

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

**BOARD OF EDUCATION,
SCHOOL DISTRICT #87**

AND

BERKELEY EDUCATION ASSOCIATION, IEA-NEA

2019-2020

2020-2021

2021-2022

2022-2023



PREAMBLE

This Professional Negotiations Agreement (PNA), effective the first day of the 2019-20 school year, has been entered into and agreed upon this 20th day of May, 2019, by and between the Board of Education of School District #87, hereinafter referred to as the “Board”, and the Berkeley Education Association, hereinafter referred to as the “Association”, affiliated with the Illinois and National Education Associations.

INDEX

ARTICLE	TITLE	
I	RECOGNITION	4
	A. Recognition	4
II	TEACHERS' RIGHTS AND WORKING CONDITIONS.....	5
	A. Board Minutes.....	5
	B. Meeting Place.....	5
	C. Inter-Building Communications.....	5
	D. Use of Equipment and Spaces.....	5
	E. Vacancies, Transfers, and Promotions	6
	F. Reassignment due to Reduction of Force	8
	G. Building Practice.....	9
	H. Self-Protection	9
	I. Teacher Protection; Absence due to On-The-Job Injuries....	9
	J. Personnel Hearing	10
	K. Planning/Lunch/Recess.....	10
	L. School Calendar.....	12
	M. Class Size	13
	N. Parental Complaints	13
	O. Pupil Personnel Services.....	14
III	COMPENSATION	15
	A. Salaries.....	15
	B. Initial Placement on the Salary Schedule.....	15
	C. Salary Schedule Movement.....	15
	D. Final Compensation	17
	E. Payroll Deductions	18
	F. Curriculum and Instructional Committees.....	18
	G. Committee Work.....	18
IV	BENEFITS.....	20
	A. Hospitalization Insurance.....	20
	B. Section 125 Cafeteria Plan	20
	C. Life Insurance.....	21
	D. Retirement.....	21
	E. Tuition Reimbursement.....	26
	F. Travel Reimbursement.....	29
	G. Sick Leave and Bereavement Leave	29
	H. Sick Leave Bank	30
	I. Personal Leave.....	31
	J. Child-Rearing Leave	32
	K. Family Medical Leave (FMLA).....	33

V	GRIEVANCE PROCEDURE.....	35
	A. Definitions.....	35
	B. Procedure.....	35
	C. Bypass to the Superintendent	36
	D. No Reprisals.....	36
	E. Release Time	36
	F. Grievance Withdrawal	36
	G. Representation.....	37
	H. Time Limits.....	37
	I. Procedural Limits	37
VI	SUPERVISION and EVALUATION.....	38
	A. Orientation	38
	B. Procedures	38
	C. Right of Review	40
	D. Board's Power.....	40
VII	MISCELLANEOUS	41
	A. Clerical Assistance.....	41
	B. Instructional Assistance.....	41
VIII	EFFECT OF AGREEMENT	42
	A. Strikes.....	42
	B. Individual Contracts	42
	C. Impact of Law and Court Decisions.....	42
IX	DURATION.....	43
X	APPENDICES	
	Appendix A - Salary Schedules	44
	Appendix B - Extra-Duty Salary Schedules	48
	Exhibit A - Early Dismissal	52
	Exhibit B - Retirement Agreement	53

ARTICLE I

RECOGNITION

A. RECOGNITION

1. The Board hereby recognizes the Association, affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiating agent for all regularly employed teachers, including social workers and psychologists employed by the Board, except the Superintendent, the Assistant Superintendents, the Assistant Superintendent for Business Services/CSBO, the principals, assistant principals and those parties who participate in giving of recommendations to hire, fire, transfer, promote, assign, or discipline teachers.

Any employee or group of employees within the bargaining unit shall have the right to present grievances and to submit suggestions to, or discuss professional problems with the administration or the Board of Education and to have such grievances, suggestions, and professional problems adjusted without the intervention of the Association, as long as the adjustment does nothing inconsistent with the terms of this Agreement.

2. The term “**teacher**”, when used hereinafter, shall refer to all regularly employed licensed employees represented by the Association in the negotiating unit defined above.

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ARTICLE II

TEACHERS' RIGHTS AND WORKING CONDITIONS

A. BOARD MINUTES

A copy of the Board minutes shall be emailed to the Association President following their approval.

B. MEETING PLACE

Upon notice within a reasonable length of time, provided it does not interfere with the scheduled educational program and uses, the Association shall have the right to use a meeting place in a school building, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

C. INTER-BUILDING COMMUNICATIONS

The Association shall be allowed the reasonable use of the teachers' mailboxes, the inter-school mail and e-mail system, and a designated bulletin board in the Staff Lounges, for the purpose of internal communications, so long as this use does not interfere with the educational programs or district uses.

D. USE OF EQUIPMENT AND SPACES

1. Each full-time teacher shall have access to a desk and a file cabinet. A suitable facility shall also be provided for the storage of coats and overshoes. Each teacher shall have a key made available for the room(s) to which the teacher is regularly assigned, if any.
2. Other work space will be made available in a building for all full time teachers who do not have an assigned classroom.
3. Staff Lounges shall be cleaned regularly, usually once a day, provided teachers shall be responsible for the disposal and/or maintenance of any food or personal property which they may bring therein.
4. Principals shall designate space to be used to insure privacy and confidentiality for Parent/Teacher Conferences consistent with scheduling requirements and the availability of these facilities.
5. A telephone, voice mail, computer and e-mail shall be made available for all teachers' use.

E. VACANCIES, TRANSFERS, AND PROMOTIONS

1. A “vacancy” occurs whenever a current or newly created bargaining unit position exists and cannot be filled from:
 - a. Teachers returning from leave of absence to the vacated position;
 - b. Teachers who have recall rights pursuant to a reduction in force; or
 - c. Teachers being assigned and reassigned within that building.

During the school year the Superintendent shall have posted in all attendance centers and on the District web page a notice of all vacancies as they occur, or as they are anticipated. Such notice shall be accompanied by a statement of minimum qualification and salary range. No such position shall be permanently filled until it has been posted for at least six (6) teacher work days. Teachers may receive a copy of the notice for all newly created full-time teaching positions and to all administrative positions during the summer months by leaving stamped self-addressed envelopes or their e-mail address with the Superintendent’s secretary.

All teaching vacancies (excluding administrative positions) will be made available to the most qualified teacher who has at least two (2) years of relevant experience in the District on the first day the vacancy can be filled, unless there are circumstances detrimental to the educational process of the District. In the event a transfer is refused, the teacher may request a meeting with the Superintendent and principals involved to discuss why the transfer has not been granted.

2. Any tenured teacher may apply for a voluntary transfer to another teaching position where a vacancy exists, if the teacher has at least two (2) years of relevant experience in the District on the first day the vacancy can be filled, and the teacher is otherwise qualified, by submitting a transfer request to the Assistant Superintendent for Human Resources. In determining whether a teacher is “otherwise qualified”, consideration may be given, but not be limited, to qualifications such as certification/licensure, endorsement(s), degrees, hours of credit, references, recommendations, evaluations, experience and service to the District. If the request for voluntary transfer is denied, the teacher will be notified in writing of the reasons for not receiving the transfer within ten (10) days of the position being filled. A teacher may revoke a request for a voluntary transfer within two (2) business days after submitting the request, by submitting a written revocation to the Assistant Superintendent for Human Resources; thereafter, a teacher may not revoke his/her request for a voluntary transfer. Once an employee is notified that a voluntary transfer has been granted, he/she must remain in that position for two (2) school years before they may apply for another transfer.
3. No teacher shall be involuntarily transferred to another attendance center during the school year until the Superintendent makes an effort to relieve the situation giving rise to the transfer through means not requiring involuntary transfers.

If there is a necessary involuntary transfer, the teacher involved may request a meeting with the Superintendent and principals to discuss why the change is being implemented. Such meeting will occur within ten (10) days of a request by a teacher. Nothing in this section shall prevent a teacher from having representation at any meeting with the administration.

Any teacher so involuntarily transferred may resign from his/her employment.

4. Up to six (6) teachers may be involuntarily transferred each school year to another attendance center effective at the beginning of a school year by the Superintendent following recommendation of the affected principal(s). Teachers considered for involuntary transfer under this paragraph will be notified by March 30. The affected teacher(s) shall be notified of such transfer(s) prior to the end of the current school year.

Teachers who are involuntarily transferred may request a meeting with the Superintendent and the concerned principal to discuss the involuntary transfer. However, teachers that are involuntarily transferred pursuant to this section shall be given no specific reason(s) for the transfer at the meeting. Teachers who are notified that they are being considered for involuntary transfer pursuant to this section may apply for vacancies when posted. However, the administration retains the right to place the teachers involuntarily transferred pursuant to this section in any position in the District for which they are legally qualified without applying the standard of the third paragraph of Section E.1 (“vacancies . . . will be made available to the most qualified senior teacher with at least two (2) years of experience in the District on the first day the vacancy can be filled, unless there are circumstances detrimental to the educational process of the District”)

No teacher may be transferred pursuant to this section more than once every five (5) years. Teachers transferred pursuant to this section shall not apply for vacancies at the school transferred from for five (5) years except by mutual agreement between the teacher(s) and Superintendent. Teachers who have voluntarily transferred from one school to another will not be involuntarily transferred back to the school transferred from for five (5) years except by mutual agreement between the teacher(s) and Superintendent.

F. REASSIGNMENT DUE TO REDUCTION OF FORCE

Whenever honorable dismissal or the modification of a program would eliminate the position of a tenured teacher, that teacher shall have the right to “bump” into an assignment he/she is currently legally qualified to teach in the District providing there is a less senior teacher in that assignment. If said teacher is legally qualified in the area of the new assignment, but has never taught the subject or covered the grade level, or has not taught in a like assignment for four (4) or more years, that teacher shall take courses as identified by the Superintendent in consultation with the department chairman of the

college or university offering training in the specific field of legal qualifications to bring the teaching or content skills and knowledge up to par. Such courses may include undergraduate or graduate-level work, up to a maximum of six (6) courses or eighteen (18) semester credits, depending upon the subject matter, and may vary in number depending upon the subject(s) involved and the length of time since covering such assignment. All such courses shall be completed with an average grade of "B or better" from a college or university accredited by NCATE or a comparable regional accrediting agency, and be further conditioned and provided for as included elsewhere in this Agreement. Further, two (2) of the courses so identified by the Superintendent shall be completed prior to the assignment to such new position, and all remaining courses are to be taken at the rate of one (1) per year. The Board shall pay in full for all tuition charged and book expenses in connection with the courses required under this section. Up to, but not exceeding, one (1) year's leave of absence may be used for such purpose at the discretion of the teacher and the Board as provided herein.

Should the teacher refuse or fail to complete the specified courses within the specified time period or receive an average grade of less than a "B" or its equivalent, then the teacher's employment shall automatically terminate at the end of the school year in which said conduct occurs.

For purposes of this section, a teacher never having taught the subject or covered the grade level or not having taught a like assignment is defined as follows:

1. Self-contained elementary classroom teacher bumping into a departmentalized regular or special education position.
2. Departmentalized regular or special education teacher bumping into a self-contained elementary classroom position or another departmentalized regular or special education position.

G. BUILDING PRACTICE

Except in an emergency, the building principal shall make every effort to advise his staff of any contemplated change in building level practice.

H. SELF-PROTECTION

A teacher may use such force as is reasonable and necessary to protect himself/herself from attack and to prevent injury to another student. Nothing in this section shall be construed to limit or to disallow any Board review of such behavior as a possible consideration of teacher discipline for the use of excessive force.

I. TEACHER PROTECTION; ABSENCE DUE TO ON-THE-JOB INJURIES

1. If any teacher is assaulted while on duty for the Board, s/he will immediately report the incident to her/his immediate supervisor; who will, in turn, report it to the Superintendent. The incident is to be reduced to writing by the teacher within forty-eight (48) hours barring any physical disabilities which would interfere with such expectation. If it is determined that the teacher was in fact performing duties within his job description and not inconsistent with Board policy to this effect, the Board will provide the teacher with reasonable assistance in handling the incident with the law enforcement authorities.

The Board agrees to indemnify and protect teachers against all damage claims and suits dealing with civil rights, constitutional rights, death and bodily injury and property, including defense thereof, when damages are sought from negligent or wrongful acts alleged to have been committed within the limits of his employment or under the direction of the Board.

2. In case of an accident or injury to a teacher arising out of or in the course of employment, the teacher shall make every effort to report to his principal or supervisor within forty-eight (48) hours. If the accident or injury is due to the negligence of the Board, and provided the teacher was acting consistent with Board policy, the Board shall continue the teacher's wages in full until Worker's Compensation payments begin and after such payments begin, the teacher will receive the difference between his/her regular gross earnings and such payments. There shall be a deduction of one-third (1/3) of a sick leave day (or other available leave) for each day of absence that Workers' Compensation is payable and one (1) full day of sick leave (or other available leave) for each day of absence that Workers' Compensation is not payable. The Board shall pay the difference between Worker's Compensation payments and contractual salary of the teacher, so long as such payment does not exceed the contractual amount, for a period of time not to exceed forty-five (45) calendar days. All wages paid by the Board prior to the start of Worker's Compensation payments shall be without deduction from the accumulated sick leave of the teacher. This provision shall cease to be effective on such date as the teacher qualifies for disability benefits under the Illinois Teachers' Retirement System (TRS). However, upon the teacher's return to normal service, the Board shall reimburse the teacher fully for any and all lost wages he/she may experience between the TRS payments and his/her regular salary for a period not to exceed the balance of the school year in which the accident or injury happened, to the extent that it is able to do so without incurring the obligation to pay any employer or employee contribution, penalty or other payment to any State pension or retirement system or the State of Illinois.

J. PERSONNEL HEARINGS

Any teacher formally charged with misconduct, neglect, or violations which may lead to suspension, demotion, or discharge shall have the right to a Board hearing, prior to the

Board taking final action on any such charge, and to be represented by the Association in any meeting or hearing conducted by the Board or administration with such teacher regarding such charge. Prior to scheduling any such meeting or hearing, the teacher will be given immediate notice, or notice within 24 hours, of the nature of the charge and be informed of the right to representation by the Association. Nothing herein shall prohibit any teacher from conferring individually without representation with the Board or administration. This paragraph shall not apply to any teacher dismissed by reason of a reduction of the total number of teachers or the discontinuance of any teaching service of program, or to any probationary teacher whose contract shall not be renewed pursuant to Section 24-11 of the School Code.

K. PLANNING/LUNCH/RECESS

1. The District and the BEA both value and recognize the importance of allotting reasonable time for teachers to engage in individual and group planning for the delivery of quality instruction. Teachers shall utilize plan time to work on professional responsibilities to serve the needs of students which may include, but are not limited to the following:
 - a. Conferencing with parents
 - b. Grade level/department collaboration
 - c. Student Problem-Solving
 - d. Lesson preparation
2. At the start of each school year, teacher teams, along with building administrators, will meet to create a mutually-agreed upon schedule for the purpose of collaboration. Any changes that may occur during the year must also be mutually agreed upon.
3. The following minimums shall not be considered a limitation on the availability of additional planning time within the school day. All planning minutes shall occur within the instructional day.
 - a. All Primary and Intermediate teachers will be provided with an equal number of planning minutes with a minimum of 270 planning minutes in a typical week.
 - b. All Middle School Teachers will be provided with an equal number of planning minutes with a minimum of seven planning periods in a typical week.
4. Supervision
 - a. Middle School Teachers will be assigned to the equivalent of 3 periods per typical week for the purpose of supervision.

b. The responsibilities during supervision are at the discretion of the building administration.

5. Lunch

Teachers will have one thirty (30) minute duty-free lunch period per day.

6. Recess

Grades K-5 shall have one fifteen (15) minute recess per day.

7. In the event a middle school teacher is required to attend regular meetings (meetings that occur two or more times per month) with a consultant utilized by the District to address issues including, but not limited to, curriculum or student achievement or student growth, the meetings will be scheduled during the teacher's supervision period. The teacher will continue to serve his/her supervisory duty and will participate in the meeting at his/her supervisory site. A middle school teacher who has been assigned a teaching overload may be required to attend such regular meetings during his/her planning time; in such a case, the teacher shall be paid for attending the meeting at the after-school program instructional rate.

In the event an elementary teacher is required to attend regular meetings (meetings that occur two or more times per month) with a consultant utilized by the District to address issues including, but not limited to, curriculum or student achievement or student growth, the District will provide a substitute so the teacher is released from his/her regular duties to attend the meeting.

8. Elementary school schedules shall be made available to teachers prior to the beginning of the school year.

L. SCHOOL CALENDAR

1. The school calendars adopted by the Board of Education shall consist of ONE HUNDRED EIGHTY-FIVE (185) teacher days, provided all other legal requirements are met. However, on or before April 30 of the first Board meeting in May of each year, the Board shall abate any unused emergency days from the adopted calendars.

The Board may require teachers to attend meetings for up to six (6) hours per year for purposes of introducing new or revised curriculum textbook series and related materials related to their classroom teaching. The dates of the meetings shall be announced by the end of September of each school year and shall be held following regular teachers' attendance days. The Superintendent or his designee may excuse individual teachers from attending for reasons deemed valid by the Superintendent including, but not limited to, having attended workshops and courses.

2. During the development of the proposed calendars in the spring of each school year, the Superintendent shall meet with the Association President or the Association Executive Board to receive their input regarding such calendars. Modification of the calendars which may occur during the school year shall be discussed in a similar manner before final action by the Board.
3. New teacher orientation is critical. Whether they be experienced or inexperienced teachers, orientation to unique conditions should be provided. Therefore, the school calendar for new teachers to School District No. 87, shall consist of one hundred ninety (190) teacher days. The extra days may be provided before and/or after other teachers start their year for the purposes of orientation to District expectations and standards, as well as providing an opportunity to review District benefits and complete enrollment forms for life and hospitalization insurance and the state retirement program. Each spring, the District shall determine when these days will be scheduled for the next school year, with input from the Association.

During the development of the content for the extra days, the Superintendent shall meet with the Association President or the Association Executive Board to receive their input regarding such content. Modification of such content which may occur during the school year shall be discussed in a similar manner. Should the Superintendent wish to include volunteer experienced teachers as part of the extra days, said volunteers shall be compensated at the applicable hourly rate for committee work (Appendix B).

M. CLASS SIZE

The Board shall attempt to maintain current class sizes. If the current levels increase by eight percent (8%) per grade level (District-wide enrollment), or an individual class size exceeds thirty (30), or when the teacher feels the size or composition of the class size does not meet the best interests of the students' educational needs, the principal involved will meet with the teacher(s) involved and a representative from the IEA/BEA to arrive at a mutually acceptable solution within the financial constraints of the budget. In the meantime, the youngsters shall be placed in the most appropriate class, until such resolution would cause a change. If the meeting with the principal does not resolve the matter, the teacher(s) involved, along with a representative from the BEA/IEA, may request a meeting with the Superintendent or his designee to arrive at a mutually acceptable solution within the financial constraints of the budget.

If individual class sizes for vocal or instrumental music, physical education, art or computer education exceed thirty-five (35), the principal(s) involved will meet with the teacher(s) involved and a representative from the BEA/IEA to arrive at a mutually acceptable solution within the financial constraints of the budget. In the meantime, the students shall be placed in the most appropriate class, until such resolution would cause a change.

If the meeting with the principal(s) does not resolve the matter, the teacher(s) involved, along with a representative from the BEA/IEA, may request a meeting with the Superintendent or his designee to arrive at a mutually acceptable solution within the financial constraints of the budget.

N. PARENTAL COMPLAINTS

Any complaints by a parent of a student directed towards a teacher shall be channeled, when possible, through the teacher, if any administrative action is required, and no final action shall be initiated by the administration until a scheduled parent/teacher conference has been attempted. The teacher may request the presence of a member of the administrative staff at such conference if a child's record is to be discussed.

If the teacher is not satisfied with the results of this conference, the following sequence of conferences shall be employed as needed to seek resolution of the problem:

1. Parent/teacher/principal;
2. Parent/teacher/principal/Superintendent or his designee; or
3. Teacher petition to the Board in writing.

The teacher involved, at his/her request, shall have an Association representative at any of the above conferences unless a child's record is to be discussed.

O. PUPIL PERSONNEL SERVICES

In the event the Board determines to employ its own social workers and psychologists, the school calendar for such teachers shall be the same as other members of the teaching staff, provided, however, that the lead psychologist shall be required to work two hundred ten (210) days per year.

The psychologists' and social workers' work day shall be eight (8) hours, including a duty-free lunch period but excluding time required for attendance at special education staffings, parent meetings and parent programs. The Assistant Superintendent for Special Services shall establish the beginning and ending times of the work day.

Psychologists and social workers shall be supervised by the Assistant Superintendent for Special Services, who shall be responsible for their evaluation with input provided by the appropriate building principal (s).

The Board and Association recognize that the Board may be required to pay social workers and psychologists an annual salary which is not reflected on the salary schedules found in Appendices A of this Agreement. The parties agree that in establishing said salaries the Board may consider and/or pay the "market rate" paid such individuals in the field of public education.

The Association does hereby waive any right it may have to file on behalf of itself or any member(s) a grievance, unfair labor practice charge or take any other action, formal or informal, resulting from the Board's compliance with this salary arrangement.

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ARTICLE III

COMPENSATION

A. SALARIES

1. Salaries prescribed in Appendix "A" hereof shall be payable annually in twenty-four (24) equal installments commencing on the fifteenth of September and on the 15th and last day of each month thereafter, except as provided by state statute.
2. Each year up to twenty (20) teachers may elect to receive their July and August paychecks with the June 30th paycheck. Applications shall be submitted to the business office on or before May 1 of each school year. If more than twenty (20) teachers apply in any year the eligible teachers shall be determined by seniority.
3. In addition to and outside of the annual salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to T.H.I.S., up to a maximum of 0.84% of the teacher's base salary, to the fullest extent permitted by law.
4. In addition to and outside of the annual salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the teacher's base salary, to the fullest extent permitted by law. This amount shall be paid as an employer contribution to TRS, intended to fall within the provisions of section 414(h) of the Internal Revenue Code of 1986, as amended.

B. INITIAL PLACEMENT ON THE SALARY SCHEDULE

The Board, upon recommendation of the Superintendent, shall have the exclusive prerogative of placing new faculty members on the Salary Schedule, Appendix "A", in consideration of their years of teaching experience as well as related work experience.

C. SALARY SCHEDULE MOVEMENT

1. Teachers shall progress only one (1) step vertically prior to the beginning of each school year on the Salary Schedule, Appendix "A". No other vertical movement is to be provided.
2. In order for teachers enrolled in an approved master's degree program to move horizontally on the Salary Schedule, Appendix "A", to the BA+21 Lane during the 2019-20 school year, and thereafter the BA+18 Lane they must meet all of the requirements of sub-paragraphs a. through g. below; must obtain the additional teaching certificate, license, or subject area endorsement upon the successful completion of such program; and, must successfully complete 21 hours of course

work in such program during the 2019-20 school year, and thereafter 18 hours of such course work.

In order for teachers enrolled in an approved master's degree program to move horizontally on the Salary Schedule, Appendix "A", to the MA lane they must meet all of the requirements of sub-paragraphs a. through g. below; must obtain the additional teaching certificate, license, or subject area endorsement upon the successful completion of such program; and, must successfully complete such program.

In order for teachers enrolled in an approved master's degree program to move horizontally on the Salary Schedule, Appendix "A", to the MA+24 Lane during the 2019-20 school year, and thereafter the MA+18 Lane they must meet all of the requirements of sub-paragraphs a. through g. below; must obtain the additional teaching certificate, license, or subject area endorsement upon the successful completion of such program; and, must successfully complete 24 hours of course work in such program during the 2019-20 school year, and thereafter 18 hours of such course work.

In order for teachers enrolled in an approved master's degree program to move horizontally on the Salary Schedule, Appendix "A", to the MA+36 Lane beginning with the 2020-21 school year, they must meet all of the requirements of sub-paragraphs a. through g. below; must obtain the additional teaching certificate, license, or subject area endorsement upon the successful completion of such program; and, must successfully complete 36 hours of course work in such program.

All courses referred to in this Section C must be:

- a. at the graduate level. Undergraduate level courses taken with the prior written approval of the Superintendent or his/her designee. Each three (3) hours of undergraduate credit shall be equal to one (1) CEU credit. No teacher may acquire more than three (3) CEU credits pursuant to this subsection;
- b. from a North Central Association approved institution or a comparable regional accrediting agency;
- c. earned subsequent to the last degree earned;
- d. for a grade of "B" or better (or, a grade of "Pass" or its equivalent, if the course is provided on a "Pass/Fail" or similar basis);
- e. approved in writing by the Superintendent prior to enrollment;
- f. directly or indirectly related to the present or future assignment, as determined by the Superintendent; or

g. accepted in writing by the Superintendent as provided herein.

In no event shall Salary Schedule movement be given for course work that is repeated.

3. Requests with supporting documentation and rationale for considering exceptions to the above criteria shall be made in writing to the Superintendent prior to enrollment in the course(s).
4. Official transcripts for course work, degrees, certificates, licenses, and/or subject area endorsements for which Salary Schedule advancement is desired must be furnished no later than November 1 and March 1 of the school year in which it is counted. For such materials furnished after November 1, but no later than March 1, Salary Schedule advancement shall be effective at the beginning of the second semester of that school year. If such materials are not available by November 1 and March 1 as set forth above, grade cards or certificates or similar proof of completion may be submitted for credit. In the event a teacher who receives such credit fails to file official transcripts, degrees, certificates, licenses, and/or subject area endorsements which verify the completion of such course work or the obtaining of the degree, certificate, license, or subject area endorsement within sixty (60) calendar days after the November 1 and March 1 dates set forth above, then he/she shall forfeit all additional compensation paid and to be paid, and all in the form of payroll deductions. Only course work taken in the previous twelve (12) months will be accepted. Teachers shall be reimbursed for the cost of their transcripts if they turn in an official receipt for such charges along with their transcript(s) for tuition reimbursement.
5. Horizontal movement on the Salary Schedule may also occur for teachers by earning district Continuing Education Credits (CEUs). CEUs are earned in accordance with the Tuition Reimbursement provision, Article IV, E.
6. Teachers in Lane III (BA+44 or Master's) prior to November 1, 2001 may remain in that Lane.

D. FINAL COMPENSATION

Final compensation of teachers not returning to the District shall be paid in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such teacher. Where such teacher requests in writing to the Superintendent that his or her final compensation be mailed to him or her, the District shall comply with this request.

E. PAYROLL DEDUCTIONS

1. Voluntary payroll deductions shall be authorized by written consent of the teacher on a form provided by the School District.
2. Pursuant to such authorization for Association Dues on the IEA/BEA Form, the Board shall deduct each month ONE-EIGHTH (1/8) of the total from the salary checks of the teacher for EIGHT (8) consecutive months beginning in October of each school year, with all input to the Superintendent's office no later than October 1 or the last preceding working day before that date.
3. Any such authorization shall be in effect until revoked in writing by the teacher.

F. CURRICULUM AND INSTRUCTIONAL COMMITTEES

Curriculum and instructional committees established by the Superintendent shall meet after regular school hours or by release time from regular duties. The Superintendent or his/her designee shall determine when and under what conditions a committee shall meet. Further, the Superintendent or his/her designee shall have the right to select who shall serve and continue to serve on these committees from a list developed mutually by the Superintendent and the President of the BEA. The Superintendent or his/her designee shall determine when and how often they shall meet.

When the Superintendent or his/her designee schedules a committee meeting after regular attendance hours, teachers shall receive an hourly pay as determined in Appendix "B" (Additional Pay for Additional Services). Time sheets shall be kept by the Superintendent or his/her designee, and teachers shall be paid for full hours in attendance or major portions thereof, *i.e.*, people who arrive late for the start of a meeting shall be docked for all time greater than five (5) minutes, and pay shall be in no less than one-half (1/2) hour increments. Pay under this provision shall be distributed on a monthly basis as established by the administration.

It is to be understood that in the normal course of events committee members are expected to conduct committee work during regular attendance hours as well as between formal committee meetings, and teachers shall not be reimbursed for that time.

G. COMMITTEE WORK

In the event the parties, through this Agreement or otherwise, create committees, joint task forces, or other collaborative entities, the following guidelines shall be followed:

1. COMPOSITION - An equal number of teachers, administrators and/or Board members shall serve on the committee.
2. CHARGE - The committee shall be given a specific task or explanation of the work to be performed.

3. RESULTS - The committee shall be required to make specific recommendations based upon its work and suggestions for implementation of its recommendations. In the event the Board chooses not to implement the recommendations of the committee, the committee shall be given reasons and may be reconvened to reconsider its recommendation.
4. TIME FRAME - The committee shall be given a specific time frame in which to complete its work.

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ARTICLE IV

BENEFITS

A. HOSPITALIZATION INSURANCE

Individualized health insurance, including major medical, will be provided each teacher, through the Educational Benefit Cooperative (EBC), as follows:

1. \$400 deductible beginning with the 2017-2018 school year
2. Pre-admission utilization review
3. Psychiatric-substance abuse program
4. Preferred Provider Option (hospital and network)

Teachers hired before July 1, 2013 may elect instead coverage under HMO Illinois or Blue Advantage HMO. For teachers hired before July 1, 2013, the Board shall pay the cost of single coverage elected by the teacher.

For teachers hired after July 1, 2013, the Board shall pay an amount equal to the cost of Blue Advantage HMO single coverage towards the single coverage elected by the teacher for the 2019-20 school year; beginning with the 2020-21 school year, the Board shall pay an amount equal to the cost of HMO Illinois single coverage towards the single coverage elected by such teachers.

If the premium for HMO single coverage is less than EBC single, and a teacher elects for dependent coverage under the HMO plan, the Board will apply the difference in the single premium toward the HMO dependent premium.

The Board shall pay the following amounts during the term of this Agreement toward the cost of dependent coverage (either EBC or HMO): \$2,000 for the 2019-20 school year; \$2,200 for the 2020-21 school year; \$2,400 for the 2021-22 school year; and, \$2,600 for the 2022-23 school year.

The Board will provide teachers with a dental insurance program, both single and dependent coverage, the premiums to be paid by each teacher who elects coverage.

B. SECTION 125 CAFETERIA PLAN

Those teachers who elect individual or dependent major medical, HMO and/or dental coverage as per the terms and conditions of the insurance plan each school year may at that time elect that the Board remit for him/her during said school year to the insurance carrier a sum equal to the unpaid premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due a teacher in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the teacher pursuant to the collective bargaining agreement.

The teachers have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status or change in employment status of a spouse.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

C. LIFE INSURANCE

The Board shall provide, at no cost to the teacher, a group term life insurance policy in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

D. RETIREMENT

1. For so long as Section 16-158(f-1) of the Illinois Pension Code remains in effect, the retirement program set forth in this Section D.1 will be available only during the 2019-2023 school years.

The Board shall provide a bonus of eighteen percent (18%) of the retiree's final year's TRS reportable salary to employees who are at least fifty-five (55) years of age and who have been with the District at least fifteen (15) years prior to retirement and who submit a request to retire to the Board after the effective date of this Agreement that is at least six (6) months prior to the retirement date and who retire no later than the last teacher work day of the 2022-2023 school year. The bonus shall be paid in a lump sum no later than sixty (60) days after the employee's final date of service to the District. In addition, the Board shall pay an annual grant of \$1,800, payable quarterly, to defray the costs of insurance coverage after retirement. Such grant payments will continue for a period of five (5) consecutive years immediately following retirement, or until the employee qualifies for Medicare, whichever occurs first. If any retirement incentive set forth in this program is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. In such an event, the parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require

any new, additional or one-time Board contribution, penalty or other payment. In all cases an Employee's retirement shall be subject to applicable law, including but not limited to the applicable provisions of the Pension Code and Teacher Retirement System ("TRS") rules and regulations. The Board and the Association make no representations or warranties regarding creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement. Negotiations as stated above will result in the amount originally agreed to and set forth in this Agreement, not greater or less.

2. If Section 16-158(f-1) of the Illinois Pension Code is repealed and Section 16-158(f) of said Code is extended to cover any school year covered by this Agreement, the retirement program set forth in this Section D.2_ will be available only during the 2019-2023 school years.
 - A. Teachers who satisfy all of the following eligibility requirements may participate in the retirement program: have at least fifteen (15) years of District teaching service; are at least 55 years of age on their effective retirement date; and, whose retirement will not require the Board's payment of any additional or one-time contribution to TRS. Nothing in this section shall prohibit a teacher from resigning or retiring without the benefits set forth in this section.

The teacher must submit a written request to retire to the Board of Education by August 1 at least one, two, or three school years prior to the date of retirement specified in the notice (which must be during the term of this Agreement). All notices shall include the teacher's resignation and a specific retirement date no later than June 30, 2026.

Upon acceptance by the Board, the teacher's request (including his/her resignation and retirement date) shall be irrevocable, and may only be rescinded for one of the following reasons that arise after the Board accepted the request:

- Death in the retiring teacher's immediate family or household
- Loss of an employment offer which was to be effective during retirement
- Other reasons as determined solely by the Board, said reasons to be non-precedential with respect to granting or denying requested changes in a retiring teacher's election under this section.

A teacher's written request to rescind his/her previously accepted retirement request must be submitted to the Superintendent or designee no later than March 1 of the school year in which retirement was intended. As a condition of the Board's rescission of the request, the teacher shall agree to a wage deduction to repay the Board any retirement incentives paid to the teacher to date within 180 calendar days of the Board's approval of the rescission, or such other time period as the Board and the teacher agree. The Board may accept the request to rescind

in its discretion if the teacher's position has been filled; in which case the teacher may be assigned to any position for which s/he is qualified.

The Board shall approve all timely and proper requests to retire by no later than September 1 of each year and may, in its sole discretion and without establishing a practice or precedent, limit the number of teachers who participate in this program in any year to not lower than 30% of those who satisfy the foregoing eligibility requirements, based on seniority in the District, with the most senior teachers receiving approval priority; imposition of this limit by the Board shall be non-reviewable and not subject to grievance. Ties in eligibility shall be determined by total years of TRS service credit. If this limit is imposed for any school year, and the number of eligible teachers who submit a timely and proper request exceeds the limit, the requests of those teachers not approved because of the limit shall be considered for participation in the program during the next school year, unless rescinded by the teacher.

No teacher participating in this retirement program shall, for any reason, receive any additional compensation or stipend beyond the benefit provided pursuant to this program, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments performed by the teacher in the year his/her request is approved will continue to be performed until the teacher's effective retirement date. A teacher may voluntarily resign from an extra duty or assignment, or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of his/her benefit equal to the amount of the then-current compensation for said extra duty or assignment.

If a teacher is required to accept an overload assignment, or is required by law to perform one or more additional duties that were not performed by the teacher in the year his/her notice is approved and for which additional compensation is paid, a meeting will be scheduled to determine if the overload assignment and/or additional duties would result in an increase to the teacher's creditable earnings for that year of more than six percent (6%), or the lowest amount that would not require the Board to make an additional or one-time contribution to TRS (whichever is less) ("the applicable limitation"). If the overload and/or additional duties would result in an increase to the teacher's creditable earnings for that year of more than the applicable limitation, then the District shall determine whether the teacher's reportable salary for that year can be adjusted so that the increase in the teacher's total creditable earnings for that school year does not exceed the applicable limitation.

- B. A Teacher whose retirement is approved under this section that specifies an effective retirement date of no later than June 30, 2026 shall receive a lump sum payment in each of their last full years of Board employment equal to the difference between their TRS reportable salary for the then-current year and their TRS reportable salary for the prior year, increased to six percent (6%) or the

lowest amount that would not require the Board to make an additional or one-time contribution to TRS (whichever is less), up to a maximum of three (3) years. Provided, however, no such payment shall be made unless the teacher has executed an agreement substantially in the form of exhibit B to this Agreement. Notwithstanding any provision in this Agreement to the contrary, in no event shall the Board provide any increase or make any payment to a teacher that will require the Board to make any payment to TRS in addition to the amount paid to the teacher. Teachers whose creditable earnings for any of the four (4) years used in the determination of their retirement annuity exceed six percent (6%) or the lowest amount that would not require the Board to make an additional or one-time contribution to TRS (whichever is less), shall be deemed to have forfeited and otherwise waived their right to receive this benefit.

Neither the Board nor Association warrant or otherwise guarantee that the benefit provided for herein shall be "creditable earnings" nor will a particular level of benefits be received by any teacher from TRS or the State of Illinois. However, nothing herein relieves the Board of its obligation to correctly report and remit contributions to TRS.

- C. Retiring teachers may obtain medical insurance coverage by enrolling in the TRS program and the cost of such TRS insurance shall be paid by the teacher. Such retiring teachers shall receive an annual grant from the Board of \$1,500, payable quarterly, to defray the costs of TRS insurance coverage selected, all such grant payments to continue for a period of five (5) consecutive years immediately following retirement or until the teacher qualified for Medicare, whichever shall first occur.
- D. The benefits specified in this section IV. D shall be the sole retirement benefits paid by the Board. By accepting these benefits, a teacher expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available), or any other early retirement benefits subsequently made available by the Board or applicable law. Teachers accepting these benefits, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any payments made pursuant to this section on their behalf, not as a penalty, but solely as liquidated damages for breach of this section.

If any term, provision or benefit described in this program becomes illegal, then said term, provision or benefit shall be of no force and effect, and any teacher receiving such benefit shall repay same to the Board. To facilitate repayment, the Board may deduct from the teacher's remaining paychecks up to the full amount due. Any remaining balance due to the Board after a teacher's separation from employment shall be repaid in equal installments over a twelve (12) month period following said separation from employment.

If the provision of any retirement incentive set forth in this program is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. The parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

In no event shall the Board provide any retirement incentive under this Agreement that would necessitate a direct or indirect payment by the Board to any entity or person that is greater or less than what the Board would have otherwise paid to provide such retirement incentive under this Agreement or that would require the payment of any new, additional or one-time Board contribution, penalty or other payment.

In all cases a Teacher's retirement shall be subject to applicable law, including, but not limited to, the applicable provisions of the Pension Code and Illinois Teachers' Retirement System ("TRS") rules and regulations. The Board and the Union make no representations or warranties regarding the creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement.

E. TUITION REIMBURSEMENT

The Board shall establish a fund for each school year of this Agreement, not to exceed \$54,000, for purposes of providing for tuition reimbursement and CEU courses as set forth in this section. All part-time teachers, and all full-time probationary teachers who have not completed their first year of service as a full-time teacher (as determined pursuant to the *School Code*) shall not be eligible to receive tuition reimbursement under this Agreement.

The provisions of this Section E shall apply to all teachers receiving reimbursement, regardless of when a teacher enrolled in and took a course for which reimbursement was made.

1. An eligible teacher shall be entitled to receive reimbursement for actual tuition costs for courses taken as part of a program that meets all of the requirements of Article III, Section C, provided that the course work is taken for horizontal salary schedule movement pursuant to Article III, Section C, and the teacher has received the written approval of the Superintendent prior to enrolling in said program. Reimbursement shall not exceed the maximum tuition rate per credit charged by any State of Illinois institution of higher learning within Cook or DuPage Counties.

All reimbursement provided pursuant to this Section E shall be subject to the teacher receiving a grade of “B” or better (or, a grade of “Pass” or its equivalent, if the course is provided on a “Pass/Fail” or similar basis), and is further subject to the provisions set forth below.

In no event shall reimbursement be made for course work that is repeated.

Should the amount requested in total, by members of the bargaining unit, exceed the annual amount established for all such claims the annual amount shall be prorated based upon the amount submitted by October 1 of each year of this Agreement; and further, be it understood, that any other requests submitted shall not be honored during the balance of that year, and will be held for reimbursement during the initial submission/reimbursement period of the following school year as provided herein.

2. Eligible teachers requesting reimbursement must submit an official copy of their transcript or acceptable receipt no later than November 1 of each school year of this Agreement, which documents receipt of credit for the courses as approved and specified above. Eligible teachers requesting reimbursement for course work that results in horizontal movement on the Salary Schedule, Appendix “A”, to the MA Lane or the MA+24 MA+18 or MA+36 Lanes, as applicable must also document their receipt of their obtaining of the additional teaching certificate, license or subject area endorsement as approved and specified above. Further, the cost of the official transcript will be reimbursed at the same time as the tuition based upon the receipt from the institution of higher learning issuing the transcript. If transcripts are not available by November 1 as set forth above, grade cards or certificates of completion may be submitted for reimbursement. In the event the teacher who receives reimbursement fails to file official transcripts which verify such completion of course work within sixty (60) calendar days after the November 1 date set forth above, then he/she shall forfeit such reimbursement, in the form of payroll deduction. In addition, teachers are to turn in the original copies of receipts documenting such tuition payment, with their transcripts. Failure to submit such documents shall negate any future claims for tuition reimbursement for said courses.
3. Eligible teachers who have received a leave of absence approved by the Board, as provided herein, shall be ineligible for tuition reimbursement until such time as they return to full-time work; and then, their reimbursement shall be governed by the provision herein for all courses taken during their last year of full-time work plus the time of their leave of absence, provided all other conditions of this section and the leave of absence are met.
4. All modifications of the conditions above which shall qualify a teacher for tuition reimbursement shall be approved in advance by the Superintendent.

To qualify for tuition reimbursement hereunder, an otherwise eligible teacher must be employed full-time in the District at the time an official copy of the transcript documenting receipt of credit for the courses taken and the request for reimbursement of the same are submitted to the Superintendent and must remain reemployed with the District for the subsequent school year.

5. CONTINUING EDUCATION UNITS (CEUs)

For professional development to be creditable and meaningful, it requires a commitment to and an investment in the program on the part of the teacher and the Board. To this end and in addition to graduate college credits, tenure teachers may be granted one (1) CEU for each ten (10) hours of contact time included in advanced training courses and programs which are not accredited by any college or university. Contact time means the time directly involved in the specific activity, class, or workshop. The approval of courses, workshops, etc., for CEUs shall rest with the Superintendent. The Superintendent may grant approval for courses, workshops, etc., as a part of offering and advertising such activity to the staff; or he may grant such credit on an individual application basis. Teachers shall use the standard form provided by the District to request approval for graduate credits and tuition reimbursement, titled "School District No. 87, Course Pre-Approval Application" revised 9/91.

CEUs may be counted for Lane change accumulation in the accompanying salary schedule. As example, a tenure teacher may earn twenty-one (21) credits in combination of either graduate credit or CEUs and move from the BA Lane to the BA+21 or BA+18 Lanes, as applicable, at the time specified herein. Likewise, a collection of twenty-four (24) credits could move a teacher from the MA Lane to the MA+24 or MA+18 or MA+36 Lanes, as applicable. CEUs cannot count for a Master's Degree. In other words, CEUs can count toward movement from the BA Lane to the BA+21 or BA+18 Lanes, as applicable, the MA Lane to the MA+24 or MA+18 or MA+36 Lanes, as applicable, but not from the BA+21 or BA+18 Lanes, as applicable, to the MA Lane.

The tuition reimbursement provision provided above shall apply to CEU course tuition as well, and be included on the request for credit as per usual.

Possible considerations for CEU credit:

- a. District-sponsored classes or workshops, as maintenance of skills or in the provision of newly required skills necessary to maintain position.
- b. Classes or workshops sponsored by other agencies which fill the need described above.

- c. Special research projects which are directly related to a District program, coordinated by a District administrator appointed by the Superintendent, and reasonably related to the CEU time requirement.
 - d. Educational travel which is tied to a curricular area of responsibility of the teacher, or to a future assignment. CEUs earned in this manner shall be limited to one (1) CEU per week of travel.
 - e. Other educational experience, such as the preparation and offering of an employee training class or workshop, proposals drafted by individuals, etc., with the condition that CEUs earned in this way may only occur once in any five (5) year period.
 - f. Undergraduate level courses taken with the prior written approval of the Superintendent or his/her designee. Each three (3) hours of undergraduate credit shall equal one (1) CEU credit. No teacher may acquire more than three (3) CEU credits pursuant to this subsection.
6. If a teacher voluntarily resigns (excluding a resignation in lieu of non-renewal) from the School District prior to the end of the third school year after receipt of tuition reimbursement hereunder (“separates from service”), the teacher shall freely, knowingly, and voluntarily give express written consent at the time the withholding is made for the School District to deduct the amount of such reimbursement from his/her final compensation, or the teacher shall repay to the School District no later than thirty (30) days from the date of separation from service, as follows:
- a. If the teacher separates from service within one (1) school year (not including leaves of absence) after receipt of such reimbursement, repayment of all (100%) of such reimbursement.
 - b. If the teacher separates from service within two (2) school years (not including leaves of absence) after receipt of such reimbursement, repayment of two-thirds (67 2/3%) of such reimbursement.
 - c. If the teacher separates from service within three (3) school years (not including leaves of absence) after receipt of such reimbursement, repayment of one-third (33 1/3%) of such reimbursement.

F. TRAVEL REIMBURSEMENT

- 1. Teachers shall be paid the prevailing Internal Revenue Service Rate per mile for mileage approved by the Superintendent for District business.
- 2. Teachers who are regularly assigned to travel between buildings to meet their schedules shall be reimbursed TWENTY-FIVE DOLLARS (\$25.00) per semester for each day of the week they are so assigned.

G. SICK LEAVE AND BEREAVEMENT LEAVE

1. Each teacher shall be entitled to the following sick leave days annually as specified below: First year teachers will receive their annual allotment of sick leave in two installments, with five (5) days provided at the beginning of the school year and five (5) days provided at the beginning of the second semester, unless a teacher does not report for work until later in the work year, in which case the sick leave will be prorated. In the event of medical necessity, a first-year teacher may request advancement of sick leave days prior to the second semester. All other teachers will receive their entire allotment of sick leave at the beginning of each school year unless a teacher does not report for work until later in the work year, in which case sick leave will be prorated. Unused sick leave shall accumulate to a maximum of three hundred forty (340) days.

<u>YEARS OF SERVICE IN THE DISTRICT</u>	<u>ANNUAL ALLOWANCE</u>
1-2	10
3-4	13
5-6	14
7 and thereafter	15

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, step-parents, spouse, party to a civil union, children, step-children, brothers, step-brothers, sisters, step-sisters, grandparents, step-grandparents, grandchildren, step-grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

The Board may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases.

To encourage attendance, the Board shall pay to eligible teachers, an Attendance Bonus as described below. The bonus will be payable on or before July 1 of each year.

<u>Absences</u>	<u>Bonus</u>
0 Days absent within a trimester	\$300 per trimester
1 Day or fewer within a school year	\$200, plus \$300 for each trimester, if any, in which there are no absences
More than 1 but no more than 2 Days within a school year	\$100, plus \$300 for each trimester, if any, in which there are no absences

2. Teachers shall be granted up to a total of three (3) days leave with pay per school year for a death in the immediate family as defined in Section G.1, as non-accumulating bereavement leave, upon presentation of an obituary or other suitable proof of the deceased's relationship to the employee. If such proof is not presented, the first three days so used will be deducted from accumulated sick leave. Sick leave may also be used for a death in the immediate family, and shall be deducted from accumulated sick leave pursuant to Section G. 1. If no sick leave is available, approved bereavement leave for a death in the immediate family that would otherwise be deducted from accumulated sick leave shall be without pay.

H. SICK LEAVE BANK

1. The Board, in cooperation with the Association, shall establish two (2) Sick Leave Banks. One bank will be the Regular Bank for all contributing tenured teachers. The other bank will be the Maximum Bank for all contributing tenured teachers that have reached at least 180 days of accumulated sick leave. The Association shall administer the Banks and shall have the established rules for its implementation on file in the Superintendent's office. The Association agrees to hold harmless the Board and its officers, members, agents, and employees for any claim, damages, or legal actions initiated pursuant to this Section.
2. For those teachers who have accumulated 180 days of unused sick leave, the Board and the Association shall cooperate to establish a separate Sick Leave Bank accessible, on a voluntary basis, by only those teachers who have reached the 180 days accumulation. The Association shall administer the Bank and shall establish rules for its implementation. The Association shall provide the District's business office with the names of the participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board and its officers, members, agents, and employees for any claim, damages, or legal actions initiated pursuant to this Section.

I. PERSONAL LEAVE

1. Each teacher shall be allowed two (2) days per year for personal business, which cannot be scheduled during student non-attendance days or hours. First year teachers will receive one personal day at the start of each semester; other teachers will receive their personal days at the beginning of each school year. In the event of an emergency, a first year teacher may request advancement of personal leave prior to the second semester. Annually allocated business leave days which remain unused at the close of the school year shall be credited to the teacher's accumulated sick leave.

Written application for use of such leave shall be submitted electronically via the attendance/absence reporting software used by the District. Because of the planning and special provisions which must be made to provide coverage for such leaves, requests are to be submitted at least four (4) work days in advance to the principal. In an emergency, written application shall follow a verbal request and approval.

Such leaves may be granted to allow the teacher to attend court dates, weddings and graduations of members of the immediate family, and to observe religious holidays. Personal days shall also be available for use as sick leave. Except in the instance of an emergency which is understandable and explained, business leave shall not be granted during the first or last five (5) days of the school year, or during the day immediately preceding or following a regularly scheduled school holiday or recess period.

2. In the event that a teacher has used available personal days and circumstances require the need for additional days, a teacher may request the Superintendent to allow use of available sick leave days for additional personal leave. Such a request will be in writing and explain the reason for the need for additional personal leave. The granting or denial of such request shall be at the discretion of the Superintendent and shall not be precedential with respect to the granting or denial of other such requests. All other provisions of this Agreement regarding use of personal business days shall apply to this paragraph unless otherwise provided herein.

J. CHILD-REARING LEAVE

The Board shall provide upon written request of any tenured teacher a child-rearing leave not to exceed the remainder of the school year during which the child is born or adopted and the subsequent school year. The teacher on such leave shall not advance on the Salary Schedule, nor accrue any benefits. Such leave shall be without pay but the teacher may elect to continue participation in the District's hospitalization insurance program at his/her own expense, payable quarterly, in advance, and further provided that such continuation is approved by the carrier.

The written terms and conditions of a child-rearing leave will include not only the beginning and termination dates thereof, but shall also specify the date by which the teacher is to notify the Board of her/his intention to return to her/his duties. The teacher will also be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave prior to the start of the leave, if possible.

Upon return from the leave, the teacher shall be granted a teaching position for which she/he is qualified, provided such position is not involved in any reduction-in-force (RIF) program by the Board, or so long as the teacher has enough seniority to be placed on staff. The teacher will be placed on the Salary Schedule at the appropriate step and lane as she/he was at during the year her/his leave began. In the event that the leave began on or after February 1, the teacher will be given credit for completing the school year for salary schedule placement purposes.

A pregnant teacher may teach until such time as she is unable to continue her regular and customary duties, then during such disability (normally six weeks), utilize her accumulated sick leave, if any, prior to beginning her child-rearing leave.

Nothing in this clause shall be construed to prohibit a pregnant teacher from teaching until such time as she is unable to continue her regular and customary duties, then during such disability (normally six weeks), utilizing her accumulated sick leave, if any, and then returning to work when she is no longer disabled; all in lieu of such child-rearing leave provisions. The teacher's ability to perform her usual and customary duties shall be acknowledged to the Superintendent, in writing, by the attending physician. A teacher who chooses this option will be given a copy of the formula used to calculate how her salary may be prorated or otherwise affected as a result of this leave prior to the start of the leave, if possible.

K. FAMILY MEDICAL LEAVE (FMLA)

Teachers who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 (FMLA). Such leave shall be unpaid unless accumulated sick or personal leave is available to a teacher. An eligible teacher is entitled to leave of up to twelve (12) work weeks, or such other period of time designated in U.S. Department of Labor regulations, during a twelve (12) month period for the following purposes:

1. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
2. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
3. The care of the employee's spouse, child or parent with a serious health condition;
4. The treatment of a serious health condition that makes the employee unable to perform the functions of the job; or,
5. Military family leave, which may be a military caregiver leave or a qualifying exigency leave.

An eligible teacher's use of unpaid leave under another section of this Agreement for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing twelve (12) week period.

The teacher shall provide thirty (30) days' notice to the Superintendent, or his/her designee, before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days' notice is not practicable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Superintendent, or his/her designee, of the reasons why the leave schedule is necessary, and of the schedule for treatment.

During an FMLA leave, the District will continue to provide insurance benefits for a teacher on the same terms and conditions as the insurance benefits would have been provided if the teacher had continued in employment continuously for the duration of the

leave. In addition, a teacher who applies for an FMLA leave will be given a copy of the formula used to calculate how his/her salary may be prorated or otherwise affected as a result of the leave.

In the event the FMLA is repealed, then this section shall, as of the date of repeal, no longer be in force and effect.

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ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A “grievance” shall mean a complaint by one or more teachers, that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
2. All time limits delineated below consist of teacher work days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) teacher work days before the end of the school year, time limits shall consist of all days Monday through Friday.

B. PROCEDURE

The parties herein acknowledge that it is usually most desirable for a grievant and his/her immediate supervisor to resolve problems through face to face, free and informal communication. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

1. The grievant may present the grievance in writing within twenty (20) days after the occurrence that gave rise to the alleged grievance to his/her immediate supervisor, who will arrange a meeting to take place within five (5) days after receipt of the grievance. The grievant and the immediate supervisor shall be present at the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response.
2. If the grievance is not resolved at Step #1, above, then the grievant may refer the grievance to the Superintendent or his/her official designee within five (5) days after receipt of the Step #1 response. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and representatives as he/she deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response.
3. If the grievance is not settled in Step #2, above, and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after receipt of the response in Step #2. The Board shall, within thirty (30) calendar days after receipt of the written appeal, discuss the grievance with the grievant. The Board shall give its written response to the grievant and the Association within thirty (30) calendar days after the meeting.
4. If the decision at Step #3, above, is not satisfactory to the grievant, there shall be available a 4th and final step for resolution of the grievance.

The grievant must submit in writing, within ten (10) days after receipt of the Board's response in Step #3, a request to enter into binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on the arbitrator within the said ten (10) days, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said association. The arbitrator shall be without power or authority to make any decision which is contrary to, inconsistent with or which modifies or varies the terms of this Agreement, or which limits or interferes with the Board's duties, powers, or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted, or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be binding upon both of the parties. Expenses for the arbitrator's service and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the grievant.

C. BYPASS TO THE SUPERINTENDENT

If the grievant and the Superintendent agree, Step #1 of this grievance procedure, may be bypassed and the grievance brought directly to Step #2.

D. NO REPRISALS

No reprisals shall be taken by the Board, the Association, the administration, or the teachers against any teacher or group of teachers because of his/her or their participation in a grievance. The Association agrees not to take any reprisals against any teacher or teachers for their refusal to participate in any grievance or to refuse to file a grievance.

E. RELEASE TIME

Should the Superintendent or the Board determine that the investigation or processing of any grievance requires that an employee or an Association representative be released from his assignment, he/she shall be released without the loss of pay or benefits normally provided.

F. GRIEVANCE WITHDRAWAL

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

G. REPRESENTATION

When requested by the grievant, the Association representative may accompany the teacher to assist in the resolution of the grievance. If the grievant requests that a representative be present, the grievant may not be required to discuss the grievance in the absence of such a representative.

H. TIME LIMITS

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

I. PROCEDURAL LIMITS

Nothing in this provision shall be deemed to prohibit access to the grievance procedure by the Association in the event an individual teacher proceeds to seek a remedy outside the grievance procedure; provided however, that the individual teacher by so proceeding does not receive the support of the Association.

* * * * *

ARTICLE VI

SUPERVISION AND EVALUATION

A. ORIENTATION

By no later than the first day students are required to be in attendance, the principal or immediate supervisor shall provide to each teacher under his/her supervision who is affected a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term, and advise said teachers as to who will primarily observe and evaluate their performance. Such notice shall comply with the School Code and ISBE regulations. No formal evaluation shall take place until such orientation has been completed.

A teacher newly employed after the beginning of the school year shall be notified by his/her principal or immediate supervisor of the evaluation procedures in effect. Such notification shall take place within thirty (30) days after the newly employed teacher's contract is fully executed.

B. PROCEDURES

1. The Board agrees to direct the administration to conduct teacher observations at times and at frequencies determined to be appropriate in the sole judgment of the administration, however, there shall be no less than ten (10) teacher work day periods between each formal observation unless mutually agreed upon by the teacher and administration. In no event shall the foregoing apply to non-tenured teachers, nor shall it apply to tenured teachers who have been issued a letter of remediation by the Board. Each formal classroom observation shall be initiated by a pre-observation conference, between the teacher and the principal or immediate supervisor that shall include but is not limited to a mutually agreed to time and date for the formal observation, the lesson to be observed, and a review of the parties' expectations. The pre-observation conference shall be held no less than two (2) school days prior to the formal observation unless mutually agreed upon by the teacher and administration.

Concurrent with or following any observation that may be considered in determining the teacher's performance evaluation rating, the principal or immediate supervisor shall inform the teacher of any areas of weakness and make an effort to provide the teacher with positive assistance to improve his/her quality of teaching performance. All formal observations of a teacher shall be conducted with the full knowledge of the teacher. Evidence gathered during informal observations may be considered in determining the teacher's performance evaluation rating, provided the evidence is reduced to writing. Any observations of a teacher involving other than classroom performance which are used for official censure, discipline or demotion shall be made a part of the teacher's personnel file. The teacher shall acknowledge receipt of such report by affixing his/her signature to the file copy. A copy of the report shall be given to the teacher.

2. Pre-Observation: Each formal classroom observation shall be initiated by a pre-observation conference, between the teacher and the principal or immediate supervisor that shall include but is not limited to a mutually agreed to time and date for the formal observation, the lesson to be observed, and a review of the parties' expectations. The pre-observation conference shall be held no less than two (2) school days prior to the formal observation unless mutually agreed upon by the teacher and administration. In no event should non-tenured teachers be evaluated less than once per year, and in no event should tenured teachers be evaluated less than every other year.
3. Formative Observation: The principal or immediate supervisor shall evaluate each teacher formally in writing.

Each formative evaluation shall be preceded by at least one (1) formal classroom observation of at least forty-five (45) consecutive minutes, a class period, a complete period, or the minimum observation period required by law.

4. A copy of each formal written observation shall be given to the teacher within ten (10) teacher work days following the formal classroom observation during a post conference mutually agreed to by teacher and the administrator. During this conference the evaluator shall share with the teacher any evidence collected and judgments made about the observation.
5. Summative Conference: A summative evaluation report is to be prepared within ten (10) work days after a post-formative conference unless mutually agreed to and signed as provided herein, and copied for both parties and the district personnel file. If the teacher believes his/her evaluation is incomplete, inaccurate, or unjust, he/she may put, in writing, a response and have it attached to the evaluation report which is to be placed in his/her personnel file. The Superintendent/Assistant Superintendent shall acknowledge receipt of response by sending a letter to the teacher. In addition, the teacher may request another evaluation by a different District 87 administrator of his/her choice. All year-end evaluation conferences shall be completed by June 1 unless delayed by mutual agreement by the parties involved.
6. The teacher shall sign the formative and/or summative evaluation forms to denote awareness of its contents and to acknowledge receipt of a copy for his/her personal record. The teacher's signature does not necessarily indicate agreement with the content of the report.
7. The teacher shall have access to his/her personnel file during normal business hours and when not otherwise assigned to duties. Nothing shall be permanently removed from any personnel file without the consent of both the teacher and the Superintendent or his/her designee. A representative of the teacher may accompany the teacher during the review of his/her file. The Superintendent shall provide that such review be conducted in the presence of himself/herself or a designee.

C. RIGHT OF REVIEW

The Association shall have the right to annually appoint a committee to review the evaluation procedures and instrumentation currently in use. The committee shall submit any resulting recommendations to the Superintendent, or his designee, who may append comments before passing the recommendations to the Board for final action. Such recommendation, if any, shall be submitted no later than April 1 of any school year for consideration of implementation for the following school year. Any other recommendations shall be first negotiated with the Association.

D. BOARD'S POWER

The parties acknowledge and agree that the Board of Education has the power to hire, to fire, to discipline, to suspend, to transfer, to promote, and to assign teachers, and such power shall be limited only by the express terms of this Agreement.

* * * * *

ARTICLE VII

MISCELLANEOUS

A. CLERICAL ASSISTANCE

The Board shall provide clerical assistance for teachers in a building. This assistance shall be made available to all teachers in that building in a manner, commensurate with need, as determined by the principal and approved by Superintendent.

B. INSTRUCTIONAL ASSISTANCE

The Board recognizes the responsibility of supporting the regular classroom elementary teachers with instructional assistance in specialized areas, consistent with its overall financial position and other responsibilities.

* * * * *

ARTICLE VIII

EFFECT OF AGREEMENT

A. STRIKES

The Association agrees not to strike, not to engage in work stoppages, and not to picket during the term of this Agreement.

B. INDIVIDUAL CONTRACTS

Individual teacher employment contracts shall conform to the terms and conditions of this Agreement.

C. IMPACT OF LAW AND COURT DECISIONS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, resolutions, rules, or regulations of any state or local legislative or administrative body (excepting those of the Board of Education), said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent it violates the law, ordinance, resolution, rule, or regulation, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section, or clause.

* * * * *

ARTICLE IX

DURATION

This Agreement shall be effective on the 1st day of the 2019-2020 school term, and shall remain in full force and effect until the 30th day of June 2023 for all items. It shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than January 15, 2023, that it desires to modify, change, amend, or terminate this agreement.


* * * * *

Signed this 26 day of August, 2019.

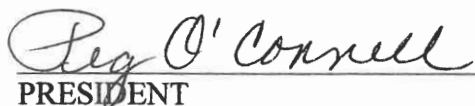
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BERKELEY EDUCATION
ASSOCIATION

BOARD OF EDUCATION,
SCHOOL DISTRICT NO. 87,
COOK COUNTY, ILLINOIS



PRESIDENT



PRESIDENT



CHIEF NEGOTIATOR



VICE-PRESIDENT

APPENDIX A

2019-2020 School Year

Lane 1 BA			Lane 2 BA+21			Lane 3 MA			Lane 4 MA+24		
Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary
1	40,123	44,091	1	41,293	45,377	1	43,243	47,520	1	45,337	49,821
2	40,772	44,804	2	41,966	46,116	2	43,955	48,302	2	46,091	50,649
3	41,832	45,969	3	43,061	47,320	3	45,110	49,571	3	47,310	51,989
4	42,912	47,156	4	44,178	48,547	4	46,289	50,867	4	48,554	53,356
5	44,225	48,599	5	45,536	50,040	5	47,720	52,440	5	50,065	55,016
6	44,918	49,360	6	46,255	50,830	6	48,483	53,278	6	50,875	55,907
7	45,617	50,129	7	46,980	51,626	7	49,253	54,124	7	51,693	56,805
8	46,546	51,149	8	47,943	52,685	8	50,272	55,244	8	52,773	57,992
9	47,487	52,184	9	48,919	53,757	9	51,307	56,381	9	53,870	59,198
10	48,266	53,040	10	49,768	54,690	10	52,369	57,548	10	54,980	60,418
11	49,055	53,907	11	50,626	55,633	11	53,449	58,735	11	56,109	61,658
12	49,854	54,785	12	51,497	56,590	12	54,548	59,943	12	57,258	62,921
13	50,662	55,673	13	52,380	57,560	13	55,664	61,169	13	58,427	64,205
			14	53,276	58,545	14	56,801	62,419	14	59,615	65,511
			15	54,182	59,541	15	57,956	63,688	15	60,826	66,842
			16	55,102	60,552	16	59,132	64,980	16	62,056	68,193
						17	60,329	66,296	17	63,307	69,568
						18	61,546	67,633	18	64,581	70,968
						19	62,366	68,534	19	65,437	71,909
						20	63,193	69,443	20	66,302	72,859
						21	64,031	70,364	21	67,176	73,820
						22	64,876	71,292	22	68,060	74,791
						23	65,856	72,369	23	68,952	75,771
						24	66,467	73,041	24	69,721	76,616

- Teachers beyond the final steps in the BA and BA+21 Lanes will receive an increase equal to their current years of experience for which District credit has been given x \$100 plus 2.0% for the 2019-20 school year.
- Teachers beyond the final steps in the MA and MA+24 Lanes will receive an increase equal to their current years of experience for which District credit has been given x \$100 plus 2.0% for the 2019-20 school year.
- In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
- An individual teacher's placement on the salary schedule does not necessarily reflect years of service/seniority in the District.

APPENDIX A

2020-2021 School Year

Lane 1 BA			Lane 2 BA+18			Lane 3 MA			Lane 4 MA+18			Lane 5 MA+36		
Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary
1	40,373	44,366	1	41,543	45,652	1	43,493	47,795	1	45,587	50,096	1	46,955	51,599
2	40,925	44,973	2	42,325	46,511	2	44,540	48,945	2	46,697	51,316	2	48,098	52,855
3	41,587	45,700	3	43,015	47,269	3	45,274	49,751	3	47,474	52,169	3	48,898	53,734
4	42,669	46,889	4	44,138	48,503	4	46,463	51,059	4	48,729	53,549	4	50,191	55,155
5	43,770	48,099	5	45,282	49,761	5	47,678	52,393	5	50,011	54,957	5	51,511	56,605
6	45,110	49,571	6	46,674	51,291	6	49,152	54,013	6	51,567	56,667	6	53,114	58,367
7	45,816	50,348	7	47,411	52,100	7	49,937	54,876	7	52,401	57,584	7	53,973	59,311
8	46,529	51,131	8	48,155	52,917	8	50,731	55,748	8	53,244	58,510	8	54,841	60,265
9	47,477	52,172	9	49,142	54,002	9	51,780	56,901	9	54,356	59,732	9	55,987	61,524
10	48,437	53,227	10	50,142	55,101	10	52,846	58,073	10	55,486	60,974	10	57,151	62,803
11	49,231	54,100	11	51,012	56,057	11	53,940	59,275	11	56,629	62,230	11	58,328	64,097
12	50,036	54,985	12	51,892	57,024	12	55,052	60,497	12	57,792	63,508	12	59,526	65,413
13	50,851	55,880	13	52,784	58,005	13	56,184	61,741	13	58,976	64,808	13	60,745	66,753
			14	53,690	58,999	14	57,334	63,004	14	60,180	66,132	14	61,985	68,115
			15	54,608	60,009	15	58,505	64,291	15	61,403	67,476	15	63,246	69,501
			16	55,537	61,029	16	59,695	65,599	16	62,651	68,847	16	64,530	70,912
						17	60,906	66,930	17	63,918	70,239	17	65,835	72,346
						18	62,139	68,284	18	65,206	71,655	18	67,162	73,804
						19	63,392	69,662	19	66,518	73,097	19	68,514	75,290
						20	64,237	70,590	20	67,400	74,066	20	69,422	76,288
						21	65,089	71,526	21	68,291	75,045	21	70,340	77,297
						22	65,952	72,475	22	69,191	76,034	22	71,267	78,315
						23	66,822	73,431	23	70,102	77,035	23	72,205	79,346
						24	67,832	74,540	24	71,021	78,045	24	73,151	80,386

1. Teachers beyond the final steps in the BA Lane will receive a 2.0% salary increase for the 2020-21 school year.
2. Teachers beyond the final steps in the BA+18 Lane will receive a 2.50% salary increase for the 2020-2021 school year.
3. Teachers beyond the final steps in the MA, MA+18 and MA+36 Lanes will receive a 3.0% salary increase for the 2020-2021 school year.
4. In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
5. An individual teacher's placement on the salary schedule does not necessarily reflect years of service/seniority in the District.

APPENDIX A

2021-2022 School Year

Lane 1 BA			Lane 2 BA+18			Lane 3 MA			Lane 4 MA+18			Lane 5 MA+36		
Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary
1	40,623	44,641	1	41,793	45,926	1	43,743	48,069	1	45,837	50,370	1	47,205	51,874
2	41,584	45,697	2	42,789	47,021	2	44,798	49,228	2	46,955	51,598	2	48,364	53,147
3	42,153	46,322	3	43,595	47,907	3	45,876	50,414	3	48,098	52,855	3	49,541	54,441
4	42,835	47,071	4	44,306	48,687	4	46,632	51,244	4	48,898	53,734	4	50,365	55,346
5	43,949	48,295	5	45,462	49,958	5	47,857	52,590	5	50,191	55,155	5	51,697	56,810
6	45,083	49,542	6	46,641	51,254	6	49,108	53,965	6	51,511	56,605	6	53,056	58,304
7	46,463	51,058	7	48,075	52,829	7	50,626	55,633	7	53,114	58,367	7	54,707	60,118
8	47,191	51,858	8	48,834	53,663	8	51,436	56,523	8	53,973	59,311	8	55,592	61,090
9	47,925	52,665	9	49,599	54,505	9	52,253	57,420	9	54,841	60,265	9	56,486	62,073
10	48,901	53,738	10	50,616	55,622	10	53,334	58,608	10	55,987	61,524	10	57,667	63,370
11	49,890	54,824	11	51,646	56,754	11	54,432	59,815	11	57,151	62,803	11	58,866	64,687
12	50,708	55,723	12	52,543	57,739	12	55,558	61,053	12	58,328	64,097	12	60,078	66,020
13	51,537	56,634	13	53,448	58,734	13	56,704	62,312	13	59,526	65,413	13	61,312	67,376
			14	54,368	59,745	14	57,870	63,593	14	60,745	66,753	14	62,567	68,755
			15	55,300	60,769	15	59,054	64,894	15	61,985	68,116	15	63,845	70,159
			16	56,246	61,809	16	60,260	66,220	16	63,246	69,501	16	65,143	71,586
						17	61,486	67,566	17	64,530	70,912	17	66,466	73,039
						18	62,733	68,938	18	65,835	72,346	18	67,810	74,517
						19	64,003	70,333	19	67,162	73,805	19	69,177	76,019
						20	65,294	71,752	20	68,514	75,290	20	70,569	77,549
						21	66,164	72,708	21	69,422	76,288	21	71,505	78,577
						22	67,041	73,672	22	70,340	77,296	22	72,450	79,616
						23	67,930	74,649	23	71,267	78,315	23	73,405	80,665
						24	68,827	75,634	24	72,205	79,346	24	74,371	81,727

1. Teachers beyond the final steps in all Lanes will receive a 3.0% salary increase for the 2021-22 school year.
2. In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
3. An individual teacher's placement on the salary schedule does not necessarily reflect years of service/seniority in the District.

APPENDIX A

2022-2023 School Year

Lane 1 BA			Lane 2 BA+18			Lane 3 MA			Lane 4 MA+18			Lane 5 MA+36		
Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary	Step	Base Salary	TRS 9.0% Salary
1	40,873	44,915	1	42,043	46,201	1	43,993	48,344	1	46,087	50,645	1	47,455	52,148
2	41,842	45,980	2	43,047	47,304	2	45,055	49,511	2	47,212	51,881	2	48,621	53,430
3	42,832	47,068	3	44,073	48,432	3	46,142	50,705	3	48,363	53,146	3	49,815	54,741
4	43,418	47,712	4	44,903	49,344	4	47,253	51,926	4	49,541	54,441	4	51,027	56,074
5	44,120	48,484	5	45,635	50,148	5	48,031	52,781	5	50,365	55,346	5	51,876	57,006
6	45,267	49,744	6	46,826	51,457	6	49,293	54,168	6	51,697	56,810	6	53,248	58,514
7	46,436	51,028	7	48,040	52,791	7	50,581	55,584	7	53,056	58,304	7	54,648	60,053
8	47,857	52,590	8	49,517	54,414	8	52,145	57,302	8	54,707	60,118	8	56,349	61,922
9	48,607	53,414	9	50,299	55,273	9	52,979	58,218	9	55,592	61,091	9	57,260	62,923
10	49,363	54,245	10	51,087	56,140	10	53,820	59,143	10	56,486	62,073	10	58,181	63,935
11	50,368	55,350	11	52,134	57,290	11	54,934	60,367	11	57,666	63,370	11	59,397	65,271
12	51,387	56,469	12	53,196	58,457	12	56,065	61,609	12	58,865	64,687	12	60,631	66,628
13	52,230	57,395	13	54,119	59,471	13	57,225	62,885	13	60,078	66,020	13	61,880	68,000
			14	55,052	60,497	14	58,405	64,181	14	61,312	67,376	14	63,151	69,397
			15	55,999	61,537	15	59,606	65,501	15	62,567	68,755	15	64,444	70,818
			16	56,959	62,593	16	60,826	66,841	16	63,845	70,159	16	65,760	72,264
						17	62,068	68,207	17	65,143	71,586	17	67,098	73,734
						18	63,330	69,593	18	66,466	73,040	18	68,460	75,231
						19	64,615	71,006	19	67,810	74,517	19	69,844	76,752
						20	65,923	72,443	20	69,177	76,019	20	71,252	78,299
						21	67,253	73,904	21	70,569	77,549	21	72,687	79,875
						22	68,149	74,889	22	71,505	78,577	22	73,650	80,934
						23	69,053	75,882	23	72,450	79,615	23	74,624	82,004
						24	69,968	76,888	24	73,405	80,665	24	75,607	83,085

1. Teachers beyond the final steps in all Lanes will receive a 3.0% salary increase for the 2021-22 school year.
2. In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
3. An individual teacher's placement on the salary schedule does not necessarily reflect years of service/seniority in the District.

APPENDIX B

2019-2020 EXTRA DUTY SALARY SCHEDULE

EVENT / ACTIVITY	RATE WITHOUT TRS	RATE WITH TRS
SUPERVISORS:		
ATHLETIC EVENT SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL DANCE SUPERVISION	20.57 per hour	22.60 per hour
SCHOOL BUS SUPERVISION	20.57 per hour	22.60 per hour
LUNCHROOM SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL PROGRAMS - NON-INSTRUCTIONAL	20.57 per hour	22.60 per hour
BAND OR CHORAL DIRECTOR	5,488.11 per year	6,030.89 per year
CHEERLEADING COACH	3,383.84 per season	3,718.51 per season
INTRAMURAL SUPERVISOR/COACH	175.97 per week	193.37 per week
CURRICULUM & INSTRUCTION COMMITTEES (as approved by the Superintendent or Assistant Superintendent)	28.79 per hour	31.64 per hour
AFTER SCHOOL PROGRAMS - INSTRUCTIONAL	28.79 per hour	31.64 per hour
HOURLY SUBSTITUTING (in lieu of planning period):		
MIDDLE SCHOOL CERTIFIED STAFF MEMBER	32.30 per period	35.49 per period
ELEMENTARY SCHOOL CERTIFIED STAFF MEMBER	25.11 per half hour	27.59 per half hour
MIDDLE SCHOOL PRINCIPAL'S DETENTION HALL SUPERVISION	28.79 per hour	31.64 per hour
INSTRUCTIONAL PLANNING COUNCIL	769.31 per year	845.40 per year
LEAD TEACHER:		
ELEMENTARY & MIDDLE SCHOOL	2,730.00 per year	3,000.00 per year
INTERSCHOLASTIC COACHING	3,383.84 per season	3,718.51 per season
SCHOOL YEARBOOK ADVISOR	1,508.40 per year	1,657.58 per year
STUDENT COUNCIL ADVISOR	1,508.40 per year	1,657.58 per year
SCHOOL NEWSPAPER	1,372.68 per year	1,508.44 per year
INTERNAL SUBSTITUTE - FULL DAY	150.87 per day	165.79 per day
INTERNAL SUBSTITUTE - HALF DAY	75.44 per day	82.90 per day
STAFF DEVELOPMENT PRESENTER:		
PREPARATION FOR PRESENTATION (one fee per topic)	219.28 per topic	240.97 per topic
PRESENTATION	54.86 per hour	60.29 per hour
TEACHER MENTORSHIP PROGRAM:		
WORKING WITH EACH PROTÉGÉ	1,000.00 per year	1,098.90 per year
TEACHING OVERLOAD:		
ELEMENTARY SCHOOL CERTIFIED STAFF (stipend based on 11 period day, prorated over current school year)	9% of salary	9% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER PLANNING PERIOD (stipend based on 8 period day, prorated over current school year)	12.5% of salary	12.5% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER SUPERVISION PERIOD (stipend based on 8 period day, prorated over current school year)	8% of salary	8% of salary

1. In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
2. If one (1) class is divided into half for one (1) full day, the respective teachers absorbing the class will receive half of the full day internal substitute rate.

APPENDIX B

2020-2021 EXTRA DUTY SALARY SCHEDULE

EVENT / ACTIVITY	RATE WITHOUT TRS	RATE WITH TRS
SUPERVISORS:		
ATHLETIC EVENT SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL DANCE SUPERVISION	20.57 per hour	22.60 per hour
SCHOOL BUS SUPERVISION	20.57 per hour	22.60 per hour
LUNCHROOM SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL PROGRAMS - NON-INSTRUCTIONAL	20.57 per hour	22.60 per hour
BAND OR CHORAL DIRECTOR	5,488.11 per year	6,030.89 per year
CHEERLEADING COACH	3,383.84 per season	3,718.51 per season
INTRAMURAL SUPERVISOR/COACH	175.97 per week	193.37 per week
CURRICULUM & INSTRUCTION COMMITTEES (as approved by the Superintendent or Assistant Superintendent)	28.79 per hour	31.64 per hour
AFTER SCHOOL PROGRAMS - INSTRUCTIONAL	28.79 per hour	31.64 per hour
HOURLY SUBSTITUTING (in lieu of planning period):		
MIDDLE SCHOOL CERTIFIED STAFF MEMBER	32.30 per period	35.49 per period
ELEMENTARY SCHOOL CERTIFIED STAFF MEMBER	25.11 per half hour	27.59 per half hour
MIDDLE SCHOOL PRINCIPAL'S DETENTION HALL SUPERVISION	28.79 per hour	31.64 per hour
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LEAD TEACHER:		
ELEMENTARY & MIDDLE SCHOOL	2,730.00 per year	3,000.00 per year
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SCHOOL YEARBOOK ADVISOR	1,508.40 per year	1,657.58 per year
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STAFF DEVELOPMENT PRESENTER:		
PREPARATION FOR PRESENTATION (one fee per topic)	219.28 per topic	240.97 per topic
PRESENTATION	54.86 per hour	60.29 per hour
TEACHER MENTORSHIP PROGRAM:		
WORKING WITH EACH PROTÉGÉ	1,000.00 per year	1,098.90 per year
TEACHING OVERLOAD:		
ELEMENTARY SCHOOL CERTIFIED STAFF (stipend based on 11 period day, prorated over current school year)	9% of salary	9% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER PLANNING PERIOD (stipend based on 8 period day, prorated over current school year)	12.5% of salary	12.5% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER SUPERVISION PERIOD (stipend based on 8 period day, prorated over current school year)	8% of salary	8% of salary

- In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
- If one (1) class is divided into half for one (1) full day, the respective teachers absorbing the class will receive half of the full day internal substitute rate.

APPENDIX B

2021-2022 EXTRA DUTY SALARY SCHEDULE

EVENT / ACTIVITY	RATE WITHOUT TRS	RATE WITH TRS
<i>SUPERVISORS:</i>		
ATHLETIC EVENT SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL DANCE SUPERVISION	20.57 per hour	22.60 per hour
SCHOOL BUS SUPERVISION	20.57 per hour	22.60 per hour
LUNCHROOM SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL PROGRAMS - NON-INSTRUCTIONAL	20.57 per hour	22.60 per hour
BAND OR CHORAL DIRECTOR	5,488.11 per year	6,030.89 per year
CHEERLEADING COACH	3,383.84 per season	3,718.51 per season
INTRAMURAL SUPERVISOR/COACH	175.97 per week	193.37 per week
CURRICULUM & INSTRUCTION COMMITTEES (as approved by the Superintendent or Assistant Superintendent)	28.79 per hour	31.64 per hour
AFTER SCHOOL PROGRAMS - INSTRUCTIONAL	28.79 per hour	31.64 per hour
<i>HOURLY SUBSTITUTING (in lieu of planning period):</i>		
MIDDLE SCHOOL CERTIFIED STAFF MEMBER	32.30 per period	35.49 per period
ELEMENTARY SCHOOL CERTIFIED STAFF MEMBER	25.11 per half hour	27.59 per half hour
MIDDLE SCHOOL PRINCIPAL'S DETENTION HALL SUPERVISION	28.79 per hour	31.64 per hour
INSTRUCTIONAL PLANNING COUNCIL	769.31 per year	845.40 per year
<i>LEAD TEACHER:</i>		
ELEMENTARY & MIDDLE SCHOOL	2,730.00 per year	3,000.00 per year
INTERSCHOLASTIC COACHING	3,383.84 per season	3,718.51 per season
SCHOOL YEARBOOK ADVISOR	1,508.40 per year	1,657.58 per year
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INTERNAL SUBSTITUTE - FULL DAY	150.87 per day	165.79 per day
INTERNAL SUBSTITUTE - HALF DAY	75.44 per day	82.90 per day
<i>STAFF DEVELOPMENT PRESENTER:</i>		
PREPARATION FOR PRESENTATION (one fee per topic)	219.28 per topic	240.97 per topic
PRESENTATION	54.86 per hour	60.29 per hour
<i>TEACHER MENTORSHIP PROGRAM:</i>		
WORKING WITH EACH PROTÉGÉ	1,000.00 per year	1,098.90 per year
<i>TEACHING OVERLOAD:</i>		
ELEMENTARY SCHOOL CERTIFIED STAFF (stipend based on 11 period day, prorated over current school year)	9% of salary	9% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER PLANNING PERIOD (stipend based on 8 period day, prorated over current school year)	12.5% of salary	12.5% of salary
MIDDLE SCHOOL CERTIFIED STAFF -- IF EMPLOYEE IS ASKED TO ASSUME AN OVERLOAD DURING HIS/HER SUPERVISION PERIOD (stipend based on 8 period day, prorated over current school year)	8% of salary	8% of salary

- In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
- If one (1) class is divided into half for one (1) full day, the respective teachers absorbing the class will receive half of the full day internal substitute rate.

APPENDIX B

2022-2023 EXTRA DUTY SALARY SCHEDULE

EVENT / ACTIVITY	RATE WITHOUT TRS	RATE WITH TRS
SUPERVISORS:		
ATHLETIC EVENT SUPERVISION	20.57 per hour	22.60 per hour
AFTER SCHOOL DANCE SUPERVISION	20.57 per hour	22.60 per hour
SCHOOL BUS SUPERVISION	20.57 per hour	22.60 per hour
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AFTER SCHOOL PROGRAMS - NON-INSTRUCTIONAL	20.57 per hour	22.60 per hour
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TEACHING OVERLOAD:		
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1. In addition to and outside of the annual base salary specified in the schedule, the Board shall pay, at no cost to each teacher, the teacher's required contribution to the Illinois Downstate Teachers' Retirement System (TRS), up to a maximum cost to the Board of 9.8901% of the above-stated base salary, to the fullest extent permitted by law, all as employer contributions thereto, intended to fall within the provisions of Section 414(h) of the Internal Revenue Code of 1986, as amended.
2. If one (1) class is divided into half for one (1) full day, the respective teachers absorbing the class will receive half of the full day internal substitute rate.

EXHIBIT A

EARLY DISMISSAL

Elementary Schools	1:00 PM	Meeting time 1:00 – 3:45 PM
Middle Schools	12:30 PM	Meeting time 12:30 – 3:20 PM

(Extension or dismissal at conclusion of a business meeting would be a building decision between teachers and principal.)

Effective beginning the 1999-2000 school year there shall be four (4) rather than (6) scheduled early dismissal school days. In addition, the practice regarding early dismissal on the school day preceding Winter break and the school day preceding Thanksgiving will continue.

Purpose: Educational Improvement Items

Examples:

Articulation

Intra-school

Inter-school (e.g., all 2nd grade teachers)

Between grade levels (e.g., 5th & 6th grade teachers)

Subject areas

Departments

Building goals (staff development, curriculum development)

Department goals

Grade level goals

Observation

Consultants

Committee Information (e.g., information for Safety Committee)

Other justifiable topics dealing with educational improvement.

EXHIBIT B

Retirement Agreement

This Agreement is entered into on _____, 20__ by and between the Board of Education of Berkeley School District No. 87, Cook County, Illinois, the Employer, and _____ (“Retiree”), to confirm Retiree’s retirement severance benefits. It is expressly understood that this Agreement confirms the rights given to Retiree under the 2019-2023 Professional Negotiations Agreement between the Berkeley Education Association and the Employer (“PNA”). This Agreement does not alter in any way Retiree’s right to any other benefits provided by the Employer pursuant to the PNA.

1. If otherwise eligible, Retiree shall receive the retirement benefit set forth in Article IV, Section D. 1 or D. 2. B, as applicable; and, if applicable, the annual grant to defray the costs of TRS/TRIP program obtained by the Retiree at his/her sole cost and expense, to the extent set forth in Article IV, Section D. 2. C of the PNA, upon his/her scheduled retirement pursuant to said retirement program. Said benefit and annual grant shall be subject to the terms and conditions of said retirement program. The Board does not warrant or otherwise guarantee that said benefit shall be “creditable earnings” nor will a particular level of benefits be received by Retiree from TRS or the State of Illinois. Said benefit and annual grant shall not be due and payable to the Retiree prior to the time stated in said retirement program.

2. All payments under this Agreement will be made following all applicable Federal and Illinois statutes, laws, and regulations.

3. Retiree cannot borrow against or assign the right to receive payments under this Agreement.

4. The laws of Illinois will apply to any disputes that arise under this Agreement.

The Board of Education,
Berkeley School District No. 87,
Cook County, Illinois

Retiree

By: _____
Authorized Representative

Date _____

Date _____