

XVIII - TEACHERS' COMPENSATION SCHEDULE

2008-09

| <u>Step</u> | <u>Exp</u> | <u>BA</u> | <u>BA8</u> | <u>BA16</u> | <u>BA24</u> | <u>MA</u> | <u>MA8</u> | <u>MA16</u> | <u>MA24</u> | <u>MA32</u> |
|-------------|------------|-----------|------------|-------------|-------------|-----------|------------|-------------|-------------|-------------|
| 0 | 0 | \$40,215 | \$41,422 | \$42,627 | \$43,834 | \$45,040 | \$45,845 | \$47,051 | \$47,855 | \$49,062 |
| 1 | 1 | \$41,823 | \$43,030 | \$44,236 | \$45,443 | \$46,649 | \$47,453 | \$48,660 | \$49,464 | \$50,670 |
| 2 | 2 | \$43,432 | \$44,638 | \$45,845 | \$47,051 | \$48,258 | \$49,062 | \$50,268 | \$51,073 | \$52,279 |
| 3 | 3 | \$45,845 | \$47,051 | \$48,258 | \$49,465 | \$50,670 | \$51,475 | \$52,681 | \$53,485 | \$54,692 |
| 4 | 4 | \$48,258 | \$49,465 | \$50,670 | \$51,877 | \$53,083 | \$53,888 | \$55,094 | \$55,898 | \$57,105 |
| 5 | 5 | \$50,670 | \$51,877 | \$53,083 | \$54,290 | \$55,496 | \$56,300 | \$57,507 | \$58,311 | \$59,518 |
| 6 | 6 | \$53,083 | \$54,290 | \$55,496 | \$56,703 | \$57,909 | \$58,713 | \$59,920 | \$60,724 | \$61,931 |
| 7 | 7 | \$54,692 | \$56,703 | \$57,909 | \$59,115 | \$60,322 | \$61,126 | \$62,333 | \$63,137 | \$64,343 |
| 8 | 8 | \$56,300 | \$58,311 | \$60,322 | \$61,528 | \$62,735 | \$63,539 | \$64,746 | \$65,550 | \$66,756 |
| 9 | 9 | \$57,909 | \$59,920 | \$61,931 | \$63,941 | \$65,148 | \$65,952 | \$67,158 | \$67,964 | \$69,169 |
| * | 10 | \$59,518 | \$61,528 | \$63,539 | \$65,550 | \$66,756 | \$67,561 | \$68,767 | \$69,571 | \$70,778 |
| * | 10 | \$59,518 | \$61,528 | \$63,539 | \$65,551 | \$66,756 | \$67,561 | \$68,767 | \$69,571 | \$70,778 |
| | 11 | \$61,126 | \$63,137 | \$65,148 | \$67,158 | \$68,365 | \$69,169 | \$70,376 | \$71,180 | \$72,386 |
| | 12 | \$62,735 | \$64,746 | \$66,756 | \$68,767 | \$69,973 | \$70,778 | \$71,984 | \$72,788 | \$73,995 |
| | 13 | \$62,735 | \$64,746 | \$68,365 | \$70,376 | \$71,582 | \$72,386 | \$73,594 | \$74,397 | \$75,603 |
| | 14 | \$62,735 | \$64,746 | \$68,365 | \$71,984 | \$73,191 | \$73,995 | \$75,201 | \$76,006 | \$77,212 |
| | 15 | \$62,735 | \$64,746 | \$68,365 | \$71,984 | \$74,799 | \$75,603 | \$76,810 | \$77,614 | \$78,822 |
| | 16 | \$64,343 | \$66,354 | \$69,973 | \$73,594 | \$76,408 | \$77,212 | \$78,419 | \$79,223 | \$80,429 |
| | 17 | \$66,395 | \$68,470 | \$72,205 | \$75,941 | \$80,504 | \$81,335 | \$82,994 | \$84,239 | \$85,485 |
| | 18 | \$66,395 | \$68,470 | \$72,205 | \$75,941 | \$82,164 | \$82,995 | \$85,485 | \$86,730 | \$88,389 |
| | 19 | \$66,395 | \$68,470 | \$72,205 | \$75,941 | \$84,654 | \$85,485 | \$88,389 | \$89,635 | \$91,294 |
| | 20 | \$68,055 | \$70,131 | \$73,866 | \$77,600 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |
| | 21 | \$68,055 | \$70,131 | \$73,866 | \$77,600 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |
| | 22 | \$69,715 | \$71,791 | \$75,526 | \$79,260 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |
| | 23 | \$69,715 | \$71,791 | \$75,526 | \$79,260 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |
| | 24 | \$69,715 | \$71,791 | \$75,526 | \$79,260 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |
| | 25 | \$71,376 | \$73,450 | \$77,184 | \$80,919 | \$87,560 | \$88,389 | \$91,294 | \$92,539 | \$94,199 |

Employees on step 10 with either 10 or 11 years of experience (who are entitled to a step increase for the following year under the terms of this contract) shall be placed on step 11 for the following year.

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XVIII - TEACHERS' COMPENSATION SCHEDULE

2009-10

| <u>Step</u> | <u>Exp</u> | <u>BA</u> | <u>BA8</u> | <u>BA16</u> | <u>BA24</u> | <u>MA</u> | <u>MA8</u> | <u>MA16</u> | <u>MA24</u> | <u>MA32</u> |
|-------------|------------|-----------|------------|-------------|-------------|-----------|------------|-------------|-------------|-------------|
| 0 | 0 | \$41,439 | \$42,683 | \$43,925 | \$45,168 | \$46,411 | \$47,240 | \$48,483 | \$49,312 | \$50,555 |
| 1 | 1 | \$43,096 | \$44,339 | \$45,582 | \$46,826 | \$48,069 | \$48,897 | \$50,141 | \$50,969 | \$52,213 |
| 2 | 2 | \$44,754 | \$45,997 | \$47,240 | \$48,483 | \$49,726 | \$50,555 | \$51,798 | \$52,627 | \$53,870 |
| 3 | 3 | \$47,240 | \$48,483 | \$49,726 | \$50,970 | \$52,213 | \$53,041 | \$54,284 | \$55,113 | \$56,356 |
| 4 | 4 | \$49,726 | \$50,970 | \$52,213 | \$53,456 | \$54,699 | \$55,528 | \$56,771 | \$57,600 | \$58,843 |
| 5 | 5 | \$52,213 | \$53,456 | \$54,699 | \$55,942 | \$57,185 | \$58,014 | \$59,257 | \$60,086 | \$61,329 |
| 6 | 6 | \$54,699 | \$55,942 | \$57,185 | \$58,428 | \$59,671 | \$60,500 | \$61,743 | \$62,572 | \$63,815 |
| 7 | 7 | \$56,356 | \$58,428 | \$59,671 | \$60,915 | \$62,158 | \$62,987 | \$64,230 | \$65,058 | \$66,302 |
| 8 | 8 | \$58,014 | \$60,086 | \$62,158 | \$63,401 | \$64,644 | \$65,473 | \$66,716 | \$67,545 | \$68,788 |
| 9 | 9 | \$59,671 | \$61,743 | \$63,815 | \$65,887 | \$67,130 | \$67,959 | \$69,202 | \$70,032 | \$71,274 |
| 10 | 10 | \$61,329 | \$63,401 | \$65,473 | \$67,545 | \$68,788 | \$69,617 | \$70,860 | \$71,689 | \$72,932 |
| * | 11 | \$62,987 | \$65,058 | \$67,130 | \$69,203 | \$70,445 | \$71,274 | \$72,517 | \$73,346 | \$74,589 |
| * | 11 | \$62,987 | \$65,058 | \$67,130 | \$69,202 | \$70,445 | \$71,274 | \$72,517 | \$73,346 | \$74,589 |
| 12 | 13 | \$64,644 | \$66,716 | \$68,788 | \$70,860 | \$72,103 | \$72,932 | \$74,175 | \$75,004 | \$76,247 |
| 13 | 14 | \$64,644 | \$66,716 | \$70,445 | \$72,517 | \$73,761 | \$74,589 | \$75,833 | \$76,661 | \$77,904 |
| 14 | 15 | \$64,644 | \$66,716 | \$70,445 | \$74,175 | \$75,418 | \$76,247 | \$77,490 | \$78,319 | \$79,562 |
| 15 | 16 | \$64,644 | \$66,716 | \$70,445 | \$74,175 | \$77,076 | \$77,904 | \$79,148 | \$79,976 | \$81,220 |
| 16 | 17 | \$66,302 | \$68,374 | \$72,103 | \$75,833 | \$78,733 | \$79,562 | \$80,805 | \$81,634 | \$82,877 |
| 17 | 18 | \$68,416 | \$70,554 | \$74,402 | \$78,252 | \$82,954 | \$83,810 | \$85,520 | \$86,803 | \$88,086 |
| 18 | 19 | \$68,416 | \$70,554 | \$74,402 | \$78,252 | \$84,665 | \$85,521 | \$88,086 | \$89,369 | \$91,079 |
| 19 | 20 | \$68,416 | \$70,554 | \$74,402 | \$78,252 | \$87,230 | \$88,086 | \$91,079 | \$92,362 | \$94,073 |
| 20 | 21 | \$70,126 | \$72,265 | \$76,114 | \$79,962 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |
| 21 | 22 | \$70,126 | \$72,265 | \$76,114 | \$79,962 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |
| 22 | 23 | \$71,837 | \$73,976 | \$77,824 | \$81,672 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |
| 23 | 24 | \$71,837 | \$73,976 | \$77,824 | \$81,672 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |
| 24 | 25 | \$71,837 | \$73,976 | \$77,824 | \$81,672 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |
| 25 | 26 | \$73,548 | \$75,685 | \$79,533 | \$83,382 | \$90,224 | \$91,079 | \$94,073 | \$95,356 | \$97,066 |

Employees on step 11 with either 11 or 12 years of experience (who are entitled to a step increase for the following year under the terms of this contract) shall be placed on step 12 for the following year.

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XIX - SUPPLEMENTARY PAY SCHEDULE

A. Increment Positions**:

The following increment categories and the corresponding salaries have been established. Should the Board of Education establish a new increment category, the salary for that category is subject to negotiations with the Association. However, the Board of Education retains the right to determine the number of positions within any increment category.

| Increment Category | % of Low Base Salary |
|------------------------------|----------------------|
| Coordinator | 15.0% |
| Department Chairperson | 10.0% |
| Team Leader | 10.0% |
| Building Technology Advocate | 10.0% |
| Band | 4.5% |
| Concert and Symphonic Bands | 6.0% |
| Jazz Ensemble | 5.0% |
| Wind Ensemble | 9.0% |
| Middle School Choir | 4.0% |
| Coaching - Basketball | 5.0% |
| Coaching – Volleyball | 5.0% |
| Coaching - Track | 4.0% |
| Coaching - Cross Country | 3.0% |
| Cheerleading/Pom-Poms | 3.0% |
| Intramurals | 4.0% |
| Yearbook | 3.0% |
| Student Council | 5.0% |

**Priority will be given to certificated staff members when filling the aforementioned increments.

B. National Board Teacher Certification:

Individuals receiving National Board Certification will receive a “once in a career” stipend of \$1000 increment after the submission of the NBTC to the Personnel Department. In addition, a \$12,000 pool of money will be available each fiscal year for reimbursement to staff members for NBTC application/renewal/retake fees. This pool of money will be distributed in the following order of preference to applicants: first time applications for NBTC, renewal fees for current holders of NBTC, and then retake fees for NBTC. To be eligible for these funds, teachers should apply in writing to the Personnel Department by June 1 each year. In the event that the requests for reimbursement exceed the pool of available funds, the funds shall be allocated on a first-come, first-serve basis in accordance with the order of preference specified herein.

XIX - SUPPLEMENTARY PAY SCHEDULE**C. ASHA CCC Certification:**

Individuals who hold or who receive ASHA CCC certification shall be awarded a “once in a career” \$500 stipend after submission of proof of certification to the Personnel Department. In the event the Illinois State Board of Education formally recognizes the ASHA CCC certification as being equal to National Board Certification for teachers, the ASHA CCC stipend shall be increased to \$1000. Staff members currently employed by District 25 who already hold such certification shall receive up to an additional \$500 stipend.

The “once in a career” stipends for ASHA CCC certification holders shall be prorated on the basis of the employee’s FTE status at the time the stipend is paid.

D. Grandfathered Team Leaders or Department Chairs:

Those individuals who received an increment as a Team Leader, Department Chair, Coordinator, and/or Student Council Advisor during the 1994-1995 school year shall continue to have their increments calculated using the percentages and method associated with the Professional Agreement in force as of the 1994-1995 school year for as long as they hold the position (the method of calculating the increment is "grandfathered" for these individuals). Should there be any broken service in the increment assignment, the increment amount will be calculated using the low base salary and the percentages negotiated in the Professional Agreement beginning in the fall of 1998 for the respective positions. Individuals who hold a Department Chairmanship during 1994-95 and reassigned to a Team Leader position will retain their "grandfather" status. Conversely, individuals reassigned from a 1994-95 Team Leader position to a Department Chairmanship will retain their "grandfathered" status.

E. Team Leaders:

When filling a Team Leader position, the District agrees to consider tenure as a significant factor in the selection process. Should it be deemed necessary to appoint a non-tenured teacher to serve as a Team Leader, the District agrees to share its rationale with the tenured teacher not selected upon his/her written request.

F. Compensation Dates – Payroll:

Compensation for all coaching increments shall be paid as soon as possible following the completion of their season on one of the following dates: November 15th, February 15th, April 15th, or June 15th.

XIX - SUPPLEMENTARY PAY SCHEDULE**G. Extension of the Work Year:**

Teachers who are required to work beyond the normal work year as part of their regular assignment shall be compensated at a per diem rate (annual salary divided by the number of days in the school calendar inclusive of paid holidays).

At times there may be opportunities for supported education facilitators to work summer hours. All hours worked must be pre-approved by the Assistant Superintendent of Special Services and shall be compensated at \$30/hour.

At times here may be opportunities for building technology advocates to work summer hours. All hours worked must be pre-approved by the Director of Technology and Assessment and shall be compensated at \$30/hour.

H. Longevity Stipends:

Coaches who remain in the same coaching assignment for three or more consecutive years in a specific sport shall receive an annual longevity stipend of \$100 at the beginning of their fourth year in the position.

I. Special Stipends:

Special stipends of \$100-\$500 may be made for district-wide, multiple building activities, or approved building activities. Special stipends shall only be awarded to projects that have been pre-approved through the Department of Instruction. Projects originated by the Department of Instruction at the district level will carry a stipend as offered by the Assistant Superintendent of Curriculum and Instruction. As well, teachers may prepare a proposal to the Department of Instruction. Forms for this purpose may be obtained from their respective building administrators and/or from the Department of Instruction. Upon mutual agreement, a stipend may be offered. The Assistant Superintendent for Curriculum and Instruction shall recommend to the Superintendent payment of special stipends for special district-wide or multiple building activities where such stipends are perceived to be warranted, appropriate, and representative of specific and significant contributions and efforts clearly beyond the scope of normal in-service or cooperative professional activities. Nothing in this article shall preclude the right of the Board or administrative staff to pay stipends to personnel for purposes determined appropriate in their judgment.

XIX - SUPPLEMENTARY PAY SCHEDULE**J. Consultant Teachers:**

A consultant teacher who assumes the responsibility of working with a teacher who has received an unsatisfactory rating will require time and commitment beyond the regular school day. The consultant teacher may be compensated up to \$1,000. The hourly rate will be determined by dividing the beginning teacher salary by 181, then by 6.5 and rounded to the nearest dollar. It is recognized that the amount of time involved may vary significantly in each remedial circumstance depending on the individual teacher, the remedial plan, and other related factors.

K. Science Olympiad & Science Fairs:

Five hundred dollars (\$500) shall be provided each middle school to be used in conjunction with the Science Olympiad. This may be used as a stipend for one or more individuals, to purchase materials, or for other related costs. Additionally, for teachers that sponsor the Regional and State Science Fairs and the Regional, State, and Science Olympiad, a \$50 Saturday stipend is available for any teacher whose attendance is pre-approved by the building administrator.

L. Elementary Music Performance Groups:

Teachers who sponsor an elementary music performance group shall be eligible to receive a \$30/hour stipend up to a maximum of 4% of the starting low base salary. The total district pool of dollars that is available for this stipend each year is \$7000. Teachers who are interested in receiving this stipend shall submit an annual application requesting approval to the Assistant Superintendent for Curriculum, Instruction, and Assessment by October 31. Application procedures are available from the Department of Curriculum, Instruction, and Assessment.

M. Doctorate Degrees:

In recognition of teachers receiving their doctorate in an educationally-related field, the Board agrees to pay an annual increment of \$1,000. This increment will be prorated in accordance with the teacher's FTE status at the time the stipend is paid. Increments will be paid on the final paycheck at the end of the school year.

N. Certified School Nurses:

The District agrees to provide additional support to certified school nurses by creating a pool of up to nine release days/FTE nurse not to exceed a total of thirty-six days per fiscal year. A certified school nurse may request to use one of the release days to complete certain school related administrative duties. Use of a release day is subject to the pre-approval of the Assistant Superintendent of Special Services.

XIX - SUPPLEMENTARY PAY SCHEDULE

O. **Overnight Field Trips:**

Teachers chaperoning overnight field trips will be compensated at a flat rate of \$50/night per chaperone. All overnight trips and stipends are subject to pre-approval by the building administrator.

P. **Summer Work:**

Compensation for work conducted during the summer months shall be as follows:

| | |
|--|----------------------------|
| Summer School Teachers | \$30.00/hour |
| Summer School Curriculum Writing | \$30.00/hour |
| Teaching In-Service Workshops (non-technology) | \$30.00/hour |
| Teaching Technology Workshops | \$30.00/hour |
| Attendance at Summer Workshops | Current Beginning Sub Rate |

All summer school compensation will be subject to Teachers' Retirement System credit and corresponding deductions in accordance with TRS regulations. No sick leave will be available during summer employment.

Q. **Mileage Reimbursement:**

Teachers who are required to travel between buildings as a part of their assignment are eligible for reimbursement for their expenses associated with the operation of a motor vehicle. It shall be the practice of the District to reimburse eligible employees for their travel expense at the current Internal Revenue Mileage Rate. Mileage expenses will be reimbursed twice during the course of the school year based upon the employee's "Between Schools Transportation" form.

R. **Noon Hour Supervision:**

1. Full-Time Noon Hour Supervision

Full-Time Noon Hour Supervisors are defined as staff members who work five days per week and least thirty minutes/day as a lunch supervisor. Staff members in this category will be compensated at 6.7% of the low base salary on the Teachers' Compensation Schedule. Employees in this category do not need to complete a weekly time sheet and they are allowed to miss up to 15 days during the school year for absences due to illness, personal business, and/or approved professional development workshops or meetings without losing compensation. Should an individual exceed the 15-day total, a payroll deduction will be made for any additional days absent on a per diem basis. Upon return from the absence, the Asst. Supt. for Personnel will determine as to whether or not the employee will move to a time sheet compensation plan for the rest of the school year.

XIX - SUPPLEMENTARY PAY SCHEDULE

2. Part-Time Noon Hour Supervision & Substitute Noon Hour Supervisors

Part-Time Noon Hour Supervisors are defined as staff members who work less than five days/week. Staff members in this group will be paid at the hourly rate listed in the table below and each staff member must complete a time sheet for time worked. Teachers who substitute for absent noon hour supervisors will also submit a time sheet for time worked and will be compensated at the same hourly rate. Teachers will receive payment for their hours worked within thirty days of submission of their completed time sheets to the Payroll Department

| School Year | Rate Per Thirty Minute Noon Hour Supervision * |
|-------------|---|
| 2006 – 2007 | \$14.94 |
| 2007 – 2008 | \$15.39 |
| 2008 – 2009 | \$15.85 |
| 2009 - 2010 | \$16.33 |

*yearly rate (6.7% of low base) divided by the number of student attendance days

S. **Part-time Staff Members:**

A part-time staff member may be required to work additional time outside of his/her contracted schedule for SIP Days, Institute Days, Parent/Teacher Conferences and/or additional days due to the district's use of emergency days. When such additional work is required, the building principal or the Assistant Superintendent for Special Services shall notify the staff member, who shall be eligible for additional compensation on a per diem basis.

Additionally, there may be occasions when either the part-time staff member or the building principal believes that the part-time staff member should work additional time to attend to other school-related activities or responsibilities. If pre-approved by the building principal and the Assistant Superintendent for Personnel and Planning, the part-time staff member shall be eligible for additional compensation on a per diem basis.

To receive compensation for any approved/required additional work time, the part-time staff member shall submit a time sheet to the Payroll Department. The part-time staff member shall receive compensation within thirty days of the submission of the time sheet.

T. **Job-share Teachers:**

In accordance with Article X, section F of the Professional Agreement, job-share teachers will receive payment for additional time worked on Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days.

XIX - SUPPLEMENTARY PAY SCHEDULE

The job-share teacher's building administrator shall submit a written request for payment on behalf of the job-share teachers who work beyond their normal work schedule during Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days. Should a job-share teacher work on a day not normally assigned or work longer than the regular work day as outlined in the job-share proposal (on days other than Institute Days, In-service Days, Parent/Teacher Conference Days, and School Improvement Days), they shall follow the procedures outlined in Article XIX, section S (including pre-approval) to receive additional compensation.

U. **Flex-Facilitator:**

The Flex-Facilitator stipend amount is calculated on a ratio related to the student population of each building. It is agreed that the following ratio will be maintained through the 2006 – 2007 school year. The stipend ratios will be revisited annually and may be adjusted through the regularly scheduled meetings (Reference XVI.A) for the duration of this contract.

| | | | |
|------------|--------|---|--|
| Dryden | .0877% | X | the total budget for Flex-Facilitator stipends |
| Greenbrier | .0489% | X | the total budget for Flex-Facilitator stipends |
| Ivy Hill | .0881% | X | the total budget for Flex-Facilitator stipends |
| Olive | .1030% | X | the total budget for Flex-Facilitator stipends |
| Patton | .0825% | X | the total budget for Flex-Facilitator stipends |
| Westgate | .1104% | X | the total budget for Flex-Facilitator stipends |
| Windsor | .1228% | X | the total budget for Flex-Facilitator stipends |
| South | .1828% | X | the total budget for Flex-Facilitator stipends |
| Thomas | .1738% | X | the total budget for Flex-Facilitator stipends |

The budget for Flex-Facilitator stipends shall be \$16,120 per year through the end of this contract. Nothing in this agreement shall preclude the right of the Board of Education to establish budget level amounts for any line item within the legally approved budget of Arlington Heights School District 25.

XX – RETIREMENT ENHANCEMENT PLAN

General Conditions:

- A. To be eligible for either of the District’s two Retirement Enhancement Options (Option 1 or Option 2) the teacher:
- (1) must meet the age and/or service requirements specified under the selected Retirement Enhancement Option; and
 - (2) must request the retirement enhancement by notifying the Personnel Department in writing of his/her intent to retire under Option 1 or Option 2 by the date listed in the following table. The request shall specify the option selected and the month and year of retirement. Any requests for retirement enhancements occurring outside of the dates specified below shall be considered on a case-by-case basis and are subject to Board of Education approval.

| Letter of Intent to Retire Due to the Personnel Department | Intended Retirement Date * Last day of school term |
|---|---|
| February 1, 2007 | June *, 2011 |
| February 1, 2008 | June *, 2012 |
| February 1, 2009 | June *, 2013 |
| February 1, 2010 | June *, 2014 |

- B. Upon approval by the Board of Education, the teacher’s retirement shall be irrevocable except as provided in sections G and H below.
- C. For the purposes of establishing the amount of creditable service at the point of retirement, it is agreed that the retiring teacher’s “Statement of Personal Benefits” form (issued by the Teachers’ Retirement System) will be used. It shall be the responsibility of the retiring teacher to provide a current copy of his/her “Statement of Personal Benefits” to the Personnel Department with the employee’s letter indicating the decision to retire. The retiring teacher shall also provide, upon written request, an updated current copy of the “Statement of Personal Benefits” to the Personnel Department during the last year of employment in District 25. In order for out-of-state creditable service to count toward retirement credit, the out-of-state service must either be substantiated on the “Statement of Personal Benefits”, or evidence must be provided by the Teachers’ Retirement System that a payment plan is in place to purchase the out-of-state service in question.

XX – RETIREMENT ENHANCEMENT PLAN

- D. The Board's payment of any retirement enhancement shall be conditioned upon the fulfillment of ongoing employment obligations and retirement at the time and under the conditions required herein. Failure to work until the date originally specified for retirement shall result in the forfeiture of any unpaid retirement enhancement, and, in some circumstances, as provided below, in the repayment of any retirement enhancement already received by the employee.
- E. If a teacher resigns prior to the dates stipulated in this Agreement for any reason other than death or a permanent physical or mental disability which renders the individual unable to perform his/her duties as determined by a Board appointed physician (death and permanent physical/mental disability are addressed in Section G below), the Board shall have no obligation to pay any remaining retirement enhancements which would otherwise have been due under this Agreement. Moreover, the teacher shall be required to repay any retirement enhancements that had been paid under this Agreement. Under extenuating circumstances, the Board, at its discretion, may waive the repayment of any retirement enhancements.
- F. Should the teacher be unable to continue employment as a result of death or permanent physical or mental disability which renders that individual unable to perform his/her duties as determined by a Board appointed physician prior to the specific retirement date, the Board shall have no obligation to pay any remaining retirement enhancements which would otherwise have been due under this Agreement. The teacher, or the teacher's family, will keep prior payments made under this Agreement when the teacher's death or disability makes continued employment impossible. Under extenuating circumstances, the Board at its discretion, may adjust the employee's final year salary to reflect any scheduled salary increases the employee may have forfeited to maintain his/her eligibility for a Board contribution toward the cost of the employee's one-time nonrefundable MERO contribution to the Teachers' Retirement System under Option 2.
- G. Should illness or injury befall an individual (under obligation to retire under Section XX – Retirement Enhancement Plan) or a member of the individual's immediate family (as defined by the School Code) resulting in the loss of sick days to the extent that the retiring individual no longer meets the criteria for retirement under the specified option approved by the Board of Education, the Board shall:
1. allow the individual to work the number of days necessary to meet the retirement criteria specified and approved under Section XX;

XX – RETIREMENT ENHANCEMENT PLAN

2. compensate the individual for work allowed beyond the original retirement date at a gross per diem rate of:
 - \$300 for 90 days or more of TRS creditable work
 - \$250 for 61 to 89 days of TRS creditable work
 - \$200 for 31 to 60 days of TRS creditable work
 - \$150 for 10 to 30 days of TRS creditable work
3. provide insurance benefits (for those who qualified for benefits during the previous year), ten days of sick leave as required by School Code, and shall exclude emergency personal business days, and holiday pay during the number of days necessary to meet the retirement criteria specified and approved under Section XX; and
4. retain the right to assign the individual to any position for which the individual is qualified and for which TRS creditable service may be earned including (but not necessarily limited to) teaching, substitute assignments, certified teaching assistant/substitute assignments, teacher on assignments, or extended assignment substitute positions.

It shall be the responsibility of the employee who has been allowed to work beyond the previously approved retirement date to meet their originally approved TRS creditable service requirement with District 25 under Section XX of the Professional Agreement promptly and within the timeframe approved by the Superintendent or Superintendent's designee. Such an approved timeframe shall provide the employee enough time to replace the number of sick days necessary to meet the requirements of the originally selected option under Section XX of the Professional Agreement.

Failure to fulfill the work assignment within the approved extension shall result in the employee's disqualification from the Retirement Enhancement Plan and shall require the employee to pay back all sums of money extended to the employee under the Retirement Enhancement Plan and a forfeiture of the employee's right to participate in any of the Retirement Enhancement Plan's options. This provision shall not apply to those who cannot meet the essential functions of their work assignment under the extension because of death or permanent physical or mental disability.

Those individuals who have a physical or mental disability may apply for disability benefits through the Teachers' Retirement System and may remain on disability until they have accumulated the originally required amount of creditable service under the terms of Article XX of the Professional Agreement.

XX – RETIREMENT ENHANCEMENT PLAN

- H. Should a retiring teacher begin to receive his/her retirement enhancement and should a significant life event (such as the death of a spouse) cause that teacher to request to continue teaching in the District and should the Board allow the teacher to continue employment as a teacher, the Board shall not be obligated to continue the payment of the retirement enhancement. The ability to rescind the retirement decision shall be at the sole discretion of the Board of Education. Under this type of circumstance, the teacher shall repay the entire amount of the retirement enhancement paid to date. Subject to Board approval, such repayment may either be made in one lump sum or through a series of deductions from the teacher's salary, with final repayment to be made upon a date which reflects the length of time the teacher received the retirement enhancement (*i.e.*, a teacher who received retirement enhancements for one year and then was permitted to rescind his/her retirement, must repay the retirement enhancements within one year).
- I. The District will not pay a retirement enhancement under more than one District 25 option.
- J. In the even the Illinois General Assembly enacts any legislative changes impacting that portion of P.A. 94-0004 requiring employers to make contributions for certain salary increases in excess of six percent (6%), either party may request to bargain concerning the retirement enhancements included in this Article XX, by submitting a written request to the other within sixty (60) days of the effective date of such legislation.

Retirement Options:

- A. **Option 1 – Non – Modified Early Retirement Option (“MERO”)**
The retirement enhancement provided under Option 1 is available to those staff members with at least 35 years of creditable service but less than 36 years of creditable service retiring into the Teachers' Retirement System and where there are no MERO contributions for the teacher and/or the Board of Education to pay into the Teachers' Retirement System.
- (1) To be eligible for Option 1, the employee must provide notice in accordance with the table shown in Section A(2) of this Article XX.
 - (2) The employee shall receive annual increases of 6% over his/her salary in the previous year during the final four years of employment prior to retirement.

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XX – RETIREMENT ENHANCEMENT PLAN

- (3) For the purposes of calculating the salary amount upon which the retirement enhancement shall be based, the salary reported for the fifth year prior to the intended date of retirement (as referenced in the employee's letter of intent to retire) shall be known as the base salary for the purpose of calculating the retirement enhancement. The term "salary" shall include longevity payments, stipends, and all other payments considered by TRS to be part of creditable earnings. If a teacher has provided notice of retirement and is to receive the six percent (6%) salary increase under either option, the teacher shall continue to perform the same paid assignments that resulted in the total previous year's compensation upon which the 6% increase is based, except in the following situations:
 - (a) If the teacher voluntarily declines to perform any of the previous years paid assignments or if the teacher is removed from any assignments for cause, the teachers' compensation will be reduced accordingly.
 - (b) If the teacher is removed from the previous year's paid assignment, without cause, the 6% compensation increase shall not be reduced.
 - (c) If a paid assignment is eliminated by action of the District, the 6% compensation increase shall not be reduced, however, the teacher may be reassigned to a similar paid assignment.
- (4) The employee shall receive a post-retirement, non-reportable (to TRS) stipend in the amount of Fifteen Thousand Dollars (\$15,000), less state and federal taxes and any other deductions required by law or authorized by the employee. Such sum shall be paid to the employee after the employee retires and within thirty days after the employee has received his/her final paycheck for regular earnings. Notwithstanding the fact that the stipend shall not be paid until after the employee retires, the Association does not waive its right to file a grievance to enforce the terms of this provision of the collective bargaining agreement.

B. Option 2 – Modified Early Retirement Option (MERO)

The retirement enhancement provided under Option 2 is available to those staff members who meet the age (Between the ages of 55-60) and service requirements (at least 20, but fewer than 35 years of service) to retire under the statutory Modified Early Retirement Option.

- (1) To be eligible for Option 2, the employee must provide notice in accordance with the table shown in Section A(2) of this Article XX.

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XX – RETIREMENT ENHANCEMENT PLAN

- (2) Staff members electing early retirement under the present state adopted plan (TRS Modified Early Retirement Option) shall be subject to all the applicable provisions of the statutes. The Board of Education will pay 100% of the Board's one-time contribution to the Teachers' Retirement System when the teacher selects retirement Option 2.
- (3) The number of teachers who may retire under the statutory Modified Early Retirement Option in any year is limited to 50% of those eligible, with the right to participate determined on the basis of seniority in the service of the District.
- (4) An eligible employee who has not received an increase in "salary" (as that term is defined under Option 1) in excess of 6% over the prior year's salary in each of the four non-grandfathered years used by TRS to calculate his/her final average salary, may elect to retire under Option 2 and on behalf of said employee the Board shall contribute 30% of the employee's total contribution (*e.g.*, if the employee is required to make a contribution equal to 34.5% of the highest annual salary used to determine his/her final average salary, the Board shall contribute an amount equal to 10.35% (34.5% x 30%) of the employee's highest annual salary and the employee shall pay the remaining 24.15%) toward the cost of the employee's one-time nonrefundable MERO contribution. The Board's contribution shall be made directly to TRS.
- (5) An employee may receive scheduled salary increases during the four-year period, or 6%, whichever is less. If any scheduled salary increase and/or longevity payment, stipend, etc. would result in an employee receiving an increase in excess of 6% over his/her prior year's earnings, the employee must choose one of the following:
 - Employee accepts the increase in excess of 6% and forfeits the Board of Education 30% payment toward the employee's MERO contribution, or
 - Employee agrees to accept an increase of 6% in lieu of the increases in excess of 6%, and the Board of Education will pay 30% of the employee's MERO contribution to TRS.

XXI - FAIR SHARE

- A. It is recognized that the negotiations and administration of this Agreement entail expenses, which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Arlington Teachers' Association, such teacher will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration ("Fair Share Fee") or
 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within ninety (90) days following commencement of employment of the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the Fair Share fee in equal payments over the remaining payroll periods provided that the Association shall certify to the Board a Fair Share fee, in conformity with Federal and State law and the rules of the IELRB.
- C. The Board shall cooperate with the Association to ascertain the names of all employee non-members of the Association from whose earnings the Fair Share payments shall be deducted, their work locations and available space to post a notice concerning Fair Share.
- D. The Association shall inform all teachers annually concerning the Fair Share fee information required or permitted by the Labor Relations Act and Board rules.
- E. The Association will provide the Board with a copy of the appeal procedure for those individuals whom may wish to appeal the amount and/or process of the Fair Share. The Association shall advise the Board of any subsequent changes.
- F. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the Association and the Board hereby agree to comply with the Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Association and the objector(s).
- G. Arlington Teachers' Association, the Illinois Education Association and the National Education Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice certification, affidavit, or assignment furnished under any such provisions.

XXI - FAIR SHARE

- H. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Association and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
- I. Effective date will be August 30, 1990.
- J. The parties expressly recognize the rights of non-members as provided for in Section 22 of the IELRB.

XXII - EMERGENCY DAYS

The Board of Education agrees to approve the last two days of each school year covered by this agreement as emergency days should no more than three emergency days be used during a school year prior to that time.

In addition, the Board reserves the right to direct the Administration to utilize the remaining three emergency days for staff development. All efforts will be made by the Board and the Administration to protect the teacher directed day in the spring. Furthermore, the Board recognizes its responsibility to negotiate with the Association prior to implementing any changes in the use of emergency days.

XXIII - MENTORING

- A. The Board and Association agree that the mentoring is essential to the success of teachers new to District 25.
- B. Mentor Selection - Mentors shall be selected in the spring by the professional staff of each building once the specific need has been determined. Mentors shall be selected from the ranks of tenured staff members unless there are extenuating circumstances. Exceptions may be made when the professional staff feels that the expertise and/or experience of the non-tenured staff members would serve to benefit the new colleague. The position of mentor shall be voluntary. Whenever possible individuals will not be asked to mentor more than one new teacher at a time.
- C. Responsibilities - Mentors shall not be expected to perform supervisory tasks. Building administrators should not ask mentors for information about the new colleague that could be evaluative in nature. However, the mentor and new colleague may request assistance from a building administrator relative to information and/or resources to assist the new colleague.

The role of the Mentor shall be to:

- a. serve as a source of information to the new colleague;
 - b. assist the new colleague in assimilating the culture of District 25;
 - c. facilitate social and professional growth within the organization; and
 - d. provide "on the spot" advice and support to the new colleague regarding all aspects of teaching within District 25.
- D. Mentor Evaluation - A teacher's Annual Summary Report should not be impacted negatively by their ability or inability to mentor effectively and/or their willingness to participate in the mentoring program.

XXIV - EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties thereto. Agreements on any and all areas included herein are limited to the specific language approved and ratified by the parties and shall not constitute implicit agreement to further negotiate matters related to any general area or topic involved except as specifically required or as provided by mutual agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this agreement.
- B. This agreement and any subsequent changes shall be incorporated into the Board policies of School District 25, Arlington Heights, Cook County, Illinois, and shall be a part of the said policies during the duration of this agreement.
- C. The terms and conditions of this agreement shall be implicit in individual contracts or employment agreements of teachers.
- D. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.
- E. All communications to the Board shall be channeled through the Superintendent and to the Association through its President.
- F. All administrative titles used herein are generic and for convenience of interpretation and implementation. In the event of change of title, modification of administrative structure, or other reasonable cause for uncertainty, communications and requests shall be directed to the Superintendent who shall take whatever action he deems necessary and appropriate to implement and honor the terms and spirit of this agreement.

XXVI – DURATION AND ACCEPTANCE OF AGREEMENT

- A. This agreement shall be in full force and effect for the school years 2006 – 2007, 2007 – 2008, 2008 - 2009, 2009 – 2010 and shall continue in force and effect until August 15, 2010 unless extended by mutual agreement. Reopening of this Agreement on any section shall occur in accordance with Article II-Section F.
- B. The Board shall arrange for reproduction of any agreement ratified between the parties for distribution to staff members eligible for Association representation. Such material shall ordinarily be made available within thirty (30) days of ratification.
- C. This Agreement is signed this twenty-fourth day of August 2006.

In witness thereof:

For: Board of Education
School District 25

For: Arlington Teachers'
Association

Dan Petro, President

John Katzenmayer, President

Susan Preissing, Secretary

Sara Robinson, Secretary

David Wano

Ann Buch

Ken Nielson

Christie Brennan

Renee Zoladz

Jeff McHugh

Stacey Mallek

Ron Wirth

Chris Fahnoe

David Keller

Brian Kaye

Diane Burk