

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

*The Lake Villa Federation of Teachers has been bargaining with the Board of Education over a successor agreement since May 5, 2015. As of January 13, 2016, the parties will have met on thirteen separate occasions, which includes four sessions with a federal mediator. Unfortunately up to this point, we have not been able to reach a final agreement with the Board, although some items have been tentatively agreed to pending agreement on all outstanding issues. The primary outstanding issues center around salary, insurance, and other economic matters—and a handful of non-economic matters the Union believes are critical, including issues related to student safety and issues related to curriculum development, the cornerstone of successful student achievement.*

*We have initiated the public posting process because we want the community to understand the urgency in settling this contract, as we have been working without one since August 19, 2015, and because we urge the Board of Education to make a concerted and good faith effort toward settling a fair contract that maintains the standards of educational excellence all Lake Villa District 41 stakeholders continue to expect. It is an unfortunate trend in recent years that we find ourselves starting the school year again without a contract, which occurred during the last round of negotiations in 2012. In order for the District to continue to attract and retain high-quality educational professionals, it is crucial to have a contract in place before the beginning of the school year that offers competitive salary packages, including reasonable insurance coverage options.*

*The Members of the Lake Villa Federation of Teachers want the community to know that we are sensitive to issues related to the finances of the District. This is why we agreed to resolution on multiple economic matters in 2012 that created substantial District savings, which were driven, in part, by substantial teacher monetary reductions related to the district's retirement program, longevity pay and dependent insurance coverage. Furthermore, in the winter and spring of 2015 before the current contract expired, the teachers agreed to changes in insurance coverage levels, allowing the district to save even more money, while teachers' out-of-pocket insurance costs increased. Additionally, during this particular round of negotiations, the teachers looked more closely at local property tax levy procedures and discovered district practices that the teachers addressed this school year with the Board, and which they will continue to address with the Board after the settlement of this contract.*

*Regarding the District's academic record, Lake Villa teachers led the way on the 2015 PARCC English and Language Arts assessment, outperforming all of their peer districts with District 41 students scoring first out of nine comparable Lake County districts\*. And in 2014, Lake Villa ranked in the top third of students meeting or exceeding state standards compared to the same set of Lake County districts. Indeed, Lake Villa teachers work hard to prepare their students for success, which is why such high student achievement scores year after year become more difficult to reconcile with the unfortunate reality of low teacher compensation at District 41. In looking at multiple salary data points of these nine districts, which are primarily based on a teacher's salary viewed against district experience and educational attainment, Lake Villa teachers rank last or almost last when it comes to teacher pay. In fact, a teacher with a master's degree who started last school year at Lake Villa*

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

*earned a salary of \$38,216. If you started at Gurnee District 56 last school year with a master's degree, you did so with a salary of \$43,838; \$43,455 at Millburn District 24; \$44,458 at Hawthorne District 73; and, \$44,852 at Big Hollow District 38. No teacher enters the profession to become wealthy, but they do expect to be treated fairly and as the highly-qualified professionals they are, especially when their performance is consistently top notch. One trend related to Lake Villa salary that the teachers discovered is that the longer a Lake Villa teacher stays in the district, the further behind that teacher falls in compensation compared to other county districts, adding up to tens of thousands of dollars in lost compensation over the course of a District 41 career. Such low compensation packages are not necessary, especially considering the fact that the district will be receiving over \$815,000 more in general state aid in fiscal year 2016 compared to fiscal year 2015, which is actually \$432,000 more than what the district formally budgeted. Furthermore, such low pay becomes questionable when considering the fact that at the end of the 2014 fiscal year, the last year for which audit records are publically available, the District had \$19 million in total fund balances; fund balances are monies that are left over after all of the bills have been paid, including staff salaries and benefits. The District has submitted its fiscal 2016 budget to the state of Illinois, with predicted fund balances of approximately \$20 million on hand on June 30, 2016, one million dollars more than two years ago.*

*The Lake Villa Federation of Teachers is comprised of approximately 180 dedicated educational professionals who serve with pride the students of District 41 on a daily basis. We are also your neighbors, voters, community members and tax payers. Our bargaining unit is comprised of professional teachers, social workers, psychologists, speech and language pathologists, technology advisors and licensed nurses.*

*\*Milburn District 24, Antioch District 34, Gavin District 37, Big Hollow District 38, Grayslake District 46, Woodland District 50, Gurnee District 56 and Hawthorne District 73*

Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO

January 13, 2016  
IELRB Public Posting

## OUTSTANDING LANGUAGE ITEMS

### UNION PROPOSAL ARTICLE I

#### UNION RIGHTS

##### J. Union Release [NEW LANGUAGE]

The Union President, or designee, will be allowed release time of up to three (3) days per school year to conduct Union business. Every attempt will be made to minimize the impact on student-teacher contact time, and the Union President, or designee, will give advance notice of use of such release time within a reasonable amount of time to the Superintendent, or designee.

*UNION RATIONALE: Open communication between the union and the district eliminates an overwhelming majority of potential problems. Specifically, when the administration and union leadership are provided time to discuss, in an informal manner, pending issues that may turn into more costly and time-consuming scenarios, oftentimes those matters are resolved swiftly and fairly, with minimal impact on the teachers or the operations of the district. Furthermore, a collaborative labor-management approach allows the parties to address a wide range of topics, including the educational environment and its impact on student learning. This proposal aims to advance the objective of open communication between the teachers and the district in a cooperative and productive environment.*

### UNION PROPOSAL ARTICLE II

#### TEACHER RIGHTS

##### D. Curriculum and Professional Development

~~1. The Board recognizes that teachers are well qualified to assist in formulating policies and programs in curriculum. It is important, therefore, that structures and procedures be established so that the teachers have the opportunity to become involved in the area of curriculum development and instruction, inservice training and selection and adoption of educational materials. Implementation, adoption, and approval of all policies and programs in curriculum shall be at the sole discretion of the Board.~~

It is important that structures and procedures be established so that teachers have appropriate curricular materials for effective student instruction, and District-provided inservice trainings related thereto.

Therefore, a Curriculum Development Committee will be formed to choose, pilot, review

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**and/or modify all aspects of the District's curriculum, which shall be based, in all cases, on pre-existing and published curricular programs. Such Committee will be a joint Union-Board Committee and will ensure the curricular programs chosen and ultimately implemented by the Committee are valid and reliable, appropriate, include best practices, and meet the needs of all District students. Practicing classroom teachers shall have significant input regarding the purposes of this Committee, with such practicing classroom teachers constituting no less than 50% of the total number of Committee members.**

**Curricular materials for every grade, level and subject in the District will be made available for teachers. All materials and resources of each curricular program will be purchased and provided to every teacher and serve as the foundation for instruction and assessment for every grade, level and subject. At no point will teachers be responsible for writing complete curricular programs or assessments for any grade, level or subject. The parties agree that it is appropriate to follow all copyright laws related to District curriculum development and implementation. Furthermore, both parties recognize and agree that a consistent and well-defined research-based curriculum for every grade, level and subject will support effective student growth.**

**Adoption and implementation of all curricular programs shall be approved by the Board.**

In August of each year, the Administration shall post notice of any opportunities to serve on curriculum development ~~e~~ **C**ommittees during the following summer. The notices will be posted for 14 days and will include information concerning the curricular areas under review, the dates the committee will meet, the number of teachers required, any particular qualifications needed (*e.g.*, experience, grade level, subject area, certification, building, etc.) and any other information pertinent to the ~~e~~ **C**ommittee work. Teachers who are interested must apply during the 14 day posting period. If the Administration determines that it can form a suitable ~~e~~ **C**ommittee from amongst the teachers volunteering to perform the curriculum development ~~e~~ **C**ommittee work, it will select and notify the ~~e~~ **C**ommittee members by September 15<sup>th</sup>. Committee members shall be paid \$200 **\$250** per day (*i.e.*, 7 hours to include 1 hour for lunch) for their service. Once selected, the ~~e~~ **C**ommittee member is expected to perform the ~~e~~ **C**ommittee work unless prevented from doing so due to an emergency. ~~If prevented from performing the committee work, the committee member must find a teacher to serve as his/her replacement on the committee.~~ If the Administration determines, in its sole discretion, that there is a lack of suitable volunteers, the curriculum development work will instead be performed during the school year.

In the event that a summer curriculum program does not take place and the curriculum development work takes place during the school year, teachers who serve on ~~the a curriculum development e~~ **C**ommittee during the school day will be paid a daily stipend for their time out of the classroom and for any work necessary to complete responsibilities of the curriculum ~~e~~ **C**ommittee. Such daily stipend shall be equal to ~~one~~ **two** periods ~~s~~ paid at the internal substitute rate.

**2.** Any teacher (*i.e.*, excluding **literacy/technology** coaches) who is asked by the Assistant Superintendent for Teaching and Learning and who agrees to make a formal presentation (*i.e.*, not informal collaboration) at a teacher institute on a topic related to curriculum development shall receive a \$400 **\$200** per day stipend for his/her service.

Any teacher or literacy/**technology** coach (*i.e.*, excluding technology coaches) who is asked by the Assistant Superintendent for Teaching and Learning and who agrees to make a formal presentation

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

(i.e., not informal collaboration) at a summer institute on a topic related to curriculum development shall receive a \$400 \$200 per day stipend for his/her service.

***UNION RATIONALE: In order for meaningful and substantive discussions to occur regarding curriculum, which is the cornerstone of the entire Lake Villa educational community, teachers believe that such processes should be collaborative between teachers and administrators rather than by merely top down directives, or by bottom-up efforts—and that all curricular materials should be based on a proven and professionally developed foundation. With national and state mandates thrust upon teachers and students such as the Common Core standards, authentic, collaborative discussions on all aspects of curriculum are more important now than ever before. Furthermore, teachers have been attempting to improve this aspect of the district’s educational program for many years, and we’ve had some successes along the way, but not substantially significant enough to address the root concern of Lake Villa teachers, which is to ensure that valid and reliable, appropriate and best-practices curricular programs are established that meet the needs of all District students.***

**UNION PROPOSAL  
ARTICLE III**

**EVALUATION AND FILES**

**A. Evaluation - Formal – Informal**

1. The process, plan and tool for formal evaluation shall be developed bargained by between the Board, and the Union and the Administration, and shall be consistent within the District. The formal evaluation process, plan and tool shall be consistent throughout the District. Any changes or amendments to the formal evaluation process, plan or tool shall be bargained, and then voted on by the parties’ respective constituencies. Furthermore, the formal evaluation process, plan and tool shall be reviewed jointly and annually, and prior to any agreed-to changes to the then-existing process, plan and/or tool.
2. By no later than September 1 for tenured teachers and September 15 for non-tenured teachers, ~~±~~ the evaluator shall preview with the teacher, staff of each building, or with the entire staff, the procedures, techniques, and evaluation instruments to be used during the formal evaluation.
3. The evaluator shall notify the teacher at least ~~one (1) day~~ **five (5) days** before a formal evaluation and shall make his/her presence known upon entering the classroom or teaching area.
4. The evaluator shall furnish the teacher a copy of the formal evaluation report within ten (10) school days after the evaluation.

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

5. The evaluator shall review the report with the teacher and answer pertinent questions within his/her realm of authority as they pertain to the report. This review shall occur within five (5) school days of receipt of the evaluation or may be extended by mutual agreement of both parties.
6. If the teacher feels that the report is incomplete, inaccurate, or unjust, he/she may submit objections in writing to be added to the formal evaluation report provided such objections are submitted no later than fifteen (15) school days after receipt of a copy of the evaluation by the teacher.
7. a. One of the purposes of formal teacher evaluation may be to improve the instructional capabilities of the teacher.  
b. In addition, teachers recognize informal evaluation is a continuing process and may be accomplished verbally, in writing by memo, on authorized forms, or in any other manner appropriate to the evaluation situation, **and so long as such is in compliance with School Code and Rules and Regulations related thereto (i.e., Part 50 Rules).**
8. As a primary responsibility of the teacher to his/her profession, it is agreed that each teacher who is asked by the Board through its administration to work with fellow teachers or to share their knowledge with fellow teachers shall do so without compensation during the regular school day.
9. Teacher evaluations shall be in compliance with the requirements of Article 24A of The School Code of Illinois. The document for this purpose shall be known as "Guidelines for Teaching and Teacher Evaluations #1."

**10. FORMAL APPEAL PROCESS**

**If a Teacher requests a formal evaluation appeal, such Teacher must either:**

**(A) Submit in writing to the original evaluator the observation/evaluation appeal within five (5) work days after receipt of the original formal observation/evaluation rating. The original evaluator will have seven (7) work days to approve or deny, in writing, the appeal. If the original evaluator denies the appeal, the teacher will have the right to resubmit the appeal in writing to the Superintendent within five (5) teacher employment days after receipt of the written denial above. The Superintendent will have seven (7) teacher employment days to approve or deny, in writing, the resubmitted appeal.**

**(B) Or, the teacher may submit in writing to the Superintendent an appeal for a different observer/evaluator within five (5) work days after receipt of the original observation/evaluation rating. Within seven (7) work days after receipt of the appeal, the Superintendent will assign the new observer/evaluator, who will then arrange with the Teacher the new observation/evaluation.**

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

***UNION RATIONALE: Currently, the district’s evaluation plan allows for a teacher who receives one unsatisfactory component rating out of 22 total component ratings to receive an overall teacher performance evaluation rating of unsatisfactory, the lowest possible rating, and one that could ultimately allow for the teacher’s dismissal. The Illinois State Board of Education strongly cautions against such a method of teacher rating, arguing that it “is bad practice and inconsistent with the goal of improving teaching practice” (see ISBE Guidance Document 15-4, June 10, 2015). Even if the teacher received the highest component rating on all of the 21 other components, the teacher could still be rated as unsatisfactory overall—essentially a failing grade. This would be akin to a grade school student mastering 21 course concepts for the school year, and receiving 21 “A” grades for that year-long effort, but also receiving one “F” grade for the one course concept the student did not master, and ultimately receiving an overall “F” course grade. Lake Villa teachers have been attempting to rectify this unjust and unbalanced process for several years but to date have not had success. We believe a more robust and collaborative process of developing teacher evaluations is not only fair, but also beneficial for teacher and student success. The district’s teachers have anecdotal evidence of unfair teacher evaluation processes that result in inaccurate teacher ratings and, therefore, in addition to proposing to improve the procedures regarding the general evaluation process, the teachers also propose an appeal process because they believe such is necessary, reasonable and just, especially considering the newly adopted high-stakes nature of teacher evaluations in Illinois.***

**UNION PROPOSAL  
ARTICLE IV**

**LEAVES**

**A. Sick Leave**

1. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For purposes of this **Article** ~~Section and Section C~~, below, “immediate family” shall include parents, spouse **(including from same-sex marriage)**, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, **grandparents-in-law, domestic partners** and legal guardians. The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teacher’s faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or thirty (30) days for birth, or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during a leave of absence of less than

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016

IELRB Public Posting

three (3) days for personal illness, the Board shall pay the expenses incurred by the teacher in obtaining the certificate.

For the purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability, child-rearing leave. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including parental bonding, court and travel time where necessary.

For paid leave for adoption or placement for adoption, the Board may request evidence that the formal adoption process is underway.

2. Each teacher shall be entitled to a total of at least fifteen (15) sick days with full pay per school term. Any teacher who is absent from work must document the actual amount of work time missed **in a District-directed system after appropriate training has been provided on any new system** in the AESOP automated attendance system. Unused sick leave shall accumulate without limit. At the end of each school year, each teacher shall receive written notice of his/her accumulated leave time.
3. ~~Three (3) of the fifteen (15)~~ **four (4) of the fifteen (15)** sick leave days per school term may be designated as personal business days by the teacher. Personal business shall be defined as private business matters which cannot be conducted during non-school hours. Personal business days may not be used on institute, ~~or parent-teacher conference~~ days. **Teachers who desire to use a personal business day on or the last school day before or the first school day after a holiday or school recess must submit a request in writing to the Superintendent at least five (5) business days in advance. Requests to use personal leave on the last school day before or the first school after a holiday or school recess will be approved on a first-come, first-served basis, subject to the following conditions: (a) no more than two teachers per building; and (b) teachers may not use two consecutive personal business consecutive days during this period. Aside from those teachers who receive the Superintendent's approval to use personal business leave, no other teacher may use personal business leave during this period,** except in emergency circumstances. In such a case, the teacher may be required to verify the emergency to the District. Teachers are expected to fulfill their professional responsibilities by reporting for duty during the work year and may not elect to use unpaid "dock days" to extend vacations, holidays or other personal business. In extenuating circumstances, a teacher may request permission of the Superintendent to use an unpaid dock day(s). However, the Superintendent's grant or denial of such request shall be discretionary and non-precedential.
4. Any teacher who has perfect attendance in a given year shall receive a stipend of ~~three hundred dollars (\$300)~~ **three hundred fifty dollars (\$350)**.
5. When a teacher's religion requires worship or observance that cannot be performed other than during school hours, and observance is not otherwise provided in the school calendar, up to two (2) days with pay may be taken annually. However, the Superintendent shall require any such days used by the teacher to be made up during the course of the same fiscal year.

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

- 6. The Union may submit a request to the Superintendent to allow some or all of its members to donate their own sick leave days to a colleague who has experienced a catastrophic personal illness or injury and has exhausted his/her own sick leave days. The Superintendent, in his/her sole discretion may grant or deny the request, and such decision shall be non-precedential and non-grievable. In no event shall more than 30 sick leave days be donated to any one teacher during the course of the teacher's employment with District 41. In the event the Superintendent approves a request, one day of sick leave shall be deducted from each donating teacher and transferred to the recipient teacher. If more teachers offer to donate their sick leave days than the recipient teacher requires, the District shall pro-rate the day to be deducted from each teacher's sick leave.**

*UNION RATIONALE: In addition to proposing to redefine the definition of "family" and increase the number of possible personal days without increasing the combined amount of sick and personal days a teacher could utilize, the teachers are also proposing a non-precedential sick leave bank policy to be used by those teachers who suffer, or who have family members who suffer, catastrophic illness to be able to care for themselves or their family members through the collective efforts, and good will, of the entire Lake Villa teaching community.*

**UNION PROPOSAL  
ARTICLE IV**

**LEAVES**

**C. Bereavement Leave**

Bereavement leave of up to three (3) days with pay shall be granted for each death in the immediate family which, for the purpose of this provision only, shall be defined as: parents, spouse (**including from same sex marriage**), brothers, sisters, children, grandparents, **grandparents-in-law**, grandchildren, parents-in-law, **aunts, uncles**, brothers-in-law, sisters-in-law, nieces, nephews, **domestic partners** and legal guardians. It is expected the teacher will only take as many bereavement days as are necessary under the circumstances.

*UNION RATIONALE: Similar to the teachers' sick leave proposal, the teachers propose to redefine the definition of "family" with this proposal to match more closely contemporary descriptions of familial units.*

**UNION PROPOSAL  
ARTICLE V**

**WORKING CONDITIONS**

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**A. Supervisory Duties**

Each building principal shall assign supervisory duties as equally as possible amongst teachers. Such shall apply to all supervisory positions as defined in Appendix II, including but not limited to bus duty, and any other supervisory duties that extend beyond the contractual workday. Such shall be computed in no less than quarter hour increments but shall not be interpreted to mean that employees need to stay beyond what the supervisory duty demands.

*UNION RATIONALE: The primary purpose of the above Union proposal is to address an ongoing safety concern at one of the grade schools related to busing, and specifically waiting and dismissal times for students to board their buses at the end of the school day. The teachers have attempted on numerous occasions to address this matter with the District but have thus far not been successful.*

**UNION PROPOSAL  
ARTICLE V**

**WORKING CONDITIONS**

**E. Preparation Time**

Both parties agree that professional teaching competence is in large part a function of thorough planning. Accordingly, each teacher shall be responsible for the daily preparation of instructional program and its effective deliverance. Teachers shall have at least one (1) preparation period per day **of no less than forty (40) continuous minutes** free of any regularly **or irregularly** scheduled duty; **district-level or building-level meetings will not occur during this preparation period.** This preparation time shall be within the normal school day and shall be in addition to the regular **forty (40) minute** duty-free lunch period. **This time shall not be scheduled for travel, student supervision or meetings. It is understood between the parties that planning time will be used in accordance with teachers' best professional judgment.**

~~The Union agrees that in cases wherein any teacher leaves his/her assigned school property during working hours without the principal's permission, excluding duty-free lunch, said teacher shall be docked a minimum of one-sixth (1/6) of said teacher's daily wage rate.~~

*UNION RATIONALE: An abundance of research shows that adequate and proper preparation time allows for more effective, efficient and sustainable student learning. Preparation time is that part of the day and week when teachers can attend to the numerous other responsibilities of their job aside from their actual teaching and student contact duties, including current district-mandated use of plan time that is devoted to grading and student assessment analysis. Teachers also believe, and research shows, that small amounts of time cannot realistically or meaningfully be counted towards effective preparation time; ultimately, having interrupted preparation time day in and day out serves as a detriment to student success.*

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**UNION PROPOSAL  
ARTICLE V**

**WORKING CONDITIONS**

**F. Employment Year**

The school year shall consist of a maximum of one hundred eighty-seven (187) school days, of which one hundred eighty-two (182) days shall be regular workdays as scheduled by the Board of Education. The Board may designate up to six (6) such days for the purpose of parent-teacher conference days and/or institute days. In the event the six (6) days are not used as parent-teacher conference days and/or institute days, they shall be used as regular teaching days. **Three (3) such days of the one hundred eighty-two (182) days will be designated as a records day, which shall occur in the last week of each trimester.** The remaining five (5) days shall be defined as emergency days. The salary schedule shall be based on the maximum calendar of one hundred eighty-two (182) workdays determined by the Board of Education.

***UNION RATIONALE: In addition to ongoing and increasing state and national requirements that teachers must meet regarding student growth and Common Core standards, to name just a few, District 41 also continues to implement new initiatives that require teachers to dedicate vast amounts of additional time to implement these initiatives successfully. Some examples of new district initiatives: the new 1-1 computer program, which affects all classroom teachers grades 3-8; the new ELA curriculum, which affects all classroom teachers grades K-6 and some classroom teachers grades 7-8; and, new science curriculum, which affects all classroom teachers grades K-6.***

**UNION-BOARD AGREEMENT ON MOVING THIS ISSUE INTO  
BARGAINING SUBCOMMITTEE  
ARTICLE V**

**WORKING CONDITIONS**

**G. Workday**

***UNION RATIONALE: Teachers believe that the topics related to this issue could best be resolved in a bargaining subcommittee.***

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**C. Medical Insurance/Flexible Benefits Plan**

1. The Board shall make available for each teacher a group Health/Major Medical insurance plan. Any insurance coverage shall be effective as soon after initial employment as the insurance carrier(s) shall permit. The selection of insurance carriers shall be at the sole discretion of the Board, **subject to the terms of the Insurance Committee**. A minimum of fifty percent (50%) of the teachers shall be required to participate in the group Health/Major Medical insurance plan. Should less than fifty (50%) of the teachers voluntarily participate, then a number of teachers sufficient to bring participation to the fifty percent (50%) level shall be involuntarily selected to participate in the plan. Such teachers shall be selected in an order inverse to seniority within the District (i.e. the least senior non-participating teachers shall be selected).

Teachers participating in the plan shall receive one hundred percent (100%) Board paid single coverage. For teachers who select single + 1 or family coverage additional contributions shall be made.

The Board shall make an additional contribution toward the premium for single + 1 coverage in the amount of ~~one hundred seventy-five dollars (\$175)~~ **\$250 per month in 2015-16, \$275 per month in 2016-17, \$300 per month in 2017-18 and \$325 per month in 2018-19** per month. The Board shall make an additional contribution toward the premium for family coverage in the amount of ~~three hundred dollars (\$300)~~ **\$375 per month in 2015-2016, \$400 per month in 2016-17, \$425 per month in 2017-18, \$450 per month in 2018-19.**

2. For any teacher who does not elect insurance coverage in accordance with Section C. (1) above, the Board shall provide a cash allowance, subject to Sections 2. a, b and c below.
  - a. Any teacher employed on or before July 1, 1999, and who received the aforementioned cash allowance during the 1999-2000 school term shall continue to be eligible for such allowance, until such time as said teacher may elect insurance. Upon the election of such insurance, said teacher shall surrender any future eligibility for the cash allowance. Effective with the 1999-2000 school term, the cash allowance shall be frozen at two thousand, one hundred fifty five dollars and fifteen cents (\$2155.15) regardless of fluctuations in the annual single premium for insurance.
  - b. Any teacher employed after July 1, 1999, shall not be eligible for the above described cash allowance.
  - c. With respect to all teachers employed less than full-time or working less than a full year, the Board's contribution in the form of cash allowance or insurance premium as described, whichever is applicable, shall be provided on a pro-rata basis.
  - d. Throughout each fiscal year, the District will pay any claims exceeding the amount of the collected premiums and will not seek to adjust premiums solely to recoup any losses resulting

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

from its payment of such claims. However, this provision is not intended to prevent the District from increasing health insurance premiums based on its claims experience and any other factor it deems relevant, **subject to the terms of the Insurance Committee.**

3. The Board shall maintain and provide administration of a Flexible Benefits Plan (hereinafter "plan") which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan. The plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct:
  - a. Insurance Premiums (Individual Health, Individual Dental, Dependent Health, Dependent Dental, additional Term Life up to \$75,000 maximum, Disability Income).
  - b. Non-Reimbursed Medical/Dental Costs (subject to Section 213(d) of the Internal Revenue Code).
  - c. Child/Dependent Care Costs up to \$5,000 maximum per year (subject to Section 129(e)(1) of the Internal Revenue Code) and other items as may be hereafter agreed between the Board and the Union from their overall compensation, as defined in Paragraph 2, above, and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs.
4. Each teacher shall declare, pursuant to the direction of the Business Office or Plan Administrator, the anticipated annual cost of benefits under the plan for the twelve (12) month period September through August, provided such anticipated cost does not exceed ten thousand dollars (\$10,000), no more than ~~two thousand five hundred dollars (\$2500)~~ **the then-current and allowable amount** of which can be designated for non-reimbursed medical/dental expenses. Such declaration shall be irrevocable for the twelve (12) month period September through August except as may be necessitated by a change in dependent status. If Individual or Dependent Health Insurance, Individual or Dependent Dental Insurance, or additional Term Life Insurance is selected by the teacher, the Board shall pay those amounts directly to the carrier as they become due on behalf of the teacher. Teachers shall be reimbursed their other declared cost on a monthly basis, provided the teacher has filed evidence of payment.
5. Should the total annual evidence of payment submitted by the teacher for each category selected under Paragraph 3 above, exceed the declared anticipated cost, the teacher shall receive as reimbursement the declared anticipated cost. Should the total annual evidence of payment submitted by the teacher for each category selected under Paragraph 3 above, prove less than the declared anticipated cost, the teacher shall receive as reimbursement only the amount as specified through evidence of payment.
6. Teachers who retire or who are on leave-of-absence may, at their own option and expense, and with the approval of the insurance carrier(s) and the timely payment of the full premium, continue to be covered under the group insurance plan(s) until such time as they become eligible for Medicare.

**7. Insurance Committee**

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

A joint Insurance Committee shall be created between the Union and the Board. The Committee shall be comprised of four (4) voting members appointed by the Board and four (4) voting members appointed by the Union; each party may include a fifth (5<sup>th</sup>) non-voting member, who shall typically be either the Board's legal counsel or the Union Field Service Director. The Committee will meet at least annually to review the insurance program, which review shall include exclusively: (1) reviewing claims; (2) analyzing proposals from any competitive bidding process; (3) reviewing and considering information concerning potential carriers; (4) reviewing claims paid; (5) reviewing insurance reserves; (6) reviewing stop loss/re-insurance policies and limits; and, (7) reviewing rates; in no case will the Committee discuss or make recommendations related to any matters other than the foregoing. The Committee will make advisory recommendations only on the foregoing matters to the Board of Education. In no case will the Committee infringe on or otherwise violate the terms of this Agreement.

**8. Insurance Benefits**

Insurance benefits, which include but are not limited to, coverage levels, shall not diminish during the life of this Agreement and will remain the same as were in place for the 2015-2016 school year.

*UNION RATIONALE: As Lake Villa District 41 teachers are among the lowest paid in the area yet achieve some of highest student test results, one benefit they believe in maintaining is health insurance for all employees, and especially for those teachers who have families, as district trends related to dependent coverage have developed that lead us to believe we are falling behind. Specifically, family rates increased in 2015-16 by 14%, leading to effective pay cuts for many of these teachers because of steep increases in rates and the family stipend has been frozen for 3 years. And, during years before the 2012-2015 agreement, the dependent stipend amounts increased only marginally. Furthermore, despite the fact that all Lake Villa teachers were guaranteed insurance benefits at a certain level during the last contract, and specifically in the 2014-2015 school year, the district initiated a process last school year—against the expressed wishes of the teachers—that ultimately led to a decrease of coverage levels and benefits this school year and beyond. With the above proposal, the teachers aim to maintain current benefit levels regarding single insurance, while proposing modest increases to the dependent benefit, while also proposing new language that would allow teachers more input into decisions that directly affect their compensation. Even with the proposed increases to the monthly family stipends above, a teacher who takes family insurance would still be paying over \$11,500 per year in 2016-17 for the premium, plus a potential additional \$11,000 in out-of-pocket expenses.*

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**D. Graduate School Tuition**

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

The Board shall reimburse the cost of graduate school tuition not to exceed ~~one thousand eight hundred dollars (\$1,800)~~ **two thousand dollars (\$2,000)** annually **in 2015-16 and 2016-17; two thousand two hundred fifty dollars (\$2,250) annually in 2017-18 and 2018-19.** Furthermore, **the Board shall grant tuition reimbursement in an amount not to exceed the individual maximum per year described above, and an aggregate maximum for all teachers of \$125,000 annually for the life of the Agreement. If combined teacher tuition reimbursement requests exceed the annual aggregate maximum, reimbursements will be prorated by percentage proportionally (same percentage) across total dollars necessary to reach maximum allowance, provided the teacher complies with the requirements of this Section.** All courses outside the individual teacher's present employment field, with District #41, Lake Villa, require the prior approval of the Superintendent of this District. Each teacher shall receive written reasons from the Superintendent when any course is not pre-approved. To be eligible to receive reimbursement, the teacher must submit proof of payment for the course(s) and a grade report to the Superintendent within one hundred (120) days from the release of the institution's grade report. Such reimbursement shall be paid within thirty (30) days of the required submissions. All graduate hours receiving at least a "B" (or a "Pass" when the course is on a Pass/Fail system) shall be approved for movement on the salary schedule. The District shall award the number of credit hours corresponding to the number of hours of participation required of the teacher by the university, college or other accredited institution as District-recognized credit hours for movement on the salary schedule. Movement on the salary schedule for all graduate hours receiving less than a "B" shall be subject to the approval or disapproval of the Board.

***UNION RATIONALE: The union notes that professional development and continuing education not only facilitate high levels of student success, but also such continued training is mandated by the state of Illinois. Remaining cognizant of District 41's low teacher compensation structure compared to other area schools, the teachers propose to increase this benefit after three years of no increases to the stipend amount, and agrees to meet the district in its need to limit costs by agreeing to an annual aggregate district expenditure cap that protects the district's finances but that also is in line with actual historical reimbursement rates.***

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**H. Internal Substitute Pay**

Any teacher who agrees to substitute for another class during the teacher's preparation period, **or any other time period,** shall be paid at the rate of ~~thirty-two dollars and twenty-five cents (\$32.25)~~ per class period in 2012-2013, ~~thirty-two dollars and ninety cents (\$32.90)~~ per class period in 2013-2014 and ~~thirty-three dollars and fifty-six cents (\$33.56)~~ in 2014-2015 **a three percent (3%) increase each year, starting with the 2015-16 SY.** Any teacher taking the entire **any portion of a** class of an absent teacher in addition to his/her own class shall receive internal-substitute pay **pro**

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**rata pay at half the teacher's daily rate for each day of such coverage. Furthermore, any teacher who is pulled from his/her regularly scheduled assignment for the day, or any portion thereof, to cover another teacher's assignment for the day, or any portion thereof, shall receive pro rata pay at half the teacher's daily rate for each day of such coverage.**

For purposes of this Section, a class period shall be defined as between twenty-five (25) and forty (40) consecutive minutes. Any internal substitution pay for more than forty (40) consecutive minutes or less than twenty-five (25) consecutive minutes shall be prorated based on the nearest ten (10) minute increment within the one hundred percent (100%) standard of forty (40) minutes. For example, six (6) consecutive minute substitution shall be paid twenty five percent (25%) of the full rate, four (4) consecutive minute internal substitution shall receive no pay.

***UNION RATIONALE: The union believes that the above proposal is fair and keeps pace with cost of living adjustments. Furthermore, the latter part of the above proposal is intended to minimize the amount of disruption to the regular education program when teachers are pulled from their classrooms to substitute teach in other classrooms, or doubling up on students in their own classrooms, which the teachers believe happens at a rate that exceeds typical scenarios of emergency absences, and one that is ultimately detrimental to student success. Solid instructional delivery has the best chance of being effectuated when students are consistently taught by their regular classroom teacher during the whole school year.***

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**K. Salary**

The salary schedules shall be as set forth in Appendix I.

**[Step plus 2.0% in Year 1; step plus 2.0% in Y2; step plus 2.0% in Y3; and, step plus 2.0% in Y4.]**

***Union accepts Board's invitation to bargain below at the table***

The Master's Degree earned by Social Workers, Psychologists and Speech/Language Pathologists shall be considered an MA+30 for initial placement on the salary schedule. However, no Social Worker, Psychologist or Speech/Language Pathologist shall advance beyond the MA+30 column unless he/she has completed at least seventy-five (75) graduate or approved credit hours beyond the initial baccalaureate degree. No employee covered under this Agreement on August 11, 2004 shall have his/her salary reduced as a result of this provision.

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

***UNION RATIONALE: Given the fact that District 41 teachers are among the lowest paid when compared to surrounding districts (see pps. 1-2 of this document), Lake Villa teachers believe that the above salary increases are fair and may, over time, rebalance the current low salary structure, incenting current and experienced teachers to remain in the district while attracting new teachers with more competitive compensation packages. District 41 teachers have consistently outperformed their neighboring peers, producing incredible student results on state assessments (see pps. 1-2 of this document); as such, they should be compensated justly. The above salary schedule proposal amounts to a total of 5% increases for each year of the proposed 4-year agreement for teachers on the salary schedule.***

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**L. Supplemental Duty Salary**

The salary schedules for supplemental duties shall be as set forth in Appendix II.

Extra-curricular pay shall be considered a part of the teacher's salary. These amounts shall be included as part of the total from which the Board shall withhold the teacher's contribution to the Teachers' Retirement System.

Any person receiving pay for extra-curricular activities must be certificated by the Illinois State Board of Education and approved by the Administration. The District will post coaching and intramural positions each year and accept applications from any certificated individual who has an interest in applying for a position.

The Administration shall post notice of vacancies existing in all ~~extra-curricular~~ positions **outlined in Appendix II** for the following year **or** as they occur **and shall be offered and granted to bargaining unit members first and before being offered to non-bargaining unit members.** Should vacancies or new positions be created after the close of the school term, notice of such vacancies shall be posted in the District Administration Office, a copy forwarded to the Union President and sent via District e-mail to all teachers in the District. It is understood between the parties that the e-mail postings are sent by the District solely as a convenience for the teacher. The District shall not be responsible for transmission or individual or system-wide hardware/software failures and all vacancies shall be considered "posted" according to the date reflected on the "posting" which is physically placed on the bulletin board. A posting date shall be placed at the top of the notice and the signature of the person posting the notice along with the date on which the notice is posted placed at the bottom of the notice.

This provision does not apply to self-supporting student enrichment programs.

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**UNION RATIONALE:** *Given the fact that the after-school and extra duty positions are best performed by the district's teachers, who have the experience, expertise and knowledge of the district's students who participate in these activities, Lake Villa teachers believe that it serves the interests of the district's overall educational program by clarifying that teachers should receive first consideration for the filling of these bargaining unit positions, which the teachers believe is actually the current practice .*

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**M. Longevity**

For 2012-2013, any teacher in the BA+15, BA+30/MA, MA+15, MA+30, MA+45 or MA+60 lanes who has been paid at the maximum step of his/her respective salary lane for a period of one (1) year shall receive longevity compensation as follows:

If the prior year's salary\* was:

\$59,400 – \$74,999.99	_____	An amount equal to 2% over the prior year's salary
\$75,000 – \$89,999.99	_____	An amount equal to 1.75% over the prior year's salary
\$90,000+	_____	An amount equal to 1.5% over the prior year's salary

For 2013-2014 and 2014-2015 **the duration of the Agreement**, any teacher in the BA+30/MA, MA+15, MA+30, MA+45 or MA+60 lanes who has been paid at the maximum step of his/her respective salary lane for a period of one (1) year shall receive longevity compensation **of 5% in Year 1; 4% in Y2; 4% in Y3; and, 3% in Y4:**

If the prior year's salary\* was:

\$59,400 – \$74,999.99	_____	An amount equal to 2% over prior year's salary
\$75,000 – \$89,999.99	_____	An amount equal to 1.75% over prior year's salary
\$90,000+	_____	An amount equal to 1.5% over prior year's salary

~~\*Salary, for purposes of this section, shall be defined as salary on the salary schedule plus any applicable longevity.~~

Teachers who are eligible to receive longevity compensation may also be eligible to receive a "lateral movement" salary increase due to additional educational attainment as outlined in "Movement on the Salary Schedule – see Section VI.F. In such an event, the new salary shall be determined by adding the percentage increase established for longevity compensation to the percentage differential between the teacher's current salary lane and the lane to which he/she is eligible to advance (e.g., if the teacher is eligible to receive a 1.50% longevity increase and the differential between the teacher's

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

current lane and the lane to which he/she is eligible to advance is 4.00%, the total increase shall be 5.50%).

**UNION RATIONALE:** *Lake Villa teachers don't believe they should be treated differently because of their experience teaching District 41 students, and the current pay structure does just that. Those teachers who have taught in the district longer receive smaller percentage raises; in many other professions, the opposite holds true: the more experience you have, the more valued you become, because put simply, you become better at what you do. The same is true with professional educators, and therefore the teachers propose a change to this provision such that teachers with more service to the district—and thus more hands-on, in-the-classroom experience—will be treated more equitably.*

**UNION PROPOSAL  
ARTICLE VI**

**SALARIES AND FRINGES**

**N. Retirement Benefits**

**UNION RATIONALE:** *The Union is proposing to maintain this benefit, which the Union has already agreed to scale back in the fall of 2012. The Board is proposing a total elimination of this benefit, which the teachers do not support.*

**UNION PROPOSAL  
ARTICLE VIII**

**CONTRACT DURATION, SUCCEEDING NEGOTIATIONS, AND  
RELATED TECHNICAL CLAUSES**

**A. Duration of Contract**

This contract shall be in effect as of the first day of the school term in fall of ~~2012~~ 2015 **[RETROACTIVELY]**, and shall continue in full force and effect until one (1) day before the beginning of the school term in the fall of ~~2015~~ 2019 **[SUBJECT TO BARGAINING ON ALL OTHER MATTERS]**.

**UNION RATIONALE:** *The Union believes that a long term contract serves the interests of all Lake Villa District 41 stakeholders.*

Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO

January 13, 2016  
IELRB Public Posting

**UNION PROPOSAL**  
**ARTICLE VIII**

**CONTRACT DURATION, SUCCEEDING NEGOTIATIONS, AND**  
**RELATED TECHNICAL CLAUSES**

**H. Waiver of Additional Bargaining [NEW LANGUAGE]**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals, and that the understanding arrived at by the parties after the exercise of that right are set forth in this Agreement and constitute the complete understanding of the parties. Therefore, for the life of this Agreement, each party waives any right which might otherwise exist to negotiate over these matters or any other matters during the term of this Agreement, unless by mutual, written agreement between the parties.

*UNION RATIONALE: This proposal is directly related to the aforementioned change to teacher insurance benefits last school year. The above proposal would limit the District's (and the union's) ability to change the terms of the agreement during the life of the agreement, providing stability to the teachers and their families.*

**UNION-BOARD AGREEMENT ON MOVING THIS ISSUE INTO**  
**BARGAINING SUBCOMMITTEE**  
**APPENDIX II**

**2012 - 2015 EXTRA-CURRICULAR PAY SUMMARY**

*UNION RATIONALE: Teachers believe that the topics related to this issue could best be resolved in a bargaining subcommittee.*

**UNION PROPOSAL**  
**NON-CONTRACTUAL SIDE LETTER**  
**RE: CLASS SIZE**

During the 1999-2000 negotiations, the parties fully discussed issues related to class size. The parties hereby acknowledge and agree that reasonable and equitable class sizes are desirable in

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

order to enhance the delivery of sound educational services. The Board shall monitor class sizes for the purpose of continuing reasonable class size numbers and equalizing class size where possible.

**During 2014-2015 negotiations, the parties fully discussed issues related to class size. The parties hereby acknowledge and agree that reasonable and equitable class sizes shall be limited to:**

- For Primary grades, no more than 22 students per class**
- For Intermediate grades, no more than 25 students per class**
- For Middle School grades, no more than 28 students per class**
- For Specials, no more than 28 students per class**

The parties acknowledge that this side letter is non-contractual and shall not be subject to the grievance procedure. **This side letter is part of the master Agreement and is subject to all the terms therein including, but not limited to, the grievance procedure.**

For the Board: \_\_\_\_\_ Date: \_\_\_\_\_

For the Union: \_\_\_\_\_ Date: \_\_\_\_\_

***UNION RATIONALE: An abundance of research shows that reasonable, and thus manageable, class size limits lead to student success in the classroom. As new national and state mandates continue to be thrust onto the list of teacher responsibilities by outside and non-experienced "education reformers", in addition to the teachers' own continuing professional development state requirements, Lake Villa teachers believe that reasonable class size limits ultimately serve the learning needs of all students.***

**Lake Villa Federation of Teachers  
Lake County Federation of Teachers, Local 504  
IFT-AFT/AFL-CIO**

January 13, 2016  
IELRB Public Posting

**COST SUMMARY**

2015-2016 (Year 1)	<b>\$287,823</b>
2016-2017 (Year 2)	<b>\$575,215</b>
2017-2018 (Year 3)	<b>\$478,309</b>
2018-2019 (Year 4)	<b>\$393,412</b>

The teachers are also proposing to maintain the current health insurance cost-share percentages and plan options, the cost of which is included in the above cost summary amounts.

There are other nominal costs associated with some language and economic items that are part of standard district operation, which include yearly variance, and thus cannot be estimated.