

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

THE BOARD OF EDUCATION

and

THE NORTH RIVERSIDE EDUCATIONAL ASSOCIATION

2013-2014

2014-2015

2015-2016

2016-2017

Plus

One Year Extension

2017-2018 Contract Amendment

PROFESSIONAL NEGOTIATION AGREEMENT

Between

THE BOARD OF EDUCATION
KOMAREK SCHOOL DISTRICT 94
COOK COUNTY, ILLINOIS

and

THE NORTH RIVERSIDE EDUCATION ASSOCIATION

2013-14

2014-15

2015-16

2016-17

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ARTICLE I

PURPOSE

The Board of Education of Komarek School District 94, Cook County, State of Illinois, hereinafter referred to as the "Board," "Employer," or "District," and the North Riverside Education Association, IEA-NEA, hereinafter referred to as the "Association," agree as follows:

ARTICLE II

RECOGNITION

The Board of Education of School District 94, Cook County, North Riverside, Illinois, hereinafter referred to as the "Board," "Employer," or "District," hereby recognizes the North Riverside Education Association, IEANEA, hereinafter the "Association," as the sole and exclusive bargaining representative for all certified or professional, non-supervisory personnel employed by the Board excluding the superintendent, principal, and other supervisory, managerial, and confidential employees.

ARTICLE III

ASSOCIATION RIGHTS

Notification of Board meetings, meeting agendas and minutes are available on the District website.

- A. A member of the administration and up to three (3) members of the Association (with the appropriate familiarity of the subject matter) who are selected by the president or designated monthly representative shall meet four (4) times per year for the purpose of providing input into the review and amending of the curriculum.
- B. Notice of the Association meetings may be included in the written weekly principal's announcements under the premise that there are announcements printed. The Association notice must be submitted to the principal prior to the deadline stated by the principal.

ARTICLE IV

TEACHER EVALUATION PLAN

- A. Philosophy: The parties agree that the primary objective of the teacher evaluation process is to improve the quality of the instructional program in order to facilitate student learning.
- B. Description of Duties and Standards of Service: Attached hereto is the Evaluation Instrument for teaching positions in School District 94. The Board of Education shall file such changes, if any, with the appropriate state agency pursuant to paragraph 24A-4.
- C. Regular Evaluation of Teachers: The Board and North Riverside Education Association recognize that the primary purpose of employee evaluation is the improvement of instruction.
1. The administration shall evaluate each employee, in writing, using an evaluation instrument jointly designed by the North Riverside Education Association and the school administration to be used for all tenured and non-tenured teachers.
 2. Certified tenured personnel who have received the highest rating on their last evaluation shall be evaluated at least once every two school years and each formal evaluation shall be preceded by an in-class observation of the certified personnel's performance. This biennial evaluation will cover the entire period from the teacher's last evaluation. The evaluator shall have a meeting with the employee to discuss the evaluation. The teacher shall receive a copy of all evaluations and written commendations of a non-confidential nature and acknowledge receipt of same. Non-tenured certified personnel shall be evaluated at least two times a year following the same procedure as above.

Part-time, non-tenured teachers with five years or more of teaching experience in the district who have received the highest rating on their last evaluation shall be evaluated at least once every two years, following the same procedure as above.
 3. The administration shall orient teachers to the evaluation process no later than September 30th. A teacher employed or reassigned after the beginning of the school year shall be notified by the administration of the evaluation process in effect as soon as possible after the beginning of his or her employment.
 4. The teacher shall have the right to request additional evaluations.
 5. Goals will be written for any area with a rating of 1. Goals and comments may also be given for ratings of 2 or 3.
- D. Evaluators
1. A qualified administrator shall be responsible for the administration of the teacher evaluation process.
 2. In all cases, evaluations of teachers shall be conducted by an administrator qualified under Section 24A-3 of the School Code of Illinois.
- E. Observation: Each evaluation shall include informal observations, pre-conference, formal observations, a formal written evaluation, and a post-conference.

1. The purpose of the informal observations is to encourage informal classroom visits by the evaluator.
2. The purpose of the pre-conference is to explain and familiarize the evaluator with the purpose, techniques, and strategies of the lesson to be observed.
3. The formal written evaluation shall be preceded by at least one announced classroom observation of at least thirty (30) minutes.

Where the teacher's position involves classroom duties, evaluations shall include, at a minimum, one observation of the teacher by an administrator. Nothing herein shall preclude the use of informal observations as a basis for evaluation. However, all informal evaluations used for evaluation purposes will be in writing. The written copy will be given to the teacher as constructive advice for improvement.

The first post-conference between the evaluator and the teacher shall take place as soon after the formal observation as possible. A copy of each formal written evaluation shall be given to the teacher at the second post-conference to be held no more than ten school days after the first post-conference.

Following the completion of the evaluation form, it shall be signed by the evaluator and by the teacher to affirm that the teacher was shown the completed evaluation. A copy of the evaluation shall be kept in the teacher's personnel file and another copy shall be provided to the teacher.

F. Remediation

1. If a teacher is given an overall "unsatisfactory" rating, and the Board of Education deems the deficiencies to be remediable, the superintendent and/or his/her designee(s) shall develop a remediation plan within 30 days which shall be designed to assist the teacher in correcting the deficiencies. The plan shall identify the participating administrator(s) and the plan shall be ninety (90) school days in duration.
2. The participating administrator(s) or the principal of the teacher being evaluated shall select a qualified consulting teacher. The NREA shall supply a roster of at least five qualified teachers from whom the consulting teacher is to be selected.
3. The consulting teacher shall participate in the development or modification of the remediation plan and shall provide advice to the deficient teacher on how to complete the remediation plan. The consulting teacher shall not participate in evaluating the deficient teacher and the final decision on any evaluation shall be solely that of the participating administrator(s).
4. The participating administrator(s) shall, at a minimum, evaluate the deficient teacher at the end of each 30 school days for the duration of the 90 day remediation plan. If the teacher has attained an overall rating of satisfactory or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the ninety (90) day remediation plan with an overall rating of "satisfactory" or better, he/she shall be dismissed in accordance with section 24-12 of the School Code of Illinois.
5. Nothing herein shall preclude the Board from dismissing a teacher at any time the cause is considered to be irremediable regardless of prior evaluations, the existence of any remediation plan, or the lack of either.

G. Intervention Plan

1. If a teacher is given a rating requiring an intervention plan, the Superintendent and/or his/her designee(s) shall develop a plan with specific goals for improvement within 10 school days.
2. The teacher shall have the option to select a supporting teacher. The supporting teacher shall participate in the development of the intervention plan and provide advice on how to complete the intervention plan. The supporting teacher shall not participate in evaluating the teacher and the final decision on an evaluation shall be solely that of the participating administrator(s).
3. The participating administrator(s) shall evaluate the teacher at the end of 60 school days following receipt of the evaluation at the evaluation conference. This evaluation cannot result in a second intervention rating. If the teacher has attained an overall rating of satisfactory or better, he/she shall be reinstated to the regular evaluation schedule. If the teacher is given an overall rating of unsatisfactory, a remediation plan will be initiated.

H. Time Periods: Any failure to strictly comply with the time requirements of this plan shall not invalidate the results of an evaluation or the remediation plan.

The parties agree that the evaluation process described above, and the jointly approved evaluation instrument, shall not be revised for the duration of this contract except by the express agreement of the parties.

KOMAREK SCHOOL DISTRICT #94
TEACHER EVALUATION INSTRUMENT

TEACHER _____

ASSIGNMENT _____

DATE _____

GRADE(S) _____

Rating Scale:

- Column 1- Performance is unsatisfactory. Goals will be established.
- Column 2- Performance is in need of improvement
- Column 3- Performance is in accordance with the qualities expected of a professional.
- Column 4- Performance is consistently of a very high quality.

1 2 3 4
EFFECTIVENESS

SECTION 1: TEACHING

____ _

1. Demonstrates competency in the subject areas taught and/or services rendered.

(Effectively communicates knowledge of the concepts, understandings and skills associated with subject areas taught and/or services rendered. Teacher follows local curriculum and state goals in classroom instruction.)

Comments/goals:

____ _

2. Plans and organizes work effectively.

(Planning documents show what will be taught, how and when it will be taught, and desired outcomes. Work is organized so as to incorporate time, content, activities, and materials into an effective lesson.)

Comments/goals:

____ _

3. Introduces and summarizes lesson by emphasizing main idea.

(Causes children to think about lesson to be taught (Anticipatory Set). May review or practice prior lessons. concludes lesson by reviewing ideas/skills/knowledge to be teamed.)

Comments/goals:

____ _

4. Presents lesson with clarity.

(Directions, goals, teacher expectations and lesson content are presented in clear and understandable language. Purpose/ Objectives are precisely communicated. Teaches what is to be learned (Input).

Comments/goals:

____ _

5. Exhibits task-oriented teacher behavior.

(Teacher behavior and actions are purposeful, business-like and goal oriented. Routine tasks are executed quickly. The excellent management of time, students, and resources is readily apparent.)

Comments/goals:

____ _

6. Provides for individual differences.

(Varies pace and activities to meet individual and/or group needs. Prepares seatwork,

instruction, and assignments accordingly. Evaluates instruction and renders assistance when needed.)

Comments/goals:

- 7. Exhibits concern, fairness, and consideration of all children**
(Impartial towards all children. Does not speak disparagingly of children.)

Comments/goals:

- 8. Utilizes a variety of teaching materials.**
(The teacher demonstrates effective use of available resources: media center, audio-visual, technology and other supplementary materials.)

Comments/goals:

- 9. Utilizes a variety of teaching methods.**
(Oral, visual, and tactile experiences are utilized. Methods of inductive and deductive reasoning as well as critical thinking are employed. The teachers work with large groups, small groups, and individuals. Uses discovery, drill, rote, creative experiences and field trips. Gives examples (Models)

Comments/goals:

- 10. Assessments are consistent with the objectives taught.**
(Makes teacher expectations crystal clear. Consistently tells children exactly what it is they are to know.)

Comments/goals:

- 11. Uses effective questions techniques.**
(Uses questions to monitor student progress and stimulate interest. Calls on a variety of students. Questions underscore lesson expectations and integrate high order thinking skills.)

Comments/goals:

- 12. Secures "active student" interest and participation.**
(Students are attentive, involved and enthused)

Comments/goals:

- 13. Monitors student progress (continually).**
(Checks for understanding (sees that skills are learned). Moves about the room checking student progress. Uses questions to evaluate instructional effectiveness. Maintains thorough records and reports progress thoughtfully.)

Comments/goals:

- 14. Demonstrates concern for the development of good study skills.**
(Organizational skills are taught for the appropriate grade level. Guided practice (supervised study) and Independent Practice (homework) to enforce learning are evident.)

Comments/goals:

- 15. Maintains appropriate student behavior.**
(Is assertive in dealing with student behavior. Discipline of students fits the offense. Students are supervised at all times.)

Comments/goals:

- 16. Criticism of student is positive, encouraging, and supportive.**
(Treats children with respect. Uses praise and positive re-enforcement when appropriate.)

Comments/goals:

— — — —

17. Challenges students towards higher achievement.

(Expects all students to do their best. Offers creative experiences and opportunities for students to develop their potential.)

Comments/goals:

— — — —

18. Classroom is attractive.

(The classroom is uncluttered and has the appearance of being organized for instruction. Student work is displayed. Bulletin boards are timely.)

Comments/goals:

SECTION II: PERSONAL QUALITIES

____ _ 1. **Works well with administrators, special personnel, and other teachers.**
(Keeps principal informed of all programs, concerns, problems, and communications with parents. Shares ideas and materials with peers. Cooperation is extended to all employees. Accepts supervision.)

Comments/goals:

____ _ 2. **Adapts easily to changes in program, procedures. Listens, discusses, and reacts to ideas and/or criticism in a positive manner.**
(Accepts change and inconveniences. Considers new ideas with an open mind. Will give new ideas a chance to flourish or fail. Recognizes mistakes or faults.)

Comments/goals:

____ _ 3. **Uses good judgment.**
(Avoids acting rashly. Observes standards and acceptable practice. Contemplates consequences of each action.)

Comments/goals:

SECTION III. PROFESSIONAL QUALITIES

____ _ 1. **Works understandingly and cooperatively with parents.**
(Welcomes parental questions and concerns. Deals fairly and openly with parents. Keeps parents informed and is well prepared for conferences.)

Comments/goals:

____ _ 2. **Uses discretion in speaking of school, colleagues, students and parents.**
(Discusses problems and personalities only with those concerned. Follows proper channels when conflicts arise. Respects and protects the rights of others.)

Comments/goals:

____ _ 3. **Is efficient in clerical and administrative matters and in compliance with school policy.**
(Clerical and administrative matters are done neatly, are handed in on time, and are correct. (Follows school rules and guidelines according to school policy, teacher handbook and contract)

Comments/goals:

____ _ 4. **Participates in in-service projects and/or activities intended to meet the needs of children.**
(Serves on committees and works toward the improvement of programs and activities.)

Comments/goals:

SECTION IV: Other/ Define or state other noteworthy activities, goals, etc.

This section is to be completed by the person being evaluated.

Completion is optional.

SECTION V: SUMMARY EVALUTION

(To be completed by the evaluator)

Absences year to date: _____ NUMBER OF POINTS EARNED: _____

POINT SCALE:

65-75 points Performance is consistently of very high quality and the teacher received no ratings of "1" in any of the 25 areas.(Excellent)

53-64 points: Performance is in accordance with the qualities expected of a professional. If a teacher totals 10 or more "1" ratings in the overall evaluation an intervention plan will be established and implemented. (Proficient)

38-52 points: Performance is in need of improvement. A professional development plan will be developed and implemented. (Needs improvement)

25-37 points: Performance is unsatisfactory. A remediation plan will be established.

_____ I have seen this report and do wish to respond in writing

_____ I have seen this report and do not wish to respond in writing.

Principal's signature Date

Teacher's signature Date

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition:

Any claim by a teacher, group of teachers or the Association on behalf of a teacher, class of teachers or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. General Provisions:

1. A grievance may be initiated and/or conducted by the Association.
2. Failure to communicate the decision at any step within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the lower decision been given.
3. All time limits consist of school days, except during summer recess, then time limits shall consist of all days, excluding Saturday, Sunday and legal holidays.
4. If a grievance meeting shall be conducted at a time when the grievant or his/her representative is otherwise assigned, the grievant and/or representative shall be permitted to attend such meeting without loss of pay or benefits.
5. A grievance may be withdrawn at any level without establishing precedent, and, if withdrawn, treated as if never presented.
6. By mutual written agreement of the persons involved at any step of the grievance procedure, steps of the grievance procedure may be bypassed, with the exception of arbitration

All time limits may be extended by written, mutual agreement between the parties.

C. Procedure

Informal Conference: A grievance may be resolved in an informal conference between the principal and teacher.

Step I. Within ten (10) days of the occurrence giving rise to the grievance, the Association shall present a written statement of the alleged violation to the principal. The statement shall cite the alleged violation, misinterpretation, or misapplication and list the remedy requested. Within seven (7) days of the receipt of the grievance, the principal shall confer with the grievant and the Association to try to resolve the grievance. Within seven (7) days after the completion of the principal conference, the principal shall give his/her written decision to the grievant and the Association.

Step II. Appeal of the principal's decision must be filed with the superintendent within seven (7) days of the principal's decision in order for the superintendent to consider the appeal. Within seven (7) days of the receipt of the grievance, the superintendent shall confer with the grievant and the Association to try to resolve the grievance. Within seven (7) days after the completion of the superintendent conference, the superintendent shall give his/her written decision to the grievant and the Association.

Step III. Appeal of the superintendent's decision must be filed with the Board of Education within seven (7) days of the superintendent's decision in order for the Board of Education to consider the appeal. In order to be considered at the next regularly scheduled Board meeting, the appeal must be received at least one (1) calendar week prior. Within seven (7) days after the meeting with the Board of Education, the written decision shall be given to the grievant and the Association.

Step IV. Appeal of the Board's decision must be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within twenty (20) days of the Association's receipt of the Board's decision. The Voluntary Labor Arbitration Rules of the FMCS or the American Arbitration Association shall apply, dependent on which organization a Request for Arbitration is filed. Mutually incurred cost of arbitration shall be borne equally by the Board and the Association. The arbitrator shall have no power to alter the terms and conditions of this Agreement.

The arbitrator's decision shall be binding.

The grievant shall be present at every meeting of this process. The meeting can be rescheduled with no penalty to the grievant with respect to Steps I-IV. Article V, Section C, in the case of illness, accident, hospitalization, or death in the family. In the case of a class action grievance (3 or more staff members), at least 75% of the grievants shall be in attendance.

ARTICLE VI

WORKING CONDITIONS

- A. The standard work day shall consist of an 8:10 a.m. start and a 3:20 p.m. dismissal. On days preceding holidays and vacation, faculty members' day shall end when all pupils are dismissed.
- B. All faculty members shall be entitled to a duty-free lunch period equal to the regular school lunch period, but not less than 30 minutes in each school day as required in Section 24-9 of The School Code of Illinois unless they waive this for financial considerations.
- C. The Board reserves the right to provide flexible schedules for part-time faculty and mutually agreed staggered schedules for full-time faculty as long as the work day does not exceed 8:10 a.m.-3:20 p.m. mentioned in paragraph A above and does not exceed one hour beyond normal start/end times.
- D. Nothing in this article shall require the Employer (Board) to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or national emergency. When the schools are closed to students due to the above conditions, faculty members shall not be required to report for duty.
- E. The school calendar shall consist of 185 days. Unused emergency days remaining shall not become work days.
- F. The Association will have the opportunity to provide input to the Superintendent prior to his meeting with the Riverside-Brookfield Areas Superintendents' Council to develop a cooperative calendar.
- G. Teachers will be informed, in writing, of their master schedule assignment as soon as they are finalized prior to the opening of a new school year. Junior High teachers will receive tentative class lists for each period they teach at the opening day teacher institute.
- H. No teacher shall be required to perform internal substitution during his/her planning time. If a teacher volunteers to do internal substitution during his/her planning time, he/she will be compensated at a rate of \$9.00 per period.
- I. Employees shall be permitted to leave the building during any planning period for school-related activities with the approval of the Administration.
- J. Early dismissal shall occur one day per month at 2:30 p.m. The full faculty meetings, and teacher initiated meetings, shall begin at 2:45 p.m. and conclude at 4:00 p.m. Teachers will be required to attend one grade level meeting each month that is designated for their teaching assignment. These meetings will have a 7:45 a.m. start time. Teachers may submit agenda items to the principal at least 7 calendar days prior to their meeting.
- K. Tenured teachers shall not be disciplined without just cause. This provision shall not apply to the dismissal of tenured teachers and instead the provisions of the Illinois School Code shall apply.
- L. Any part-time teacher who has been employed in the District for five (5) or more consecutive school years, and who is not rehired, shall receive written notice stating the specific reason therefore by certified mail, at least forty-five (45) days before the end of the current school year. The reasons for failure to rehire shall not be subject to the grievance procedure.

ARTICLE VII

SICK LEAVE / EMERGENCY LEAVE / FAMILY AND MEDICAL LEAVE ACT

- A. Full-time teachers shall be allowed twelve (12) days sick leave each year with full pay. Unused sick leave shall accumulate for a maximum of fifteen years employment or a total of 360 days. Sick leave shall be interpreted to mean personal illness, childbirth, quarantine at home, or serious illness or death in the immediate family or household.
- B. Part-time faculty members shall be allowed a proportionate amount of sick leave equal to the product of the percent of time employed times the base of twelve (12) days. If the product results in a fraction, the amount of sick leave allowed will be rounded to the next half day. Sick leave shall be determined according to Section 24-6 of the School Code of Illinois. Sick leave shall be interpreted to mean personal illness, childbirth, quarantine at home, or serious illness or death in the immediate family or household.
- C. Full-time teachers shall be allowed four (4) of the above days for personal leave days each year. Such days may be granted without reason given. Teachers will not be able to take more than 2 consecutive personal days unless approved by the administration. Any additional days taken past the approved days will result in a per diem loss of pay.
- D. Part-time faculty members shall be allowed two (2) of the above described days for personal leave each year. Such a day may be granted without reason given.
- E. Request for personal leave must be received by the Superintendent at least five (5) school days before the leave date. No more than two teachers may be granted personal leave on the same day, except for an emergency. The Superintendent is charged with the responsibility of approving the request for personal leave.
- F. Personal leave days under this Agreement are non-cumulative.
- G. Family and Medical Leave Act: Full time teachers who have been employed by the Board for at least twelve (12) months will be covered under the federal Family and Medical Leave Act of 1993. Part-time teachers employed in the District five years or more will be covered under the Family and Medical Leave Act. In summary, this act allows up to 12 weeks of unpaid leave in a 12-month period to: care for a newborn or newly-placed adopted or foster child; to care for a seriously ill child, spouse or parent; or because of the employee's own illness. The Act protects the job of the employee while on leave. It also requires employers to continue health insurance benefits during the leave period. Aforementioned teachers have a choice between Family and Medical Leave Act or Article VII, A and B. The aforementioned 12-month period will begin on September 1 and end on August 31.

ARTICLE VIII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE IX

STRIKES AND LOCKOUTS

No Strike

The Association hereby agrees that its members shall render full and complete service to the school district during the term of this contract and agrees not to strike or engage in, or to support, any activity or slow down which would disrupt the normal operation of the school.

ARTICLE X

MANAGEMENT RIGHTS

- A. The Board retains and reserves all rights, powers and duties conferred upon and vested in it by law including, but not limited to managerial policy, policies regarding functions of the employer, standards of services, budget, organizational structure, selection of new employees, transfers, assignment and direction of employees. The exercise of the foregoing powers, rights and duties by the Board shall be limited only by the specific and express terms of this agreement.

- B. The policy committee of the Board will give the Association any rough drafts of policies being developed for inclusion in the "faculty" section of the teacher handbook (E). This is being furnished for informational purposes and to provide the opportunity for the Association to comment.

SALARY AND BENEFITS

SALARY:

BS and MS lane advancements are added to an individual's Komarek 94 base salary to formulate their total base salary. The lane adjustments for education and training are as follows.

<u>BS+15</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
\$1,000	\$1,750	\$1,500	\$1,500

Returning teachers shall have their 2012-13 salary used as the basis for their 2013-14 salary. They shall have a lane adjustment added to their base salary upon achieving the next benchmark for lane movement. For example, a returning teacher holding a BS/20 will have their 2012-13 salary used as the basis for the 2013-14 salary and would receive their next lane adjustment upon achieving at least an MS.

- i. An individual's Komarek 94 base salary shall be defined as the amount of compensation paid, absent stipend(s) in any contract year.
- ii. 2013-14: All teachers shall receive a 2.5% increase over their 2012/13 Komarek 94 base salary.
- iii. 2014-15: All teachers shall receive a 2.5% increase over their 2013/14 Komarek 94 base salary.
- iv. 2015-16: All teachers shall receive a 2.5% increase over their 2014/15 Komarek 94 base salary.
- v. 2016-17: All teachers shall receive a 3.5% increase over their 2015/16 Komarek 94 base salary.

b. **Initial placement:**

Individuals who hold a BS degree who are hired after the ratification of this agreement shall receive the Komarek 94 base salary and shall have \$1,566 added to their Komarek 94 base salary for each year of experience credit granted them plus an additional \$1,000 added to their Komarek 94 base salary if they hold a BS/15 or greater but not an MS degree. *For example, an individual is hired for the 2014-15 school year with three (3) years of experience with a BS/20. If they are granted three (3) years of experience credit they would have a Komarek 94 base salary of (\$41,194- base of \$35,496 + \$4,698 (3 years of experience credit) + \$1,000 (at least a BS/15).*

Individuals who hold an MS degree who are hired after the ratification of this agreement shall receive the Komarek 94 base salary and shall have \$1,566 added to their Komarek 94 base salary for each year of experience credit granted them plus an additional \$1,500 added to their Komarek 94 base salary if they hold an MS/15 or greater but not an MS/30. They shall have an additional \$3,000 added to their Komarek 94 base salary if they hold an MS/30 or higher. *For example, an individual is hired for the 2014-15 school year with three (3) years of experience with an MS/30. If they are granted three (3) years of experience credit they would have a Komarek 94 base salary of (\$48,518- base of \$40,820 + \$4,698 (3 years of experience credit) + \$3,000 (at least an MS/30).*

The Komarek 94 base salary for the 2013-14 school year shall be as follows:

BS: \$34,800

MS: \$40,020

However, for individuals hired prior to the ratification of this agreement, they shall be placed at the appropriate step and lane of the 2012-13 salary schedule and shall have that salary increased by 2%. For example, an individual hired August 1, 2013 who holds a BS/30 and was granted 4 years of experience credit would be placed on step 4 of the 2012-13 salary schedule which has a value of \$42,630. They would receive a 2% increase on that value for a Komarek 94 base salary of \$43,483.

The Komarek 94 base salary for the 2014-15 school year shall be as follows:

BS: \$35,496

MS: \$40,820

The Komarek 94 base salary for the 2015-16 school year shall be as follows:

BS: \$36,206

MS: \$41,636

The Komarek 94 base salary for the 2016-17 school year shall be as follows:

BS: \$36,930

MS: \$42,469

The Board has the discretion to compensate newly employed teachers for their prior teaching experience up to an amount not to exceed that paid to currently employed teachers with similar experience and education. However, no newly employed teacher will make more than a currently employed teacher who has the same level of experience and education.

BENEFITS: The Board shall pay full individual hospitalization for each teacher. In addition to this, each teacher will receive a prescription card. The Board shall pay for full individual dental insurance for each teacher. Insurance deductibles, co-pays and prescription drug benefits shall be as follows:

Insurance co-pays and deductibles

	Deductible				Coinsurance		OOP Max (Incl. Ded.)				Office Visit	ER	RX copay
	In		Out		In	Out	In		Out				
	Ind.	Fam.	Ind.	Fam.	In	Out	Ind.	Fam.	Ind.	Fam.			
HMO	0	0	NA	NA	100%	NA	\$1,500	\$3,000	NA	NA	\$20/\$40	\$150	\$8/\$35/\$75/ \$150
PPO	\$500	\$1,500	\$1,000	\$3,000	80%	60%	\$1,500	\$4,500	\$3,000	\$9,000	\$20/\$40	\$150	\$8/\$35/\$75/ \$150
HSA	\$1,500	\$3,000	\$1,500	\$3,000	100%	80%	\$3,000	\$6,000	\$3,000	\$6,000	NA	NA	80% after deductible

Each teacher who does not elect Board-paid medical insurance coverage and who provides proof of coverage under another health insurance plan will, upon request, be reimbursed for non-insured medical expenses up to a maximum amount of \$1,000 annually. By way of example, these expenses include the deductibles and co-pays incurred under another medical insurance policy, prescription and over-the-counter drugs, eyeglasses, dental care, ambulance service and other medical expenses. These expenditures must be incurred by individuals who are eligible for coverage under the District's medical insurance. Teachers seeking this reimbursement must provide the District with receipts and, where appropriate, an Explanation of Benefits form from an insurance company, to substantiate the request. The District will accept these receipts twice each year, by December 15th and by May 15th.

Insurance Search Committee:

The Association will select three (3) teachers to serve on the insurance search committee with administrative and/or board representatives. The committee's task will be to attempt to balance premium cost containment with the appropriate scope of coverage. Three (3) carriers will be selected by January 1 of the appropriate year who combine a possible cost reduction or containment with appropriate coverage. The Board will make the final choice.

If no new major medical health insurance carrier is recommended by the insurance committee or approved by the Board of Education, then the teachers and the Board of Education will share a co-payment of the traditional 80/20 plan, the HMO plan and the dental plan. The Board of Education will pay 90% of the cost, and the teacher will pay 10% of the cost or \$500 per year, whichever is less. If a new insurance carrier for the major medical health insurance is selected, it will take effect April 1 of the appropriate year, and the Board will continue paying the full single health and dental insurance coverage for that year.

RETIREMENT PLAN

A minimum of ten (10) years' experience in Komarek District 94 is required to qualify for the benefit.

If there is a state offered retirement incentive, the teacher will have the option of the state program or the Board incentive program, but not both.

A teacher who elects the Board incentive program has the option of giving a one, two year, three or four year notice before retirement. A teacher giving notice must do so on or before December 1st. An incentive may be offered, at the School District 94's discretion, if notice is received after December 1st of the retirement year.

One Year Notice: A teacher giving notice of retirement by December 1 of their final school year will have his/her TRS creditable earnings capped at a 6% increase from the previous school year. This new, capped amount will be paid out between January 15 and June 30 of that school year.

Two Year Notice: A teacher giving notice of retirement by December 1, one and one-half years before formal retirement will have his/her TRS creditable earnings capped at a 6% increase from the previous school year for the final one and one-half years of service. The new, capped amount will be paid out between January 15 (year one) and June 30 (year two.)

Three Year Notice: A teacher giving notice of retirement by December 1, two and one-half years before formal retirement will have his/her TRS creditable earnings capped at a 6% increase from the previous school year for the final two and one-half years of service. The new, capped amount will be paid out between January 15 (year one) and June 30 (year two.)

Four Year Notice: A teacher giving notice of retirement by December 1, three and one-half years before formal retirement will have his/her TRS creditable earnings capped at a 6% increase from the previous school year for the final three and one-half years of service. The new, capped amount will be paid out between January 15 (year one) and June 30 (year two.)

This retirement incentive is designed so that School District 94 will not be liable for any teacher retirement penalty from the State of Illinois and TRS. If the State of Illinois and/or TRS retirement plan(s) change(s) during the length of the contract, and School District 94 becomes liable for a retirement penalty based on this bonus incentive, the District 94 Board of Education may make any adjustment(s) to avoid such penalty.

A teacher may rescind the notification of retirement only in the case of death of a spouse. In such case, the notice must be rescinded by April 1 of the retirement year and all incentive monies must be repaid to School District 94 by the end of the fiscal year (June 30th).

EXTRA DUTY PAY SCHEDULE

	2013-14	2014-15	2015-16	2016-17
Head Coach (Soccer, Volleyball, Girls Basketball, Boys Basketball)	\$2,209	\$2,264	\$2,321	\$2,402
Assistant Coach (Soccer)	\$1,152	\$1,181	\$1,210	\$1,253
Head Coach (Track: Boys and Girls)	\$2,067*	\$2,119*	\$2,172*	\$2,248*
Assistant Coach (Track: Boys and Girls)	\$1,078*	\$1,105*	\$1,133*	\$1,173*
Athletic Director	\$2,209	\$2,264	\$2,321	\$2,402
Teacher in the Gym	\$44.84	\$45.96	\$47.11	\$48.76
Scorekeeper	\$44.84	\$45.96	\$47.11	\$48.76
Safety Director(Includes patrols, placing & removing barricades, bike rack supervision of total area	\$1,538	\$1,576	\$1,615	\$1,672
Cheerleading Moderator (for boys basketball)	\$1,792	\$1,836	\$1,882	\$1,948
Music Program Coordinator	\$1,920	\$1,968	\$2,017	\$2,088
Jazz Band	\$1,920	\$1,968	\$2,017	\$2,088
Yearbook	\$1,278	\$1,310	\$1,343	\$1,390
Student Council	\$2,231	\$2,287	\$2,344	\$2,426
FCCLA	\$1,920	\$1,968	\$2,017	\$2,088
Lunchtime Supervisor	\$2,176	\$2,230	\$2,286	\$2,366
Graduation Banner	\$511	\$524	\$537	\$556
School Newspaper	\$1,538	\$1,576	\$1,615	\$1,672

*based on the Conference track meet held during the school day. If the conference meet is held outside of the school day, this amount will be adjusted.

The District 94 Board of Education will have the right to eliminate any and all extra duties if it is deemed by them that the district's financial situation dictates such action and/or no qualified person is available to sponsor/moderate the activity. The Board of Education shall notify the NREA, in writing, if any extra duty position(s) are to be eliminated.

Two or more people may share one position and divide the stipend proportionally. No disputes will be heard by the administration or the board.

In the event a coach is head coach for both teams, he/she will receive both coaching stipends.

In the event there are no qualified** teachers volunteering to take an extra duty assignment by the posted deadline, the board may offer the position to someone outside of the bargaining unit at a rate not to exceed 10% over the current stipend. The NREA must be notified of the offer to someone outside of the bargaining unit.

If the responsibilities for any extra duty changes from the established job description or position expectations during a season or school year, the stipend may be adjusted by the District 94 Board of Education. The coach/moderator/sponsor will be notified of the change and the reason for the change. This action is not subject to a grievance, but the coach/moderator/sponsor may submit comments and objections in writing to the School Board within 10 working days of the decision.

**The issue of whether an extra duty candidate is qualified will be the sole responsibility of the District 94 administration and School Board.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2013 and shall continue to be in effect until August 31, 2017. This Agreement shall expire at such expiration date unless it is extended for a specific period by mutual written agreement of the parties or as replaced by its successor agreement.

IN WITNESS WHEREOF:

FOR THE BOARD OF EDUCATION
KOMAREK SCHOOL DISTRICT 94



President



Secretary



Superintendent



Date

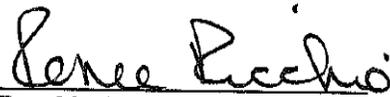
FOR THE NORTH RIVERSIDE
EDUCATION ASSOCIATION



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

MEMORANDUM OF UNDERSTANDING

The District 94 Board of Education and the North Riverside Education Association, IEA-NEA agree that all employee-related Board of Education policies will be included in the teacher handbook.

MEMORANDUM OF AGREEMENT
Between the
THE BOARD OF EDUCATION KOMAREK SCHOOL DISTRICT 94
COOK COUNTY, ILLINOIS
And the
THE NORTH RIVERSIDE EDUCATION ASSOCIATION (NREA)

2017-2018 BARGAINING AGREEMENT EXTENTION

In addition to the terms and conditions of their negotiated 2013-2017 Bargaining Agreement, and pursuant to Section Article XII of that Agreement, which authorizes modifications and changes to the Agreement by the written mutual consent of both parties, the Board and Association have agreed to the following:

1. The duration of the 2013-2017 Agreement stated in Article XII shall be extended by one year to terminate August 31, 2018.
2. For the 2017-2018 school year teachers shall receive an increase of 2.1% over their Komarek 94 base salary for the 2016-2017 school year. All stipends, excepting lunch supervision, will increase by 2.1% as well. The lunch supervision stipend shall be increased to \$3,480.
3. Article IV shall be modified to read as follows:
Teachers shall be evaluated in accordance with all applicable laws, regulations, and the Komarek 94 Teacher Evaluation Instrument. A Teacher Evaluation Committee, consisting of 6 members, 3 appointed by the Association and 3 appointed by the Superintendent, shall meet at mutually agreed times to review the District's Teacher Evaluation Plan and update it to comply with legal requirements or to consider changes in the evaluation process and or forms. No changes will be made to the TEI, including the procedures and timelines within the TEI, without written agreement between the Association and the District. In addition, the PERA Joint Committee shall meet at least annually by February 1 and conclude their work no later than April 1 to determine if revisions should be made to the student growth component of the teacher evaluation plan. This committee shall have the sole authority to modify the student growth component of the plan; however, if the committee is unable to reach consensus on changes to the student growth component, the existing student growth component will remain unchanged.
4. Insurance Benefits - Teachers who decline board-paid medical insurance may be reimbursed for up to \$1,500 for non-insured medical expenses. To receive this reimbursement, each Teacher must attest in writing, on a form to be supplied by the Board, that the Teacher and members of the Teacher's expected tax family (as defined under IRS guidance) maintain other individual or group health coverage

(other than individual or group coverage purchased on the ACA marketplace exchange) for the entire plan year of the Board's health plan. Teachers must and at other times as requested by the Board. A Teacher must notify the Board immediately if the Teacher or any member of the Teacher's tax family fails to retain other health coverage consistent with this paragraph. No teacher shall be eligible for a reimbursement under this paragraph if the Board knows or has reason to know that either the Teacher or a member of his or her tax family does not or will not have other health coverage as set forth under this paragraph.

All other provisions of the 2013-2017 Bargaining Agreement shall remain in effect as set forth in the Agreement through the 2017-2018 school year.

AGREED AND ACCEPTED:



Co-President, NREA



President, Board of Education
Komarek School District 94



Co-President, NREA



Secretary, Board of Education
Komarek School District 94

DATE: 08/16/2017

Date: 08/16/2017