

CONTRACT
between the

Taft School District 90 Board of Education
and

The Taft Council of the
American Federation of Teachers, Local 604

2011-2014

I – INTRODUCTION

A. AGREEMENT

The Board of Education of Taft School District 90 hereinafter referred to as the “Board”, recognizes the Taft Council of the American Federation of Teachers Local 604, certified employed teaching personnel, hereinafter referred to as “Union”, except for the superintendent, principal, all supervisory and managerial personnel and teaching aides. This contract will be in effect for the 2011-2012, 2012-2013, and 2013-2014 school years.

B. SCOPE

The Union and Board of Education agree that, they shall bargain collectively matters directly affecting wages, hours and terms, and conditions of employment, as well as, impact thereon. The Board of Education shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

C. MEETINGS

All negotiation meetings between the Union and the Board will be held in accordance with the ground rules that have been approved by both the Union and the Board. The approved ground rules are as follows:

D. NEGOTIATION PROCEDURES

1. The date, time place, and agenda of the next meeting shall be established before adjournment of any meeting.
2. It is the mutual responsibility of the School Board and the Union that their representative negotiation agents shall have the necessary power and authority to make and consider tentative proposals, counter proposals, and tentative agreements.
3. All tentative agreements shall be written and initialed by the spokesman of their respective teams at the meeting the tentative agreement is reached. Signed copies shall be given to each negotiating team.
4. All negotiating meetings shall be closed to the public.
5. All agreements to, or any phase thereof, shall be considered tentative until the entire agreement is negotiated and ratified by both the Board and the Union.

6. Both parties reserve the right to utilize consultants or advisors who are not employees of the school district.
7. Composition of the negotiating teams shall be is limited to three representatives each for both the Union and the Board.
8. Meetings will not exceed beyond 2 hours, including caucus time. Meetings may be extended beyond 2 hours by mutual consent.

II – LEAVES

A. SICK LEAVES

The granting of sick leave shall be subject to the following:

1. Each teacher shall be entitled to a total of fifteen (15) sick leave days with a full pay per school year. Such sick leave shall not exceed an accumulation of 340 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or death in the immediate family or household. The immediate family, for purposes of this section, shall include spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, and legal guardians.
2. Up to three (3) bereavement days with pay shall be allowed upon superintendent's approval in the event of a death in the immediate family as defined above. These days will be neither sick leave nor personal leave. Personal days may be used for the death of aunts, uncles, nieces and nephews, friends, or non-family members. If no personal days are available, sick days may be utilized. The teacher shall make every effort to notify the superintendent of his/her designated representative no later than 6:30 A.M. on the day of the absence.
3. A medical doctor's certificate may be required by the superintendent for any sick leave that exceeds three (3) consecutive school days or for excessive use of sick leave.
4. Full-time tenured teachers who have at least twenty (20) years of service to the District, who have accumulated 340 sick days, and who have attained the age of fifty (50) years shall accumulate an additional seven (7) days of sick days each year to age fifty-five (55), thirty-five (35) which may only be used in the last year before retirement.
5. Teachers shall be notified in writing at the beginning of each school year, and thereafter reported on subsequent paychecks, as the current number of sick leave/personal days they have accumulated.

B. PERSONAL LEAVE

Each teacher shall be allowed a maximum of three (3) days paid leave per school year for personal, moral, or business reasons, which cannot ordinarily be attended to while school is in session without specific reason being given. Teachers with twenty (20) or more years of district-recognized service shall be eligible for four (4) personal days maximum. The request for personal leave must be in writing and received by the Superintendent no less than two (2) days before the requested date of personal leave. No deduction from accumulated sick leave will be made for personal leave days. Such personal leave may not be requested nor allowed during the first two (2) teacher employment days or last two (2) teacher days of any school year, nor the day preceding or following the school holiday period of Thanksgiving, winter or spring break. Three (3) personal leave days per year may be accumulated toward sick leave. No teacher may accumulate personal or sick leave exceeding 340 days.

C. CIVIC DUTY LEAVE

A teacher shall be excused at full pay for the purpose of performing Civic duties such as jury duty and witnessing. The teacher will sign over to the District any money received from jury duty. Upon receiving jury duty notification, a teacher will immediately notify the Superintendent, who will do the scheduling of time away from school for Civic duty.

D. LEAVES OF ABSENCE

Leaves of absence without pay for up to one (1) year may be granted to tenured teachers if requested at least three (3) months before the leave is to be taken, subject to approval by the Board. Leaves may be granted for:

1. Advanced study leading to a degree in an approved university.
2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
3. Military Service.
4. Other reasons acceptable to the Board, which will improve the educational program.
5. Childcare leave / Maternity leave.

Childcare leave without pay shall be granted for up to one (1) full year (unless mutually extended) to all full-time tenure teachers who desire to return to employment in a similar capacity at a time consistent with the needs of the District as determined by the Board. Each approved childcare/maternity leave of absence shall be of a reasonable duration required to meet the purpose of

the leave consistent with a reasonable continuity of instruction of students. Leaves of absence for the purpose of childcare shall be granted under the following conditions:

- a. Request for childcare leave must be made in writing to the Superintendent at least ninety (90) calendar days before the leave is to begin, stating the beginning and ending dates of the requested leave.
- b. Requested dates of departure and return must be acceptable to the administration and the Board. Such leave shall not be allowed after the first day of school following the child's first birthday, or in case of adoption, the first day of school following the anniversary date of the adopted child's reception into the family.
- c. In case of adoption the Superintendent of Schools will be notified in writing within ten (10) days of filing an application for a child with an adoption agency.
- d. In the case of adoption the Superintendent of Schools will be notified in writing immediately upon notification to the teacher that child placement or custody is about to take place. (Specific date, if known, must be indicated.)

With the consent of the carrier, teachers on such leaves may continue benefits if they reimburse the District for any prorated costs of benefits for which they apply. Confirmation of intent to return from leave shall be given to the Superintendent in writing no less than sixty (60) days before the initial date of return. A teacher desiring to return at any other time may do so with the approval of the Board. Teachers will receive the negotiated salary increase on any approved leave of absence without pay, if the teacher has worked ninety (90) days.

III – SALARY PROVISIONS

A. SALARY SCHEDULES

The salary pay schedules for the year 2011-2012 will be determined by adding a 3.5% increase to the teacher's previous year's retirement salary. The salary schedule for the year 2012-2013 will be determined by adding a 3.5% increase to the 2011-2012 retirement salary. The 2013-2014 schedule will be determined by adding a 3% increase to the 2012-2013 retirement salary. Upon settlement of a contract after the beginning of a school year, one retroactive check shall be paid in a timely manner to reflect any additional compensation earned to that date.

B. PLACEMENT ON THE SALARY SCHEDULE

New teachers employed for the 2011-2012 school year and thereafter will be granted credit for prior teaching experience not to exceed five (5) years. The salary schedule will be utilized for placement of new teachers. Once placed on the schedule, the salary will be increased by the agreed contractual language in subsequent years. The teacher shall present written evidence of this credit from state, county or school district authorities in which the credit was acquired. The District has the option to increase the starting salary schedule during the term of this agreement, pending negotiations with the Union.

C. DEDUCTIONS

District 90 will make payroll deductions upon written request by the teacher on the form provided by the Board office for teacher union dues, credit union, and annuity plans. All payroll deductions withheld for the purpose of annuity payments shall be paid/mailed by the first of each month. The Union shall indemnify and hold harmless the Board and its agents from any and all claims, demands, suits and cost incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board and its agents for the purpose of complying with the provisions of the section.

All future full-time employees covered by this Agreement who are not members of the Taft Council of the AFT-Local 604 (The Union), commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and as long as they remain non-members of the Union, shall pay the Union each month, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earning of the non-member employees and remitted to the Union provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting fair share not exceeding the dues uniformly required of members of the Union and which describes the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share. The amount certified by the Union shall not include fees for contributions related to the election or support of any candidate for political office.

Non-members whose religious tenets or tenets of a church or religious body object to a fair share agreement may elect to pay an amount equal to their proportionate share to a mutually agreeable non-religious charitable organization.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against all claims, demands, actions, complaints, suits, or other action taken by the Board for the purposes of complying with the above

provisions of the Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any such provisions.

D. COURSE WORK

Course work to be utilized for the advancement on the salary schedule will be accepted as follows:

1. Full credit for all graduate work leading to a master's degree in education.
2. Full credit for all graduate work pre-approved by the Superintendent.
3. Proof of completion of course work shall be filed by the teacher with the District office by September 30th in order to receive credit on the salary schedule during that year.
4. For all pre-approved course work in an approved master's program or advanced endorsement of degree taken after the beginning of the 2011-2012 school year or for recertification college courses, the Board will reimburse a teacher \$150.00 per credit hour. Reimbursement to the teacher will be made upon receipt of proof of completion of the course work by the District office. Reimbursement for summer course work will be reimbursed by September 15 of the following academic year contingent upon reemployment in the district.

E. PAY PERIODS

Bimonthly paychecks will be issued on the 15th and 30th of each month (February 28th). The check will be issued on the last teaching day prior to either period. When the pay date falls within winter or spring vacation, paychecks will be issued the last teaching day prior to the start of said vacation if funding is available.

F. HOLD HARMLESS TEACHER RETIREMENT

- a. It is expressly understood that the Board will pay a sum equal to 9.4% of the stated salary to the Teacher's Retirement System on the teacher's behalf. The teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the retirement system.
- b. The Union agrees to indemnify and hold harmless the Board, individual members thereof and its agents and employees from any and all claims, including but not limited to the cost of the defense thereof, resulting from any action taken to effect compliance with this section, provided the Union is served promptly with notice of any such claim and that defense thereof is surrendered to the Union and to counsel of its choosing. The parties understand that, should the Internal Revenue Service or any court of competent jurisdiction declare failure to withhold federal or Illinois Income Taxes on amounts paid by the Board to the retirement system in accordance with this section counter to law. The Board shall reserve the right to bring its practice in this regard into conformance with law, the above language notwithstanding.

G. HEALTH AND LIFE INSURANCE BENEFITS

The Board will provide single coverage health insurance for all teachers. The Board will pay the increase for the single insurance premium each school year during the term of this contract. For Taft non-tenured certified teaching staff at the first to fourth years of service who were enrolled in family coverage prior to the 2011-2012 school year, the Board will pay a contribution toward full family coverage of \$3,500 and pay up to 10% of any increase in insurance premium costs that may occur during each of the school years. For Taft tenured certified teaching staff at the fifth to nineteenth years of service who were enrolled in family coverage prior to the 2011-2012 school year, the Board will pay a contribution toward full family coverage of \$4000 and pay up to 10% of any increase in insurance premium costs that may occur during each school year. For Taft non-tenured certified teaching staff at the first to fourth years of service enrolling in family coverage starting in the 2011-2012 or thereafter, the Board will pay a contribution toward full family coverage of \$3,500 and pay up to \$250 per year of any increase in insurance premium costs that may occur during each of the school years. For Taft tenured certified teaching staff at the fifth to nineteenth years of service enrolling in family coverage starting in the 2011-2012 or thereafter, the Board will pay a contribution toward full family coverage of \$4000 and pay up to \$250 per year of any increase in insurance premium costs that may occur during each school year. For Taft tenured certified teaching staff with 20 or more years' service, the Board will pay 80% towards full family coverage during the life of the agreement. For teachers hired prior to the 2008-2009 school year, the Board will continue to pay 100% of full family coverage after 20 years service.

All teachers must participate in the District's hospitalization plan if they choose to enroll for the insurance coverage. Teachers will be billed bimonthly through payroll deductions for all insurance premium costs exceeding the maximum limits stated above.

IV – WORKING HOURS

1. Teachers shall be expected to open their rooms twenty (20) minutes before the first bell for students to enter the building. Teachers shall be expected to be in their rooms five (5) minutes before the first morning bell for students to enter the building and fifteen (15) minutes after the end of homeroom at the end of the day. The normal workday shall be seven (7) hours and twenty (20) minutes. Early dismissal days shall conclude at 1:45 p.m.
2. The school year for teachers shall consist of a total of 180 pupil attendance and institute days. It is acknowledged that there will be 185 scheduled days in the school calendar; however, this is only to insure that there will be 180 teacher attendance days.
3. Each full time certified teacher will have a daily plan period equal to one 42-minute class period. Teachers who give up their plan periods will be reimbursed

\$25.00 per each missed plan period. Teachers are only to be used if substitutes are unavailable.

4. MEETINGS:

- a. Teachers' meetings, including all certified staff, will be scheduled by the administration.
 - b. Barring an emergency, there shall be no more than two (2) required teacher monthly meetings not held during the regular school hours. If a staff member is required to attend more than the two (2) regularly scheduled teacher meetings, said staff member shall be paid \$30.00 per hour.
 - c. Staff members will be obligated to be present at grade nights, winter program and graduation. All measures will be taken to minimize attendance time.
5. By the last day of any given school year, a tentative schedule of all paid assignments for the coming year will be posted. Teaching assignment is interpreted to mean grade level in grades K-5 and basic subject areas in grades 6-8 as well as paid duty assignment notification. Every effort will be made by the administration to adhere to the assignment given. Any necessary change will be relayed to the teacher involved as soon as possible for planning purposes.

V – GRIEVANCE PROCEDURE

SECTION 1. DEFINITION:

A grievance shall mean a complaint that there has been an alleged violation or misapplication of any provision of this agreement.

SECTION 2. STATEMENT OF BASIC PRINCIPLES:

- A. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without intervention or representation of union representative.
- B. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A grievance may be withdrawn at any level without reprisal from the Union or Board against grievance.
- C. The failure of a teacher or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

- D. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Union deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any reasonable extension of grievance procedure time limits.
- E. In any instance where the Union is not represented in the grievance procedure, the Union will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this agreement. Any final disposition of grievance alleged by the Union to be in conflict with this agreement shall be grievable by the Union.
- F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused with pay for that purpose.
- G. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher union representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

SECTION 3. PROCEDURE:

- A. **FIRST STEP:** An attempt will be made to resolve any grievance in informal, verbal discussion between complainant and his immediate supervisor.
- B. **SECOND STEP:** If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the immediate supervisor. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within ten (10) working days from the date of the occurrence of the event giving rise to the grievance. The immediate supervisor who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) working days.
- C. **THIRD STEP:** In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the immediate supervisor's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written

grievance is filed, the aggrieved, the representative of the aggrieved as desired, the immediate supervisor, Superintendent or his designee shall meet. The Superintendent shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher, the immediate supervisor, and the Union.

- D. **FOURTH STEP:** If the grievance cannot be settled at the Third step the grievance shall be submitted to the Board of Education within five (5) school days. The aggrieved, acting independently or through the Union, shall have a hearing conducted by the full Board in closed session of the Board at the next regularly scheduled Board meeting. The Board shall render its decision in writing within five (5) school days after the meeting.

- E. **FIFTH STEP:** If the grievance is not resolved satisfactorily to the Union within five (5) school days after consideration by the Board, there shall be available a fifth step of impartial binding arbitration. The Union may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) school days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternatively strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expense for the arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own in his agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Union and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the agreement.

VI – CONFORMITY TO LAW AND RESERVATION OF RIGHTS PROVISION

- A. It is expressly understood and agreed that all functions, rights, powers or authority of the administration of Taft School District 90 and the Board of Education which are not specifically limited by the express language of this agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

- B. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. 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.

- C. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections or clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section or clause.

VII – NO STRIKE PROVISION

- A. During the term of this agreement and any extension thereof
 - 1. The Board shall not lock out its employees.
 - 2. No employee covered by this agreement, nor the Union, nor any person acting on behalf of the Union, shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the school District’s premises, any strike, slow down, or other refusal to render full and complete services to the Board, i.e. beat the system, or any activity whatsoever which should disrupt in any manner in whole or in part the operation of the school district.
- B. In the event of any violation of any provision of Section A2 of this Article by the Union, its members or representative, or by any employee:
 - 1. Any violating employee shall be subject to discipline or discharge as determined appropriate in the sole unilateral discretion of the Board.
 - 2. The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

VIII – CO-CURRICULAR ASSIGNMENTS

Co-curricular positions shall be compensated in accordance with the co-curricular salary schedule. A copy of this schedule will be found under Appendix A of this agreement. Teachers will be encouraged to participate as sponsors of these programs.

IX – EXPENSES OF PRINTING AGREEMENT

The cost incurred for printing this agreement for teacher distributions shall be borne equally by the Union and the Board.

X – USE OF SCHOOL FACILITIES

The Union and its representative may use school facilities after school hours for their Union meetings if approved by the building administrator at least two (2) days prior to meeting and provided this does not conflict with regularly or previously scheduled

building or district activities. Committee meetings of five or fewer members may be held after school hours prior to 4:45 p.m. without special permission. When special custodial services are required, the Union will pay for said services at the usual and customary rates.

XI – TEACHERS EVALUATION

The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction. Accordingly, the following procedure is established.

1. The building principal or the superintendent shall conduct formal evaluations of classroom teaching performance according to the criteria created herein.
2. All formal observations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher.
3. No formal observation shall take place until the building principal or evaluator acquaints each teacher under his/her supervision with the evaluating procedures and instruments. Formal observations shall not take place during the following times: the week before winter break, and two days before and after Thanksgiving and spring vacation, Halloween, and the first and last week of school unless under remediation.
4. Formal teacher observations shall be preceded by a pre-evaluation conference between the evaluator and the teacher to review all relevant factors involved in the evaluation process.
5. A copy of each formal written observation of classroom teaching performance shall be given to the teacher, who shall acknowledge in writing the receipt thereof, and one copy shall be placed in the teacher's personnel file. A conference shall be held between the teacher and the evaluator within fifteen (15) school days after the classroom observation. The parties shall analyze the observation that shall be as to the teacher's strengths and weaknesses with the supporting reasons for comments made. The teacher evaluated and the evaluator shall acknowledge in writing that said conference was held. The teacher shall have the right to attach any explanation to the observation notes as part of that observation.
6. A formal classroom observation shall be defined as one involving a classroom visitation of not less than thirty (30) minutes, but not to exceed forty-five (45) minutes.
7. The classroom performance of non-tenured teachers shall be evaluated at least twice each year. At least one classroom observation shall be conducted before December 15th of each year, and at least one observation shall be conducted between January 1st and March 15th of said year.

8. Each tenured teacher will be evaluated at least once every two (2) years, and special consideration will be given to teachers upon reasonable request, if mutually convenient.
9. In the event that the teacher contends his/her formal written evaluation of the classroom teaching performance was incomplete and inaccurate, he/she shall, within twenty (20) school days after the classroom observation conference with evaluator, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

XII – REMEDIATION PLAN

1. A tenured teacher shall have a remediation plan and procedure developed and implemented in accordance with Chapter 122, 24A-5 of the School Code.
2. The Union shall supply a roster of qualified teachers from whom the consulting teacher is to be selected.
3. The consulting teacher shall not be required by either party to participate in any dismissal hearing. The consulting teacher shall provide advice to the teacher rated “unsatisfactory” on how to improve teaching skills and to successfully complete the remediation plan. The consulting teacher shall participate in developing the remediation plan.
4. Consulting teachers will receive a stipend of \$25.00 for every verified clock hour beyond the regular teacher work hours that will include any loss of planning time.
5. The Board will hold consulting teachers harmless from any legal liability arising from the performance of their responsibilities as consulting teachers.
6. The remediation guidelines shall be submitted to the evaluation plan committee for final approval or revisions.

XIII – EARLY RETIREMENT

The Early Retirement Plan of Taft District 90 has been established to recognize the contributions made by the long-term full time employees. The Early Retirement Plan is designed to complement and supplement the provisions of the TRS. This Early Retirement Plan will expire at the end of the 2013-2014 school year whereupon this plan will be renegotiated. However, District 90 will honor this plan for anyone entering the Early Retirement Plan during the life of the Agreement.

The conditions of the District 90 Early Retirement Plan are as follows:

1. Anytime after an eligible employee has reached the age of fifty-five (55) years, a certificated staff member may elect to participate in the Early Retirement Plan.
2. To be eligible the person must have completed fifteen (15) years of full time employment within the district, immediately preceding retirement, must become fifty-five (55) years of age before the first day of the next school year, and must be a participant in the TRS.
3. A teacher, who elects to retire within a four year period, must notify the Superintendent in writing by February 28th of the school year preceding commencement of the agreement for year four.
4. The teacher will be provided Health/Medical insurance for a five-year period following retirement. The Board will contribute no more than the amount equal to the single plan premium toward hospitalization for the teacher and family. The retiring teacher may choose to remain on the present school district insurance plan or the TRS insurance plan.
5. In the retirement year, the teacher will be able to apply 340 days of unused sick leave toward retirement credit with TRS.
6. During the last year of employment under this Early Retirement Plan, any teacher who retires with TRS and whose accumulated sick leave falls to or below the level required by TRS for one year of service credit, shall be allowed to use sick leave from the fifteen (15) days allowed each school year without further decrease in the total sick leave days accumulated.
7. After a teacher uses the maximum allowable sick days towards service credit, the teacher will receive payment from District 90 at a rate of \$25.00 per day for any unused sick leave days.
8. Any teacher who retires under the Early Retirement Plan shall receive twenty percent (20%) of his/her base salary of the last year's teaching base for five (5) consecutive years. These monies shall be paid into a 403b account in compliance with IRS statute 409a.
9. Employees may select a Retirement Plan in length between four (4) years and one (1) year. If the employee selects a four year plan, his/her total creditable earnings during the fourth year before retirement shall be increased by 6% over what they were the previous year. During the remaining three years of employment, the employee's total creditable earnings shall be 6% more than they were the previous year. For employees selecting a plan less than four years, their total creditable earnings in each of the years remaining until retirement shall be 6% greater than the previous year.

It is the intent of the parties that the Board of Education not be assessed any actuarial costs or other penalties by TRS as a result of employee compensation increases in any

of the last four years of employment exceeding 6%. Therefore, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board.

XIV – ZIPPER CLAUSE

WAIVER OF MID-TERM BARGAINING

- A. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. Therefore, the Board and Union for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over any matter which either is referred to in this Agreement or which included the exchange of proposals and substantive counterproposals made by either party during the course of negotiating this or prior agreements.

- B. The Union and the Board agree that there may be instances where strict adherence to contract language may impede implementation of educational alternatives which are designed to meet student needs. In those instances, the Union and the Administration may discuss possible alternatives to provide relief from specific contract provision in order to meet student needs. Mutual agreements reached in this process shall be considered non-precedential. Any letters of understanding reached under this provision shall terminate upon the expiration of this contract or as specified in the letter.

ACCEPTANCE OF AGREEMENT

Taft Council
AFT Local 604
IFT/AFT/AFL-CIO

Taft School
District No. 90
Lockport, Illinois

Council President

Board President

Date

Date