	57067	59734	66164	68991	71818	74146	76953
14	57067	59734	67912	70820	73727	76633	79540
15	57067	59734	70098	73104	76111	79119	82126
16	57067	59734	72282	75389	78497	81604	84712
17	57067	59734	76652	79961	82180	84090	87298
18	57067	59734	81023	83268	84531	86577	89884
19	57067	59734	85393	88039	89101	91547	95057
20	57067	79657	88210	89853	91294	93539	95662

Doctorate: MA+60 + \$2,759

Longevity: 20–24 years of service: \$4,752 (includes those at step 20 with less than 20 years service)

25–29 years of service: \$5,346

30+ years of service: \$5,940

ARTICLE VI – SALARIES AND FRINGE BENEFITS

Section 1 – 2009-10 Salary Schedule

EXPER	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
0	45976	47422	49694	51758	53824	55888	57952
1	47010	48491	51043	53171	55298	57168	59284
2	48042	49559	52393	54583	56772	58448	60616
3	49074	50628	53745	55995	58246	59728	61948
4	50106	51696	55095	57408	59721	61208	63488
5	51139	52766	56445	58821	61195	62723	65066
6	52171	53834	57797	60232	62669	64235	66636
7	53205	54903	59147	61645	64144	65751	68212
8	54237	55971	60497	63057	65617	67257	69781
9	55269	57040	61847	64470	67092	68777	71362
10	58779	60245	63197	65882	68566	70292	72938
11	58779	61526	64548	67295	70040	71814	74521
12	58779	61526	66349	69177	72006	73826	76615
13	58779	61526	68149	71061	73973	76371	79262
14	58779	61526	69950	72945	75938	78932	81926
15	58779	61526	72201	75297	78395	81492	84590
16	58779	61526	74451	77651	80852	84052	87254
17	58779	61526	78952	82359	84646	86613	89917
18	58779	61526	83454	85766	87067	89174	92581
19	58779	61526	87955	90680	91774	94293	97909
20	58779	82047	90856	92548	94033	96345	98532

Doctorate: MA+60 + \$2,759

Longevity: 20–24 years of service: \$4,895 (includes those at step 20 with less than 20 years service)

25–29 years of service: \$5,507

30+ years of service: \$6,119

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ARTICLE VI (cont'd.)

- A. Doctorate = MA+60 plus \$2,759.
- B. The teacher will pay for his/her own contribution to the Teachers' Retirement System. If any TRS contributions are refunded in the future, then the teacher will be entitled to the full amount of the refund. The Board shall pay one-half of any future increase in the teacher's portion of the TRS contribution above 9.4%.
- C. The Board shall establish a flexible spending account/flexible benefits program for child care, health, and dental expenses which complies with Section 125 of the Internal Revenue Code. The Board shall pay all expenses related thereto.
- D. A one-time signing bonus of \$2,208 will be provided to new teachers in subject areas where there is a critical need as mutually agreed upon by the Administration and the Association. This applies both to teachers new to the district and to teachers currently employed in the district who acquire additional certification to address the shortage.
- E. Full-time teachers in the Alternative School Program will received an annual stipend of \$3,311, prorated over the school year, similar to salary. Teachers who do not teach at the Alternative School and agree to teach a full class of Alternative School students shall receive 1/3 of the Alternative School stipend per class, prorated over the school year.
- F. Longevity bonus will be increased each year by contract percentage increase to base salary each year.

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
30+ Years of Service	5740	5940	6119
25-29 Years of Service	5166	5346	5507
20-24 Years of Service	4592	4752	4895

Those persons who have less than 20 years in the District, yet are placed at 20 years on the salary schedule are entitled to the 20-24 Years of Service bonus. Such members shall remain in the 20-24 Years of Service category until they reach 25 years of service in the District, at which time they will be placed in the appropriate category.

Longevity Bonuses shall be paid in two equal payments, one in December and one in May.

- G. Association members excluded from the conference/planning period provision shall be paid a stipend as indicated below:

\$6898 Deans, Counselors, Technology Coordinators
 \$3449 Social Workers, Truant Officers, Nurses, Librarians, and Substance Abuse Coordinators

ARTICLE VI (cont'd.)

Section 2 – CPI Adjustment

Each bargaining unit member who teaches for an entire school year shall receive, over the term of the subsequent school year, an amount of money as additional salary for the year reflecting the percentage of increase in the Bureau of Labor Statistics, U.S. Department of Labor, Consumer Price Index, for the Chicago Standard Metropolitan Area, hereinafter referred to as the “CPI”, according to the formula set forth below.

The additional sum, if any, shall be determined by measuring the increase in the CPI during the period of time beginning July 1st and ending June 30th of the previous year (hereinafter referred to as the “computation base period”), as reported on the next reporting date after June 30th.

If the increase in the CPI during the computation base period equals or exceeds 10.1 percent, then an adjustment will be made based on a factor of ½ of one percent of CPI increase over 10.1 percent.

The salary, exclusive of Board paid retirement, extra-curricular pay, etc., which was paid to each teacher as indicated on the Salary Schedules, shall be the base amount on which the adjustment is computed.

The amount of the adjustment is computed on the computation base period shall be paid to each teacher during the subsequent school year; namely, the adjustment, if any, will be paid over the 26 pay periods of the subsequent school year.

In no event, however, shall the additional sum paid as an adjustment be greater than two (2) percent of the salary actually paid during the computation base period, and then only if the increase in the CPI during the computation base period equals or exceeds 14 percent.

ARTICLE VI (cont'd.)

Section 3 – 2007-08 & 2008-09 & 2009-10 Schedule of Pay Dates

Paydays will be on the 15th and 30th of the month, except in February and when dates fall on weekends. At these times, paydays will be on the nearest work day before it.

<u>2007-2008</u>		<u>2008-2009</u>		<u>2009-2010</u>	
August	24, 2007 30	August	29, 2008	August	28, 2009
September	14 28	September	15 30	September	15 30
October	15 30	October	15 30	October	15 30
November	15 30	November	14 26	November	13 30
December	14 28	December	15 30	December	15 30
January	15, 2008 30	January	15, 2009 30	January	15, 2010 29
February	15 29	February	13 27	February	12 26
March	14 28	March	13 30	March	15 30
April	15 30	April	15 30	April	15 30
May	15 30	May	15 29	May	14 28
June	13 30	June	15 30	June	15 30
July	15 30	July	15 30	July	15 30
August	15	August	14	August	13

ARTICLE VI (cont'd.)

Section 4 – Extra Curricular Salary Schedule

Extra curricular, extra duty and addendum positions shall first be offered to all teachers regularly employed during the regular school year by the District. If teachers regularly employed by the District during the regular school year do not apply for all such positions, then the remaining positions may be filled from the outside, such persons to be paid at a rate of pay equal to the amount set herein. At the discretion of the administration, positions held by others at the end of the 1999-2000 school year shall continue to hold those positions.

Association members may volunteer on an unpaid basis to fill extra curricular/extra duty positions covered by this contract if they initiate the contact. All other positions will be filled on a paid basis according to the terms of this contract.

‘NEW CLUBS’ – Recommendations concerning new clubs, if any, may be made by a committee composed of the Superintendent, Principals of each building, President of the BTHSFA, and one teacher from each division appointed by the President of the Association. Such recommendation shall be advisory only upon the Board of Education.

Effective with the 1985-86 school year, placement on a step on the extra pay schedule shall include previous experience if, and only if, such previous experience was in the same specific sport or activity. This provision shall be applied prospectively only, and shall not impact the step placement of current sponsors or coaches so long as they continue in the same sport or activity.

Lane A

Varsity Football

Varsity Men’s Basketball

Varsity Women’s Basketball

Band Director

Varsity Wrestling

Varsity Men’s Track (Indoor & Outdoor)

Varsity Women’s Track (Indoor & Outdoor)

Lane B

Varsity Men’s Baseball

Varsity Women’s Gymnastics

Varsity Women’s Volleyball

Varsity Women’s Softball

Vocal Music Director

Lane C

Varsity Men’s Cross-Country

Varsity Men’s Golf

Varsity Men’s Tennis

Varsity Men’s Soccer

Varsity Cheerleading – Winter

Ticket Manager

Scholastic Bowl Coaches

National Honor Society

Junior Class (2)*

Tech Theater Director

Varsity Women’s Soccer

Varsity Women’s Cross Country

Varsity Cheerleading – Fall

Director of Dramatic Arts – Fall Play **

Mathletes Coaches

Senior Class (2)*

Student Council (2)*

ARTICLE VI (cont'd.)

Lane D

Sophomore Cheerleading – Winter
Forensics Director
Musical – Spring Production
BPA/Co-Op BPA
VICA Machine Shop
VICA Automotive
VICA Graphic Arts
VICA Welding

Sophomore Cheerleading – Fall
Pom Pon Squad
Non-Athletic Coaches
 Chess Debate
 Forensics Bowling
VICA (2)*

Lane E

Assistant Ticket Manager
Three One-Act Plays
Production Assistant (Fall)
Production Assistant (Spring)
T.A.A.S. (Bloom Trail)
Rayo Club (Bloom)
Afro American Club (Bloom)
Art Club

Twirling Club
Letter Club
Flag Persons
Erjicero Latino Club (Bloom Trail)
Journalism/Newspaper

Lane F

Freshman Class
Literary Magazine/Creative Writing Club
Science Fair Chairperson
Sophomore Class
Quill & Scroll
Book Club

Alt. School Volleyball
Alt. School Varsity Softball
Alt. School Varsity Flag Football
Alt. School Student Council
Alt. School Varsity Head Basketball

Lane G

Interact Club
Dance Troupe (2)*
Concession Stand Manager
One-Act Plays
French Club
Gospel Choir
Key Club

Club Sponsors (includes Alt. School)
Alt. School Ass't. Volleyball
Alt. School Ass't. Softball
Alt. School Ass't. Flag Football
Alt. School Ass't. Varsity Basketball
Community Sports Program

All Head Sophomore Coaches and all Head Freshman Coaches pay at one lane less than varsity coach.

All assistant coaches pay at two lanes less than varsity coach except as specified above. Assistant Athletic Director: pay at 16% of 0 Step of BA lane.

*One stipend per person.

**Drama Program Director, including Fall Production

ARTICLE VI (cont'd.)

Each extra curricular position will be paid based on unit values. All positions will be assigned a unit value. The values for any extra curricular positions not listed in this contract will be determined by agreement between the Administration and the Association. One unit value will be equal to 0.189% (0.00189) of the BA-0 pay (before TRS). Pay is determined by multiplying the unit value times the number of units times the base pay rounded to whole dollars.

Extra-Curricular Table of Units

Step/Lane	A	B	C	D	E	F	G
1-2	73	56	44	34	23	17	12
3-4	78	61	50	39	28	23	18
5-6	84	67	56	44	34	28	23
7-8	89	73	61	50	39	34	28
9-10	95	78	67	56	44	39	34
11+	100	83	72	61	50	44	39

Game Worker Pay

Game workers, Official Score Keepers, Official Time Keepers, and other District supplied personnel, not otherwise mentioned in this section, at athletic and other competitive events shall be paid the following rates per event:

	<u>W/O TRS</u>	<u>W/TRS</u>
Mathlete/Scholastic Bowl Judge	\$55	\$61
Speech/Forensic Debate	\$65	\$72
<u>Varsity/Sophomore Event Rates</u>		
Game Worker	\$45	\$50
Official Athletic Game Record Keeper	\$50	\$55
Official Athletic Game Time Keeper	\$50	\$55
Announcer	\$45	\$50
Statistician	\$45	\$50
<u>Freshman Event Rates</u>		
Game Worker	\$40	\$44
Official Athletic Game Record Keeper	\$45	\$50
Official Athletic Game Time Keeper	\$45	\$50
Announcer	\$40	\$44
Statistician	\$40	\$44

The Official Athletic Game Record Keeper and the Official Athletic Game Time Keeper are determined by whether or not an IHSA, SICA or other official must sign the record book or score book. If an IHSA, SICA or other official must sign the record book or score book, then the record keeper and time keeper are Official Record Keeper and Official Time Keeper.

Extra-Curricular Salaries

2007-08 Extra-Curricular

Step/Lane	A	B	C	D	E	F	G
1-2	5950	4565	3587	2771	1875	1386	978
3-4	6358	4972	4076	3179	2282	1875	1467
5-6	6847	5461	4565	3587	2771	2282	1875
7-8	7255	5950	4972	4076	3179	2771	2282
9-10	7744	6358	5461	4565	3587	3179	2771
11+	8151	6765	5869	4972	4076	3587	3179

2008-09 Extra Curricular

Step/Lane	A	B	C	D	E	F	G
1-2	6159	4724	3712	2868	1940	1434	1012
3-4	6580	5146	4218	3290	2362	1940	1519
5-6	7087	5652	4724	3712	2868	2362	1940
7-8	7508	6159	5146	4218	3290	2868	2362
9-10	8015	6580	5652	4724	3712	3290	2868
11+	8436	7002	6074	5146	4218	3712	3290

2009-10 Extra Curricular

Step/Lane	A	B	C	D	E	F	G
1-2	6343	4866	3823	2954	1999	1477	1043
3-4	6778	5301	4345	3389	2433	1999	1564
5-6	7299	5822	4866	3823	2954	2433	1999
7-8	7734	6343	5301	4345	3389	2954	2433
9-10	8255	6778	5822	4866	3823	3389	2954
11+	8689	7212	6256	5301	4345	3823	3389

Section 5 – Half-time Registered Nurse Salary: Pay at 65% of 0 Step of BA lane.

Section 6 – Reclassification

- A. Teachers who plan to take courses leading to university credit beyond the BA degree in order to earn credit on the salary schedule should have their Building Principal approve their Course Work Approval Sheets prior to their enrollment in such courses. Approval will be based on the relation of the coursework to the needs of the District. Course Work Approval Sheets must be received in the Office of Human Resources prior to taking the course(s). It is the teacher’s responsibility to get their Principal’s approval and then forward the approved form to the Office of Human Resources.

ARTICLE VI (cont'd.)

- B. As the coursework is completed, the professional staff member should notify the Office of Human Resources of request for reclassification. Evidence (official transcripts) are to be received in the Office of Human Resources no later than October 1st in order to be considered for the first semester of the current school year and no later than February 1st in order to be considered for the second semester of the current school year.
- C. Salary reclassification will be made no later than the regularly scheduled School Board meetings in October and February of the current school year.

Section 7 – Differentials

- A. The Deans, Social Workers, Truant Officer, and Psychologists' duties shall include one week of work (5 work days) during the summer. They shall be paid at the hourly summer school rate for this work. The work day shall be defined as eight (8) hours.
- B. The Special Population Coordinators and Department Representatives' duties shall include one weeks work (5 work days) during the summer. Additional days may be added at the discretion of the principal if work is not completed. They shall be paid at the hourly summer school rate for this work. The work day shall be defined as eight (8) hours.
- C. The Counselors' duties shall include three weeks work (15 work days) during the summer. They shall be paid at the hourly summer school rate for this work. The work day shall be defined as eight (8) hours.
- D. In the absence of one or more deans, and the increased burden of the office and its personnel, the matter may be brought to the attention of the administrator in charge of the dean function who shall seek remedy for immediate and long-range relief.
- E. Duties for all teachers required to do summer work will be determined by the Principal or his/her designee.
- F. Summer work will be paid at the hourly summer school rate.

Section 8 – Mileage

Mileage paid for authorized school use of personal car, including homebound instruction, should be at the current rate as determined by the Internal Revenue Service. Commuters will be paid at the rate of five (5) miles per trip per school day.

Section 9 – Internal Substitution Pay

Internal substitute pay will be \$24.28 per class period for the duration of this agreement.

A teacher may be required to perform a third internal substitution per year without compensation, only after all teachers available that period in the building have performed the two required without compensation as enumerated elsewhere in this Agreement.

ARTICLE VI (cont'd.)

Section 10 – Additional Class Assignment

An additional class assignment with enrollment of five (5) or more students shall be paid at the rate of 21% of 0 step of BA lane. An additional class assignment with enrollment of four (4) or less students shall be paid for at a rate per period which equals the hourly rate for summer school teaching. An additional study hall assignment shall be paid for at the supervisory rate.

The summer school rate will not apply when a small class results from inability to balance sections or a course.

Section 11 – Supervision Pay

Paid supervision (except where listed below) shall be paid at the rate of \$23.18 per block class period for the duration of this agreement. Alternative School paid supervision shall be paid at the rate of \$15.45 per class period for the duration of this agreement.

The following extra-duty supervisions shall be paid at the rate of \$15.45 for the duration of this agreement for one supervision:

Breakfast duty	one-half supervision
Before school bus duty	one-half supervision
After school bus duty	one-half supervision
Lunch duty	one supervision
Before school parking lot	one supervision
After school dean's detentions	one supervision
Washroom duty	one-half supervision
Attendance Office	one supervision
Commons lunch duty	one supervision
Fifteen minutes before school	15/55 th supervision
Ten minutes after school	10/55 th supervision
Commuter supervision	one supervision
Community service supervisor	one supervision
Tardy check	one supervision
Block tardy check	one and one-half supervision
Study Hall, 25-minute period	one-half supervision
Block study hall	one and one-half supervision
Hall duty	one supervision
Block hall duty	one and one-half supervision

Section 12 – Driver Education

The classroom theory will be paid at a rate of \$33.11. The behind the wheel rate will be \$27.59.

ARTICLE VI (cont'd.)

Section 13 – Saturday Suspension

The Saturday Suspension rate per period is \$23.18.

Section 14 – Remedial Education

- A. The Board of Education and the Faculty Association recognize the special needs involved in the education of exceptional children. Their education is best met when there are specifically certified teachers, an appropriate educational program, and a supportive staff.

Teachers responsible for three or more classes of remedial education students shall receive a stipend of \$1,766 per year.

Any teacher receiving the \$1,766 stipend will participate in Eligibilities, Annual Reviews or any other staffing during their conference period without additional compensation. Teachers who currently have a student that is scheduled for an Eligibility, Annual Review or any other staffing, will be required to attend during their conference period without extra compensation up to four (4) times per year. After four, they will be compensated at the internal substitution rate. Teachers who attend these meetings during their conference period and do not currently have the student in class will be compensated at the internal substitution rate.

Teachers who leave a paid duty to attend said meetings during their conference period will not lose their compensation for that duty.

Teachers responsible for students who need to be evaluated through Illinois Alternative Assessments (IAA) will receive an extra stipend. If the teacher is responsible for the entire assessment, the teacher will receive a stipend of \$275.94 per student for each student being evaluated in a given year. If the teacher is responsible for a portion of the assessment, the teacher will receive a prorated portion of the stipend for each student they help to evaluate in a given year.

- B. Since the education of some exceptional children is involved in the entire school curriculum, the Board recognizes the desirability of teachers outside the Remedial Education department having some training in the field. The district will provide in-service staff development as part of the total staff development program during scheduled institutes for all faculty regarding remedial education and the new state mandates for these programs. The content will be determined by the in-service committee.
- C. The hygiene and/or medical care for remedial education students will not be the sole responsibility of the classroom teacher.

ARTICLE VI (cont'd.)

Section 15 – Professional Growth Reimbursement

The Board shall reimburse teachers for the cost of tuition and cost of required textbooks for approved classes taken or for costs incurred while working towards National Board for Professional Teaching Standards (NBPTS) certification. Reimbursement costs will be capped at a maximum of \$550 for the 2007-08 school year, \$575 for the 2008-09 school year, and \$600 for the 2009-2010 school year. Reimbursement costs will be applied toward the maximum cap in the contract year that the class began. Teachers may submit course work completed during their first year of teaching for reimbursement during their second year in the District.

Teachers who have formally declared their intent to retire are no longer eligible for this benefit.

Section 16 – Term Group Life Insurance

The Board will make available no later than within 30 days of the beginning of the school year, or date of employment, \$40,000 term life insurance including accidental death and dismemberment provisions for all bargaining unit personnel.

Each teacher may, at his/her own expense, purchase an additional \$40,000 life insurance at the district’s group rate.

Section 17 – Health and Dental Insurance

- A. At the option of the teacher, Single, Single + 1 or Family health insurance may be elected at the following cost:

	<u>Select</u>			<u>PPO</u>		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Single	\$25	\$30	\$35	\$75	\$85	\$95
Single + 1	\$50	\$55	\$60	\$110	\$120	\$130
Family	\$75	\$80	\$85	\$150	\$160	\$170

Specific provisions of the insurance plan are found in Appendix E.

- B. The Board will pay the full premium for Dental Insurance for each individual teacher as called for in the insurance carrier’s master contracts with the district or will pay the amount of said individual premium toward the cost of family coverage.

ARTICLE VI (cont'd.)

- C. A teacher may continue his/her health and term life insurance at his/her own expense if the Board has granted him/her a leave of absence. It is the responsibility of the teacher to contact the Business Manager and make the necessary arrangements within 30 days after the leave begins.
- D. An employee retiring from the District may continue, at his/her own expense, the medical program until age 65 provided he/she has completed at least ten (10) years of service in the District. To be eligible for this coverage, the employee must meet the requirement of the Illinois Teacher's Retirement Program and must not be insured under another group plan. Payment of the premium is to be made to the school district six months in advance, and it is the responsibility of the retired teacher to make certain that such payments are made.
- E. A joint committee of representatives from the Board, the administration and the Faculty Association will meet from time to time to collect and analyze all relevant information and make recommendations to the Board with respect to any necessary changes in the insurance benefits provided for in this Agreement, which recommendations shall be advisory only, but the determination of the Board shall be final.
- F. Any faculty member who is terminated for cause (including release for poor performance) during or at the end of the school year, and who receives all final contractual compensation at the time of separation, or no later than the next regularly scheduled payday, will become eligible for COBRA, effective the date of the final payday when final compensation is paid. Continuation on the District's insurance plan will be under conditions specified by COBRA. This section does not apply to those members not returning through no cause of their own, i.e. reduction in force or non-renewal.
- G. The Board agrees to pay the full premium for individual coverage for a vision plan for active teachers only. At the option of the teacher, Single+1 or Family coverage may be elected at the following cost:

Single+1: teacher pays the difference in premium between Single+1 and Single coverage.

Family: teacher pays the difference in premium between Family and Single coverage.

Section 18 – Disability Insurance Option

The Board shall make available for purchase at the teacher's own expense a group disability insurance plan. The specific plan will be mutually agreed upon between the Board and the Faculty Association.

ARTICLE VI (cont'd.)

Section 19 – Joint Insurance Committee

Both parties agree to form a joint BTHSFA/Administration insurance committee to explore cafeteria plans, individually tailored policies and cost containments. Findings should result in no loss of benefits to the faculty. Should the Association and Board be unable to agree upon a plan, insurance benefits will remain as stated in the remainder of this section.

ARTICLE VII – DURATION

This Agreement shall be effective on the 1st day of July, 2007 and shall remain in full force and in effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

FOR THE BLOOM TOWNSHIP HIGH SCHOOL FACULTY ASSOCIATION

FOR THE BOARD OF EDUCATION HIGH SCHOOL DISTRICT #206

For the Board of Education

For the Faculty Association

Date

Date

APPENDIX A

EQUAL OPPORTUNITY EMPLOYMENT POLICY

Persons who in the judgment of the Superintendent or his designee(s) are most qualified for each position open will be recommended to the District 206 Board of Education. All persons regardless of race, sex or creed who meet the certification and other minimal requirements will be considered for positions for which they apply.

The Board of Education directs its administrative officers to make special efforts to recruit persons for all positions which become open to the end that the various categories of employees taken as an aggregate will fairly represent both sexes and the ethnic composition of the community. The Board of Education thereby recognizes both its responsibility as an equal opportunity employer and the desirability of models within the various groups of employees from both sexes and various ethnic groups for our students.

Assessment of training and/or educational background, evaluations of previous work and/or clinical/pre-employment practicum experience, ability to work with students and/or adults, general aptitude and specific job related skills and aptitudes, reliability, and other desirable personal traits are important factors to be considered in assessing the most qualified among applicants for a particular position. The relative importance of these factors will vary with the type of position open. Another factor to be considered is the models which are presented by staff members for our students. The importance of a staff with ethnically diverse models representing both sexes means that these factors will also be considered in seeking the most qualified candidates.

APPENDIX B

GUIDELINES FOR IMPLEMENTATION OF ARTICLE IV; SECTION 13 – DAMAGE TO PROPERTY

The following terms shall apply in determining the qualification for reimbursement under this section:

- A. Where possible, teachers will cause such items to be stored in a locked space.
 - 1. Teachers will lock rooms and/or office space when not present.
 - 2. Teachers will report such loss, damage or destruction to appropriate administrators as soon as possible and not later than one week from date of such loss, damage or destruction.
- B. Circumstances in which a teacher shall be so reimbursed will include, but not be limited to the following:
 - 1. Instances where forced entry has occurred.
 - 2. Instances where students damage/destroy/remove such items despite teacher's attempt to prevent same.
- C. The Board may elect to pay cost of repair to damaged property rather than replacement when such repair is less costly and will restore item to its condition before incident.
- D. Teachers responsible for damage to school property due to negligence are responsible for in-kind replacement or repair not reimbursed by the school's insurance policy. In-house labor will be used whenever practical. When in-house labor is not practical, the teacher has the right to request the district to seek alternate qualified bids.

APPENDIX C

SUPERVISION PREFERENCE FORM

Make 2 choices. Mark 1 for your first choice and 2 for your second choice. Every effort will be made to honor the teacher's first choice.

- _____ Study Hall/Resource Center
- _____ Washroom Supervisor*
- _____ Cafeteria Duty
- _____ Commuter Supervision
- _____ Hall Duty--Before, during or after school
- _____ Attendance Office or Dean's Office – Before or during school
- _____ Bus Duty (all year)
 - _____ Morning
 - _____ 9th, 10th, or 11th period
 - _____ Commuter Supervision
- _____ Breakfast Duty
- _____ Dean Detention Room – 10th or 11th period
- _____ No Point Center**
- _____ Social Skills Reinforcement Areas**
- _____ Pool Room**
- _____ Video Room**
- _____ Assign me as needed
- _____ 2 half hour study halls/cafeteria/or other periods for the year

Supervision is for one semester unless otherwise noted.

* Five (5) passing periods per day for one (1) semester

** Alternative School only

APPENDIX D

GUIDELINES FORE IMPLEMENTATION OF ARTICLE IV: SECTION 12 – LEGAL RIGHTS

The following terms shall apply in implementing the health and safety issues under this section.

- A. The Board shall provide for staffing the nurse's office for the entire school day and further provide for a method of communicating with the nurse in emergency situations. This will relieve any classroom teacher from being asked to perform any procedures and/or make any judgment normally the responsibility of the school nurse. A teacher would be called upon only in an emergency.
- B. Teachers shall act as a member of a bomb detection unit only under the following conditions:
 - 1. They hold no liability for the results of their actions, serving only in an advisory capacity.
 - 2. The teacher(s) will be trained by authorized experts and this training should occur annually.
 - 3. They are selected on a strictly voluntary basis.
- C. The Board will attempt to make Bloom High School more handicapped accessible in areas where it is reasonable and practical.
- D. The Board will attempt to make reasonable modifications to certain classroom/laboratories to provide for reducing hazards due to overcrowding.
- E. The Board/Administration shall provide the Association with the 10-year inspection report, as it becomes available at each building.
- F. Concerns regarding health and safety issues will be directed to the building Principal.

APPENDIX E

BLOOM TOWNSHIP HIGH SCHOOL DISTRICT #206
HEALTH CARE SCHEDULE OF BENEFITS-PPO PLAN

<u>BENEFITS</u>	<u>PPO</u>	<u>OUT OF NETWORK</u>
Calendar Year Deductible All Causes	\$250 Indiv/\$750 Family	\$500 Indiv/\$1500 Family
Calendar Year Max out of Pocket All Causes	\$750 Indiv/\$2250 Family (includes deductible)	\$3500 Indiv/\$10,500 Family (Includes deductible)
Supplemental Accident Benefit w/in 24 hrs Emergency Room	First \$500 @ 100% Deductible then 90% \$50	First \$500 @ 100% Deductible then 70%, Select then 60%
Inpatient Hospital	Deductible then 90%	Deductible then 70%, Select then 60%
Outpatient Hospital Surgery Lab & X-Ray	Deductible then 90% Deductible then 90%	Deductible then 70%, Select then 60% Deductible then 70%, Select then 60%
Physician's Charges		
Office Visit	\$30 Co-Pay + 100%	Deductible then 70%
Therapeutic/Allergy	Deductible then 90%	Deductible then 70%, Select then 60%
Injections/Serum	Deductible then 90%	Deductible then 70%, Select then 60%
No Office Visit Charged	Deductible then 90%	Deductible then 70%, Select then 60%
Inpatient Hospital Visits	Deductible then 90%	Deductible then 70%, Select then 60%
Hospital Surgery/Anesthesia	Deductible then 90%	Deductible then 70%, Select then 60%
Office Surgery/Anesthesia	\$30 Co-Pay then 90%	Deductible then 70%, Select then 60%
Voluntary Second Opinion	100%	Not Covered
Wellness		
Immunizations/Inoculations	\$30 Co-Pay then 100%	Not Covered
Periodic Exam (annual)	\$30 Co-Pay then 100%	Not Covered
Well-Child Care	\$30 Co-Pay then 100%	Not Covered
Mammogram (annual)	\$30 Co-Pay then 100%	Not Covered
Vision/Hearing Exam (annual)	\$30 Co-Pay then 100%	Not Covered
PSA (prostate)	\$30 Co-Pay then 100%	Not Covered
Diagnostic X-Ray/Lab WIOC		
Inpatient Hospital	\$30 Co-Pay then 90%	Deductible then 70%, Select then 60%
Outpatient Hospital	\$30 Co-Pay then 90%	Deductible then 70%, Select then 60%
Independent Laboratory	\$30 Co-Pay then 90% (Lab1-100%)	Deductible then 70%, Select then 60%
Physician's Office	\$30 Co-Pay + 100%	Deductible then 70%

Prescription Drugs Prescription Drug Card	\$10 Co-Pay Generic \$25 Co-Pay Formulary \$40 Co-Pay Brand Mail Order Required for qualifying prescriptions (3 Month Supply – 2 Months Co-Pay, except Fagen which will be 2 ½)	No Out of Network Benefit No Out of Network Benefit No Out of Network Benefit
Oral Contraceptives	Mail Order Only	
Dermatological Products External creams & lotions	No longer eligible through mail order	
Durable Medical Equipment (Includes Orthotics & Prosthetics Limited to \$3500 annual)	Deductible then 90%	Deductible then 70%, Select then 60%
Ambulance Air or ground ambulance Services-medically necessary	\$50 Co-Pay then 90%	Deductible then 70%
Mental Health/Substance Abuse Inpatient (50 day annual limit) Outpatient (50 visit annual limit)	\$30 Co-Pay then 90% \$30 Co-Pay then 90%	Deductible then 65% Deductible then 65%
Home Health Service 180 lifetime/60 annual visits – In and out of network	Deductible then 90%	Deductible then 70%
Therapy (60 visits annually) Physical Occupational Speech	Deductible then 90% Deductible then 90% Deductible then 90%	Deductible then 70% Deductible then 70% Deductible then 70%
Hospice 26 week limit	Deductible then 90%	Deductible then 70%
Acupuncture	None	None
Chiropractic Limit \$1500 annually	Deductible then 90%	Deductible then 70%
Dental Care Limit \$2000 annually	None	None
TMJ \$1000 Lifetime Maximum	Deductible then 90%	None
Skilled Nursing Facility 60 Day annual limit	Deductible then 90%	Deductible then 70%

This schedule is a benefit summary of the PPO plan only. The Select PPO out-of-network schedule of benefits differs and can be obtained from the Administrative Office upon request.

Vision Plan: for active teacher (not retirees still on district insurance)

- Eye exam, Glasses (lenses and frames), Contact lenses
- Single - No Cost
- Single+1 – teacher pays the difference between Single+1 and Single premium.
- Family – teacher pays the difference between Family and Single premium.

Board paid 8 session Employee Assistance Plan covers all faculty.

APPENDIX F

FACULTY DRESS GUIDELINES

As both parties agree that there is a need for professional dress by the staff, we establish the following guidelines:

- Skirts should be no shorter than 4 inches above mid-knee.
- No cleavage should show.
- No form-fitting shirts of any kind should be worn.
- Tee shirts/sweatshirts should only be worn on spirit days or to signify other special events (i.e. to advertise a school play or musical).
- Denim should be without holes, fringe, or excessive or faddish fading. “Blue jean” pants should only be worn per the guidelines for tee shirts/sweatshirts or when the class activity merits their wear (i.e. auto shop class or ceramics class).
- No sweatpants/shorts should be worn other than by the Physical Education department staff.
- Shirts, with or without a collar, should be in good taste and meet the other guidelines as outlined above.

As role models, our appearance should reflect not only good taste and good hygiene, but also our status as professionals.

The above guidelines may be relaxed, on an individual basis, based on extenuating circumstances.

GUIDELINES

COMMUNICATION

- A. In order to facilitate and improve communication between the Board, Administration and Faculty, it is suggested that two (2) meetings per year be held between the parties (October and May are suggested as meeting times). The entire Faculty Governing Board would meet with the Board, District officers and three Principals and would discuss in a “Win-Win” type communications laboratory those items on the agenda mutually beneficial to each side.
- B. In the same vein, communications at the building level would be enhanced by periodic meetings (quarterly) between the Principal and his Administrative Council and the Faculty Association Vice-President for that building and the other Members of the Governing Board from that building. The months of October, January, March, April and May are suggested with the agenda developed at least ten (10) days in advance of the meeting.

PERSONAL/EMERGENCY LEAVE

A teacher requesting personal/emergency leave need only write personal business on the request form but must verbalize the reason for the request to the Principal if so asked.

PERSONAL/EMERGENCY LEAVE FOR RELIGIOUS HOLIDAYS

A teacher who needs more than three (3) personal/emergency leave days annually because of the need to celebrate religious holidays may make the request for same. When approved, those days in excess of three (3) days will result in a corresponding reduction of sick leave days.

MAINTENANCE

A Faculty Association Member will accompany the Board of Education Building Committee on the building “walk-thrus” at each campus.

CLASS SIZE GUIDELINE

In order to show our common interest in providing the best education possible for District 206 students, both the administration and BTHSFA acknowledge that class size is an important issue. Therefore, every effort will be made to maintain reasonable class size standards.

It is the responsibility of the faculty, as well as the administration, to help maintain reasonable class sizes. If faculty members feel they have legitimate overloads, they are to notify in writing the Assistant Principal in charge of scheduling, the Department Representative and the Faculty Association Vice-President within ten (10) days of the beginning of the semester. This will allow both parties to implement existing class size contract language to help alleviate problems.

STRUCTURE FOR STANDARDS COMMITTEE

The Standards Committee shall consist of 6-10 faculty members appointed by the BTHSFA and a Board committee of at least three (3). The faculty members on the committee would be responsible for gathering all pertinent information and reporting back to the full committee. We would hope to set a maximum of four meetings in a year's time.

The ultimate goal of the committee is to upgrade academic and behavioral expectations of students entering District 206. We hope to influence teachers, administrators, parents and school Board members.

A sampling of avenues to explore:

- A. Current trends in student expectations.
- B. Relationship between discipline and academic performance.
- C. Perceptions of discipline at each campus.
- D. Present academic expectations and standards at each campus.
- E. Visits to feeder schools to discuss expectations (meetings should include parents).

ADDENDUM TO CONTRACT
FOR THE SCHOOL YEAR 2007-2010

- A. Defining terms: We have agreed for the purpose of this contract to define six (6) weeks as an interim and nine (9) weeks as a term.
- B. Article II; section 5 (p. 4): “the Association President shall be granted one class period per day per school year for Association business. The Association shall guarantee that teachers shall serve two block periods per school year of internal substitution at no pay, or shall guarantee payment for procurement of needed internal substitution, to compensate the District for released time of the Association President’s period.”
- C. Article IV; section 1; part A (p. 9): The first paragraph should read, “...teacher assignment shall be 25 clock hours...”

The third paragraph should read, “There shall not be more than six (6) regular classes on a non-alternating day and three (3) regular classes on an alternating day assigned at any one time to the teacher within the 25 hours...”

The fourth paragraph should read, “No more than two evening meetings per school year with parents...”

- D. Article IV; section 1; part B (p. 9): “A teacher’s schedule shall be:

Six (6) regular class assignments per semester plus a one semester supervisory assignment of 15 minutes before school or a comparable assignment mutually agreed upon by the principal and teacher. Every effort will be made to assign a teacher to an area close to the teacher’s classroom. (End of paragraph)

- E. Article IV; section 1; part D (p. 10): “Teachers shall have a minimum of 70 minutes per student attendance day for preparation...”
- F. Article IV; section 4 (p. 12): Because the Board of Education and the Faculty Association jointly recognize that class size is a factor related to instructional effectiveness, they have established a target number of 25 students per class with a maximum of 28 unless mutually agreed upon between the Faculty Association and the Administration. For physical education classes, the target number is 35 students per class with a maximum of 38. Every effort will be made especially in remedial education not to exceed the current NCA standards and/or state policies.

The second sentence of the second paragraph should read, “After two (2) weeks of a term have passed, the Superintendent and the Association President shall meet to discuss class overloads and the need for fourth assignments, if any.”

- G. Article IV; section 6; part A (p. 12): Add the following sentence: “There will be no reduction in staff due solely to block scheduling.”

- H. Article IV; section 14 (p. 16): Add the following sentence: “Should the demands on MPC become excessive, building principals are authorized to provide additional staffing.
- I. Article IV; section 19 (p. 17): The following sentence will be added to the end of the first paragraph: “During the teacher’s evaluation of the first year of teaching on the block, no evaluation rating will be lowered solely as a result of going to block scheduling.”
- J. Article IV; section 21 (p. 17): Three Subject Preparation
The Board will endeavor to limit different subject preparations to three (3) subjects or less per year, with a limit of four per school year.

In the event that it becomes necessary to assign a teacher four (4) preparations per school year, such shall not be...unless failure to assign four (4) preparations to the same...However, the three-subject preparation provision does not apply to the Alternative School Program and the self-contained Remedial Education classes.

- K. Article V; section 9; second paragraph (p. 24): “Each teacher shall be paid a salary proration of his/her own step and lane on the salary schedule. Such proration shall be by twelfths with one-twelfth paid for each class taught each term. Each teacher shall have a two term supervision assignment for 15 minutes before school in addition to his/her teaching duties.
- L. Article VI; section 7; part D (p. 37): The Counselors’ duties shall include three weeks work (15 workdays) during the summer based on the contract year. They shall be paid at the hourly summer school rate for this work. The workday shall be defined as eight (8) hours. A maximum of three of these days may be used during winter vacation. The days will be determined by the end of the previous school year.
- M. Article VI; section 9 (p. 37): “Internal substitute pay will be \$24.28 per class period, \$36.42 per block class period, \$23.18 for regular class on Monday, and \$28.70 for 70 minute class (Zero period/lunch period on Monday) for the duration of this agreement. Commuters will be compensated at one-third of internal substitution pay for each day of commuting.”
- N. Article VI; section 10 (p. 38): “An additional class assignment with enrollment of five (5) or more students shall be paid at the rate of 8.5% of 0 step of BA lane per semester. Additional class assignments beyond five assignments for teachers on the A/B block will be compensated at the rate of 1.75% of 0 step of BA lane per semester. This will also be in addition to the compensation of 8.5% of 0 step of BA lane per semester for 7th/8th assignments on the A/B block. An additional study hall assignment shall be paid for at the supervisory rate. The building administration shall post all additional class assignments. Any one who wants it can apply for it.
- O. Article VI; section 11 (p. 38): Paid supervision ...\$23.18 per class period for the duration of this agreement.
- P. Article VI; section 12 (p. 38): rate per hour

- Q. Article VI, section 14 (p. 39): The second paragraph should read, “Teachers responsible for three or more classes of remedial education students shall receive a stipend of \$1766 per year.”
- R. If either party feels an issue pertaining to block scheduling is not addressed in this addendum, or needs to be readdressed, both parties agree to reconvene.

For the Board of Education

For the Faculty Association

Date

Date

ADDENDUM TO CONTRACT
FOR THE SCHOOL YEAR 2007-2010

Article IV Section 1 – Teaching Hours and Assignments

The Parties agree to reopen negotiations for Advisory Program should it be necessary for NCLB Compliance with ISBE Restructuring Plan.

For the Board of Education

For the Faculty Association

Date

Date

ADDENDUM TO CONTRACT
FOR THE SCHOOL YEAR 2007-2010

Article IV Section 8 – Retirement Plan

- A. Upon approval of the Board of Education a member of the faculty may elect to participate in the retirement plan.
- B. A plan year will commence September 1st and end August 31st.
- C. To be eligible, the teacher must have at least twenty (20) years TRS experience, have at least ten (10) years service in the district and be at least 54.5 years old by the date of retirement. The years of service in the District do not have to be continuous. A teacher must submit an irrevocable letter of intent to retire to the Superintendent, setting forth a desired retirement date at the end of a school year not later than June 30, 2012. This letter of intent to retire must be received by the Superintendent on or before the first business day following January 1st of any year of this Agreement. Except as provided below, teachers submitting letters later than the 1st business day after January 1, 2010, or seeking to retire after June 30, 2012, shall not be eligible to participate in this retirement program. A teacher may request that the Board approve a letter of intent to retire submitted after the 1st business day after January 1, 2010, but before June 30, 2010, but such decision by the Board on such request is entirely discretionary, non-precedential, and not subject to the grievance procedure found in this Agreement.

Participating teachers who elect to retire under the provisions of this program effective after June 30, 2010, will receive only the benefits of this program and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

- D. All teachers retiring will enroll in the Teachers' Retirement Insurance Program. The District will pay the single or family cost for enrolling in the Teachers' Retirement Insurance Program until the teacher becomes Medicare eligible. Teachers retired before this agreement that elect to stay on the District's medical plan will be required to pay the difference in premium. Only the teacher, his/her spouse and dependents at the time of retirement will be eligible for District paid health coverage. If a teacher's spouse reaches Medicare eligible age before the teacher, the District will no longer pay TRIP cover for the spouse. However, the District will pay for TRIP supplemental insurance for the spouse until the teacher reaches Medicare eligible age.

If the teacher will not be covered under the District's health insurance plan during retirement and declines TRIP coverage, the teacher will receive \$5,000 per year until Medicare eligible age. In the event that both the teacher and his/her spouse are retired from the District and one received TRIP coverage, the other is not eligible for the annual \$5,000 bonus. At any time during retirement until Medicare eligible age, the teacher may immediately be enrolled in TRIP if his/her family life circumstances change (death, divorce, loss of job, reduction in health benefits, retirement of spouse, etc.) If the teacher becomes enrolled in TRIP, then only the teacher, his/her spouse, and dependents at the time of retirement may be eligible for coverage. The teacher must refund the District a prorated portion of the \$5,000 in the year they become enrolled in TRIP.

- E. For qualified teachers under this Agreement, the Board agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District, in lieu of any other raise, step, or other creditable earnings increase the teacher may otherwise have been entitled to. This

increase will be granted beginning in the school year in which the teacher gives notice as provided above.

Teachers retiring at the end of the 2010-2011 school year may not give notice prior to July 1, 2007. Teachers retiring at the end of the 2011-2012 school year may not give notice prior to July 1, 2008.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. A teacher for whom an extra-duty or extra-curricular stipend was part of the teacher's creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. If an employee's creditable earnings exceed 6%, unless it is covered by exemptions in TRS, in any year used to calculate a retirement pension, the employee will be prohibited from participating in any benefits under the addendum to the collective bargaining agreement. This includes, but is not limited to, the district's paid post retirement health benefits. It is at the Board's discretion that exceptions may be made for a teacher with emergency or extenuating circumstances.

In addition, the teacher will receive a severance payment on the first scheduled pay date following the last pay date for creditable earnings after a teacher's retirement date. The amount of the severance payment will be determined by the table below:

3 years of creditable earnings increases = \$5,000 bonus
4 years of creditable earnings increases = \$8,000 bonus

This compensation shall be paid as a post-retirement payment within thirty (30) days after the employee's last day of TRS creditable service or the employee's receipt of his/her last regular paycheck, whichever comes later. The employee shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the employee shall be deducted from this payment.

- F. If a teacher who has tendered his or her resignation under this agreement wishes to rescind the resignation due to an emergency, then the full amount of this benefit already paid to the teacher will be deducted from any future benefit paid by the district. The revocation of the resignation is subject to board approval.
- G. The District agrees that six (6) teachers per year will be eligible to participate in the plan. If more than six (6) teachers apply, the six most senior applicants will be allowed to participate in this plan. Teachers will be notified within 30 calendar days after the deadline if accepted.

H. The Parties agree to reopen negotiations for the Retirement Plan should it be necessary due to any possible future changes in the state ERO program.

For the Board of Education

For the Faculty Association

Date

Date

MEMORANDUM OF UNDERSTANDING
457 PLAN

The Board of Education of Bloom Township High School District 206 and Bloom Township High School Faculty Association agree to allow all eligible members of its collective bargaining unit to participate in the 457 Plan.

For the Board of Education

For the Faculty Association

Date

Date