

Tentative Agreement

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Professional Responsibilities

As resources continue to be limited and expectations rise we sought to provide transparency of information throughout a site and we sought to engage the School/Department Committee in a greater leadership role at the site. SD and SIP are to work in concert with one another as we endeavor upon the core mission of the school and the language is intended to secure that linkage.

2.54 School/Department Committees**2.54.2 Scope of Activity**

The committee and the administration shall discuss and jointly determine student discipline policies and the use of the building/special services department budget including but not limited to allocations for supplementary texts, materials, supplies, and equipment to be purchased within the confines of the school/department/special services department budget. Two working days before each committee meeting, administration shall provide the committee with a monthly financial report as provided to the Board of Education, and the regular monthly building/special services department budget update. A staffing report will be given at the February and May meetings of the committee as well as reviews of all appeals as stated in 8.1. When staffing changes are needed during the school year and when staffing plans are made for the upcoming year, the committee will make recommendations to the site administration regarding possible configurations.

The committee shall discuss with the administration items which will include but not be limited to: issues regarding the organization and procedures within that school or department and issues within that school or department relating to the implementation of this Agreement or district-wide Board policies. The committee and administration will endeavor to make decisions about how their plans and initiatives should be implemented, including the formation of committees for this purpose, through a consensus process. In the spring a tentative list of committees/events for the next year will be developed and communicated.

15.1 SCHOOL IMPROVEMENT COMMITTEE**15.11 Role of the School Improvement Committee**

The School Improvement Committee shall plan the equivalent of not less than three (3) nor more than five (5) School Improvement Planning/Institute days for teachers during the regular school term in accordance with the rules and regulations issued by the Illinois State Board of Education. The role of the School Improvement Committee shall be to develop and monitor the School Improvement Plan, and coordinate resources, ideas, and material to support individual building programs. The Committee shall establish such supplementary procedural guidelines as necessary for its operation and communication to staff including development in the spring of a tentative list of committees/events for the next year. Committee representatives will be responsible for reporting to their constituent staff. The Committee will survey the School faculty to determine use of the winter institute day as a parent conference day. In determining how SIP goals are to be implemented, including the formation of subcommittees for this process, the Committee will endeavor to make decisions through a consensus process.

Professional Time

Several Issues raised by both teams concerned the increase of professional responsibilities beyond the school day as well as the need for teachers to work together to improve student growth.

6.5 ~~FACULTY MEETINGS~~ Teacher Collaborative Time

~~Regular faculty meetings in each school shall be scheduled no more than monthly provided such meetings will be cancelled when unnecessary. A second meeting may be scheduled for department(s)/division meetings or grade level(s) meetings and such additional meeting will be subject to all of the provisions set for in this section as applicable to faculty meetings. A tentative agenda shall be prepared and distributed prior to each meeting.~~

Beginning with the 2012-2013 school term, the following teacher collaboration time shall be implemented:

Two hundred forty (240) minutes per month which can include SIP, Rtl, PBIS, Grade/Dept. meetings, and faculty meetings. Meetings are expected to be approximately a minimum of forty five (45) minutes in length. Three (3) meetings will be teacher-led and one (1) meeting led jointly by a site administrator and a teacher. Teacher-led is defined as setting agendas, content, and delivery to colleagues. Evidence of work may include agenda, minutes, or work completed.

The values and beliefs regarding teacher collaboration time as recommended by the District's Transformation Task Force shall be used to guide the implementation and operation of the foregoing teacher collaboration time.

6.5.1 ~~Quarterly Meetings~~

~~In addition to the first and second meetings identified above, District-wide special education departments shall may have quarterly meetings. Teachers may choose to include these meetings as part of the two hundred forty (240) minutes per month. If the meeting is required and scheduled after the school day, the teacher has the option of including the minutes in their Collaboration Time or either foregoing one 2nd meeting, or if required to attend, receive pay in accordance with section 10.47 of the Elgin Agreement for attendance. at the third meeting if scheduled after school.~~

~~Unless otherwise mutually agreed between the teacher and the respective building administrators, a teacher who is assigned to multiple sites shall report for the regular and second meeting to the site where the majority of the teacher's instructional time takes place. In the case where the teacher's instructional time is evenly divided between sites, then the teacher shall declare a home site by September 1st of the respective school year and shall inform the building administrators of the declaration. Where no designation is made, the building administrators shall determine the home site. The teacher may determine to apply their Teacher Collaboration time either at their assigned sites and/or within their district department.~~

When an emergency arises, a faculty meeting may be called by the principal to resolve the issues involved. The faculty shall be given notice as far in advance as possible. Faculty meetings shall not exceed one hour in length unless it's mutually agreed to by the faculty and principal to extend the time. Faculty meetings shall be defined as a meeting of the entire faculty.

Building Access

Throughout the discussion many shared interests were identified pertaining to teacher access to buildings. Foremost among them was the safety of all employees. We also shared the interest of allowing teachers access to their instructional space and teaching resources when possible without undue burden or financial consequence to the district. Additionally it is believed that when membership is informed in advance of the agreed upon times and procedures they can make the best decisions to ensure efficient use of a limited resource, time. We seek uniform application of a policy at a site to ensure fairness. And while we seek a consistency of policies from site to site we acknowledge and respect the uniqueness of each site's needs and availability. To facilitate this communication it was agreed that each site would develop their own guidelines and communicate them with their staff.

6.6 ACCESS TO BUILDINGS AFTER HOURS

When school is not in session, teachers shall be given access to the building by arranging such access with the principal in accordance with the plan developed by the site School/ Department Committee.

Teaching and Caseloads

Continuing on the theme of transparency, awareness, and accountability the following language was modified to create an appeal process when members believe their assignment is excessive. Furthermore it ties in with SD so a greater awareness of disparities, if they exist, are made known throughout the site. The striking of "Special Education" from the section title is not intended to exclude Special Education teachers, but rather to incorporate all teachers with caseloads, Special Education included.

8.1 EXCESSIVE TEACHING LOADS/~~SPECIAL EDUCATION~~ CASELOADS

Any teacher who feels that his/her teaching load/~~special education~~ caseload is excessive may file a written request for an evaluation of the situation with the ~~building principal~~ site administration/ immediate supervisor and School Department, with a copy to Human Resources. Such request shall result in the situation being resolved in accordance with the steps of the grievance procedure in Article V, except that Step IV of the grievance procedure shall not be used. The administrator will provide the teacher with a written finding within five (5) school days of the request. The teacher may appeal the site decision to the Superintendent or his/her designee and Human Resources. The Superintendent/Designee will whenever possible, meet with the site administrator/immediate supervisor, the teacher, and the School Department representative within five (5) school days of the appeal. If such a meeting is not possible, arrangements will be made so that all parties can contribute evidence of the excessive load. The final decision of the appeal will be provided to the teacher and the site administrator/immediate supervisor within three (3) school days of the meeting.

Class Sizes

While resources remain limited we must endeavor to provide instructional settings that promote student learning. Recognizing that there are various routes to this end we have agreed on several working condition changes for the life of this agreement. Due to the extent of the changes we are presenting separately the existing language and the tentatively agreed upon language.

Class Size
(current language)

During the course of negotiations for the 2010-2011 Agreement, the Association and the Board discussed parameters for staffing at elementary, middle and high schools. As a result of these discussions the Board agrees that any teacher who has a teaching load that is excessive as set forth below may file a written request with their immediate supervisor for resolution as follows:

- (a) K-6 classrooms will be offered a full-time para-educator for class sizes that are comprised of:
- 1) 35 or more students for general education
 - 2) 32 or more students for ELL or combination

The principal and the classroom teachers involved in the excessive class sizes may instead jointly determine to add a teacher at a ratio of 3 assistants to 1 teacher.

The teacher of the qualifying classroom has the right of 1st refusal of the para-educator. If the teacher declines the assignment of a para-educator the SIP team can choose to present a rationale to the Human Resource department for the alternative use of the para-educator. Human Resources will provide a written response to all such requests within 10 business days of the SIP team's request and the response shall be shared with the site and the ETA.

- (b) If the District, through its normal hiring procedures cannot obtain an educational assistant, an oversight committee shall be developed, being comprised of 3 persons appointed by the Association and 3 persons appointed by the District, to receive and evaluate issues of teacher assistant staffing and shall make recommendations to administration regarding possible solutions to eliminate excessive class sizes.

The determination of class size shall be made fifteen (15) school days after the beginning of each semester. When special education and/or bilingual students are mainstreamed into a regular education classroom for a majority of the day (over 50%), they shall be included in the class count of the classroom to which they are mainstreamed for the purpose of assigning a teacher assistant.

The provisions of this side letter shall be subject to the grievance and arbitration procedure set forth in the parties' 2010-2011 Agreement.

Class Size

(This letter will replace the existing side letter on Class Size)

During the course of negotiations for the 2011-20__ Agreement, the Association and the Board discussed parameters for staffing at elementary, middle and high schools. As a result of these discussions, the following agreements were reached with implementation beginning in the 2012/2013 school year:

- (a) There will be no K-1 classrooms with both morning and afternoon kindergarten sections. K-1 classrooms with either a morning or afternoon kindergarten will be avoided whenever reasonably possible. If such a class must be scheduled, the classroom teacher shall be offered a para-educator during the time when both kindergarten and first grade students are present.
- (b) Supervision by kindergarten teachers of a.m. class bus departures and p.m. class bus arrivals may reduce the planning time available to such teachers. Administration will avoid the assignment of such bus supervision whenever possible. Utilizing para-professional employees on a part or full-time basis may be an option for providing supervision during bus duty.
- (c) Traveling kindergarten teachers shall be provided two hours per week in preparation assistance by a paraprofessional or clerical. The principals and the classroom teacher involved will jointly determine the allocation of the two hours.
- (d) Any teacher who has a teaching load that is excessive as set forth below may file a written request with their immediate supervisor for resolution as follows:
 - 1) Kindergarten through second grade classrooms will be offered para-educator assistance for class sizes as follows:
 - i. 32 or more students for general education – full time para-educator will be offered
 - ii. 29 or more ELL or combination students – full time para-educator will be offered
 - iii. 30 or more students for general education, 3 hours per day of para-educator assistance will be offered.
 - iv. 27 or more ELL students or combination, 3 hours per day of para-educator assistance will be offered.
 - 2) Third through sixth grade classrooms will be offered a full-time para-educator for class sizes that are comprised of:
 - i. 35 or more students for general education
 - ii. 32 or more students for ELL or combination.

The principal and the classroom teachers involved in the excessive class sizes may instead jointly determine to add a teacher at a ratio of 3 full-time assistants to 1 teacher.

The teacher of the qualifying classroom has the right of 1st refusal of the para-educator. If the teacher declines the assignment of a para-educator, the SIP team or SD can choose to present a rationale to the Human Resource department for the alternative use of the para-educator. Human Resources will provide a written response to all such requests within 10 business days of the SIP/SD request and the response shall be shared with the site and the ETA.

Prior to the final determination of class size or while problems in hiring a regular para-educator are being resolved, a teacher whose class exceeds the above numbers may request of his/her immediate supervisor temporary assignment of a para-educator. An initial response will be provided by the supervisor within three school days.

- (e) If the average class size for a secondary physical education department exceeds staffing guidelines by more than 10%, the Department will be offered one or more para-pros to assist in performing departmental duties. Utilization of the para-pro(s) will be jointly determined by the Department administrator and physical education teachers at the qualifying site.

The determination of elementary class size shall be made fifteen (15) school days after the beginning of each semester. When special education students are mainstreamed into general education or ELL classrooms for a majority of the day (over 50%), they shall be included in the class count of the classroom to which they are mainstreamed for the purpose of assigning a teacher assistant.

District administration will report to the ETA the staffing allocation for each educational site as well as the number of student served at those sites two times per year:

- 1) On or before October 15 of the school year with current data
- 2) No later than 75 days prior to the end of the school year for the prospective school year

The report shall identify the allocation of all certified staff and those non-certified personnel serving in administrative roles who support the educational program as well any staffing guidelines used to determine those allocations.

The provisions of this side letter shall be subject to the grievance and arbitration procedure set forth in the parties' 2011-__ Agreement.

What determines as secondary prep?

The issue as presented and discussed at the bargaining table was presented as ‘What’s a prep?’ The discussion around the table focused on providing clarity for both teachers and administrators around the definition of a preparation. It is acknowledged that universal understanding of qualifications for consideration as a unique prep would benefit all and provide for consistent application throughout the District.

8.24 Preparations and Class Loads

High school, middle school and departmental elementary teachers shall have no more than three (3) different course preparations per day except with the consent of the teacher. A secondary course preparation shall be defined by its curriculum as adopted by the board of education and not the delivery of said curriculum. Secondary class loads shall be equalized by subject areas within a building.

Special Education Committee (SEC)

The language was in need of updating to reflect current nomenclature and current practice. These recommendations were brought forward by the SEC.

8.45 Special Education Committee (SEC)**8.45.12 Composition**

Eleven (11) members representing the various special education departments serving staggered two-year terms. Membership is limited to two consecutive terms. All members will be elected from their respective groups as follows:

Related Services (5)

(SP/lang., social workers, school nurses, psychologists, Elgin Mental Health hospital, STEP/SWEP, ~~OT/PT~~, music therapists, facilitator/diagnosticians, adapted PE, home/hospital)

Low Incidence (1)

(PH, EN, hearing, vision)

High Incidence (5)

~~(LDSC, LD/BD, EMH, BD, LDR, LDI, Collaborative Interventionist, Cross-Categorical)~~

(Cross Categorical -Instructional, Cross Categorical – Resource, ED, MLP)

One (1) member representing Early Childhood education serving a two-year term will be elected from his/her respective group.

Six (6) members representing ~~regular~~ general education serving staggered two-year terms will be elected from their respective groups as follows:

Elementary (3)

Middle School (1)

High School (1)

ESL/Bilingual (1)

Two (2) at-large members will be appointed by ETA.

Six (6) members representing the administration serving staggered two-year terms selected by their particular groups as follows:

Special Education Supervisors (2)

Building Administrators (3)

Curriculum Administrator (1)

Any teacher vacancy shall be filled by ETA.

When SEC realizes a teacher vacancy has occurred, the ETA President will be informed. ETA will make every effort to fill the vacancy within thirty (30) days or inform SEC in writing of the progress that has been made.

Long Term Substitute Teachers

This issue has been a matter of discussion and action by the ETA over the last couple of academic years. The conversation at the table focused on instructional integrity and the impact upon the learning environment. Upon ratification of this contract and adoption by the Board of Education the ETA will withdraw its unfair labor charge against U46.

It is tentatively agreed that following modifications be made to 10.31 Assignments/Salary:

10.31 Assignments/Salary

Substitute teachers with full certificates in a subject area and/or grade level shall be given priority for assignment when a substitute is required for that subject area and/or grade level. ~~Substitute teachers shall be placed at the appropriate step of the regular teachers' salary schedule after not later than twenty (20) days of continuous employment in the same assignment. Such substitutes shall receive one (1) sick day per month sick leave, and shall not be eligible for insurance benefits provided in this Agreement until ninety (90) days of continuous employment or one semester, whichever is less.~~

And the following language be added:

10.33 Long Term Substitute (LTS)

After no later than fifteen (15) days of continuous employment in the same assignment such substitutes shall be considered Long Term Substitutes (LTS).

LTS Rate of Pay - 2011-12 school year:

The LTS shall be placed at BA step 1 of the regular teachers' salary schedule and paid at eighty percent (80%) of the rate of pay retroactive to the first day of the assignment.

LTS Rate of Pay - 2012-13 school year:

The LTS shall be placed at BA step 1 of the regular teachers' salary schedule and paid at ninety percent (90%) of the rate of pay retroactive to the first day of the assignment.

LTS Rate of Pay – 2013 and beyond:

The LTS shall be paid at BA step 1 of the regular teachers' salary schedule retroactive to the first day of the assignment.

By no later than the fifth (5th) day of assignment the supervisor shall meet with the LTS to identify expectations and necessary related training and/or professional development to support the LTS in the assignment. One (1) day overlap of assignment of the LTS and the contractual teacher shall be available at the discretion of the contractual teacher to facilitate transition. The LTS shall have Association representation rights consistent with those of all ETA members in disciplinary matters. The LTS shall receive one (1) sick day per month sick leave and shall not be eligible for any other paid leave. Need for additional unpaid leave shall not automatically constitute a break in continuous employment but may do so at the discretion of the Director of Human Resources or his/her designee. The continuity of the employment shall not be broken for purposes of avoiding the earning of Long Term Substitute status and its related benefits as identified herein.

Hourly Rate

This issue has been a matter of discussion and action by the ETA over the last couple of academic years. The conversation at the table focused on instructional integrity and the impact upon the learning environment. Upon ratification of this contract and adoption by the Board of Education the ETA will withdraw its unfair labor charge against U46.

It is tentatively agreed that following modifications be made to 10.47 Hourly Rate:

10.47 Rate of Pay

The rate of pay for extended school programs shall be \$27.73 per hour for ~~2010-11~~, 2011-12, 2012-13, and shall increase by the percentage increase on the base salary for ~~2010-11~~ 2013-14.

SB7 Impact Upon Reassignment and Transfer

The law, informally known as SB7, requires that seniority no longer be the primary factor in decisions pertaining to the change of assignment of a teacher. The state statute references 'qualifications' over seniority. The language is modified to address this statutory change and to reflect the spirit of the changes enacted under PERA (Performance Evaluation Reform Act) in 2010.

ARTICLE XII

12.5 REASSIGNMENT

A reassignment shall be defined as a change in grade level and/or subject area assignments.

(a) When a reassignment is necessary due to a reduction in the number of teachers at a grade level and/or subject area, all volunteers shall be considered first.

(b) In the absence of volunteers who are selected under (a) above:

(1) Teachers will be reassigned in the order as identified in 13.12 Seniority by Area, on the basis of district seniority (from lowest to highest), except where a ~~more senior~~ higher ranking teacher among the statutory groupings possesses demonstrable qualifications which may allow for his/her reassignment.

(2) If reassignment is based on qualifications (written) the teacher shall have the option to grieve.

(3) In all cases where a teacher utilizes the grievance procedure and is awarded the relief sought, ~~seniority~~ the statutory criteria in Section 24-1.5 of the School Code shall prevail in reassignment.

(c) If a teacher has an assignment in more than one grade level/department, the teacher is considered to be in both grade levels/departments. For example, an elementary teacher who teaches a 2/3 split is considered to be in both grades 2 and 3 presuming they are qualified to hold each position. If the 2/3 split is eliminated, the affected teacher is considered to be in both grade levels and can exercise his/her choice to remain at either grade level if he/she has more seniority than the other equally qualified teachers at the second and third grades.

12.6 TRANSFERS

A transfer shall be defined as a change from one building to another.

12.65 Transfers

Involuntary transfers will be made only to prevent undue disruptions of the instructional program. It is therefore agreed as follows:

12.65.1 Voluntary

(a) The district shall prepare and post a list of all available positions known to the district. Teachers may apply, on a voluntary basis, for reassignment to positions on the above posting within their building/department.

(b) Volunteers from all buildings shall be considered first. Volunteers shall apply for positions from a list of all available positions known to the district after (a) above. At the completion of the voluntary step, teachers may apply for voluntary reassignment within the building/department.

(c) Following (b) above, volunteers may apply for voluntary reassignment to any building/department at their currently assigned instructional site.

12.65.2 Involuntary

(a) After all volunteers have been considered, the ~~least senior~~ lowest ranked teacher(s) as identified in 13.12 Seniority by Area in the building(s)/department(s) still requiring reductions shall be involuntarily transferred. This may create reassignment within the building/department.

(b) When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, all persons who are to be involuntarily transferred shall be offered the available positions in order of ~~district seniority~~ most senior to least senior statutory ranking, from highest to lowest. In cases where the teacher is qualified to hold more than one available position the teacher will indicate their order of preference and the district will assign the teacher. The district will endeavor to honor the indicated preference and provide a rationale for placement. All persons being involuntarily transferred shall be placed prior to newly hired teachers and no later than June 1.

SB7 Impact Upon Reduction in Force (RIF) and Recall

The law, informally known as SB7, requires that seniority no longer be the primary factor in decisions pertaining to the identification of teachers in the event of a reduction in force. In general the state statute has a bias towards performance over seniority. Under SB7 recall rights were expanded to include all teachers regardless of tenure status and simultaneously limited recall rights to those in statutory groups 3 and 4. The language is modified to address this statutory change and to reflect the spirit of the changes enacted under PERA (Performance Evaluation Reform Act) in 2010.

ARTICLE XIII**Reduction in Force****13.1 REDUCTION IN FORCE**

In the event the Board acts to decrease the number of teachers employed by it or to discontinue some particular type of teaching service, teachers shall be removed from employment in line with the following procedure:

13.11 Tenure Law Notice

The provisions of Section 24.12 of the School Code shall be followed with respect to notice and the requirement that the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service before removing or dismissing a teacher who has entered upon contractual continued service (i.e., tenure) and who is legally qualified to hold a position currently held by a teacher who has not entered upon contractual continued service. application of the statutory groupings including legally permissible modifications made by the statutory Joint Committee provided for in Section 24-12 (b).

13.12 Seniority by Area and Position

~~Teachers to be removed, if any, Seniority shall be applied in accordance with the sequence of honorable dismissal list and statutory groupings prepared in compliance with Section 24-12 (b). Teachers in lower statutory groupings shall be removed before those in higher statutory groupings. Within each grouping, teachers will be identified from lowest to highest placement on the sequence of honorable dismissal list in accordance with the statutory criteria. To the extent seniority plays a role in determining the order of removal of teachers within their statutory grouping, teachers shall be removed from employment in reverse order of the respective lengths of continuous service among said the teachers then assigned within the area(s) being reduced or discontinued.~~

The district shall maintain a seniority listing by areas as defined in 13.12.1. ~~¶ To the extent seniority plays a role in determining the order of removal of teachers, in~~ the event a teacher who is reduced in one area has a higher statutory ranking ~~more seniority~~ than a teacher in another area who is retained, and the reduced teacher is qualified as agreed in 13.14 to teach in the area where the lesser ranked senior ~~senior~~ employee is retained, the reduced employee may bump the retained employee.

13.12.1 Areas

For purposes of this procedure, the following shall be deemed "areas" district wide:

Early Childhood

Kindergarten - 6

Middle School Departments

Senior High School Departments

Elementary School Physical Education

Elementary School Art

Elementary School Music

ELL

Special Education Departments (including Nurses, Social Work, and Psychologists)

13.13 Reinstatement Procedure

The teachers (tenure and probationary) within Group 4 and Group 3 shall be reinstated if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term. Teachers shall be recalled in the reverse order of their termination by areas as established in 13.12.1 if they have taught at least one year in the district or if they were employed prior to October 1 and taught the remaining portion of the school year. The school district shall not recall ~~probationary~~ teachers to positions other than those for which they are legally qualified under the School Code and Rules and Regulations promulgated by the Illinois State Board of Education, in effect at that time, to hold such a position. The teachers shall maintain a current address and phone number at the Human Resources Office of the district.

13.14 Recall Benefits

~~All~~ Unless modified under the Agreement in force at the time the teacher returns from layoff, all benefits to which ~~at~~ the teacher was entitled at the time of his/her layoff, including seniority, salary schedule placement, unused accumulated sick leave and experience toward leave eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

School Calendar – Veteran’s Day

In **25.1 Starting Dates; School Calendar** a District document, *Rationale for Calendar Development*, is referenced as the mutually agreed upon guiding principles for the development of the school district calendar. That document (see following page) specifically identifies Veteran’s Day on November 11. This is the last remaining School Holiday assigned to a specific date that does not occur within another already identified school break.

To provide flexibility to the calendar creation process the observation of Veteran’s Day will no longer be required to be coupled to the specific date of November 11. The MOU also specifies that this does not increase the number of teacher attendance days.

MOU Veteran’s Day Observance

During the course of bargaining of the 2011-20xx Elgin Agreement, many shared interests were identified in regards to the impact of the observation of the day for veterans, families of veterans, and students alike, as well as the desire for continuity of the instructional program as it pertains to the school district calendar. Since Veteran’s Day is attached to a specific calendar day it floats throughout the school week and this characteristic impacts the instructional program particularly when the date falls on a Tuesday, Wednesday, or Thursday.

Balancing the above stated interests it was agreed to remove Veteran’s Day from the listing of School Holidays as identified in the District document *Rationale for Calendar Development*, referenced in **25.1 Starting Dates; School Calendar**, and instead create item 1 F - Veteran’s Day in the same document. This change shall not increase nor decrease the number of teacher attendance days as identified in **25.2 Notification**.

SCHOOL DISTRICT U-46
Elgin, Illinois
~~June 19, 2003~~ June 27, 2011

Rationale for Calendar Development

1. Guidelines. The development of a school calendar begins with the guidelines listed below.
 - A. Opening of School Year. Schools shall open the Monday before Labor Day. In years when Labor Day falls on September 5, 6, or 7, an option may be exercised to begin the school term on the Wednesday prior to the Monday before Labor Day. "Opening" may be interpreted as either the first day of classes for students or the first day for teachers.
 - B. Winter Vacation. Winter vacation shall include ten (10) days, exclusive of weekends, preferably taken as two full weeks.
 - C. Spring Vacation. There will be no less than one calendar week between the last day of spring vacation and the beginning of State testing. Spring vacation shall be defined as the five (5) consecutive school days in a calendar week. Consideration will be given to the CLC Schools in establishing spring vacation.
 - D. Presidents' Day. The District will have the option to observe Presidents' Day in lieu of Lincoln's Birthday.
 - E. Spring Holiday. Spring holiday will be observed on the Friday before Easter; the Monday after Easter will be considered a "non-attendance" day.
 - F. Veteran's Day. The District will have the option to observe Veteran's Day, November 11, as a holiday. In years when the District chooses to use Veteran's Day as a student attendance day the District will comply with the Illinois School Code as it relates to student attendance on this day. [Public Act 96-640 and Public Act 96-0084 (105 ILCS 5/10-20.46)].
2. School Holidays. Holidays for U-46 are: Labor Day; Columbus Day; ~~Veterans' Day, November 11;~~ Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King's Birthday; Presidents' Day or Lincoln's birthday, February 12 as determined by the District; Special Spring holiday on the Friday known as Good Friday; Memorial Day; and Independence Day, July 4.
3. Special Holidays. The Board of Education may grant special holidays whenever, in its judgment, such action is advisable.
4. Institute and In-Service Days. Institute Days provide opportunities for teachers to meet on specific topics. In-Service Days are for individual parent/teacher conferences. A calendar can contain up to 4 Institute Days and 2 In-service Days.
5. Total Days. The calendar must add to 185 days, including 5 snow/emergency closing days. If no snow/emergency days are used, the school year ends 5 days earlier than listed.

Insurance Cost Sharing

Medical insurance continues to be a valued benefit but one with ever increasing costs. There continues to be a commitment to help contain cost increases via the work of the District Health Care Committee but when the experience of those covered in conjunction with the quality of the plan coverage drives premium increases at high rates we endeavored to appropriately share the costs attributable to those factors.

26.1 HOSPITALIZATION-MAJOR MEDICAL INSURANCE

All members of the bargaining unit may choose to be included in the health insurance program underwritten by the Board. Effective January 1, 2005, each employee who qualifies will be able to choose from the available plans offered by the Board. The Board and Association understand that plan design and the monitoring of the comprehensive insurance plan will be the responsibility of the District Insurance Committee of which the Association is a charter member. As outlined in the Healthcare Committee Charter, there shall be a standing committee to be known as the District Health Care Committee, comprised of 5 administrative members, 5 ETA members, 5 Region 63 support staff members, and 1 SEIU member, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Insurance Committee will see that appeal procedures are in place with providers for matters of plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained within this Agreement.

The contribution for employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage will be 10% of the current rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Insurance Committee. If the estimated aggregate per employee per year cost of the medical program (determined by the independent actuary) increases by more than 5% in a single calendar year, each employee's contribution of 10% of the medical plan and coverage elected will increase by \$130 per calendar year regardless of the type of medical option or coverage elected. If the estimated aggregate per employee per calendar year cost of the medical program increases by more than 8% in a single calendar year, each employee's contribution will increase by the amount set above for the 5% change plus an additional \$65 regardless of the type of medical option or coverage elected. Teachers' contributions shall be made on a pro-rated basis through payroll deduction, and, in accord with applicable federal laws and regulations, will be on a pre-tax basis to the extent allowed by state and federal law and regulations.

Communication During Medical Leaves

Medical leaves have an inherent uncertainty relating to their duration. For planning purposes, the district and the instructional sites have an interest in consistent communication with the member while on leave. The language addition is to establish that expectation.

ARTICLE XXVI

Insurance and Annuities

26.8 Communication During and Return from Extended Medical or Disability Leave

A teacher who is absent from work for more than 20 consecutive work days for medical reasons is required to provide written notice to Human Resources of his or her medical status. The content and timing of ongoing written communications shall comply with reasonable written guidelines provided by Human Resources, which shall include consequences for failure to comply. Those guidelines shall be in compliance with HIPPA regulations and agreed to by the ETA.

If a teacher is on disability for more than three (3) years, the teacher shall be returned to a comparable position upon his/her return to full-time employment. Comparable position shall mean a position at the same level (elementary, middle school or high school) and the same grade for elementary or subject area assignment for secondary.

Flexible Spending Accounts

The Healthcare Reform Act triggers limitations to the extent that individuals can shelter money for medical expenses. This language change is to be compliant with the federal laws and to clarify the establishment of said accounts.

26.9 FLEXIBLE SPENDING ACCOUNTS

~~The district shall provide to each teacher a flexible spending account for medical expenses that would be deductible from personal income taxes under Internal Revenue Service guidelines. The FSA shall include two accounts namely, health care account with a maximum contribution of \$3,000 per plan year and dependent care account with a maximum contribution of \$5,000 per plan year.~~

In accordance with federal law and regulations, the District shall make available to each employee a dependent care flexible account and a health care flexible spending account. These accounts shall be funded solely through salary-reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be \$3,000 for calendar years ending before December 31, 2012, and \$2,500 for calendar years beginning after December 31, 2012. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

27.1 SALARY SCHEDULE

The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix E for the ~~2007-2008~~ 2011-2012 and ~~2008-2009~~ 2012-2013 school terms, which is attached to and incorporated in this Agreement.

~~2009-2010~~ 2013-2014 school term -- ~~1.0%~~ + One half (1/2) of CPI added to the base. The CPI factor is defined as all urban consumers as defined under Section 1-5 of the Property Tax Extension Limitation Law, as of December prior to the date of wage increases. The CPI factor amount shall not be greater than ~~2.8~~ 5.0 or less than ~~1.5~~ 1.0. The percent added to the base shall not be less than 0.5 nor greater than 2.5.

Appendix E

2011-12																						
Salary w/o TRS: Board pays 9.4%											Salary w/ TRS: Board pays 9.4%											
Step	1	2	3	4	5	6	7	8	9	10	Step	1	2	3	4	5	6	7	8	9	10	
	BA	BA +8	+16	+24	MA	MA +8	+16	+24	+32	+40		BA	BA +8	+16	+24	MA	MA +8	+16	+24	+32	+40	
0											0											
1	35,650	37,255	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	1	39,349	41,120	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056
2	37,255	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	2	41,120	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827
3	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	3	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597
4	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	4	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366
5	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	5	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138
6	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	6	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910
7	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	7	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680
8	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	8	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450
9	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	9	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221
10	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	10	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992
11	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	11	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992	74,763
12	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	67,735	12	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992	74,763	76,532
13	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	67,735	69,338	13	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992	74,763	76,532	78,304
14	54,901	58,109	59,714	61,318	62,922	64,526	66,131	67,735	69,338	70,943	14	60,597	64,138	65,910	67,680	69,450	71,221	72,992	74,763	76,532	78,304	80,074
15	54,901	58,109	59,714	62,922	64,526	66,131	67,735	69,338	70,943	72,547	15	60,597	64,138	65,910	69,450	71,221	72,992	74,763	76,532	78,304	80,074	81,845
16	54,901	58,109	59,714	62,922	66,131	67,735	69,338	70,943	72,547	74,152	16	60,597	64,138	65,910	69,450	72,992	74,763	76,532	78,304	80,074	81,845	83,617
17	54,901	58,109	59,714	62,922	66,131	69,338	70,943	72,547	74,152	75,757	17	60,597	64,138	65,910	69,450	72,992	76,532	78,304	80,074	81,845	83,617	85,388
18	55,449	58,690	60,311	63,552	66,792	70,033	71,652	73,272	74,894	76,514	18	61,202	64,779	66,568	70,146	73,722	77,299	79,086	80,874	82,664	84,453	86,242
19	56,004	59,278	60,915	64,189	67,458	70,732	72,370	74,005	75,643	77,279	19	61,815	65,428	67,235	70,849	74,457	78,071	79,879	81,683	83,491	85,297	87,104
20	56,565	59,870	61,523	64,828	68,134	71,440	73,093	74,746	76,399	78,053	20	62,434	66,082	67,906	71,554	75,203	78,852	80,677	82,501	84,326	86,151	87,975
21	57,129	60,470	62,138	65,478	68,816	72,155	73,824	75,493	77,163	78,832	21	63,056	66,744	68,585	72,272	75,956	79,641	81,483	83,326	85,169	87,011	88,853
22	57,701	61,073	62,760	66,133	69,502	72,876	74,562	76,249	77,935	79,622	22	63,688	67,410	69,272	72,994	76,713	80,437	82,298	84,160	86,021	87,883	89,744
23	58,277	61,683	63,387	66,793	70,198	73,605	75,308	77,011	78,713	80,416	23	64,323	68,083	69,964	73,723	77,481	81,242	83,121	85,001	86,880	88,759	90,638
24	58,861	62,302	64,022	67,460	70,901	74,341	76,061	77,780	79,501	81,222	24	64,968	68,766	70,664	74,459	78,257	82,054	83,953	85,850	87,749	89,649	91,548
25	59,450	62,924	64,661	68,136	71,611	75,084	76,822	78,559	80,295	82,034	25	65,618	69,453	71,370	75,205	79,041	82,874	84,793	86,710	88,626	90,545	92,464
26	60,045	63,553	65,308	68,817	72,326	75,836	77,589	79,344	81,099	82,854	26	66,275	70,147	72,084	75,957	79,830	83,704	85,639	87,576	89,513	91,450	93,387
27	60,645	64,191	65,961	69,504	73,050	76,593	78,365	80,137	81,909	83,681	27	66,937	70,851	72,805	76,715	80,629	84,540	86,496	88,451	90,407	92,363	94,319
28	61,253	64,830	66,620	70,199	73,781	77,360	79,149	80,939	82,730	84,518	28	67,608	71,556	73,532	77,482	81,436	85,386	87,361	89,337	91,313	93,287	95,261
29	61,865	65,480	67,286	70,902	74,518	78,134	79,941	81,749	83,556	85,364	29	68,284	72,274	74,267	78,258	82,249	86,241	88,235	90,231	92,225	94,219	96,213
30	62,482	66,134	67,959	71,612	75,263	78,914	80,740	82,566	84,392	86,217	30	68,965	72,996	75,010	79,042	83,072	87,102	89,117	91,132	93,148	95,162	97,176
31	63,106	66,795	68,638	72,327	76,016	79,704	81,548	83,390	85,236	87,079	31	69,653	73,725	75,759	79,831	83,903	87,974	90,009	92,042	94,079	96,114	98,148

Appendix E (continued)

2012-13																										
Salary w/o TRS: Board pays 9.4%											Salary w/ TRS: Board pays 9.4%										1.103753	"Gross Up" factor				
Step	1	2	3	4	5	6	7	8	9	10	Step	1	2	3	4	5	6	7	8	9	10					
	BA	BA +8	+16	+24	MA	MA +8	+16	+24	+32	+40		BA	BA +8	+16	+24	MA	MA +8	+16	+24	+32	+40					
0											0															
1	35,650	37,255	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	1	39,349	41,120	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285					
2	37,255	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	2	41,120	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056					
3	38,859	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	3	42,891	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827					
4	40,462	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	4	44,660	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597					
5	42,066	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	5	46,430	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366					
6	43,672	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	6	48,203	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138					
7	45,275	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	7	49,972	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910					
8	46,879	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	8	51,743	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680					
9	48,484	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	9	53,514	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450					
10	50,088	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	10	55,285	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221					
11	51,693	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	11	57,056	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992					
12	53,297	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	67,735	12	58,827	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992	74,763					
13	54,901	56,504	58,109	59,714	61,318	62,922	64,526	66,131	67,735	69,338	13	60,597	62,366	64,138	65,910	67,680	69,450	71,221	72,992	74,763	76,532					
14	54,901	58,109	59,714	61,318	62,922	64,526	66,131	67,735	69,338	70,943	14	60,597	64,138	65,910	67,680	69,450	71,221	72,992	74,763	76,532	78,304					
15	54,901	58,109	59,714	62,922	64,526	66,131	67,735	69,338	70,943	72,547	15	60,597	64,138	65,910	69,450	71,221	72,992	74,763	76,532	78,304	80,074					
16	54,901	58,109	59,714	62,922	66,131	67,735	69,338	70,943	72,547	74,152	16	60,597	64,138	65,910	69,450	72,992	74,763	76,532	78,304	80,074	81,845					
17	54,901	58,109	59,714	62,922	66,131	69,338	70,943	72,547	74,152	75,757	17	60,597	64,138	65,910	69,450	72,992	76,532	78,304	80,074	81,845	83,617					
18	55,449	58,690	60,311	63,552	66,792	70,033	71,652	73,272	74,894	76,514	18	61,202	64,779	66,568	70,146	73,722	77,299	79,086	80,874	82,664	84,453					
19	56,004	59,278	60,915	64,189	67,458	70,732	72,370	74,005	75,643	77,279	19	61,815	65,428	67,235	70,849	74,457	78,071	79,879	81,683	83,491	85,297					
20	56,565	59,870	61,523	64,828	68,134	71,440	73,093	74,746	76,399	78,053	20	62,434	66,082	67,906	71,554	75,203	78,852	80,677	82,501	84,326	86,151					
21	57,129	60,470	62,138	65,478	68,816	72,155	73,824	75,493	77,163	78,832	21	63,056	66,744	68,585	72,272	75,956	79,641	81,483	83,326	85,169	87,011					
22	57,701	61,073	62,760	66,133	69,502	72,876	74,562	76,249	77,935	79,622	22	63,688	67,410	69,272	72,994	76,713	80,437	82,298	84,160	86,021	87,883					
23	58,277	61,683	63,387	66,793	70,198	73,605	75,308	77,011	78,713	80,416	23	64,323	68,083	69,964	73,723	77,481	81,242	83,121	85,001	86,880	88,759					
24	58,861	62,302	64,022	67,460	70,901	74,341	76,061	77,780	79,501	81,222	24	64,968	68,766	70,664	74,459	78,257	82,054	83,953	85,850	87,749	89,649					
25	59,450	62,924	64,661	68,136	71,611	75,084	76,822	78,559	80,295	82,034	25	65,618	69,453	71,370	75,205	79,041	82,874	84,793	86,710	88,626	90,545					
26	60,045	63,553	65,308	68,817	72,326	75,836	77,589	79,344	81,099	82,854	26	66,275	70,147	72,084	75,957	79,830	83,704	85,639	87,576	89,513	91,450					
27	60,645	64,191	65,961	69,504	73,050	76,593	78,365	80,137	81,909	83,681	27	66,937	70,851	72,805	76,715	80,629	84,540	86,496	88,451	90,407	92,363					
28	61,253	64,830	66,620	70,199	73,781	77,360	79,149	80,939	82,730	84,518	28	67,608	71,556	73,532	77,482	81,436	85,386	87,361	89,337	91,313	93,287					
29	61,865	65,480	67,286	70,902	74,518	78,134	79,941	81,749	83,556	85,364	29	68,284	72,274	74,267	78,258	82,249	86,241	88,235	90,231	92,225	94,221					
30	62,482	66,134	67,959	71,612	75,263	78,914	80,740	82,566	84,392	86,217	30	68,965	72,996	75,010	79,042	83,072	87,102	89,117	91,132	93,148	95,162					
31	63,106	66,795	68,638	72,327	76,016	79,704	81,548	83,390	85,236	87,079	31	69,653	73,725	75,759	79,831	83,903	87,974	90,009	92,042	94,079	96,114					

Salary Payment Schedule

Currently members are paid twice per month based upon calendar dates. To establish more uniform payroll methods and create consistency around reporting practice we have agreed to migrate to a 26-Pay plan from the current 24-Pay plan. In addition there is an MOA that requires essential steps, testing, and assurance prior to the implementation of the new payment schedule.

27.8 Salary Payment Schedule

Until the second paragraph of this section takes effect, Teachers shall receive their annual salaries bi-monthly for a twelve month period. Bimonthly salaries shall be paid on the fifteenth (15th) of each month (or the preceding working day if the fifteenth is a weekend or a holiday) and on the last working day of each month.

Effective no sooner than July 1, 2012, teachers shall receive their annual salaries via 26 payments over a twelve month period. Payments shall be made every other Friday or, if a payday is a holiday when schools are closed, on the preceding workday which is not a holiday.

When the change to a 26-pay schedule takes effect, Teachers who were employed by the district prior to January 1, 1994, and who opted may opt to receive their annual salaries bimonthly for a ten (10) month period by so advising the Business Payroll Office, in writing, no later than July 1, 1994 will also receive their payments every other Friday. Such an eligible teacher may switch back to a 12-month period for any subsequent school year by giving written notice to the Business Payroll Office by July 1 of that school year; however, the teacher may not make any further changes thereafter during his/her employment with the district.

Memorandum of Agreement**26-Pay Adoption**

1. Substantial compliance by the District with the terms of this Memorandum of Agreement is a condition of the ETA's agreement to change the salary payment schedule in Section 27.8 of the parties' Collective Bargaining Agreement from a 24-pay cycle to a 26-pay cycle.
2. The 26-pay cycle will not be implemented until adequate tests have been run to ensure that its implementation will be reasonably smooth and with a minimum of problems. In order to assist in complying with this provision, the District will inform the ETA of tests that have been run and of the outcomes.
3. At least 90 days before the first payment is issued to teachers under the 26-pay plan, the District will provide a written notice to all teachers explaining the schedule for implementation of the change, answers to frequently asked questions, an explanation for how teachers can determine what deductions were made from their payments and the identity of an individual or individuals who will be available to answer questions. At least 10 days before this notice is sent to teachers, a draft copy will be provided to the ETA for review and suggested changes.
4. At least 30 days before the change is implemented, the District will make available to teachers a webinar that explains how the new pay plan will work. At least 10 days before the webinar is made available to teachers, it will be made available to the ETA for review and suggested changes.

Retirement Incentive Plan

In an attempt to continue to recognize the service to the district the retirement incentive plan was modified to help ensure the benefits associated with the plan were sufficient, reasonable, predictable, and sustainable. Upon ratification by membership and adoption by the Board of Education the ETA will withdraw its grievance and related request for arbitration.

27.10 U-46 RETIREMENT INCENTIVE PLAN

27.10.2 Eligibility, ~~and~~ Application, ~~and~~ Benefit

To be eligible for the benefits of the Plan, a teacher must give timely and irrevocable notice of intent to retire effective at the end of the applicable school term:

Non-Early Retirement Option (non-ERO):Eligibility

- (a) have completed at least the equivalent of twenty (20) years of full-time active service to the District.
- (b) Have been a member of the bargaining unit for at least one full academic year prior to giving notice.
- (bc) be at least sixty (60) ~~fifty five (55)~~ years of age, ~~or and~~ have at least thirty five (35) ~~twenty (20)~~ years of creditable service at time of retirement with Teachers' Retirement System of the State of Illinois (TRS).
- (ed) have filed for participation in the retirement program of the Teachers' Retirement System of the State of Illinois (TRS).

Application

A retiring teacher must provide the Director of Human Resources by March 1 of the year in which the retirement recognition is to be first paid with an irrevocable, written notice of intent to retire, ~~by March 1 of the year in which the Retirement Recognition Bonus is to be first paid, but in any event not later than~~ The last year to give notice and qualify for the benefits defined below is March 1 in the of the last year in which ~~of this Agreement terminates.~~ The last year for retirement under this section and receipt of a pre-retirement creditable earnings increase shall be three years after the expiration of this Agreement.

Benefit

If notice is given by:

- (a) March 1, 2013 – The teacher will receive an increase in the amount of 6% of prior year's TRS creditable earnings less salary earned as a result of an overload

assignment (8.21 and 8.22) increased for a maximum of four (4) years. This amount is in lieu of all step and lane movement as well as any additional payments or stipends. No teacher who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to TRS. The teacher is urged encouraged to work any extra duty activity worked in their base year for the duration of their time in the retirement incentive program unless extraordinary circumstances prevent them from continuing the extra duty or the District reassigns the work.

- (b) March 1, 2014 - The teacher will receive an increase in the amount of 6% of prior year's TRS creditable earnings less salary earned as a result of an overload assignment (8.21 and 8.22) increased for a maximum of three (3) years. This amount is in lieu of all step and lane movement as well as any additional payments or stipends. No teacher who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to TRS. The teacher is urged encouraged to work any extra duty activity worked in their base year for the duration of their time in the retirement incentive program unless extraordinary circumstances prevent them from continuing the extra duty or the District reassigns the work.

Early Retirement Option (ERO)

Eligibility:

- a) have completed at least the equivalent of twenty (20) years of full-time active service to the District.
- b) have been a member of the bargaining unit for at least one full academic year prior to giving notice
- c) be at least fifty-five (55) years of age and have at least twenty (20) years of creditable service at time of retirement with Teachers' Retirement System of the State of Illinois (TRS).
- d) have filed for participation in the Early Retirement Option program of the Teachers Retirement System of the State of Illinois (TRS).

Application

A retiring teacher must provide the Director of Human Resources, by March 1 of the applicable year, an irrevocable, written notice of intent to retire. The last year to give notice and qualify for the benefits defined below is March 1 in the year in which this Agreement terminates.

Benefit

If notice is given after March 1, 2011:

- (a) Upon notification of intent to retire, the teacher will qualify for a single lump sum post-retirement contribution to their 403(b) of 11.5% of their final year’s TRS creditable earnings.
- (b) Teachers in this category do not have a minimum guaranteed increase in year over year creditable earnings and agree that any earned increase in creditable earnings shall be limited to 6%.

27.10.3 Restrictions and Revocability ~~Retirement Recognition Bonus~~

~~The eligible teacher’s Retirement Recognition Bonus (Bonus) shall be calculated using the percentage indicated in the following Bonus Determination Percentage Matrix:~~

- ~~(a) For one (1) year of notice, the percentage shall be multiplied by the TRS creditable earnings (CE) for the final year of teaching.~~
- ~~(b) For two (2) or more years of notice, the percentage shall be multiplied by the TRS Creditable Earnings for each of the final two years of teaching and their sum shall constitute the Bonus.~~

~~Bonus Determination Percentage Matrix~~

		<i>Age at Retirement</i>					Non-ERO
		ERO-Participants					
-		55	56	57	58	59	60+
District Service Credit (years)	20	7.5%	9.6%	11.7%	13.8%	15.9%	20.0%
	21	7.6%	9.7%	11.8%	13.9%	16.0%	20.0%
	22	7.7%	9.8%	11.9%	14.0%	16.1%	20.0%
	23	7.8%	9.9%	12.0%	14.1%	16.2%	20.0%
	24	7.9%	10.0%	12.1%	14.2%	16.3%	20.0%
	25	8.0%	10.1%	12.2%	14.3%	16.4%	20.0%

26	8.1%	10.2%	12.3%	14.4%	16.5%	20.0%
27	8.2%	10.3%	12.4%	14.5%	16.6%	20.0%
28	8.3%	10.4%	12.5%	14.6%	16.7%	20.0%
29	8.4%	10.5%	12.6%	14.7%	16.8%	20.0%
30	8.5%	10.6%	12.7%	14.8%	16.9%	20.0%
31	8.6%	10.7%	12.8%	14.9%	17.0%	20.0%
32	8.7%	10.8%	12.9%	15.0%	17.1%	20.0%
33	8.8%	10.9%	13.0%	15.1%	17.2%	20.0%
34	8.9%	11.0%	13.1%	15.2%	17.3%	20.0%
35+						20.0%

The Board shall honor the request of not less than 10 percent of all teachers in the bargaining unit who are eligible for the early retirement option without discount provisions of the Illinois Pension Code (40 ILCS 5/16-133.2), on the basis of seniority, and shall pay the employer early retirement option one-time contribution. The employee shall be responsible for his/her early retirement option one-time contribution.

~~This Bonus will be pro-rated for a part-time teacher based upon his/her highest full-time equivalency during his/her final three years of employment.~~

~~The Bonus shall begin to be paid over a period of up to four years prior to retirement upon receipt by the Director of Human Resources of irrevocable written notification of the teacher’s intent to retire.~~ While the written notification of the teacher’s intent to retire is irrevocable, a teacher has the right to revoke in the event of a death in the retiree’s immediate family. “Immediate Family” shall be defined as stated in Section 16.12 of this Agreement.

The Board may upon written request by an employee also revoke a written notification for retirement for other reasons of compelling emergency as solely determined by the Board. The Board’s decision to grant or not to grant revocation shall not be grievable or precedential with respect to granting or denying subsequent requests changes in retirement election.

In the event of revocation, the teacher shall be required to repay the entire amount of any Bonus paid to the date of revocation and shall not be entitled to any future payments pursuant to the election revoked. The agreement for repayment of the bonus shall be negotiated at the time the revocation is approved, but shall not extend longer than the period in which the bonus was paid.

The Bonus shall be distributed as follows:

(a) — Starting with the school year in which the notice is given, a portion of the available Bonus will be paid to increase each year's total TRS creditable earnings, minus earnings, other than a NBPTS stipend, exempt from the determination under Section 16-158(f) of the Pension Code, by 6% over the previous year's total TRS creditable earnings, minus earnings, other than a NBPTS stipend, exempt from the determination under Section 16-158(f), for a maximum of four years. It shall be paid in two equal installments each applicable year, the first installment in December and the second installment in June, with the final regular paycheck for the school year.

27.10.4 Protections Against TRS Excess Salary Increase Contributions

If a teacher participates in the non-ERO Plan and receives the required increases in each year's total TRS creditable earnings up to 6% pursuant to the non-ERO Plan, the teacher shall be placed on an alternative salary schedule for each year of participation in the Plan. The teacher's increases in total TRS creditable earnings under the Plan shall be inclusive of all lane increases, step increases, and any other payments or stipends, with the exception of the following salary increases for teachers identified in Public Act 94-1057:

- (a) — ~~overload work paid pro-rata, or~~
- (b) — ~~summer school teaching paid pro-rata, or~~
- (c) — ~~a promotion requiring different certification or supervisory endorsement, or~~
- (d) — ~~non-discretionary payments from State or Federal government sources, or~~
- (e) — ~~other permissible exceptions under Public Act 94-1057.~~

~~In no event shall such teacher receive greater than a 6% increase in each year's total TRS creditable earnings prior to retirement unless the increase is exempted under Public Act 94-1057.~~

27.10.5 Changes in TRS Laws or Regulations

If the TRS law or regulations change to increase or decrease the TRS limitation, and the statute does not provide any grandfathering provisions under which this Agreement would qualify, negotiations on the retirement benefit will reopen at the request of either the Board or the Association. ~~This Plan shall be retroactive to August 19, 2007, and any notices of intent to retire filed on or after August 19, 2007, shall be considered to be filed under this Plan.~~

27.10.6 Sunset of Retirement Incentive Plan

Except to the extent of agreement on future retirement related benefits in the negotiations for a successor to this Agreement, upon termination of this agreement all retirement related clauses or provisions in this Agreement, in any memorandum of understanding or by past practice shall cease and are specifically not renewed. However, nothing in this section shall interfere with the receipt of agreed

upon retirement related benefits for qualified teachers who have submitted their irrevocable notice of retirement before the effective date of termination of this Agreement.

27.10.7 TRS Insurance (post retirement insurance)

This benefit is a subsidy for single health insurance coverage only for teachers that are fully vested in the TRS retirement plan. The subsidy will be discontinued once a teacher becomes medicare eligible. The teacher who enrolls in a TRS managed care plan will qualify for a subsidy amount of the single premium which will be fixed at the time of retirement. Teachers will not be eligible to remain in the District's insurance plan after they retire from the District.

The following outlines the benefit for teachers who gave notice after March 1, 2011:

1. Retiring 2012 – District will pay 100% of single premium that will be determined at the time of retirement. The teacher will pay any increases in the single premium beyond the amount fixed at the time of the retirement.
2. Retiring 2013 – District will pay 75% of single premium that will be determined at the time of retirement. The teacher will pay any increases in the single premium beyond the amount fixed at the time of the retirement. The District subsidy will not exceed \$434 per month or \$5208 annually.
3. Retiring 2014 – District will pay 50% of single premium that will be determined at the time of retirement. The teacher will pay any increases in the single premium beyond the amount fixed at the time of the retirement. The District subsidy will not exceed \$434 per month or \$5208 annually.

SB7 Teacher Descriptors

Summative ratings were changed with the passage of SB7. The nature of the discussion required in depth understanding of Danielson and the Teacher Appraisal Plan (TAP) in U46. A summary of the work and recommendation from the SB7 Bargaining Subcommittee follows below:

SB7 Teacher Descriptors

The passage of Senate Bill 7 (SB7) in the spring of 2011 created several changes to the Illinois School Code. For the purpose of this tentative agreement (TA), the focus is on the provision moving the summative rating received by teachers from the three (3) levels of performance (Unsatisfactory, Satisfactory, and Excellent) to the four (4) levels (Unsatisfactory, Needs Improvement, Proficient, and Excellent).

The bargaining team created a subcommittee tasked to work with the Teacher Appraisal Plan (TAP) Oversight committee to recommend direction back to the bargaining team. The subcommittee noted the existence of significant differences between the Danielson framework and the state statute. For instance, the State adopted labels that are not only different than those used in Danielson, but they carry a different meaning altogether. Additionally it was agreed that each uses the ratings for a vastly different purpose. The rating in TAP is intended to inform practice and provide formative feedback, while the usage under the statute impacts employment decisions and statutory rights.

The subcommittee saw two distinct paths to accomplish the work. The first option was to alter the rubrics within the Danielson framework to align with the terms in the statute, while the second option was to keep the Danielson framework intact and pursue a means to translate the framework to the statute. The committee chose the latter by addressing the differences between the Danielson Framework and the ratings in the state statute. The work resulted in four unique descriptors of the state level of performance ratings. The summative conference will include an additional step following the identification of the TAP summative rating. The TAP summative rating in conjunction with the state level of performance rating descriptor will be used to identify the appropriate State summative rating.

SB7 Descriptors of Summative Performance - TA

The following are the agreed upon descriptors for a teacher in U46 whose practice is appraised using the Level of Performance Rubric for Teachers based on Framework.

- [Excellent](#)
- [Proficient](#)
- [Needs Improvement](#)
- [Unsatisfactory](#)

Excellent Descriptor

Teacher's practice indicates consistent movement towards a student centered classroom in which developmentally appropriate planning and preparation meet the individualized needs of students. The learning environment is culturally appropriate and leads to application of effective instruction, fostering student engagement. Teacher is able to accurately assess his or her practice, citing specific examples for improvement, and apply the new learning to impact the ongoing instructional needs of students.

Teacher adeptly meets the multiple facets/requirements of his or her teaching assignment. Teacher is fully aware of information on students, test scores, other indicators, utilizing them to ensure successful learning by being both flexible and responsive.

Proficient Descriptor

Teacher's practice is effective due to developmentally appropriate planning and preparation which meet the individualized needs of students, a positive learning environment, and the consistent application of effective instruction. Teacher is able to accurately assess his or her practice and apply the new learning to impact the ongoing instructional needs of students. Teacher is able to meet the multiple facets/requirements of his or her teaching assignment. Teacher is fully aware of and responsive to information on students, test scores, and any other relevant indicators.

Needs Improvement Descriptor

Teacher's practice is ineffective due to minimal planning and preparation, erratic learning environment, and/or inconsistent application of effective instruction. Teacher is minimally willing to make the commitment to accurately assess his or her practice in order to improve instruction. Teacher does not demonstrate sufficient accountability to the multiple facets/requirements of his or her teaching assignment. Teacher shows an inconsistent response to information on students, test scores, and any other relevant indicators. A formal intervention is needed in order to increase the skills and competency of teacher's practice in his or her current assignment.

Unsatisfactory Descriptor

Teacher's practice is ineffective due to inappropriate planning and preparation, nonexistent learning environment, and/or a failure to apply effective instruction. Teacher is unable to accurately assess his or her practice in order to pursue improved instruction. Teacher is unable to meet the multiple facets/requirements of his or her teaching assignment. Teacher is not responsive to information on students, test scores, and any other relevant indicators. A formal remediation plan with support from a consulting teacher is necessary for the teacher to show an improvement in skills and a commitment to an enhancement of performance¹.

¹ This language does not extend remediation rights beyond those provided by statute.

Instructional Mentoring Rubric

As new positions are created in U46 within the ETA the TAP tools must be updated to ensure that they are as appropriate and relevant as possible. The following rubric was brought forward for incorporation by the TAP Oversight Committee.

DOMAIN 1: PLANNING AND PREPARATION

Component	Unsatisfactory	Basic	Proficient	Distinguished
1a: Demonstrating knowledge of mentoring and pedagogy	Instructional mentor does not demonstrate knowledge of mentoring skills and strategies and /or does not use that knowledge in planning for interactions. Content specific mentor does not have or does not use knowledge of content and content related pedagogy in their planning.	Instructional mentor demonstrates some knowledge of mentoring skills and strategies, dynamics and tools. Instructional mentor uses them inconsistently when preparing for interactions. Content specific mentor uses inaccurate or incomplete content knowledge and content related pedagogy in their planning.	Instructional mentor uses knowledge of mentoring skills and strategies, relationship dynamics, and tools that would further the teacher’s progress to prepare for interactions. Content specific mentor uses content and knowledge of content related pedagogy in their planning.	Instructional mentor demonstrates extensive knowledge of mentoring skills and strategies, relationship dynamics, and tools to plan opportunities for the teacher to increase student engagement in learning that connect to the larger school goals. Content specific mentor plans engaging and differentiated strategies that the teacher can utilize in their practice.
1b: Demonstrating knowledge of teacher	Instructional mentor demonstrates little or no familiarity with the teacher, his/her needs or cultural background, and does not seek to understand.	Instructional mentor demonstrates basic familiarity with the needs of his/her teacher related to classroom performance.	Instructional mentor demonstrates thorough knowledge of the needs of the teacher, his/her experience, culture, and background, and uses the knowledge to guide the interaction.	Instructional mentor uses knowledge of the teacher to plan for opportunities for teacher to reflect on issues of equity in teacher’s practice.
1c: Demonstrating knowledge of the school’s instructional goals	Instructional mentor demonstrates little or no knowledge of the school’s instructional goals.	Instructional mentor demonstrates knowledge of the school’s instructional goals.	Instructional mentor demonstrates knowledge of the school’s instructional goals and uses the knowledge to guide interaction with the teacher.	Instructional mentor demonstrates knowledge of the school’s instructional goals and supports the teacher in addressing the goals within his/her instruction.

<p>1d: Demonstrating knowledge of resources, both within and beyond the school district</p>	<p>Instructional mentor demonstrates little or no knowledge of resources available in the school or district for teacher to improve practice.</p>	<p>Instructional mentor demonstrates some knowledge of resources available in the school and district for teacher to improve practice.</p>	<p>Instructional mentor is fully aware of resources or how to access appropriate resources available to the mentor in the school and district for teacher to improve practice.</p>	<p>Instructional mentor actively seeks out new resources from a wide range of sources to support the development of teachers' practice in curricular implementation and providing high quality instruction to all students.</p>
<p>1e: Designing a coherent goal-based support plan to improve the teacher's practice</p>	<p>Instructional mentor does not establish a goal-based support plan for providing service to the teacher.</p>	<p>Instructional mentor uses prescribed strategies and data to establish a goal-based coherent plan for providing service to the teacher.</p>	<p>Instructional mentor uses strategies and data to establish a goal-based coherent plan that will provide service to the teacher based on the teacher's needs.</p>	<p>Instructional mentor and teacher use evidence-based data to collaborate when establishing a goal-based coherent plan that will provide service to the teacher based on the teacher's needs.</p>
<p>1f: Utilizing formative assessments to provide evidence-based feedback on teacher growth</p>	<p>Instructional mentor does not attempt to utilize formative assessments to analyze data and provide feedback on teacher growth based upon the <i>Framework for Teaching</i>.</p>	<p>Instructional mentor attempts to utilize formative assessments to analyze teaching data and provide feedback on teacher growth. Feedback is not evidence-based or unclear and not aligned to the <i>Framework for Teaching</i>.</p>	<p>Instructional mentor utilizes formative assessments to gather and analyze teaching data and provides ongoing feedback on teacher growth that is evidence-based and aligned to the <i>Framework for Teaching</i>.</p>	<p>Instructional mentor collaborates with teacher in reviewing the formative assessments and analyzing the data in order for the teacher to self-assess and determine strengths/challenges in teacher growth based upon evidence of practice as defined in the <i>Framework for Teaching</i>.</p>

DOMAIN 2: THE ENVIRONMENT

Component	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an environment of respect and rapport	Interaction between mentor and teacher is strained and non-productive. Mentor is negative, inappropriate, and/or insensitive to teacher's cultural background or experience. Mentor does not meet his/her commitment.	Interaction between mentor and teacher is cordial and appropriate. Mentor generally meets his/her commitments and demonstrates some knowledge of the teacher's background and experience.	Interactions between mentor and teacher are respectful and caring and appropriate to the cultural background and experiences of the teacher. Mentor meets his/her commitments.	Mentor and teacher equally contribute to the success and progress of the relationship.
2b: Establishing a culture for ongoing instructional improvement	Instructional mentor has a low expectation for success and communicates the mentoring process as having little value.	Instructional mentor offers support but has low expectations for success. Mentor and teacher appear to be going through the motions with limited inquiry and reflection.	Instructional mentor has high expectations and a commitment to instructional improvement. Mentor and teacher collaboratively engage in a growth process based on inquiry and reflection.	Instructional mentor supports teacher initiated directions for instructional improvement that include inquiry and reflection.
2c: Managing instructional support	Instructional mentor does not have or utilize a system of organizing or sharing teacher data, tools, and resources related to the mentoring process.	Instructional mentor loses some instructional mentoring time due to a lack of an organized system for sharing and maintaining teacher data, tools, and resources related to the mentoring process.	Instructional mentor maximizes mentoring time by maintaining an effective system for organizing or sharing teacher data, tools, and resources related to the mentoring process.	Instructional mentor and teacher maximize mentoring time by collaboratively maintaining and sharing teacher data, tools, and resources related to the mentoring process.

DOMAIN 3: DELIVERY of SERVICE

Component	Unsatisfactory	Basic	Proficient	Distinguished
3a: Communicating effectively in the mentoring relationship	Instructional mentor does not communicate the expectations of the mentoring process and does not use the <i>Framework for Teaching</i> in their work. Instructional mentor does not engage in modeling or co-teaching. Instructional mentor's oral and written language is unclear does not conform to standard English.	Instructional mentor partially communicates the expectations of the mentoring process and inconsistently uses the <i>Framework for Teaching</i> . Where appropriate, instructional mentor partially engages in co-teaching and modeling. Instructional mentor's written and oral language is clear and correct and conforms to standard English.	Instructional mentor communicates the expectations of the mentoring process and effectively uses the language of the <i>Framework for Teaching</i> . Where appropriate, instructional mentor uses co-teaching or modeling to help the teacher grow. Instructional mentor's written and oral language is clear and correct and conforms to standard English.	Instructional mentor communicates the expectations of the mentoring process and effectively uses the language of the <i>Framework for Teaching</i> . Teacher initiates co-teaching or modeling, when appropriate. Instructional mentor's written and oral language is clear and correct and conforms to standard English.
3b: Using mentoring language, stems, and questions	Instructional mentor does not use mentoring language, stems, or questions during the interaction.	Instructional mentor's use of mentoring language, stems, and questions during an interaction is inconsistent.	Instructional mentor uses mentoring language, stems, and questions during interaction with teacher.	Teacher and instructional mentor use mentoring language and questions during the interaction to guide inquiry about teaching practice.
3c: Engaging teachers in the mentoring process	Instructional mentor's use of activities, tools, and data are not appropriate. Teacher is not engaged in the interaction.	Instructional mentor's use of activities, tools, and data are partially suitable, resulting in limited engagement by the teacher.	Instructional mentor uses a variety of activities, tools, and data that are thought provoking, appropriate to the teacher's needs, and enhances the teacher's understanding of the instructional process. Teacher is actively engaged throughout the interaction.	Teacher initiates and suggests activities, use of tools, and data to reflect on their growth and is actively engaged throughout the interaction.
3d: Using data to support teacher in monitoring growth	Instructional mentor does not collect evidence or use the <i>Framework for Teaching</i> to monitor teacher growth.	Analysis of teacher growth using the <i>Framework for Teaching</i> is not evidenced-based or appropriate.	Instructional mentor engages the teacher in analyses of evidence to assess growth based on the <i>Framework for Teaching</i> .	Instructional mentor facilitates teacher's evidence-based self-assessment of practice and growth on the <i>Framework for Teaching</i> .

3e: Demonstrating flexibility, responsiveness, and persistence	Instructional mentor adheres to his/her plan, in spite of evidence of its inadequacy or inappropriateness.	Instructional mentor makes modest adjustments to the interaction when confronted with evidence of the need for change.	Instructional mentor makes adjustments and accommodations to the interaction to meet the needs that arise in the moment. Instructional mentor persists in addressing the teacher's needs that are resistant to support by drawing on a number of strategies to engage the teacher.	Teacher assumes responsibility and initiates changes to the interaction, based on their instructional needs that arise in the moment.
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DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component	Unsatisfactory	Basic	Proficient	Distinguished
4a: Reflecting on practice and progress in relationship to the instructional support goals	Instructional mentor does not reflect and/or know if their practice is effective or misjudges the impact of their practice on the teacher's progress. Instructional mentor has no suggestions on how to improve.	Instructional mentor reflects with some accuracy, but reflection is not evidence based. Suggestions for improvement are rudimentary.	Instructional mentor's reflection is accurate and based on evidence with specific suggestions on how to improve practice.	Instructional mentor uses evidence and seeks feedback from the teacher to shape their future practice. Instructional mentor and teacher develop a plan for improving practice.
4b: Creating, maintaining, utilizing, and submitting required reports	Instructional mentor has no system for maintaining teacher's progress or system is in disarray. Required reports are routinely late.	Instructional mentor's system for maintaining information on teacher's progress is rudimentary and partially effective. Instructional mentor's required reports are sometimes submitted on time.	Instructional mentor's system for maintaining information on teacher's progress is effective and is utilized to support the mentor's work. Instructional mentor's required reports are on time and accurate.	Teacher and mentor collaborate on creating a useful system for tracking teacher's progress. Required reports are always submitted on time, accurate, and based on evidence. Mentor uses the reports to determine ongoing needs for the school, team, or teacher.
4c: Coordinating work with other colleagues to support teacher progress	Instructional mentor makes no effort to seek out or become aware of other colleagues within the district, area, or school to support the teacher.	Instructional mentor is aware of and attempts to contact colleagues within the district, area, or school to support the teacher.	Instructional mentor has met with and coordinates services with colleagues within the district, areas, and/or school to support the teacher in the best way possible.	Instructional mentor and teacher collaborate on coordinating work with colleagues within the district, area, and/or school.
4d: Participating in Professional inquiry	Relationships with colleagues are negative. Instructional mentor does not attend or attends and does not engage in professional inquiry (PLCs, forums, etc.).	Relationships with colleagues are cordial. Instructional mentor attends and participation in professional inquiry (PLCs, forums, etc.) is limited to those that are convenient or are required.	Relationships with colleagues are mutually supportive and respectful. Instructional mentor actively participates in professional inquiry (PLCs, forums, etc.).	Relationships with colleagues are characterized by mutual support and cooperation. Instructional mentor takes leadership in promoting a culture of inquiry in the mentoring community.

<p>4e: Growing and Developing Professionally</p>	<p>Instructional mentor resists feedback on practice from supervisors and/or colleagues. Instructional mentor does not attend or attends and does not participate in professional development.</p>	<p>Instructional mentor reluctantly accepts feedback on practice from supervisors and /or colleagues or has a limited understanding of the feedback. Participation in professional development activities is limited to those that are convenient or are required.</p>	<p>Instructional mentor welcomes feedback and engages supervisor and/or colleagues in discussion about it. Instructional mentor seeks out opportunities for professional development based on an individual assessment of need.</p>	<p>Instructional mentor seeks out feedback from their supervisor, colleagues, and/or teachers. Instructional mentor actively pursues professional development opportunities and shares the learning with colleagues and teachers.</p>
<p>4f: Showing professionalism, including integrity and confidentiality</p>	<p>Instructional mentor makes decisions based on self-serving interests. Instructional mentor does not comply with many district policies, regulations, and rules. Instructional mentor displays dishonesty in interactions and violates the norms of confidentiality.</p>	<p>Instructional mentor brings biased or limited ideas to the decision making process. Instructional mentor complies with most district policies, regulations, and rules. Instructional mentor is honest in interactions with colleagues and respects norms of confidentiality.</p>	<p>Instructional mentor maintains an open mind and participates in team or departmental decisions. Instructional mentor complies with all district policies, regulations, and rules. Instructional mentor displays honesty and integrity in interactions with colleagues and respects norms of confidentiality.</p>	<p>Instructional mentor takes a leadership role in team decisions. Instructional mentor complies with all district policies, regulations, and rules. Instructional mentor displays honesty and integrity and makes an effort to challenge negative perceptions about teacher professionalism and student learning while upholding the norms of confidentiality.</p>

Para-Education Intervention Team (PIT)

The resource bargained in the 2007-2010 Elgin Agreement is valued and respected. The following language codifies our collective endorsement and support of this resource.

Memorandum of Understanding

Para-Educator Intervention Team (PIT)

During negotiation of the 2011-20__ Elgin Agreement, the parties discussed the benefits of effective student intervention services that have been provided by the PIT and staffing arrangements that might best meet that need for such services. Because the number of requests for services varies from time to time, the parties agreed that it would be appropriate to staff these services through a combination of full-time employees and on-call employees, all of whom would be properly trained by District U-46 Special Services.

The parties agree that effective the beginning of the 2012-13 school year, the PIT program will be staffed with a minimum of one full-time, trained employee. The District further agrees to recruit and maintain a list of at least five (5) individuals who will be trained and available to perform PIT services on-call. The District will post the on-call position continuously. If by August 15 the number of trained individuals on the on-call list is less than five (5) the District will post and hire a second full-time employee for the remainder of the school year.

Also, during the remainder of the school year, if the number of on-call employees on the list falls below five (5) for ten (10) consecutive work days, the District will post and hire a second FTE for the remainder of the school year. Regardless of the number of FTEs hired, the District will continue its efforts to maintain an on-call list of at least five (5).

Administrative Appraisal

The work expectations and appraisal of teachers has evolved by both local initiative and state statute. The appraisal of our administrative colleagues has not traditionally taken into account the reflections of the other professionals with whom they work. As a community of professionals seeking to constantly improve practice we have agreed upon the following formative feedback plan for administrators.

Memorandum of Agreement

Teacher Feedback about Building/Program Performance

During the bargaining of the 2011-20xx Agreement, the joint bargaining team shared a consensus regarding the important role that all certified staff have in the effectiveness of the District's educational program. The team also recognized the power and value of timely, regular, objective, and formative feedback to inform professional growth. The Teacher Appraisal Plan (TAP) provides a process and framework for assessing teachers from this perspective, and the parties agree that the values and beliefs embodied in TAP should also guide efforts to provide feedback from teachers to administrators as administrators endeavor to perform the work of the district and improve their professional practice and building/program performance.

Pursuant to this understanding, the parties will form a Joint Committee for the purpose of developing an instrument and process enabling teachers to provide formative feedback to building and program administrators and their evaluators. The Committee will be composed of four administrators appointed by the Superintendent and four teachers appointed by the ETA and will be co-chaired by one individual from each group. The Committee will develop an instrument to be administered annually to teachers, plan the process of implementation, and provide on-going oversight over the use of the instrument. The Committee will take into consideration the interests developed in the IBB process.

It is intended that the instrument will be administered annually in late November or early December. Participation by administrators will be voluntary. Results will be tabulated by central administration and provided to the applicable program or building administrator for his or her formative use. The parties intend for the instrument to be developed during the remainder of the 2011-12 school year and will be implemented first during the 2012-13 school year. Recognizing that this is a new endeavor and that this effort should be treated as a pilot project to determine if it works effectively, the parties agree that this MOA shall expire at the end of the 2013-2014 school year, unless the parties expressly agree at that time to extend it.

Teacher Mentoring Program (TMP)

The recommendation of the TMP Oversight committee were considered and adopted. The language changes reflect those recommendations.

ADDENDUM C

Teacher Mentor Program**1. Teacher Mentor Program:**

During the course of negotiations for the 2004-2007 ETA Agreement the Board and ETA discussed several important items. Because these items were discussed for the purposes of clarification and idea sharing, the parties agreed that the items should be memorialized. During the negotiations for the 2011 – 2012 ETA Agreement, additional changes, recommended by the TMP Steering Committee were added. Therefore, the parties have set forth these ideas in this Memorandum of Understanding, and specifically agree that the following items are not intended to be part of the ETA Agreement, nor are they intended to be subject to the ETA grievance procedure.

Included in these items are:

- 2. Steering Committee:** There will be established a Steering Committee consisting of three ETA and three District designees, whose responsibilities include monitoring the Teacher Mentoring program and making recommendations to the Superintendent regarding the continued implementation and effectiveness of the Program, including the position of the Teacher Mentoring Leader, with input from the Oversight Committee.
- 3. Teacher Mentor Leader:** The Teacher Mentor Leader will be continued on a yearly basis as a collective bargaining unit position reporting to ~~Human Resources~~ Teacher Effectiveness Initiatives. The position will be funded on a basis as determined by the District, with the ETA making a contribution to the TMP on an annual basis. The Teacher Mentor Leader's duties will be determined on an annual basis in consultation with the Steering Committee.
- 4. Oversight Committee:** The existing Oversight Committee will be continued and paid at the same rate as mentors ~~starting with the 2007-2008 school year.~~ Membership will consist of six ETA members and six District designees. Its duties will include matching mentors with beginning teachers, organizing the training sessions, and performing other duties as assigned by the Steering Committee.
- 5. Compensation for Mentors and Mentees:**

Each mentor/mentee team will be provided with a total of six (6) days of released time over a two year period or a prorated portion over a shorter period of time as the program requires. In addition, each team will be provided with release time for one (1) workshop. Stipends to mentors for ~~new~~ each mentor/mentee relationships shall be paid at \$1,000 per year. The stipend includes attendance by the mentor at quarterly meetings. All new hires to the District will be required to participate in the Teacher Mentor Program and shall be paid at the hourly rate for their attendance at quarterly meetings.

Light Duty

Knowing that the best teacher to have in their classroom is the assigned teacher, we have agreed to the following new provision which would allow for the return from a disability leave resulting from a workers compensation claim provided medical approval and agreement by the district.

Light Duty

Consider adding the following language to the contract:

A teacher who has experienced an injury covered by workers compensation will not be required to perform light duty that is not part of his or her job description and is not certificated work or that would violate medical restrictions. The teacher will be placed in the assignment he or she was in when injured unless such a placement is not possible or is not in the best interests of the students or the teacher. Before a teacher is placed in any other assignment, a meeting will be held with the teacher and representatives from the ETA and HR to discuss reasons for not returning the teacher to his or her original assignment and to determine the most appropriate alternative assignment.

Appendix F

The District has added activities which have not been added to the Agreement. This language serves to address this issue as well as establish an appropriation for specific academic groups. Lastly, the points allocated for activities were reviewed by the Appendix F committees and those recommendations are incorporated herein. Other recommendations, such as adding another column/lane for experience and creating an evaluation instrument are being sent back to the committee for further examination and possible development.

Journalism (High School) – Need to write language that reflects practices and participation/supervision at 2 – 5 events including sectionals and state. (*Something akin to C. Vocal Music below.*)

Step I	Step II	Step III
1139	1189	1255

Bass Fishing (High School) – Need to write language that reflects practices and participation/supervision at 2 – 5 events including sectionals and state. (*Something akin to C. Vocal Music below.*)

Step I	Step II	Step III
1139	1189	1255

The following is for illustrative purposes only:

C. Vocal Music (High School) - Three (3) concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision, Illinois Music Educators Association Festival participation/supervision, graduation and other community appearances during the school day which may be scheduled by the teacher.

HS Competing Clubs/Upstate 8 activities fund:

District shall provide each comprehensive high school \$8,000 annually for the exclusive use under the direction of the school department committee to run programs from the following list. Funds would be available for use in the year of their allocation and shall not be transferable nor allowed to accumulate.

Sponsor would apply through completion of the approved form.

- Mock Trial
- DECA
- FCCLA
- HOSA
- UEC ART
- ITS/Thespian
- Mathletes
- NSML

EXTRA DUTIES - CURRENT

Activity	Total Assigned	Level	Experience		
			0-3 years STEP I	4-7 years STEP II	8+ years STEP III
Ticket Manager	5	High School	4515	4991	5243
Chess Team	5	High School	1736	2083	2189
Class Sponsors	5	Seniors	1901	2381	2503
Class Sponsors	5	Juniors	1430	1901	1997
Class Sponsors	5	Sophomores	955	1053	1105
Class Sponsors	5	Freshman	902	989	1040
Student Council	5	H. S. Head Sponsor	3324	3805	3994
Student Council	5	+H.S. Asst. Sponsor			
Student Council	8	Middle School	3805	4750	4988
Yearbook	8	Middle School	1901	2381	2503
Speech	5	Forensic (H.S.)	3324	3805	3994
Speech	5	Individual (H.S.)	1430	1901	1997
Speech	8	Speech Festival (MS)	698	761	811
Scholastic Bowl			876	876	876
Drama	5	HS-Fall	1901	2381	2503
Drama	5	HS-Winter	1901	2381	2503
Drama	5	HS-Spring	1901	2381	2503
Drama	8	MS- 3 Act Play	1308	1432	1529
Drama	8	MS - 1 Act Festival	1308	1432	1529
National Honor Society	5	High School	955	1052	1105
Band	5	High School	3106	3292	3485
Orchestra	5	High School	1212	1258	1336
Vocal Music	5	High School	1212	1258	1336
Cheer Leading	5	Head Varsity	6559	7280	7644
Cheer Leading	8	+Head Middle School			
Pom Pom	5	High School	6165	6843	7185

EXTRA DUTIES - Recommendation*

Activity	Total Assigned	Level	Experience		
			0-3 years STEP I	4-7 years STEP II	8+ years STEP III
Ticket Manager	5	High School	4986	5512	5799
Chess Team	5	High School	1736	2083	2189
Class Sponsors	5	Seniors	1994	2498	2626
Class Sponsors	5	Juniors	1500	1994	2095
Class Sponsors	5	Sophomores	1002	1105	1159
Class Sponsors	5	Freshman	946	1037	1091
Student Council	5	H. S. Head Sponsor	4047	4771	4988
Student Council	5	+H.S. Asst. Sponsor			
Student Council	8	Middle School	4047	4771	4988
Yearbook	8	Middle School	1901	2381	2503
Speech	5	Individual (HS)	3324	3805	3994
Speech	5	Group Interpretive (HS)	1430	1901	1997
Speech	8	Speech Festival (MS)	698	761	811
Scholastic Bowl			876	876	876
Drama	5	HS-Fall	1901	2381	2503
Drama	5	HS-Winter	1901	2381	2503
Drama	5	HS-Spring	1901	2381	2503
Drama	5	HS Tech Director (f/w/s)	380	476	501
Drama	8	MS- 3 Act Play	1308	1432	1529
Drama	8	MS - 1 Act Festival	1308	1432	1529
National Honor Society	5	High School	955	1052	1105
Band	5	High School	3501	3634	3859
Orchestra	5	High School	1212	1258	1336
Vocal Music	5	High School	1212	1258	1336

* Many, if not all, of these positions will have job description that will identify the minimum number of experiences, competitions, and/or events that must be completed to earn the full stipend.

MEN'S ATHLETICS - Comparison

MEN'S ATHLETICS - Comparison														
				Current					Recommendation					
MEN'S SPORTS	Current	Recommend	A	ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV	ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV	
Baseball	39	40	1	Head Varsity	131.19	145.60	152.88	162.46	Head Varsity	131.19	145.60	152.88	162.46	
Basketball	46	46	0	Asst. Varsity	84.32	93.61	98.30	103.29	Asst. Varsity	84.32	93.61	98.30	103.29	
Bowling	26	27	1	Jr. Varsity	84.32	93.61	98.30	103.29	Jr. Varsity	84.32	93.61	98.30	103.29	
Cross	28	29	1	Head Sophomore	84.32	93.61	98.30	103.29	Head Sophomore	84.32	93.61	98.30	103.29	
Football	46	48	2	Asst. Sophomore	70.25	78.04	81.95	86.12	Asst. Sophomore	70.25	78.04	81.95	86.12	
Golf	26	26	0	Head Freshman	84.32	93.61	98.30	103.29	Head Freshman	84.32	93.61	98.30	103.29	
Gymnastics	33	33	0	Asst. Freshman	70.25	78.04	81.95	86.12	Asst. Freshman	70.25	78.04	81.95	86.12	
Soccer	32	32	0	Head Middle School	26.94	29.90	31.39	33.36	Head Middle School	26.94	29.90	31.39	33.36	
Swimming	31	31	0	Asst. Middle School	23.46	26.05	27.34	28.74	Asst. Middle School	23.46	26.05	27.34	28.74	
Tennis	30	30	0											
Track	38	41	3											
Volleyball	30	31	1											
Wrestling	42	43	1											
				Experience					Experience					
SPORT	Pts	Total Assigned		ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV	Pts	ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV
Trainer		5		Trainer	10980	11199	12042	12702		Trainer	10980	11199	12042	12702
Asst. Trainer		5		Asst. Trainer	6494	6625	7155	7324		Asst. Trainer	6494	6625	7155	7324
Football	46	5		Head Varsity	6035	6698	7032	7473	48	Head Varsity	6297	6989	7338	7798
Football	46	10		Asst. Varsity	3879	4306	4522	4751	48	Asst. Varsity	4047	4493	4718	4958
Football	46	5		Jr. Varsity	3879	4306	4522	4751	48	Jr. Varsity	4047	4493	4718	4958
Football	46	5		Head Sophomore	3879	4306	4522	4751	48	Head Sophomore	4047	4493	4718	4958
Football	46	10		Asst. Sophomore	3232	3590	3770	3962	48	Asst. Sophomore	3372	3746	3934	4134
Football	46	5		Head Freshman	3879	4306	4522	4751	48	Head Freshman	4047	4493	4718	4958
Football	46	10		Asst. Freshman	3232	3590	3770	3962	48	Asst. Freshman	3372	3746	3934	4134
Football	85	8		Head Middle School	2290	2542	2668	2836	85	Head Middle School	2290	2542	2668	2836
Football	85	8		Asst. Middle School	1994	2214	2324	2443	85	Asst. Middle School	1994	2214	2324	2443
Cross Country	28	5		Head Varsity	3673	4077	4281	4549	29	Head Varsity	3805	4222	4434	4711
Basketball	46	5		Head Varsity	6035	6698	7032	7473	46	Head Varsity	6035	6698	7032	7473
Basketball	46	5		Jr. Varsity	3879	4306	4522	4751	46	Jr. Varsity	3879	4306	4522	4751
Basketball	46	5		Head Sophomore	3879	4306	4522	4751	46	Head Sophomore	3879	4306	4522	4751
Basketball	46	5		Asst. Sophomore	3232	3590	3770	3962	46	Asst. Sophomore	3232	3590	3770	3962
Basketball	46	5		Head Freshman	3879	4306	4522	4751	46	Head Freshman	3879	4306	4522	4751
Basketball	46	5		Asst. Freshman	3232	3590	3770	3962	46	Asst. Freshman	3232	3590	3770	3962
Basketball	78	8		Head Middle School	2101	2332	2448	2602	78	Head Middle School	2101	2332	2448	2602
Basketball	78	8		Asst. Middle School	1830	2032	2133	2242	78	Asst. Middle School	1830	2032	2133	2242
Swimming	31	5		Head Varsity	4067	4514	4739	5036	31	Head Varsity	4067	4514	4739	5036
Swimming	31	5		Asst. Varsity	2614	2902	3047	3202	31	Asst. Varsity	2614	2902	3047	3202
Wrestling	42	5		Head Varsity	5510	6115	6421	6823	43	Head Varsity	5641	6261	6574	6986
Wrestling	42	5		Jr. Varsity	3541	3932	4129	4338	43	Jr. Varsity	3626	4025	4227	4441
Wrestling	42	5		Head Sophomore	3541	3932	4129	4338	43	Head Sophomore	3626	4025	4227	4441
Wrestling	42	5		Head Freshman	3541	3932	4129	4338	43	Head Freshman	3626	4025	4227	4441
Wrestling		8		+Middle School						+Middle School				
Wrestling		8		+Asst. Middle School						+Asst. Middle School				
Baseball	39	5		Head Varsity	5116	5678	5962	6336	40	Head Varsity	5248	5824	6115	6498
Baseball	39	5		Head Sophomore	3288	3651	3834	4028	40	Head Sophomore	3373	3744	3932	4132
Baseball	39	5		Head Freshman	3288	3651	3834	4028	40	Head Freshman	3373	3744	3932	4132
Golf	26	5		Head Varsity	3411	3786	3975	4224	26	Head Varsity	3411	3786	3975	4224
Tennis	30	5		Head Varsity	3936	4368	4586	4874	30	Head Varsity	3936	4368	4586	4874
Gymnastics	33	5		Head Varsity	4329	4805	5045	5361	33	Head Varsity	4329	4805	5045	5361
Gymnastics	33	5		Asst. Varsity	2783	3089	3244	3409	33	Asst. Varsity	2783	3089	3244	3409
Track	38	5		Head Varsity	4985	5533	5809	6173	41	Head Varsity	5379	5970	6268	6661
Track	38	10		Asst. Varsity	3204	3557	3735	3925	41	Asst. Varsity	3457	3838	4030	4235
Track		8		+Head Middle School						+Head Middle School				
Track		8		+Asst. Middle School						+Asst. Middle School				
Soccer	32	5		Head Varsity	4198	4659	4892	5199	32	Head Varsity	4198	4659	4892	5199
Soccer	32	5		Asst. Varsity	2698	2996	3146	3305	32	Asst. Varsity	2698	2996	3146	3305
Volleyball	30	5		Head Varsity	3936	4368	4586	4874	31	Head Varsity	4067	4514	4739	5036
Volleyball	30	5		Asst. Varsity	2530	2808	2949	3099	31	Asst. Varsity	2614	2902	3047	3202
Volleyball	78	8		Head Middle School	2101	2332	2448	2602	78	Head Middle School	2101	2332	2448	2602
Volleyball	78	8		Asst. Middle School	1830	2032	2133	2242	78	Asst. Middle School	1830	2032	2133	2242
Bowling	26	5		Head Varsity	3411	3786	3975	4224	27	Head Varsity	3542	3931	4128	4386

WOMEN'S ATHLETICS - Comparison

WOMEN'S SPORTS	Current	Rec'	Δ	Current				Recommendation					
				ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV	ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV
Badminton	26	29	3	Head Varsity	131.19	145.60	152.88	162.46	Head Varsity	131.19	145.60	152.88	162.46
Basketball	46	46	0	Asst. Varsity	84.32	93.61	98.30	103.29	Asst. Varsity	84.32	93.61	98.30	103.29
Bowling	26	27	1	Jr. Varsity	84.32	93.61	98.30	103.29	Jr. Varsity	84.32	93.61	98.30	103.29
Cheerleading	50	54	4	Head Sophomore	84.32	93.61	98.30	103.29	Head Sophomore	84.32	93.61	98.30	103.29
Cross Country	28	29	1	Asst. Sophomore	70.25	78.04	81.95	86.12	Asst. Sophomore	70.25	78.04	81.95	86.12
Dance	47	47	0	Head Freshman	84.32	93.61	98.30	103.29	Head Freshman	84.32	93.61	98.30	103.29
Golf	22	24	2	Asst. Freshman	70.25	78.04	81.95	86.12	Asst. Freshman	70.25	78.04	81.95	86.12
Gymnastics	36	33	-3	Head Middle School	26.94	29.90	31.39	33.36	Head Middle School	26.94	29.90	31.39	33.36
Soccer	33	33	0	Asst. Middle School	23.46	26.05	27.34	28.74	Asst. Middle School	23.46	26.05	27.34	28.74
Softball	38	40	2										
Swimming	31	31	0										
Tennis	28	29	1										
Track	37	40	3										
Volleyball	32	31	-1										
SPORT	Pts	Total Assigned	ASSIGNMENT	Experience				Experience					
				0-3 years	4-6 years	7-8 years	9+ years	Pts	ASSIGNMENT	STEP I	STEP II	STEP III	STEP IV
Basketball	46	5	Head Varsity	6035	6698	7032	7473	46	Head Varsity	6035	6698	7032	7473
Basketball	46	5	Head Sophomore	3879	4306	4522	4751	46	Head Sophomore	3879	4306	4522	4751
Basketball	46	5	Head Freshman	3879	4306	4522	4751	46	Head Freshman	3879	4306	4522	4751
Basketball	78	8	Head Middle School	2101	2332	2448	2602	78	Head Middle School	2101	2332	2448	2602
Basketball	78	8	Asst. Middle School	1830	2032	2133	2242	78	Asst. Middle School	1830	2032	2133	2242
Swimming	31	5	Head Varsity	4067	4514	4739	5036	31	Head Varsity	4067	4514	4739	5036
Swimming	31	5	Asst. Varsity	2614	2902	3047	3202	31	Asst. Varsity	2614	2902	3047	3202
Track	37	5	Head Varsity	4854	5387	5657	6011	40	Head Varsity	5248	5824	6115	6498
Track	37	5	Asst. Varsity	3120	3464	3637	3822	40	Asst. Varsity	3373	3744	3932	4132
Track	37		+Head Middle School					40	+Head Middle School				
Track	37		+Asst. Middle School					40	+Asst. Middle School				
Gymnastics	36	5	Head Varsity	4723	5242	5504	5849	33	Head Varsity	4329	4805	5045	5361
Gymnastics	36	5	Asst. Varsity	3036	3370	3539	3718	33	Asst. Varsity	2783	3089	3244	3409
Gymnastics	36	8	+Head Middle School						+Head Middle School				
Gymnastics	36	8	+Asst. Middle School						+Asst. Middle School				
Golf	22	5	Head Varsity	2886	3203	3363	3574	24	Head Varsity	3149	3494	3669	3899
Tennis	28	5	Head Varsity	3673	4077	4281	4549	29	Head Varsity	3805	4222	4434	4711
Badminton	26	5	Head Varsity	3411	3786	3975	4224	29	Head Varsity	3805	4222	4434	4711
Bowling	26	5	Head Varsity	3411	3786	3975	4224	27	Head Varsity	3542	3931	4128	4386
Softball	38	5	Head Varsity	4985	5533	5809	6173	40	Head Varsity	5248	5824	6115	6498
Softball	38	5	Asst. Varsity	3204	3557	3735	3925	40	Asst. Varsity	3373	3744	3932	4132
Softball	38	5	Head Freshman	3204	3557	3735	3925	40	Head Freshman	3373	3744	3932	4132
Volleyball	32	5	Head Varsity	4198	4659	4892	5199	31	Head Varsity	4067	4514	4739	5036
Volleyball	32	5	Jr. Varsity	2698	2996	3146	3305	31	Jr. Varsity	2614	2902	3047	3202
Volleyball	32	5	Head Freshman	2698	2996	3146	3305	31	Head Freshman	2614	2902	3047	3202
Volleyball	78	8	Head Middle School	2101	2332	2448	2602	78	Head Middle School	2101	2332	2448	2602
Volleyball	78	8	Asst. Middle School	1830	2032	2133	2242	78	Asst. Middle School	1830	2032	2133	2242
Soccer	33	5	Head Varsity	4329	4805	5045	5361	33	Head Varsity	4329	4805	5045	5361
Soccer	33	5	Asst. Varsity	2783	3089	3244	3409	33	Asst. Varsity	2783	3089	3244	3409
Cross Country	28	5	Head Varsity	3673	4077	4281	4549	29	Head Varsity	3805	4222	4434	4711
Cheerleading	50	5	Head Varsity	6559	7280	7644		54	Head Varsity	7084	7862	8256	8773
Dance	47	5	Head Varsity	6165	6843	7185		47	Head Varsity	6166	6843	7185	7636

Transforming Schools

The most effective use of time was part of many of the issues raised during discussions. The current school day structures do not always meet the needs of the school community. There are many complexities in making any changes to the structure of the day. It was agreed that this work needed to be a larger discussion that included more information and voices.

MEMORANDUM OF UNDERSTANDING

Transformation Task Force

The following draft is based on the conversation at the bargaining table and previous draft language. It is intended to be a point of conversation to move forward and not necessarily a position or actual language.

During the course of 2011-12 bargaining, several issues related to the configuration and length of the student day and the teacher day were brought forward. Those issues included: elementary planning time, student contact time, required professional duties for teachers, and adult collaborative time. It was agreed that the complexity of these issues needed further study and recommendation from a broader representation. Therefore, we have agreed that there will be a joint task force that will research and make recommendations regarding these issues.

Steering Committee

The Steering Committee will meet within 30 school days following the Board approval of the Elgin Agreement. The committee will be comprised of equal representation of teacher and administration to include at least one member from each 2011-12 Bargaining Teams, and at least one representative for each grade level, elementary, middle, and high school. Ex-officio representatives representing the Elgin Teachers Association and District U-46 will be non-voting members. Both the Steering and the full Task Force will be co-chaired by the administration and the ETA. They will be selected by the Steering Committee. The Steering Committee will determine the representation of the full Task Force. All decisions will be made by consensus

Task Force Committee

The Task Force will meet within 30 school days following the first meeting of the Steering Committee. It will include at least three subcommittees for elementary, middle school, and high school. All subcommittees will have at least one member of the Steering Committee as a member. There will also be at least three parent/community members as part of the full Task Force.

Role of the Task Force

The work of the Task Force will include a complete design of the student day that will maximize student learning, provide differentiated structures, and promote teacher collaboration. The plan may also include recommendations related to the school calendar. The plan will include full and effective implementation steps including any budgetary implications. The committee will gather input from all impacted groups through focused discussion or surveys. All decisions will be made by consensus. The committee will be provided with the needed professional development required to do the work. A

budget will be established that could include but not be limited to the following: summer stipends, materials, site visits, information service support, release time, and a project manager.

The role of the Task Force shall also be to consider and develop the values and beliefs to guide the implementation and operation of the teacher collaboration time provided for in Section 6.5 of the 2011-14 Agreement. The values and beliefs shall include the following:

1. Teacher collaboration is effective when it:
 - a. Promotes the development and implementation of a rigorous curriculum.
 - b. Promotes student growth.
 - c. Promotes shared responsibility for all students.
 - d. Promotes effective practice.
2. Teachers are not to be required to perform more collaboration work beyond the times set forth in Section 6.5 of the Agreement.
3. Collaboration time will be teacher-led, including setting agendas, content and delivery to colleagues.
4. Teachers who do not have traditional teaching assignments must be provided clarification on use of collaboration time.

Timeline

The Task Force will make its recommendations to the Board of Education and the Elgin Teachers Association regarding student contact time by no later than December 15, 2012. The Task Force will also provide the Board and the Elgin Teachers Association with the values and beliefs to guide the implementation and operation of the teacher collaboration time by no later than August 1, 2012.

Within 45 calendar days from the receipt of the recommendations of the Task Force with respect to the transformation of the student day for the 2013/2014 school term, the Board and the Association shall approve or disapprove the recommendations and immediately inform the other in writing of the action taken and, if disapproved, a summary of the reasons for disapproval.

If the recommendations are approved, implementation shall begin promptly according to the schedule recommended by the Task Force.

If the recommendations of the Task Force are not approved by both the Board and the Association, the Task Force shall promptly reconvene to consider modification of its recommendations in light of the reasons given for disapproval. Any modified recommendations shall be submitted to the Board and the Association for approval or disapproval.

If the Task Force's recommendations are not approved by both the Board and the Association by no later than February 22, 2013 either or both of the following may occur:

- a) the Board or the Association may terminate the contract effective August 24, 2013. Notice of termination must be given in writing by no later than March 1, 2013. Negotiations for a successor agreement shall then begin no later than April 1, 2013.
- b) the Board may implement the following with respect to student contact time beginning with the 2013-2014 school term, subject only to modifications agreed to in the negotiations over the successor agreement:
 - High School: 255 minutes per day, supervision shall not exceed an average of 30 minutes per day over the year.
 - Middle School: 255 minutes per day, supervision shall not exceed one class period per day.
 - Elementary: An additional 20 minutes per day of student instructional time
 - Pre-K: Status quo

Continuation of Task Force

Following the recommendations, the Task Force may continue on the request of the Board. Once the work of the Task Force is completed, an Oversight Committee will be convened. The Oversight Committee will include at least four members from the Task Force. This ongoing committee will oversee the implementation of the recommended plan. They will gather student learning data and staff culture data in evaluating the implementation. This committee will make any needed recommendations to the School District and the Elgin Teachers Association.

Recall Rights

There is a transition time between the use of the previous U-46 evaluation ratings and the new ratings established in PERA where placement in the statutory groupings may involve using ratings that do not match the intended application of the new ratings. This limited process is intended to assist with that transition.

Memorandum of Understanding

Group 2 Rating Review MOU

1. Any tenured teacher who has been placed in Grouping 2 under the District's 2011-2012 Summary of Honorable Dismissal List or who has received unsatisfactory or needs improvement ratings on the Summative Evaluation for the 2011-2012 school year may request a review and change of the rating which subjects the teacher to placement in Grouping 2.
2. The request for review must be submitted in writing to the Superintendent or designee within 30 calendar days from the later of:
 - a. Receipt of Notice from the District of placement in Grouping 2 on the 2011-2012 Sequence of Honorable Dismissal list; or
 - b. Receipt of a Summative Rating of Needs Improvement or Unsatisfactory on the Teachers 2011-2012 Evaluation.
3. The teacher's request must include a detailed description of the evidence and reasons supporting the request.
4. The review shall be conducted by the Superintendent or designee.
5. The review shall be completed and a written decision provided to the teacher within 75 calendar days from the Superintendent's receipt of the request. The decision must include a summary of the reasons for the decision.
6. The decision of the Superintendent or designee is final and not subject to the contractual grievance procedure.

Term of Agreement

There are various implementation dates and termination provisions within the contract.

SECTION 29.2 – TERMINATION CLAUSE

29.2 TERMINATION CLAUSE

This Agreement shall be in full force and effective from August 19, 2010~~1~~, and shall remain in force and effect ~~until~~ through August 18, 2011~~4~~, and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement as provided in Section 4.1, Section 29.2.1, or Section 29.2.2. The newly amended or included provisions in 10.31 Assignments/Salary, 10.33 Long Term Substitute (LTS), 27.1 Salary Schedule, and Addendum C Teacher Mentoring Program shall be retroactive to August 19, 2011. All other new or amended provisions shall be in full force and effect and thereafter subject to the grievance process upon ratification by the Board of Education on April xx, 2012.

Pending Legal

29.2.1 The Board, upon written notice to the Association, may terminate this Agreement following the end of the school year, June 30, in which notice is given if any of the following events occurs:

1. The Property Tax Extension Limitation Law (“PTELL”) is amended, or a new law enacted, which has the demonstrably probable effect of reducing the Board’s real estate tax levy over the previous year’s levy.
2. The law pertaining to teacher pensions is modified, or a new law enacted, which shifts any of the burden of payment for teacher pensions to the Board.

29.2.2 Either the Board or the Association may terminate this Agreement as provided for in the Transformation Task Force Memorandum of Understanding between the Board and the Association dated March 24, 2012.