

the
ELGIN
agreement

2011-2014

AGREEMENT
between the
BOARD OF EDUCATION
DISTRICT U-46
ELGIN, ILLINOIS
and the
ELGIN TEACHERS ASSOCIATION
an affiliate of the
ILLINOIS EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

The individuals whose names appear below, representing the Elgin Teachers Association and the Board of Education, District U-46, in their respective capacities, have contributed their best efforts, in mutually good faith, to the development of this Agreement.

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PREAMBLE

This Agreement, entered into this 19th day of August, 2011, is by and between the Board of Education District U-46, Elgin, Illinois, hereinafter called the "Board," and the Elgin Teachers Association affiliated with the Illinois Education Association and the National Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district, the attainment of positive educational objectives and the formulation of quality educational programs is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel; and

WHEREAS, the parties recognize that teaching is a profession requiring specialized educational qualification and that the quality of the educational program in the district is affected by the maximum utilization of the abilities of teachers and the quality and morale of the teaching staff; and

WHEREAS, the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, and other terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have agreed upon the following:

ARTICLE I

Recognition

1.1 ASSOCIATION RECOGNITION

The Board recognizes the Association as the sole and exclusive negotiating agent for the certificated employees of the district except the following classifications: superintendent, assistant superintendents, principals, assistant principals, and other full-time administrative or supervisory positions. Senior high school department division heads, athletic directors or other part-time administrative or supervisory personnel are not included in the negotiating unit. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

The word teacher shall be defined as certificated employee.

ARTICLE II

Association and Teacher Rights

2.1 NON-DISCRIMINATION (ASSOCIATION MEMBERSHIP AND ACTIVITY)

Neither the Board, nor the Association, will discriminate against any teacher because of membership or non-membership in the Association, participation or non-participation in negotiations, or because of the exercise or non-exercise of the right to file grievances or otherwise seek legally to enforce this Agreement. The Association agrees that it will fairly represent all teachers.

2.2 RIGHTS BY LAW

Nothing contained in this Agreement, unless expressly so stated, shall be construed to deprive the Board or any teacher of any right afforded by law. Enforcement of any right afforded by law (as opposed to rights created or recognized in this Agreement) shall be had exclusively through the procedures afforded by that law, and not by procedures established by this Agreement, except as expressly stated herein.

2.3 SCHOOL FACILITIES AND EQUIPMENT

2.31 Facilities for Meetings

The Association and its representatives shall have the right to use school building facilities upon prior request at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

2.32 Use of Facilities and Equipment

The Association and its representatives shall have the right, upon prior request, to use school facilities and equipment including typewriters, electronic documentation, other duplicating equipment, calculating and computing machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for

the reasonable cost of all materials and supplies incidental to such use.

2.33 Use of Facilities by Non-District Personnel

In scheduling the use of school district facilities, school district curricular or extra-curricular activities shall be given preference over any not-previously-scheduled use of facilities by outside non-school district individuals or groups.

2.4 ASSOCIATION COMMUNICATIONS AND BUSINESS

2.41 Bulletin Boards; Mail Service

The Association shall have the right to post notices of activities and matters of Association concern on bulletin board(s). The appropriate locations and assigned space will be mutually arrived at by the principal and Association Faculty Representatives. The Association shall have the right to use the school district mail service, including teacher mailboxes, for communications to teachers related to its responsibilities as the exclusive bargaining representative. The ETA Office shall be a stop on the regular school district mail delivery route. All postings and correspondence shall be identified as to its source. All mail that is sent to a building addressed to an employee or is placed in his/her mailbox is considered the personal property of that employee and shall not be subject to search or seizure without the employee's permission.

2.42 Association Business on School Property

Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property. There shall be no interruption of operations during the school day. Teachers shall attend regularly-scheduled or emergency building or district meetings when such meetings conflict with Association building meetings.

2.43 Association Representatives Visiting Schools

The Association President, Vice-Presidents and/or UniServ Director(s) shall be allowed to visit schools to investigate teaching conditions, teacher complaints, problems, or for other purposes, relating to Association affairs, provided that they make their presence known to the proper official upon entering the building.

2.44 Announcements at Faculty Meetings

The Association Faculty Representative shall be given an opportunity at each building faculty meeting to present brief reports and announcements subject to prior notice to the immediate supervisor.

2.5 ASSOCIATION-BOARD COMMUNICATIONS

2.51 Information-Sharing

The Association shall be furnished, upon request, all regularly and routinely prepared information concerning the financial condition of the school district and the monthly Board reports and minutes. In addition, the Board and administration will grant reasonable requests for any other available and pertinent information which may be relevant to negotiations or to the processing of grievances. Nothing herein shall require the central administrative staff to research and assemble information. The Association shall furnish copies of pertinent information as reasonably requested by the superintendent or by the Board. The Association will be provided with an administrative structure chart, and with job descriptions of certificated non-bargaining unit positions. Future changes in either will be communicated to the Association as soon as possible. The Board shall provide the Association with a completed copy of the annual audit by October 15th of each year, or within 5 days of submission to ESR, whichever occurs first.

2.52 Association Recognition at Board Meetings

The Board agrees to recognize representatives of the Association at its regular meetings to discuss appropriate topics. To insure proper consideration of each topic, the Association shall submit its request in writing to the superintendent, giving details of the topic to be discussed. Such requests shall be submitted prior to the time the agenda is prepared for the meeting of the Board. The Association shall not use this channel to circumvent the negotiations process.

2.53 Monthly Contract Meetings

Representatives of the superintendent and the Association will meet once a month during the regular school year at a time convenient to both parties for the purpose of discussing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association for approval, the same as this Agreement.

2.54 School/Department Committees

2.54.1 Composition

The teachers in each school/department and in each of the Special Services Departments shall elect representatives to a school/department committee as follows:

Elementary - shall elect one teacher from each grade level and one teacher from special services.

Secondary - shall elect one teacher from each department and one teacher from special services.

Special Services - shall elect on a ratio of one (1) per ten (10) teachers or fraction thereof in each department, but not fewer than three (3).

Notwithstanding the foregoing, prior to the formation of the committee for any school year, a majority of all the teachers and the building/program administration may mutually agree to vary the size and composition of the school/department committee for their school/department, provided that in no event shall the school/department committee have fewer than three (3) teachers. Absent such mutual agreement for any school year, the composition of the committee shall be as set forth above.

The committee shall elect its chairperson and secretary.

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 Excessive Teaching Loads/Caseloads. 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.

2.54.3 Functioning

The committee shall meet as needed, but not less frequently than monthly with the administration. The committee will prepare and post an agenda on the teachers' bulletin board, or appropriate alternative communication mode, two (2) days prior to the committee meeting. School/department committee minutes will be distributed to all teachers within two (2) days of a meeting. All members of the school/department committee shall receive copies of the school/department budget by October 1 of each school year and the regular monthly update each month thereafter.

2.55 Teacher Involvement in Building Planning

The planning of all new building educational specifications shall include the active involvement of Association-appointed teachers.

2.56 Building Policies

Teachers will be advised of building policies and proposed new policies.

2.6 PAYROLL DUES DEDUCTIONS

2.61 Association Dues Deductions

Any teacher who is a member of the Association may sign and present to the Board an assignment authorizing deduction of membership dues in the Association. Pursuant to such authorization, the Board shall deduct such sum as specified by the Association in one (1) full payment or in equal payments starting in the month in which authorization begins.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 15 of any year. Whenever possible, deductions shall be remitted to the treasurer of the Association within three (3) days after the deduction(s) are made. A computerized list of the names, employee IDs, and amount deducted from each individual shall also be submitted to the Association within ten (10) days following each deduction. Upon termination of a teacher's employment, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).

The Association shall defend the District and hold it harmless from any claim(s) or liabilities arising out of the administration of this Section 2.61.

2.62 Fair Share

2.62.1

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association, such teacher will:

- (a) Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration, measured by the amount of dues required by members; or
- (b) Pay directly to the Association a like sum. In any event, the money shall be handled in the same manner as Section 2.61.

2.62.2

In the event such an authorization is not signed or such direct payment is not made within sixty (60) days following the commencement of employment of

the teacher or the effective date of this Agreement, whichever is later, the Board shall deduct the Agency Fee in equal payments from the regular salary check of the teacher beginning with the check following notification by the Association. Upon termination of a teacher's employment, the Board shall deduct all of the unpaid Fee from the remaining check(s).

2.62.3

The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Sections 2.62.2 above, including reimbursement for any legal fees or expenses incurred in connection therewith.

2.62.4

The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section 2.62.2 above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

2.62.5

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization in accordance with the IELRA.

2.62.6

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

2.63 Other Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for tax sheltered annuities, Kane County Teachers Credit Union, United Community Fund, insurance or any other plans or programs jointly approved by the Association and the Board. Deduction for tax sheltered annuities shall be transmitted to authorized companies within five (5) business days of each pay day. The Board shall allow teachers to make changes in these deductions in any month as long as the Human Resources Office receives written notice prior to the month in which the deduction is to become effective.

2.7 PRIVATE LIFE OF TEACHERS

The private and personal life of any teacher is not within the appropriate concern or attention of the Board, and the Board shall take no position concerning such activities, subject to the Board's right to evaluate any teacher's competence, performance, or effectiveness as a teacher.

2.8 NON-DISCRIMINATION

The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status.

2.9 ORIENTATION OF NEW TEACHERS

The parties will jointly design a New Teacher Orientation. A block of ninety minutes shall be designated for use by the Association to introduce new teachers to Association leaders and to explain Association programs and services. Additional time may be agreed upon between the Board/designee and the Association.

The Association shall bear all costs incurred for this part of the program.

2.10 ASSOCIATION PRESIDENT RELEASE

The Association President shall be released from not less than three-fifths of his/her teaching duties for the purpose of performing his/her duties as Association President. He/she shall be encouraged, but not required, to attend faculty meetings, workshops, conferences, or institutes and shall not be given non-teaching or extra-curricular assignments during the school year. He/she shall be paid on the regular salary schedule and shall be returned to full-time status in the same department upon termination of the period. He/she shall be considered a full-time employee of the district with respect to the Illinois State Teachers Retirement System, all fringe benefits, tenure status, seniority, and placement on the salary schedule.

The Association shall reimburse the District for the salary and pension of the substitute for that portion for which the President is released. The salary and pension shall not exceed an amount equivalent to the beginning salary and pension.

2.11 ASSOCIATION SECURITY

The tenured members of the Association's Board of Directors will be deemed to possess top seniority in any reduction in force. The President of the Association shall certify all eligible persons during the first week of school and their eligibility shall extend for one year or until a notice is sent from the Association President to decertify a particular person.

2.12 TEACHER DISCIPLINE

In the event the District takes a disciplinary action against a teacher, the standard to be applied is whether or not the disciplinary action was for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate a teacher or to not renew the contract of a teacher.

2.13 STAFF DIRECTORY FOR ASSOCIATION

The Association shall be given five (5) copies of the current professional staff directory by October 15 of each year, to be supplemented by those parts of the Board Report relating to newly-employed professional staff members. Each teacher shall be given a copy of the professional staff directory as soon as possible. Such directory shall include both an alphabetical listing of employees and a list of employees by building or department, as applicable.

ARTICLE III

Board's Rights

The Association recognizes that the Board has responsibilities and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this Agreement.

ARTICLE IV

Negotiations Procedures

4.1 NOTICE TO MODIFY, AMEND OR TERMINATE

If either party desires to modify, amend, or terminate this contract, a written notice must be submitted to the other party during the period of March 1 to March 31. The parties may also mutually agree to modify or amend prior to March 1. Negotiations meetings will be held as necessary at times and places mutually agreed to by both parties.

4.2 PROCEDURES

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party. A maximum of eight designated representatives to be selected by the Board and a maximum of eight designated representatives to be selected by the Association shall meet for the purpose of negotiating and seeking agreement. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.

Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. During the course of any negotiations described in this Article, the parties mutually pledge to deal with each other openly and fairly and to sincerely endeavor to reach agreement.

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representatives of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other

terms and conditions of employment, or the negotiations of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

4.3 IMPASSE PROCEDURE

4.31 Mediation

If after a reasonable period of negotiations and within 45 days of the scheduled start of the forthcoming school year agreement has not been reached on all items, either party may request mediation as a means of attempting resolution of the item or items in dispute. The Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.

4.32 Costs

Any cost incurred through mediation will be shared equally by the Board and the Association.

ARTICLE V

Grievance Procedure

5.1 GRIEVANCE DEFINITION

Any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

5.2 TEACHER PROTECTION

All teachers will be entitled to fair, reasonable and equitable treatment when processing grievances. A teacher who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

5.3 TEACHER RIGHTS

Any teacher shall have the right to present grievances in accordance with these procedures and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

5.4 TIME LIMITS

The time limits provided in this Article shall be strictly observed. Time limits may be extended by written agreement of the parties or by verbal agreement in scheduling Step II and Step III hearings. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to

process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

5.5 CONFORMITY WITH AGREEMENT

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

5.6 ADVANCED STEP FILING

A grievance claim on behalf of two or more teachers having the same grievance and grievances involving an administrator other than building level administrators may be filed by the Association at Step II of the formal grievance procedure. In all instances, grievances filed by the Association must be filed within ten (10) school days after the event giving rise to the grievances unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be ten (10) school days from the time when the event should have been known in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present.

5.7 WITHDRAWING GRIEVANCES

A grievance may be withdrawn at any level by the grievant.

5.8 PROCEDURES

Any teacher who believes there is a basis for a grievance may discuss the matter informally with his/her immediate supervisor.

5.81 Formal Grievances

The following formal grievance procedure may be invoked by a grievant: (See Grievance Report Form - Appendix A).

Step I (Immediate Supervisor)

The grievant may submit to the immediate supervisor, within twenty (20) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be twenty (20) school days from the time when the event could have been known in the exercise of reasonable diligence, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the teacher to the Association representative and by the immediate supervisor to the superintendent. Within ten (10) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the teacher and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within ten (10) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.

Step II (Superintendent)

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the superintendent. Within ten (10) school days the superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within ten (10) school days of the meeting the superintendent shall indicate in writing his/her disposition by completing his/her portion of Step II and forwarding it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

Step III (Board of Education)

If the grievant is not satisfied with the disposition made by the superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) school days after receiving the disposition of the superintendent or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the superintendent or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board at its next regularly-scheduled meeting, or subsequent meeting as agreed by the grievant, shall meet with the grievant, the Association representative, and the superintendent and/or his/her designee, to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

Step IV (Arbitration)

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board the Grievance Report Form, Step IV, within twenty (20) school days of receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived.

If the American Arbitration Association is not notified within thirty (30) days of the notification to the Board, the grievance shall be considered waived. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration

Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Both the Board and the Association shall have the right to reject one panel in its entirety and request that a new panel be submitted. Either party has the right to request that any panel that is submitted be limited to members of the National Academy of Arbitrators. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding. The Board and the Association shall share equally the cost of the arbitration.

5.9 REPRESENTATION AND WITNESSES

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

ARTICLE VI

Teaching Conditions and Physical Setting

6.1 CLERICAL AIDES AND EQUIPMENT

The Board agrees to make available in each school adequate duplicating, electronic documentation or comparable copying facilities to aid teachers in the preparation of instructional materials.

During the term of the Agreement clerical time will be assigned as follows

Each high school at the rate of 6 hours per day

Each middle school at the rate of 3 hours per day

Elementary schools will be paired, based upon staff size, with each pair allocated a total of 15 hours per week

to give adequate clerical support to all teachers for the preparation of instructional materials and related non-teaching tasks. These clerical aides shall be available for not less than the total number of student attendance days for the equivalent of three hours per day. The exact dates shall be determined by the committee.

The teachers at each school shall select annually a committee who, with the principal or supervisor in each school, shall mutually describe in writing the duties to be performed by the aides who are to be assigned to their school or department, with the primary, but not exclusive, duties being the preparation of instructional materials.

6.2 WORKING HOURS

6.21 Duty-Free Lunch Period

All teachers shall be entitled to a duty-free, uninterrupted lunch period equal to the regular, local school lunch period but not less

than thirty (30) minutes in each school day. Accommodations for coverage will be provided for exceptional situations.

6.22 Relief Periods

All elementary teachers may have at least a ten (10) minute relief period in both the morning and afternoon each day. It shall be the teacher's responsibility, as spelled out in the School Code, to provide adequate supervision for his/her class during his/her absence during these relief periods.

6.23 Reporting and Dismissal Times

Teachers shall be required to report for duty reasonably prior to the arrival of students so as to be prepared for class instruction and shall remain on duty for a reasonable period of time after the students leave, so as to be available for student and/or parent conferences, and other professionally related tasks, subject to the provisions of Section 6.5, unless mutually otherwise agreed between the principal and the teacher. On the last day of school, the length of the day for teachers shall be three (3) hours from the time school begins for students. Any faculty meeting scheduled for teachers on the last day of school shall be during this three- (3) hour period and shall conform to the provisions of Section 6.5. On high school exam days, teachers at the high schools shall remain on duty until the end of the last exam for that day.

6.3 TELEPHONE FACILITIES

Telephone facilities shall be made available to teachers.

6.4 PARENT/STUDENT CONFERENCES

A teacher will be notified as far in advance as possible in the event a conference is requested by a parent or guardian.

It is understood that parent and/or student conferences are normally held in the classroom. In the event another setting may be required, arrangements shall be made for same through the principal.

6.5 TEACHER COLLABORATIVE TIME

Beginning with the 2012-2013 school term, the following teacher collaboration time shall be implemented for the months of September through May: two hundred forty (240) minutes per month which can include SIP, Rtl, PBIS, Grade/Dept./articulation committee meetings, and faculty meetings; with the exception of December which will be one hundred twenty (120) minutes. Informal collaborative meetings between two or more teachers also will be included. Collaborative time can be done during the work day when feasible. Collaborative time shall be a minimum of 30 minutes. Meetings may include, but are not limited to face-to-face, conference calls, interactive webinars and video conferencing. One (1) meeting will be led jointly by a site administrator and a teacher. This jointly-led meeting shall not exceed 75 minutes in length. All other meetings will be teacher-led. Teacher-led is defined as setting agendas, content, and delivery to colleagues. Evidence of work shall be recorded on a standardized time reporting form.

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.

In the case where the teacher's instructional time is 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 choose to fulfill their Teacher Collaboration time at their assigned sites and/or within their District Area as defined in 13.12.1 Areas.

District-wide special education departments may have quarterly meetings. Teachers may choose to include these meetings as part of their Teacher Collaborative time. 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 receive pay in accordance with Section 10.47 of the Elgin Agreement for attendance.

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. Emergency faculty

meetings shall not exceed one hour in length unless it's mutually agreed to by the faculty and principal to extend the time. These meetings shall be defined as a meeting of the entire faculty.

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.

6.7 CLASSROOM OBSERVATIONS/INTERRUPTIONS

6.71 Non-Administrative Observations

Observations of the teacher's class by persons other than district administrative personnel shall be conducted only after arrangements have been made reasonably in advance with the teacher involved by the building principal, provided that the teacher may make such arrangements on his/her own initiative with notice to the principal.

6.72 Classroom Interruptions

Every effort shall be made to provide that classrooms in which classes are being held will be free of unnecessary interruptions.

6.8 SMOCKS AND SAFETY GLASSES

The Board shall continue to make available smocks and safety glasses for all teachers assigned subject areas where the teacher is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials, and similar agents.

6.9 LOCKABLE SPACES

A locker, file cabinet, or other comparable lockable space shall be provided for each classroom teacher in his/her building. A lockable space shall be provided for each itinerant teacher in each building to which he/she is assigned. This lockable space

shall be of adequate size to provide storage for each teacher's personal property.

6.10 MAJOR BUILDING REPAIRS

Major building repairs and improvements (excluding new construction) shall be made during the time when the students are not present. Need for emergency repairs to make the repair or improvement, avoidance of premium construction costs and/or overtime and/or nonavailability of means to accomplish the work shall be deemed legitimate basis to schedule the work during the time students are present.

6.11 ADEQUATE HOUSING FOR TEACHERS

A building administrator and the head Faculty Representatives shall survey their respective buildings to determine the extent to which teachers are inadequately housed. One survey shall be conducted and completed by October 1 and the second survey shall be conducted and completed by the conclusion of the second week of the second semester of the school year. The purpose of the survey is to identify the problem situations and cooperatively work out solutions which might include the following: change schedules, move in a portable, divide a room, provide for ventilation and lighting, move the function to another location, no change. Results of the surveys will be shared as an issue with the School/Department Committee.

6.12 TEACHER VISITATIONS

Any teacher may request released time from regular teaching duties for the purpose of visiting and observing another classroom or other teaching situations in the school, in another school in the district, or in a school outside the district. Such visits and observations shall be for the purpose of improving that teacher's teaching effectiveness and/or to report the observations to other teachers. Upon approval of the immediate supervisor, a substitute shall be provided, in accordance with Section 10.32 of this Agreement, and without loss in pay to the teacher granted such approval.

6.13 CLEANING AND MAINTAINING SCHOOL FACILITIES

No teacher will be required to perform any cleaning or maintaining of school facilities other than stated in 105 ILCS 5/24-17 of the School Code.

6.14 ADMINISTRATION OF MEDICATION

Under no circumstances shall teachers, except certified school nurses, be required to administer medication to students.

6.15 COMPENSATION – MOVING CLASSROOMS

Any teacher who is required to pack and move teaching materials from a classroom where the teacher teaches his/her full academic schedule, shall be compensated \$100 for packing, moving, and unpacking the materials. This paragraph will not apply to teachers moving for voluntary reasons such as voluntary transfers or moving to a more preferable location and teachers who are not recalled prior to October 1st of the following school term.

ARTICLE VII

Curriculum and Instruction

7.1 REFERENCE MATERIALS/IMC SATELLITE CENTER

The Board and the Association mutually recognize the importance of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall make available a professional Instructional Materials Satellite Center in each school in the district and, to the extent of available budgetary resources, include therein professional texts which are reasonably requested by the teachers of each school. Duplication of materials which may be available in the Instructional Materials Center, if any, shall be limited to materials regularly used by teachers in each school. Additionally, the Board agrees to continue to improve and make available to teachers the reference and other materials in the Instructional Materials Center.

7.2 TEACHING EQUIPMENT/TEXTS/MATERIALS

Each teacher shall be provided texts, reference books, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, periodicals, standard tests, questionnaires, and other comparable tools of the teaching profession as are reasonably requested for use in carrying out the prescribed educational program at no cost to the teacher. Further, that efforts shall be continued by the administration and teachers to seek and use textbooks and supplementary materials which reflect the role and contribution of minority groups to the history and the scientific and social development of the United States. It is expressly recognized that this paragraph shall apply to individualized as well as group-oriented educational programs and shall be implemented to the full extent of the educational materials that are suitable for use in classrooms. These materials shall be provided within the confines of the bilingual program budget and/or building/school department budget.

7.3 INSTRUCTIONAL COUNCIL

The Instructional Council is advisory and shall be continued as a permanent source of recommendations on major instructional matters to the Board of Education. Guidelines regulating the functioning of the Council shall be continued, except as modified by the Council pursuant to the terms of such guidelines and except as provided as follows:

7.31 Composition/Chairperson

Six members serving staggered three-year terms selected from the following groups shall be appointed by the Elgin Teachers Association:

- 1 Special Education Teacher
- 3 Elementary School Teachers
- 1 Middle School Teacher
- 1 Senior High School Teacher

Ten (10) members serving staggered three-year terms through elections conducted by the ETA from their respective groups as follows:

- 2 Special Education Teachers
- 3 Elementary School Teachers
- 2 Middle School Teacher
- 2 Senior High School Teachers
- 1 Bilingual Teacher

Three (3) Lay Members serving staggered three-year terms selected by the Council.

Two (2) members appointed by their particular groups for terms of three years:

- 2 Directors/Coordinators

Six (6) members appointed by their particular groups for rotating two-year terms:

- 2 Elementary Principals
- 1 Middle School Principal

- 1 Senior High School Principal
- 2 Divisional Chairpersons
- 1 At-Large Administrative Position

One permanent member:

Superintendent or his/her designee who will serve as permanent chairperson of the Council.

Terms: Appointed and elected members of the Council are limited to two consecutive terms on the council.

7.32 Scope of Activity

Recommendations from the Council to be submitted to the Board for final action shall include the following initiatives: teaching techniques, areas of instruction, textbook selection, curriculum guides, pupil evaluation, philosophy and educational goals of the district, research and experimental projects, educational specifications for new buildings, programs for non-English speaking students, minority group studies included in the instructional program and other significant educational matters.

7.33 Functioning

The Instructional Council shall meet during the normal school day, monthly throughout the school year, however, monthly meetings may be cancelled or additional meetings may be added as necessary. In addition, the Superintendent, or his/her designee, in the Superintendent's/designee's discretion, may also require additional meetings as needed. The Instructional Council may appoint task force study committees to make recommendations to the Council. Whenever feasible, school district proposals for special federal, state, or private grants may be initiated and processed by the Council before such proposals are submitted to the respective state, federal or private agencies. The Instructional Council may request the services of persons with specialized expertise for information and recommendations as necessary. The Instructional Council may encourage, receive, and act on suggestions and recommendations made by school district personnel or community members. The Instructional Council shall present its recommendations and reports to the Board through the Superintendent and Council Chairperson. The Board agrees to provide adequate

secretarial/clerical assistance requested by the Instructional Council. All actions of the Instructional Council shall be consistent with the provisions of this Agreement.

ARTICLE VIII

Class Size, Class Load, and Specialized Instruction

8.1 EXCESSIVE TEACHING LOADS /CASELOADS

Any teacher who feels that his/her teaching load/caseload is excessive may file a written request for an evaluation of the situation with the site administration/ immediate supervisor and School Department. 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.

8.2 CLASS LOADS

8.21 High School

High school teachers shall have an instructional load not to exceed five (5) regular class periods. With the consent of a tenure teacher, the teacher may be assigned an annual instructional load exceeding five (5) regular class periods. If no tenure teacher is qualified or elects to teach a sixth class, a probationary teacher may be requested to teach the class. The ETA shall be notified of the need to make such a request. The request shall be in order of seniority (most to least). The selection of a first year candidate for a sixth class shall be a collaborative decision between the building Principal, the Divisional Chairperson, the ETA head representative in the building and the School/Department Chairperson. All classroom teachers and counselors shall be assigned supervision. No position for which a stipend is paid may be substituted for supervision. The supervisory load during the student attendance

day shall not exceed an average of thirty (30) minutes per day over the year. If there are no volunteers, a teacher may be assigned one (1) study hall in lieu of one (1) instructional period. Supervision of students shall include, but not be limited to, study hall, library, and/or hall supervision. Such supervisory duties shall be assigned each year pursuant to a plan jointly determined by the school/department committee and the building administration

8.22 Middle School

Middle school teachers shall have an instructional/supervisory load not to exceed two-hundred seventy (270) minutes per day during the student attendance day with the instructional load not to exceed two-hundred twenty-five (225) minutes per day and five (5) instructional groups. A tenure teacher may volunteer for an instructional load not to exceed two-hundred seventy (270) minutes per day and six (6) instructional groups. The supervisory load shall not exceed forty-five (45) minutes and shall be limited to one assignment of student supervision which shall include, but not be limited to, study hall, library, lunchroom and/or hall supervision. Such supervisory duties shall be assigned each year pursuant to a plan jointly determined by the school/department committee and the building administration.

8.23 Elementary School

Elementary teachers shall have no more than twenty-six (26) clock hours of pupil contact teaching assignments per week less established break periods, but not including individual student conferences that may be scheduled by the teacher.

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.

8.25 Work Load

The work load/schedule for a special education classroom teacher shall be consistent with the contractual provisions that apply to the same level (elementary, middle or high school) to which the special education program is assigned whenever possible.

8.26 Special Education Caseload

When creating a special education caseload, supervisors will provide an opportunity for collaborative input. Flexibility will be used in structuring caseloads. Training for case managers will be provided as needed.

8.3 REGULAR ELEMENTARY SPECIAL SERVICES CLASSES

A kindergarten-sixth grade classroom teacher may use the time during which his/her students are in special classes such as art, music, or physical education as a preparation/conference period.

8.4 SPECIAL EDUCATION INSTRUCTION

8.41 Notification of Problems

When teachers are working with children with special education problems, they shall be notified by the special education department of the nature of the special learning needs of the students.

A procedures manual for staffing, testing, and placement of perceived disabled students shall be made available in each building for teacher use. Teachers shall receive notification of any procedural modification prior to its implementation.

Special Education students who transfer in during the school year will be staffed to discuss specific problems, test scores, psychological evaluations, and other available pertinent information upon the receipt of such information from the sending district.

8.42 Adjustment for Behavioral Problems

When a teacher has one or more students in a class who have been independently evaluated as disabled, and when such student's behavior disrupts the learning environment, appropriate recognition shall be given by means of reduced class size through reassignment to other classes, or other methods or resolution.

8.43 Service Team Meetings

Participants in service team meetings will collaboratively develop a plan regarding scheduling/operation of the team in order to provide comprehensive services to our students. Substitutes will be available to all schools to facilitate scheduling during the school day. Teachers on service teams who work beyond the regular school day are entitled to up to one additional hour per week of actual recorded worked time provided that the entire regular school day is also used for service team. A protocol will be utilized to resolve service team policy and procedure issues. Any unresolved service team policy/procedure issue may be taken to the Protocol Review Committee as designated in the Special Education Procedures Manual (Red Book).

The Special Education Policy and Procedures Manual (Red Book) shall be on the table during these meetings.

8.44 IEP Meetings

(meetings requiring IEP 10-day parent notification ISBE # 34.57D 7/07; or any amendments thereto.)

IEP meetings shall be scheduled during the school day whenever possible and substitutes shall be provided. Participants required to attend IEP meetings scheduled outside the school day shall be compensated according to 10.47 of the Elgin Agreement.

The Special Education policy and Procedures Manual (Red Book) shall be on the table during these meetings.

8.44.1 Released Time for IEP's

Each teacher who is responsible for preparing IEP's shall have two (2) full days of released time or hourly equivalent¹ during the school year, to be scheduled at a time mutually agreeable between the building principal and the teacher, for the purpose of preparing such IEP's. Section 10.32 shall apply only to teachers in self-contained or secondary resource classrooms for such released time.

8.44.2 Released Time for Annual Reviews

Each teacher who is responsible for preparing IEP's shall have the hourly equivalent of two (2) days of released time² in order to conduct annual reviews. Section 10.32 shall apply only to teachers in self-contained or secondary resource classrooms for such released time.

8.45 Special Education Committee (SEC)

The SEC shall be a permanent structure designed to obtain information from all sources throughout the district concerning Special Education and share issues/changes regarding Special Education with district employees.

8.45.1 Scope of Activity

The SEC will assist in the planning, coordinating and implementing of any changes occurring within Special Education. The committee will collect information from all relevant sources throughout the school district and outside of the district. Participants will discuss concerns/issues and generate ideas for improvements within the Special Education Department. Further, the committee will disseminate information regarding the Special Education Department, including changes in policies and procedures (state, federal, district).

¹ For the purpose of 8.44.1, the 'hourly equivalent' of two (2) days of released time shall be 12 hours.

² For the purpose of 8.44.2, the 'hourly equivalent' of two (2) days of released time shall be 12 hours.

At each meeting, the administration will provide the committee with the most recent financial report as provided to the Board of Education and the regular monthly budget update.

8.45.11 Functioning

The SEC shall meet monthly throughout the year (unless adjustments in scheduling are made by the SEC). When school is in session, the SEC will meet during the normal school day.

The SEC may appoint task force study committees to make recommendations to the SEC. The SEC will review the recommendations and recommend changes accordingly. These SEC recommendations will be considered for department implementation. Outcomes will be provided to the SEC regarding the recommendations and the decisions resulting from these recommendations. Existing special education committees will provide the SEC with information regarding their activities.

An elections committee will be formed composed of a special education representative, ETA representatives and special education secretary. This committee will conduct elections.

The SEC will be co-chaired by one regular education representative, one special education representative and the Director of Special Education.

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, music therapists, facilitator/diagnosticians, adapted PE, home/hospital)

Low Incidence (1)
(PH, EN, hearing, vision)

High Incidence (5)
(Cross Categorical - Instructional, Cross Categorical – Resource, ED, ILP, 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 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.

8.46 Electronic Documentation

The parties agree to appoint a joint committee composed by three (3) persons appointed by the ETA and three (3) persons appointed by the Administration with one from Information Services to discuss and process issues related to electronic documentation or other teacher-related non-instructional technology.

ARTICLE IX

Teachers' Authority and Protection

9.1 STUDENT DISCIPLINE DEFINITION

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

9.2 DISTRICT RESPONSIBILITIES IN STUDENT DISCIPLINE

The District shall continue to implement a program of identifying cases of students with chronic personality or psychological problems which endanger the success of the educational program, and of attempting correction of such problems to the full extent of available resources and competence. Whenever it is determined by the teacher and principal or his designee that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board shall take reasonable steps to provide the appropriate attention needed by such student. Building principals, and the central administrative staff, shall reasonably support teachers in connection with all matters relating to student discipline.

9.3 CERTIFICATED PERSONNEL RESPONSIBILITIES IN STUDENT DISCIPLINE

Teachers and other certificated educational employees of the district shall enforce student discipline as provided by Section 24-24 of the School Code. It is recognized that discipline problems are less likely to occur in classes, and elsewhere in the learning environment, where student interest in the educational program is maintained at a high level through effective teaching and leadership techniques. It is also recognized that when discipline problems occur, such problems may be dealt with most constructively by encouragement, praise, and emphasis upon the child's positive characteristics. A teacher may, in accordance with district student discipline guidelines, impose

usual and customary methods to enforce classroom discipline as necessary in cases of minor breaches of student discipline.

9.4 EXCLUSIONS FROM CLASS

In any case where usual and customary methods fail to correct a student discipline problem, and where, because of the magnitude of the breach of discipline, or the persistence of the misconduct, the educational program is disrupted, the teacher may exclude the offending student from class. The teacher must notify the principal of such exclusion by the end of the class period. The teacher may, in such a case, request that readmission to class be preceded by a private conference between any or all of the following persons: the teacher, the building principal or his/her designee, the student, the student's parents or guardian. If such a request is made the conference shall be held as a condition to readmission. If the student's parents or guardian are requested to attend the conference, and they do not, the conference will be held without them.

9.5 STUDENT DISCIPLINARY RECORDS

Each building principal, or his/her appropriate designee, shall maintain records of student disciplinary matters of which he/she has been made aware and shall make available for review by a teacher an individual student's record in connection with a specific disciplinary problem posed by that student for that teacher. The disciplinary log of high school students transferred from one building to another shall accompany them.

9.6 ASSAULTS UPON TEACHERS

9.61 Recognition of Responsibilities

Assaults on teachers shall continue to be regarded by district authorities as matters of grave concern. Assault is a statement or action which carries with it a threat of imminent physical harm to the employee and a reasonable belief by the individual employee that there is the threat of physical harm. The district recognizes the lawful right of a teacher to protect himself/herself or a student in a case of an unavoidable physical assault. The employee has the right to file a police report if he/she believes that an assault has occurred. In any case when an assault occurs during the assaulted teacher's performance of his/her

duties, such assault shall be reported to the immediate supervisor and the immediate supervisor shall immediately report to other school authorities.

9.62 Battery Upon Teachers

Battery is a physical attack upon an employee. Upon written notification, the district shall contact law enforcement authorities to initiate a criminal investigation.

9.63 Legal Implications/Work Time Lost

In the event of an assault on a teacher, the Board shall, upon request, provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities. Work time lost to the teacher as a result of personal injury due to such assault or because of a subpoena to appear as a witness in connection with such assault shall result in no loss of wages to the teacher and shall not be charged to the teacher's sick leave account.

9.7 PARENT OR STUDENT COMPLAINTS

A complaint about a teacher from a parent, student, or other individual shall be made known to such teacher in writing, including the name of the complainant and the nature of the complaint, before any action based upon such complaint is taken against the teacher. The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and/or before any reference pertaining to such complaint is placed in the teacher's personnel file. If the district's decision is to take no action, the teacher shall be notified of such decision within twenty (20) school days of the complaint except where there is a concurrent investigation by a non-district agency. In the event such an investigation occurs, the teacher involved will be notified of said fact and the requirement for notification within twenty (20) school days shall not apply. In the event such an investigation by a non-district agency is ongoing, the teacher involved will be notified of said fact and the requirement for notification by the district shall be five (5) school days from the notification of completion of said investigation or within twenty (20) school days whichever is greater.

9.8 ADMINISTRATIVE INCIDENT REPORT

An administrative incident report about a teacher shall be made known to such teacher in writing and discussed with the teacher at a meeting held within three (3) school days of the incident. The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and/or before any reference pertaining to such incident is placed in the teacher's personnel file. Such incident report shall be provided to the teacher at a meeting held within twenty (20) school days of the incident except where there is a concurrent investigation by a non-district agency. In the event such an investigation occurs, the teacher involved will be notified that a non-district investigation is ongoing, the teacher involved will be notified of said fact and the requirement for notification within twenty (20) school days shall not apply. In the event such an investigation by a non-district agency is ongoing, the teacher involved will be notified of said fact and the requirement for notification by the district shall be five (5) school days from the notification of completion of said investigation or within twenty (20) school days whichever is greater.

9.9 ASSOCIATION REPRESENTATION DURING TEACHER DISCIPLINE

A teacher shall be entitled to have present an Association representative when the teacher is being reprimanded, warned, disciplined, or dismissed, excluding informal criticisms or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made, no action shall be taken with respect to the teacher until such Association representative is present. Requests from administrators to teachers to attend such a meeting or conference shall be in writing and shall include the purpose of the meeting.

ARTICLE X

General Employment Practices

10.1 PHYSICAL EXAMINATIONS

The Board requires that all new teachers provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a licensed physician of the teacher's choice not more than ninety (90) days preceding the time of presentation to the Board and the cost of such examination shall rest with the teacher.

The Board may require a subsequent examination, in accordance with Section 24-5 of the Illinois School Code, when, in its judgment, such an examination is relevant to teacher performance or status. The examining physician may be selected by the teacher, but must be approved by the Board, and the Board shall pay the cost of the required examination.

Physical examination forms will be available in the Human Resources Office.

New teachers not complying with this regulation within forty-five (45) days of their initial employment will have their first check following employment and all subsequent checks held until compliance is satisfied. Each new teacher shall be advised in writing of this requirement at the time of employment.

10.2 FILLING PARTIAL YEAR VACANCIES

Any teacher employed to fill a partial year vacancy shall be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate and his/her major or minor field of study. Such teachers shall be placed at the appropriate step of the regular teachers' salary schedule. When such fully-certified teachers cannot be obtained as specified above, a qualified substitute may be employed only until such time as a fully-certified teacher can be employed.

10.3 SUBSTITUTE TEACHERS

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.

10.32 Employed for all Teachers; Duties

Substitute teachers shall be employed, when available, for all absent teachers including art, music, physical education, and other special teachers and nurses. Substitute teachers shall be expected to perform all duties normally performed by the regular teacher.

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.

10.4 EXTENDED SCHOOL PROGRAMS

10.41 Definition

Extended school programs are defined as any program(s) of instruction offered by the school district outside of regular school hours excluding Gifted Education, and Orphanage Act programs.

10.42 Selection

Extended school appointments shall be awarded on the basis of seniority (most to least) within a specific program of instruction in the extended school. In the event two or more teachers possess the same length of extended school seniority, teachers with the greatest length of service with the district as provided in Section 12.1 shall be awarded the position. Seniority in the extended school program(s) shall be broken by an absence of two consecutive years from such program.

10.43 Qualifications

Teachers may teach only those courses in extended school for which they are certified and qualified.

10.44 Evaluation

Teachers may be evaluated at least once during each extended school program. The evaluation will be for the purpose of improvement of instruction. The evaluation form shall be as set forth in Appendix C.

10.45 Notification to Summer School Teachers

Tentative notification of employment shall be given to summer school teachers by May 15.

10.46 Summer School Payment Schedule

Pay for summer school work shall be paid in accordance with standard payroll procedures. All required records and district material must be turned into the summer school administrator prior to the issuance of the paycheck.

10.47 Rate of Pay

The rate of pay for extended school programs shall be \$27.73 per hour for 2011-12, \$27.94 per hour for 2012-13, and \$28.15 per hour for 2013-14.

10.5 TEACHER INVOLVEMENT PRACTICES

Where possible, when a candidate is being considered for a teaching position, particularly when the candidate is required to have competency in a specialized area, an opinion in judgment of the candidate's competency shall be sought from teachers presently on the staff who possess skills of a similar nature.

10.6 MULTI-ETHNIC FACULTY REPRESENTATION

The Board recognizes the desirability of multi-ethnic representation on the teacher faculty.

10.7 SUBSTITUTES FOR PRINCIPALS/SUPERVISORS

In all cases when a principal or supervisor is absent, the teachers in that school or department shall be informed of the qualified person designated as the substitute principal or supervisor.

10.8 PART-TIME TENURE

The parties expressly agree that in the event a part-time teaching position is agreed to by a teacher who has tenure and there is no interruption in the teacher's continuous service, such agreement by the tenured teacher shall not cause that teacher to lose tenure. A tenured part-time teacher shall accrue seniority in proportion to the time worked.

ARTICLE XI

Vacancies and Promotions

11.1 POSTING PROMOTIONAL AND EXTRA PAY VACANCIES

All openings for principals, supervisors, coordinators, division chairmen, and directors or extra-compensation positions shall be posted by the Superintendent or his/her designee. These notices shall be posted in the offices and faculty rooms of all buildings.

These notices will include the job description, effective date of vacancy, kind of certificate necessary, information concerning the securing and deadline for filing of the application, and for promotional positions the time and place of the interview.

11.2 DATES OF POSTINGS; NOTICE OF INTERVIEW

Notice of any promotional vacancy shall be posted at least twenty (20) days prior to the filling of vacancies and shall state the deadline for receiving applications in the office of the Superintendent. Notice of extra-compensation position vacancies shall be posted at least ten (10) days prior to the filling of such vacancies. The Superintendent or his/her designee shall notify candidates by telephone or letter as to the time and place of interview for promotional vacancies. On an emergency basis, a position may be filled on a temporary basis until the procedures of this Article can be followed.

11.3 APPLICATION PROCEDURE

The applicant must be certified for the position, or the applicant's credit must be acceptable for certification. Any qualified teacher may apply for the positions described in Section 11.1 above, and all applications will be given due consideration. Application can be made by providing a written notice of interest to the Human Resources Office.

11.4 SELECTION BASIS

Selection for extra-compensation positions shall be based on the applicant's ability to relate to others, personality and character, health, academic background, District U-46 teaching experience, and ordinarily, a personal interview.

11.5 NON-DISCRIMINATION

Selections for appointment to promotional or extra-compensation positions shall be made without regard to race, creed, color, religion, national origin, sex, or marital status.

ARTICLE XII

Special Note: Both parties recognize that the provisions contained within Article XII can be difficult to fully comprehend. In an attempt to raise the level of understanding pertaining to reassignment and transfer a flowchart has been created. It is agreed that the [Flowchart](#) contained in the Memorandum of Understanding attached to this collective bargaining agreement will act as a source of direction on transfer/IVT/recall of RIF'd teachers. The language contained herein shall govern if it is found that a discrepancy exists between the two.

Reassignments and Transfers

12.1 DETERMINATION OF SENIORITY

Length of continuous service shall be computed from the most recent date on which the teacher commenced working on a full time basis, and will apply irrespective of intervening transfers from one area to another; in the event two or more teachers possess the same length of continuous service, the length of service will be computed from the date of hire. If the date of hire is the same, the date upon which the teacher(s) signed a contract shall be used. Sabbaticals and other leaves shall not generate additional seniority nor break the continuous service record of any employee. A teacher shall continue to accrue seniority when temporarily serving in a non-bargaining unit administrative position for a period not to exceed ninety (90) consecutive days. If a teacher temporarily serves in a non-bargaining unit administrative position for a period of not more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain his/her accrued bargaining unit seniority. If a teacher serves in a non-bargaining unit administrative position in the District for a period of more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain up to two years of previously accrued seniority.

12.2 CERTIFICATION REQUIREMENTS

No new teacher shall be employed who is not fully certificated in the grade level and/or subject area to which he/she is to be assigned, and the Board shall not employ a teacher with a provisional certificate except where equally qualified teachers with full certification have not applied and except in cases of vocational training where state requirements have been met and where equally qualified teachers with full certification have not applied.

12.3 ASSIGNMENT WITHIN SCOPE OF CERTIFICATION

No teacher shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate or of his/her major or minor field of study, except in a temporary emergency.

12.4 NOTICE OF ASSIGNMENTS

All teachers shall be given written notice of any change in their school or schools, grade level and/or subject area assignments for the forthcoming semester no later than January 1 for the second semester or June 1 for the first semester. In no event shall changes in teachers' assignments be made, unless an emergency situation occurs.

12.5 REASSIGNMENT

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

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.

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

Teachers will be reassigned in the order as identified in 13.12 Seniority by Area, except where a higher ranking teacher among the statutory groupings possesses demonstrable qualifications which may allow for his/her reassignment.

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

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

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.

12.61 Posting of Vacancies

The Superintendent or his/her designee shall post in all school offices and faculty rooms, all known vacancies which will occur. Such vacancies shall be posted at least two (2) weeks prior to filling the vacancy on a permanent basis, provided that the position may be filled on a temporary basis until a permanent assignment is made. Any vacancies occurring after involuntary transfer shall be posted as vacant provided there are no qualified teachers on a recall list as identified in Article XIII.

12.62 Preference to Current Employees

No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration.

12.63 Transfer/Reassignment Criteria

The selection of a candidate to fill a vacancy shall be based upon the background, professional qualifications, mutual agreement of the teacher and administration, opportunity for professional growth and experience.

12.64 Transfer Selection Procedure

By April 15 for first semester transfers and November 15 for second semester transfers, the Human Resources Office shall compile and post a list of all available positions in the district by grade level and/or subject area and building. All teachers requesting follow-up interviews through the Human Resources Office will be granted such.

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 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 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.

12.66 Experimental Program Transfers

Any teacher transferred to an experimental or temporary program of the district shall be replaced by a full time teacher employed on an annual basis and shall be entitled to return to the teacher's former position if the position exists or to a mutually agreed upon position upon termination or reduction of such programs. New teachers employed in such terminated or reduced programs shall be placed in appropriate vacant positions in the district.

12.7 EVENING/SUMMER SCHOOL, EXTRA-DUTY/EXTRA-PAY ASSIGNMENTS

Evening school and summer school assignments shall not be obligatory but shall be with the consent of the teacher. A qualified volunteer shall be accepted for any extra pay for extra duty positions before a qualified non-volunteer may be required to accept the position.

12.8 NOTIFICATION OF TRANSFER OR REASSIGNMENT

Teachers who have requested transfer or reassignment shall be notified in writing of the administration's action on said transfer or reassignment as soon as action is taken, but no later than by December 15 for second semester assignments and by August 1 for first semester assignments. In the event positions become available after June 1 and January 1 respectively, all requests for transfer still pending shall be given due consideration through the procedures designated in 12.6.

12.9 SPECIAL SERVICES DEPARTMENTS

For the purpose of Article XII, special services (LD/BD/EMH, early childhood, music, art, social work, PE, etc.) will be considered district-wide buildings.

12.91 A reassignment in the Special Services Departments is defined as a change in a position within a building within the Special Services Departments.

12.92 A transfer in the Special Services Departments is defined as a change from one building to another within the department.

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 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

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 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 a position in one area has a higher statutory ranking than a teacher in another area who is retained, and the reduced teacher is qualified as agreed in 13.14 to teach in the position

and area where the lesser ranked 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 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

Unless modified under the Agreement in force at the time the teacher returns from layoff, all benefits to which 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.

ARTICLE XIV

Teacher Appraisal³

14.1 PURPOSES OF APPRAISAL

The parties recognize that appraisal is something that is done with a teacher and not to a teacher. The parties further recognize the importance and value of developing a procedure for assisting and appraising the progress and success of both newly employed and experienced personnel. Therefore, the following procedure shall be used to accomplish these goals with teachers.

14.2 ORIENTATION TO EVALUATION/APPRAISAL PROCEDURE

All teachers who are to be evaluated shall be given a copy of the appropriate evaluation plan and appraisal forms (see Appendix C) during September. This shall include an explanation and discussion of the evaluation and appraisal process. Group and/or individual orientation to the total process shall be completed by October 1.

14.3 EVALUATION PROCEDURE - NON-TENURE

14.31 Formal Evaluations - Non-Tenure

Beginning during the month of October and continuing through March 15, not less than three (3) classroom observations shall be held at least three (3) weeks apart, with each observation being not less than thirty (30) consecutive minutes in length. Following each observation, the evaluator shall meet with the teacher within three (3) school days to discuss the observation. The written report of the observation shall be provided to the

³ The Teacher Appraisal system, herein referred to as the 'old plan', pertains to the evaluation system that was in place prior to the bargaining of the 2007-2010 agreement. This article will apply to all members eligible to remain under this system while the newly bargained Teacher Appraisal Plan is implemented. The conditions for eligibility to remain in the 'old' system can be found in the supplement, **ETA-U46 Teacher Appraisal Plan**. Once a member opts into the new appraisal plan they are no longer eligible for the 'old' plan.

teacher within five (5) school days of the meeting held to discuss the observation. The teacher shall have five (5) school days from the date of his/her receipt of the written report to include any comments on the written report. A decision by the Board to not renew the contract of any non-tenured teacher shall be preceded by at least five (5) observations except in the event of an honorable dismissal.

14.32 Evaluation/Appraisal Forms - Non Tenure

Forms for reporting non-tenure evaluations and the appraisal summary shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement. The appraisal summary to be submitted by March 15 shall include the evaluators' recommendation regarding the continued employment of the teacher and the reasons for such recommendation.

14.33 Special Services

In the event that supervision is shared between a building administrator and an immediate supervisor, the staff member being evaluated will be notified by October 1 of those persons conducting the evaluations. (Immediate supervisor is the person completing the appraisal summary.) Evaluations shall be done by the immediate supervisor and the building administrator. A majority of the evaluations will be done by the immediate supervisor. The appraisal summary, prepared by the immediate supervisor, will be a compilation of these evaluations.

14.34 Remediation

When an evaluator makes recommendations to a probationary teacher to improve his/her teaching skills, the evaluator shall provide specific directions to eliminate difficulties noted in any evaluation.

14.4 EVALUATION PROCEDURE - TENURE

14.41 Formal Evaluations - Tenure

Tenure teachers shall be evaluated at least once every two (2) years. Not less than one (1) nor more than three (3) classroom observations shall be held at least three (3) weeks apart, with each observation being not less than thirty (30) consecutive minutes in length. Such observations shall be conducted between October 1 and April 15. Following each observation, the evaluator shall meet with the teacher within three (3) school days to discuss the observation. The written report of the observation shall be provided to the teacher within five (5) school days of the meeting held to discuss the observation. The teacher shall have five (5) school days from the date of his/her receipt of the written report to include any comments on the written report.

14.42 Evaluation Forms - Tenure

Forms for reporting tenure evaluations shall be as set forth in Appendix C, which is attached to and incorporated into this Agreement.

14.43 Special Services

Evaluations of tenured specialists shall be performed by the immediate supervisor. (Immediate supervisor is the person completing the appraisal summary.) A building administrator may participate in the evaluation of a tenured specialist by using the informal observation process. The building administrator will work with the immediate supervisor to work out the means by which his/her observation(s) will be included in the written report. The immediate supervisor will be responsible for the rating and will sign the evaluation form.

14.44 Remediation

If a tenure teacher is rated unsatisfactory, the District shall develop a remediation plan pursuant to the School Code and Rules and Regulations promulgated by the Illinois State Board of Education. The remediation plan shall be designed only to correct the remediable areas identified as unsatisfactory and

shall provide for classroom observation time for the consulting teacher to observe the teacher under remediation.

In order for a teacher to be rated unsatisfactory, there shall have been three (3) observations conducted pursuant to Section 14.41.

14.5 SIGNATURE ON FORMS

The evaluator and teacher shall sign the report before it is placed in the teacher's personnel file in the Human Resources Office. Such signature by the teacher only acknowledges that he/she has read the report and does not necessarily indicate agreement with its contents.

14.6 KNOWLEDGE OF EVALUATION

All classroom observations of teachers for purposes of evaluation shall be conducted openly and with the full knowledge of the teacher.

14.7 SECOND EVALUATOR

In the event the teacher requests to be evaluated by a second evaluator, such request must be submitted to Human Resources in writing. Human Resources shall make such an appointment upon receiving this request. These supplementary evaluations (the number of which shall be set up at the time of the determination of the second evaluator) shall not be interpreted as a disruption or an interference with the primary evaluation procedure established in this Agreement.

14.8 INFORMAL OBSERVATIONS

Any informal observations which are to be used for appraisal, but not disciplinary purposes, shall be done by the teacher's evaluator(s) and shall be made in writing and discussed with the teacher with a copy given to the teacher at a meeting held within three (3) school days of the informal observation. The teacher shall have five (5) school days from the date of the receipt of the informal observation report to include any comments on the informal observation report.

14.10 DISCHARGE OR INVOLUNTARY CHANGE OF TENURE TEACHER

14.10.1 Standard to be Applied

Any discharge or other involuntary change in a tenure teacher's assignment or status shall be for just cause.

14.10.2 Legal Rights of Teachers

Any conference or hearing with a teacher regarding discharge or other change in the teacher's assignment or status shall be conducted in a manner so as to not abrogate the teacher's rights according to the Illinois School Code or the provisions of this Agreement.

14.11 TEACHER PERSONNEL FILE

The teacher will receive a copy of all written reports to be placed in his/her personnel file in the Human Resources Office. Such file shall be the only personnel file for each employee in the district. A written report shall be defined as a report written by a district administrator. The teacher shall have the right to attach his/her response to any such report placed in the personnel file, and to include any additional information. Each teacher shall have the right, upon request, and under the supervision of Human Resources, to review and reproduce at his/her own cost, the contents of his/her personnel file excluding confidential college credentials, confidential outside recommendations, or confidential information given by previous employers.

ARTICLE XV

Staff Development

15.1 SCHOOL IMPROVEMENT COMMITTEE

On an annual basis each school shall establish a School Improvement Committee. Prior to the formation of the committee for any school year, a majority of all the teachers and the building/program administration may mutually agree to vary the size and composition of the School Improvement Committee for their school/department, provided that in no event shall the committee have fewer than three (3) teachers and one (1) administrator. Absent such mutual agreement for any school year, the composition of the committee shall be as set forth below:

The teachers in each school shall elect representatives to a School Improvement Committee as follows:

(a) *Elementary* - shall elect one teacher from each grade level and one teacher from special services.

(b) *Secondary* - shall elect one teacher from each department and one teacher from special services.

The committee shall meet at least twice yearly but may meet additionally as the committee chooses. School Improvement Committee minutes will be distributed to all teachers within two (2) days of a meeting.

The committee may elect its chairperson(s).

The Board/designee shall designate administrative staff to provide opportunities for periodic reviews of progress of SIP.

The Board/designee shall cooperate with the School Improvement Committees to act as a resource for committee work and staff development at the sites and shall provide a database of resources for teachers and buildings for staff development.

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.

15.2 LENGTH OF PROGRAMS

15.21 Length of SIP and Institute Programs

SIP and Institute Days shall be 5 hours 15 minutes in length (not including breaks and lunch) during the course of the normal school day, with specific hours of attendance to be determined by the School Improvement Committee. In the absence of agreement as to when the hours will be set, the afternoon SIP or Institute programs shall begin no later than 1:30 p.m. and adjourn no later than two hours and fifteen minutes from the beginning time, and the morning hours shall take place from 8:30 to 11:30 a.m.

15.22 Parent Conferences

The Parent/Teacher conference day session may be five (5) hours or two (2) hours anytime during the normal school business conference day with the understanding that, comparable time for conferences for the remaining three (3) hours may be done in the following manner:

(a) Conferences held the prior evening between the hours of 5:00 p.m. and 9:00 p.m.; unless

(b) An alternative school-wide evening conference is designated during the conference week through the determination of the School/Department Committee, provided that the conferences are held between 5:00 p.m. and 9:00 p.m.

In the event that the preceding language requires a legislative waiver, the language will not become effective until the waiver is granted.

15.23 Kindergarten Conference Released Time

Each regular education kindergarten teacher shall have one additional day of released time for conducting parent conferences in addition to the regular conference days. This day is to be scheduled at a time mutually agreed to by the building principal and the teacher. Section 10.32 shall apply for such released time.

15.24 Early Released Days

On days where the student attendance day is shortened under the provisions of Section 18-8 of the School Code, the teacher attendance day shall provide, as per Section 6.21 of the Agreement, a duty free lunch period at the end of the student attendance day. In addition, the length of the teacher attendance day shall not exceed the length of a normal school day.

15.3 DISTRICT STAFF DEVELOPMENT COMMITTEE

A Staff Development Committee will be established and comprised of the Superintendent's designee and one (1) teacher from each school in the district. These teachers or their designee shall serve as members of their SIP.

In addition, this committee shall include one (1) representative each from the Health Department, elementary art department, elementary music department, elementary physical education department, elementary Title I, bilingual department, three (3) special education teacher representatives, curriculum coordinators, speech and language, OT/PT representative, central office administration, social workers, and psychologists.

All committee members shall be elected to staggered terms of two (2) years each by secret ballot by the respective constituencies which they represent.

15.31 Role of District Staff Development Committee

The role of the District Staff Development Committee shall be to coordinate resources, ideas, and material to support professional development for all teachers, recognizing their differentiated needs. The Committee shall establish such supplementary procedural guidelines as necessary for its operation.

15.4 PROGRAM PLANNING CRITERIA

Planning of Staff Development programs shall be based on the expressed needs of the staff and the recommendations of the Instructional Council.

15.5 FINANCING

The financing of Staff Development programs shall be provided by the Board to the full extent of budgetary resources.

ARTICLE XVI

Paid Leaves

16.1 SICK LEAVE/PERSONAL LEAVE

16.11 Sick Leave Allotment

Each employee will receive twelve (12) days of sick leave per year without loss of pay.

Sick leave will be charged in increments of half-day or full-day. A half-day deduction will occur when a teacher is absent in the elementary schools for three hours or less of the scheduled work day, or in the secondary schools four periods or less.

16.12 Sick Leave Definitions

Sick leave shall, for the purpose of this Agreement, mean personal illness, serious illness, or death in the teacher's immediate family. The term "immediate family" shall be construed to mean a spouse, parent, child, brother, sister, grandparent, parent-in-law, or any relative who resides within the teacher's household.

16.13 Bereavement Leave

Each bargaining unit member shall be granted annually three (3) paid days of bereavement leave in the event of a death in the immediate family. The immediate family shall be defined as spouse, parent, child, brother, sister, grandparent, parent-in-law, or any relative who resides within the teacher's household. Bereavement days shall not accumulate year-to-year.

16.14 Personal Leave

At the beginning of each school term each teacher shall be credited with three (3) days of leave to be used for the teacher's personal use. A personal day may be used for any purpose except for reasons that are recreational (leisure activity) at the

discretion of the teacher provided any personal day that is used adjacent to a holiday or vacation period shall be required in writing with a statement of supporting reasons. In the event that the district does not approve a request for a personal day(s), the district shall respond in writing stating the reason the request is denied. Such response shall be provided to the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance except in cases of emergency. The teacher shall suffer no loss of pay for such leave and any unused leave days shall accumulate as sick days.

In the event that a teacher has exhausted his/her sick leave days, personal days may, at the option of the teacher, be used as sick days.

16.15 Sick Leave Accumulation

The unused portion of allotted sick leave benefits shall accumulate to an unlimited amount.

16.16 Verification of Illness

The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days of personal illness, or as it may deem necessary in other cases. (School Code: Section 24-6)

16.2 ASSOCIATION LEAVE

Association leave days shall be granted upon authorization by the Association President to the superintendent. The Association shall pay the cost for the substitute teacher, at the regular per diem substitute rate.

16.3 SABBATICAL LEAVE

16.31 Purposes

For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves for periods not less than one semester not to exceed one school year shall be granted by the Board.

A sabbatical leave may be granted to permit a certified staff member to engage in study, study travel, research, or other reason approved by the Sabbatical Committee.

16.32 Eligibility Criteria

Any certified staff member who has satisfactorily completed six (6) consecutive years of teaching, and/or administrative service in District U-46 may apply for sabbatical leave.

16.33 Application Procedure

The applications for sabbatical leave including a plan for study and/or travel study must be submitted to Human Resources during the period from February 1 to February 28 preceding the school year for which the leave is granted. Applicants will be notified not later than March 20 as to the disposition of their applications. A teacher receiving permission to take a sabbatical leave shall inform the superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

A plan for travel study leave is to be submitted to Human Resources for review prior to the date for filing applications for sabbatical leave.

16.34 Selection Procedure and Criteria

Applications for sabbatical leave will be screened by a committee of six (6) members. Three (3) members of the screening committee are to be appointed by the superintendent and three (3) members are to be appointed by the president of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area and plan of study and/or travel, seniority, and past contributions to District U-46. In all cases, a teacher making application for his/her first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/she has completed an additional six (6) full years of service in District U-46.

Not more than five (full time equivalent positions) of the certified staff represented by the Association shall be granted sabbatical leave during any one school year.

If more than the designated percentage of applications are approved, a list of four (4) alternates will be established. The alternates will be ranked according to their precedence, previously established by the committee. Should any of the original choices decline their acceptance due to a change in plans or lack of acceptance in a program, the first alternate shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been utilized.

A certified staff member who requests a sabbatical leave for study will be expected to enroll as a full time student carrying a full load (full time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.

16.35 Board Approval

The superintendent shall present applications recommended by the screening committee for sabbatical leave to the Board for its approval.

16.36 Responsibilities of Teacher

The teacher who takes a sabbatical leave shall agree in writing to teach two (2) years in District U-46 after returning from sabbatical leave. If he/she accepts another position or retires from teaching before the two (2) year period has elapsed, he/she shall repay District U-46 the salary paid him/her while on leave. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board.

16.37 Salary During Leave

During the absence of a teacher on sabbatical leave, such teacher shall receive one-half of his/her full basic salary as if he/she were to be in actual service. In addition thereto, the Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the salary

of such person for the year immediately prior to the leave. The employee's portion of health and other insurance provided in this Agreement while on sabbatical leave will be paid by the Board.

16.38 Assignment and Salary Upon Return From Leave

The teacher upon returning will be returned to his/her former position, seniority permitting, or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he/she had been in actual service in the district during the period of sabbatical leave.

16.4 THIRD PARTY PAID LEAVE

In special circumstances and upon prior mutual agreement of the Association and the School Board, a member on leave may continue as an employee of the Board. The employee shall receive from the Board his/her salary and benefits as if working. The Association or other third party to which the employee is assigned shall reimburse the School Board for salary and benefits related to the leave.

ARTICLE XVII

Unpaid Leaves

17.1 PROFESSIONAL IMPROVEMENT LEAVE

17.11 Purposes

A leave of absence, without salary, may be authorized for any certificated tenure employee, upon application, for one (1) or two (2) academic years, for the purpose of:

- (a) engaging in study at an accredited university, or
- (b) full time participation in the federally sponsored Peace Corps or Teacher's Corps, or
- (c) full time teaching in foreign or military programs.

17.12 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.13 Criteria for Approval

Approval of the application will depend upon the value of the experience to not only the applicant, but to the school district as well.

17.14 Notice of Disposition of Application

The applicant will be informed in writing by Human Resources of the disposition of the request on or before May 15 preceding the academic year for which leave is requested.

17.15 Teacher Responsibility

The applicant is required to state in writing his/her intention to return to the school district at the expiration of the leave.

17.16 Salary Credit Allowable

The Board shall grant experiential credit on the salary schedule in the amount authorized in the leave, except for academic study. Those on leave for academic studies will be granted a maximum of one (1) year experience on the salary schedule.

17.17 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.18 Return From Unpaid Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. The teacher returning from an unpaid leave shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.2 MILITARY LEAVE

17.21 Purpose

A military leave of absence shall be granted to any teacher who shall be inducted, recalled, or enlists for military duty in any branch of the armed forces of the United States. The leave shall be for the period of active duty in the armed forces.

17.22 Application Procedure

Application for leave shall be made, in writing, to Human Resources as soon as the teacher is notified of the date of induction into the military.

17.23 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.24 Return From Leave

Upon return, the teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the district during the period and the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.3 ASSOCIATION OFFICERSHIP LEAVE

17.31 Purpose

A leave of absence of up to three (3) years shall be granted to any tenure teacher upon application for the purpose of serving as a full time paid officer of a national or state professional educational organization.

17.32 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.33 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of

absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.34 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon returning from such leave, the teacher shall be placed on the salary schedule and seniority list at the same position he/she would have been had he/she taught in the district during the period, and the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.4 PUBLIC OFFICE LEAVE

17.41 Purpose

A staff member who has been employed by the district for a minimum of three (3) years and has a record of satisfactory service shall be entitled to a leave of absence to campaign for, or serve in, a public office. Such leave shall be granted in segments of one semester or more.

17.42 Application Procedure

Application for leave shall be made in writing to Human Resources.

17.43 Insurance Availability

The teacher shall be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.44 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. A staff member granted such leave shall be restored to his/her former status upon return, seniority permitting, if absent not more than one semester. Otherwise, he/she shall be placed in a position of like nature.

17.5 MATERNITY LEAVE

17.51 Conditions

Any teacher shall be permitted a maternity leave of absence. The teacher shall notify her immediate supervisor in writing accompanied by a physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but not later than thirty (30) days prior to the date on which leave is to begin. Such notice shall include the intended dates on which the leave shall begin and end, which shall be consistent with the provisions of Section 17.52.

17.52 Length of Leave

A female teacher may request a maternity leave for the purpose of disability and home care of the child within the following regulations:

- (a) A maternity leave shall commence at the start of the first or second semester of the school year or when deemed medically necessary by the teacher and her physician.
- (b) Disability payments will be based upon and subject to the teacher's accumulated sick leave days for that portion of the school year coinciding with such disability.
- (c) A maternity leave shall terminate at the end of the first or second semester following the birth of the child. A teacher on maternity leave may request that such leave terminate earlier than as provided above, and such teacher shall, if medically qualified, be reinstated as soon as a position becomes available comparable to the position which such teacher left. Requests shall be honored in the order of filing.

(d) Upon request, a tenured teacher on maternity leave shall have the leave extended for a third and/or fourth semester, provided that the teacher will return at the beginning of the first semester of any school term. Such request shall be made in writing to the Human Resources Office thirty (30) days prior to the date on which the extended leave is to begin. A teacher who requests such an extension shall provide confirmation of intent to return by March 1 instead of May 1 as provided for in 17.54.

17.53 Disability Leave

A female teacher may request a disability leave due to pregnancy by informing the Human Resources Office in writing accompanied by a physician's certificate of pregnancy. The leave will commence when deemed medically necessary by the teacher and her physician and the teacher will return when medically qualified as determined by the teacher's physician.

A teacher will not be required to submit proof of disability for pregnancy and the birth of the child for a period of two weeks prior to and six weeks after the birth. Proof of physical disability will be required where the disability extends beyond the limits as set forth in this paragraph.

Sick leave benefits will be paid for the period of time the disability occurs, but only up to the individual's accumulated sick leave.

17.54 Return From Maternity Leave

Confirmation of intent to return from leave shall be given in writing to Human Resources by May 1 (except for any teacher who extends her leave) for teachers intending to return at the start of the fall semester and by December 1 for teachers intending to return at the start of the spring semester. The teacher returning from maternity leave shall be returned to her former position, seniority permitting, or to a mutually agreed upon position.

The teacher, upon returning, will be placed on the salary schedule at the same position to which she would have been eligible prior to commencement of her leave of absence.

17.55 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.6 ADOPTIVE LEAVE

17.61 Conditions

Any teacher shall be permitted a leave of absence without pay to adopt a child. In applying for adoptive leave, the teacher shall notify Human Resources in writing as soon as possible after filing an application for adoption of a child.

17.62 Length of Leave

Adoptive leave shall commence when the child is physically turned over to the teacher-parent or on a date reasonably in advance of such placement of the child as may be agreed by the district and the teacher. Within thirty (30) days after placement of the child the teacher shall notify Human Resources of the anticipated date when the leave shall terminate. Such leave shall terminate at the start of the first or second semester after placement of the child, unless otherwise mutually agreed to by the teacher and the district. Confirmation of intent to return from leave shall be given to Human Resources by May 1 for teachers intending to return at the start of the fall semester and by December 1 for teachers intending to return at the start of the spring semester.

Upon request, a tenured teacher on adoptive leave shall have the leave extended for a third and/or fourth semester, provided that the teacher will return at the beginning of the first semester of any school term. Such request shall be made in writing to Human Resources thirty (30) days prior to the date on which the extended leave is to begin. A teacher who requests such an

extension shall provide confirmation of intent to return by March 1 instead of May 1 as provided for above.

A teacher on adoptive leave may request that such leave terminate earlier than as provided above, and such teacher shall be reinstated as soon as a position becomes available comparable to the position which the teacher left. Requests shall be honored in the order of filing.

17.63 Return From Adoptive Leave

The teacher returning from adoptive leave on the date originally specified shall be returned to his/her former position, seniority permitting, or to a mutually agreed upon position. The teacher, upon returning, will be placed on the salary schedule at the same position to which he/she would have been eligible prior to commencement of the leave of absence.

17.64 Insurance Availability

The teacher will be given an opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.7 EXCHANGE TEACHER PROGRAM

17.71 Purpose

A teacher may, upon approval of the Superintendent, be granted a leave of absence for a designated period of time to participate in an exchange teacher program with another school in the district or a school or program outside the district. Such programs would be for the purpose of allowing teachers to gain experience in new and different or innovative educational programs or teaching techniques. Such programs would involve replacement teachers on an exchange basis with the other

participating school, district, or program. The leave shall be for a period of one (1) year.

17.72 Application Procedure

Application shall be made in writing to the Human Resources Office by May 1 for the following year.

17.73 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.74 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon returning, the teacher shall be returned to his/her former position, seniority permitting, if the position still exists, or to a mutually agreed upon position.

17.8 LEAVE OF ABSENCE

17.81 Purpose

Upon request of a tenure teacher, the Board may grant an unpaid leave of absence for up to one (1) year.

17.82 Application Procedure

Applications are to be submitted to Human Resources.

17.83 Insurance Availability

The teacher will be given the opportunity to continue insurance coverage in the school insurance program during the leave of absence, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due. Such premiums shall be prorated on an annual basis from August to August. Teachers initiating leaves of absence shall be charged the prorated amounts during the school year in which their leave begins. As leaves of absence extend into the next school year, the teacher will be expected to pay full premiums.

17.84 Return From Leave

The teacher shall submit written confirmation of the intent to return from leave by February 1 or December 1 for leaves scheduled to end with the following semester. Upon return, the teacher shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position.

17.9 JOB SHARING LEAVE

17.91 Purpose

Job sharing as defined in this article is a voluntary program providing two (2) tenure teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.

17.92 Application Procedure

Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to Human Resources by March 1 of the year preceding the school year for which the leave is requested. It shall be the responsibility of each job sharing applicant to inform his/her immediate supervisor of the intent to apply. The job sharing plan shall include, but not be limited to, teaching responsibilities, schedule of work hours and/or days, attendance at staff meetings, inservice days and other teaching responsibilities. Approval of the job share application shall be determined by the Board by June 1 following the request, provided that the plan is consistent with the

provision of this Agreement. Further, the parties agree that any inadequacies in the information provided in the application shall not constitute a basis for the rejection of the plan.

17.93 Salary Credit Allowable

Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers' Retirement System shall be prorated according to the time worked. Participants in job sharing positions shall receive salary step advancement pursuant to Section 27.51 at the start of the school year following the accumulation of the equivalency of one (1) year of full-time service.

17.94 Length of Leave

The length of a job sharing leave shall be for one (1) school year and may be renewed by the Board if a request to renew is made by the participants. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.

17.95 Seniority

Teachers participating in the job sharing program as set forth in this section shall accrue seniority in proportion to the time worked.

17.96 Insurance and Leave Benefits Availability

Participants in job sharing positions will be responsible for the cost of their own fringe benefits on a prorated basis.

17.97 Return From Leave

Participants in a job sharing program shall submit written notice of their intent to return to full-time employment by March 1. Upon return, the teacher(s) shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position. Such return rights shall be applicable for two (2) years. If the leave extends for more than two (2) 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 or high school) and the same grade for elementary or subject area assignment for secondary.

17.10 FMLA

A teacher shall be eligible for a leave under the provisions of the Family Medical Leave Act. A teacher may elect to substitute any of his/her accrued paid leave to all or a portion of the leave. The District shall not require the teacher to substitute accrued paid leave to all or any portion of the leave.

ARTICLE XVIII

Student Teaching Assignments

18.1 RECOGNITION OF PRINCIPLES

The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of a student teacher.

18.2 SUPERVISORY MASTER TEACHERS/REMUNERATION

Student teachers shall be assigned only to those tenure teachers who annually submit to the Human Resources Office an application signed by the principal or area director, except that student teachers will be assigned to non-tenure applicants when a tenure teacher in that subject area or grade level is not available. Principals and area directors shall sign the applications of those teachers who possess adequate qualifications in the area to be supervised. Following an interview between the Supervisory Master Teacher and the student teacher candidate the Supervisory Master Teacher shall indicate to the Human Resources Office his acceptance or rejection of the student teacher. No Supervisory Master Teacher shall accept and supervise more than one (1) full-time student teacher per school term, except in experimental programs.

Any student teacher assigned from a University or College which has discontinued cash compensation shall be accepted in the district only upon written consent of the Supervisory Master Teacher to whom such student teacher is to be assigned. Any remuneration paid the district for accepting a student shall be paid in full to the Supervisory Master Teacher.

ARTICLE XIX

Emergency School Closing

19.1 NOTICE OF CLOSING BY SUPERINTENDENT

All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent.

When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over normal means of mass communication practices currently in place, but no later than 7:00 A.M.

19.2 LEAVE DAYS NOT DEDUCTED

When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by a teacher will be deducted for such emergency days.

19.3 TEACHERS UNABLE TO REPORT TO WORK

Teachers who are unable to report for work as scheduled because of inclement weather shall not be charged with lost work time because of such failure to report, provided that the teacher has made every effort to report, has reported as soon as possible after the weather conditions have abated, and has notified the District in accordance with established procedures.

Nothing in this Article shall require any teacher to report for work in cases where severe inclement weather or other acts of God prevent such teacher from reporting, or where reporting to work would present an immediate safety hazard to such teacher.

ARTICLE XX

Academic Freedom

20.1 RECOGNITION OF PRINCIPLES AND VALUES

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

Freedom of individual conscience, association and expression will be encouraged. Fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

20.2 ARBITRARY LIMITATION PROHIBITED

Arbitrary limitations shall not be imposed by the District upon the academic pursuits of any teacher, or upon the delivery of instruction provided that: the presentation of content is objective and aligned with curricular objectives established by the District and the Illinois State Learning Standards, instructional practices are consistent with accepted standards of professional teaching methodology and the collaboratively developed school improvement plan.

ARTICLE XXI

Political Activity

21.1 APOLITICAL STATUS OF INSTRUCTIONAL PROGRAM

The District and all teachers shall adhere to a policy of maintaining the apolitical status of the instructional program.

21.2 USE OF POLITICAL MATERIALS IN CLASSROOM

Use of political materials for classroom instruction shall be limited to those materials useful in carrying out the instructional program; each teacher shall be required to present such material in an objective, fair, and responsible manner so as to respect the differing opinions of others.

ARTICLE XXII

Experimental Educational Projects

The planning, implementation and evaluation of all experimental educational programs of the magnitude and uniqueness of the Model School, the Twelve Month School year and new state and/or federally funded experimental programs of similar complexity and nature shall include the active involvement of Association-appointed teachers. The number of such teachers participating shall be not less than the number representing any of the following: administrative/ supervisory personnel, parents and other lay individuals, students or other involved groups.

Such teacher representatives as described above shall be entitled to participate individually as equals to all other individuals involved in the decision-making responsibilities the particular experimental project involves, such projects being subject to final Board action.

This article shall not provide for duplicating Association input into activities originating out of the In-Service Committee and the Instructional Council.

ARTICLE XXIII

Teacher Responsibilities and Duties

23.1 BASIC RESPONSIBILITIES

Each professional staff member having accepted the responsibility to teach in District U-46 is expected to fulfill the following:

Be adequately prepared to teach each daily lesson by having completed lesson plans and obtained the necessary teaching materials available for the lesson.

Accept students with differing ranges of ability and cultural backgrounds, providing each student the opportunity and help needed to work up to his/her potential.

Work cooperatively with building principal and/or director in assessing his/her teaching strengths and weaknesses, and planning and implementing a program to improve his/her teaching competencies.

Work cooperatively with building principal and/or director to improve the total educational program through development of in-service training activities.

Participate on curriculum, personnel, or policy committees related to the educational program.

23.2 EXTRA CURRICULAR SUPERVISION

All extra curricular supervision assignments shall be voluntary on the part of the teacher. In the event there are not sufficient volunteers, the District may assign teachers to extra curricular supervision. Such assignments shall be equitably distributed among faculty members so that such assignments are limited to five (5) hours a month. In the event a teacher is so assigned for more than five (5) hours per month, the excess, shall be deducted from the following months' limitations.

This section is applicable only to middle school and senior high school teachers.

Teachers who perform the assignments as provided in this section shall be paid at a rate of \$23.65 per hour for 2011-2012, \$23.83 per hour for 2012-2013, and \$24.01 per hour for 2013-2014. This rate will be effective whether the supervision is voluntary or assigned.

23.3 PROFESSIONAL GROWTH

The Board and the Association agree that a need for continuing emphasis on professional growth for all teachers exists within the school district. Such professional growth should be predicated toward the goals of insuring high professional standards and teaching competency, encouraging teachers toward the attainment of optimum individual self-realization, and the promotion of an alert and progressive educational spirit in the school district. So as to attain these objectives, all teachers are encouraged to seek and engage in professional growth throughout their teaching careers. When a teacher has failed to seek and engage in reasonable professional growth, action may be taken against a teacher in accordance with Section 27.2, provided that the teacher has been given a written warning of such action one (1) year in advance of the action being taken.

ARTICLE XXIV

No Strike; No Lockout

24.1 NO STRIKE

Recognizing that adequate means are made available by this Agreement for the resolution of teachers' grievances and/or complaints, and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor the teachers covered by this Agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this Agreement. It is understood and agreed that any teacher violating this provision of the Agreement shall be subject to disciplinary action by the Board up to and including dismissal.

24.2 NO LOCKOUT

The Board agrees that it will not lockout the teachers during the term of this Agreement, provided that the Board's exercise of its rights to reduce the number of teachers, to discharge a tenure teacher for cause, and/or to refuse to renew the contract of a non-tenure or probationary teacher, shall not be construed as a lockout.

ARTICLE XXV

School Calendar

25.1 STARTING DATES; SCHOOL CALENDAR

The parties hereby agree that the school calendar(s) adopted during the term of this Agreement shall be consistent with the most recent mutually agreed upon document entitled *Rationale for Calendar Development*.

25.2 NOTIFICATION

The Board shall provide the Association with a copy of the proposed calendar for the following school term at least twenty-two (22) school days in advance of its adoption. The calendar shall provide for 180 days of teacher attendance. This provision shall not change the per diem rate as stated in Section 27.9.

ARTICLE XXVI

Insurance and Annuities

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 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.

26.2 GROUP TERM LIFE INSURANCE

All teachers in the District will be insured under a group term life insurance policy paid by the Board to the extent of \$50,000 per teacher. The Board will select the carrier.

26.3 TAX-SHELTERED ANNUITY PROGRAMS

The Board shall make available, through payroll deduction, tax-sheltered annuity programs to all teachers in the District. The choices of such programs shall be not fewer than those authorized by the Board as of July 1, 1971, and the teacher may apply to the Board for authorization of any such program not currently authorized.

26.4 DISABILITY INSURANCE

The district shall provide each teacher with long-term disability insurance with terms as mutually agreed to by the parties to this Agreement.

26.5 PART-TIME STAFF

A certificated staff member who is not employed full-time, will be responsible for the cost of his/her own fringe benefits on a prorated basis.

26.6 DENTAL INSURANCE

The Board shall provide each teacher with single coverage dental insurance. The Board shall provide payroll deductions for those teachers who desire family coverage.

26.7 INSURANCE DURING DISABILITY

The district shall provide all insurance benefits set forth in this Agreement to teachers who are temporarily disabled. Such district paid insurance coverage shall cease when one of the following events first occurs:

- (a) Disability ceases,
- (b) The teacher becomes eligible for long term disability as designated in 26.4, or
- (c) A temporarily disabled teacher when eligible for long term disability as designated in 26.4 shall be given an opportunity to continue insurance coverage in the school insurance program during the period of disability, but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

26.8 COMMUNICATION DURING AND RETURN FROM EXTENDED MEDICAL OR DISABILITY LEAVE

A teacher who is absent from work for more than twenty (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.

26.9 LIGHT DUTY

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.

26.10 FLEXIBLE SPENDING ACCOUNTS

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.

ARTICLE XXVII

Compensation

27.1 SALARY SCHEDULE

The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix E for the 2011-2012, 2012-2013, and 2013-2014 school terms, which is attached to and incorporated in this Agreement.

27.11 Prior Experience Credit

Credit on the salary schedule for experience in other schools is allowed as follows:

- (a) Full credit for first five (5) years of experience.
- (b) Half credit for next ten (10) years of experience.
- (c) Maximum credit for prior experience - ten (10) years.

27.12 Longevity Increase

In addition to the salary schedule as provided in Appendix E, teachers who have completed seventeen (17) years of experience shall receive an increase in salary of one (1) percent of the previous year's salary in each column. The increase of one (1) percent per year of the previous year's salary in each column shall continue through thirty (30) years of experience.

27.2 WITHHOLDING OF SALARY INCREMENTS

While the adoption of a salary schedule shall not serve to lower the basic salary of any teacher, neither does it imply an automatic increase to all tenure members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the teacher at his/her previous year's

salary experience step. When the salary of a teacher at the last experience step is frozen, that teacher's salary shall be frozen to an extent not greater than the amount of the normal increment in that salary lane. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 1 that any increase for said staff member may be in jeopardy. The reasons for such action should be written after consultation with the staff member involved. Teachers frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one (1) step on the salary schedule upon showing evidence of satisfactory performance.

27.3 EXTRA PAY SCHEDULE FOR EXTRA DUTIES

Extra pay for extra duty positions shall be those as set forth in Appendix F, which is attached to and incorporated in this Agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix and all other provisions of this Agreement. Such positions shall be assigned only to members of the bargaining unit, except where a member has been the subject of a previous disciplinary action in an extra-duty position. The disciplinary action applied herein shall be subject to progressive discipline and just cause as per Section 2.12 and such disciplinary action shall not exceed (1) year. If no bargaining unit employee applies for a position, the district may appoint on a temporary basis, a person who is outside the bargaining unit. That person may retain the position for the duration of the season.

Teachers who receive extra pay for extra duty positions as set forth in Appendix F shall be paid for such positions by separate check on the first payday following the completion of the duty. Those teachers who hold positions that extend through the entire school year shall be paid for such positions by separate check in two installments; the first installment shall be paid in January and the remaining installment shall be paid in June.

27.4 TRAVEL EXPENSE

Any teacher who must use his/her personal automobile or otherwise provide his/her own transportation when on school district business shall be reimbursed by the Board at the IRS Standard Mileage Rate. Such mileage reimbursements shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. The actual cost of other

reasonable expenses incidental to travel, such as meals and lodging, when on school district business shall also be reimbursed by the Board.

27.5 ADJUSTMENTS TO HIGHER SALARY LEVELS

27.51 Salary Increment for Partial Year

(a) A full time teacher shall be entitled to one (1) step (increment) on the salary schedule if he/she has worked and/or been paid for at least one (1) semester of the school term. Such teacher will receive an additional step (increment) only after teaching two (2) more semesters.

(b) Part time teachers must work and/or be paid for at least fifty percent time on an everyday basis for the entire year in order to advance one step on the salary schedule.

(c) Half time or more persons who do not work the full year, but at least the equivalent of one full semester shall receive one half year credit for advancement on the salary schedule.

(d) A teacher who is working less than on a half-time basis must work and/or be paid for the entire year in order to advance one half year credit on the salary schedule.

27.52 Additional Academic Credits

Official transcripts reflecting additional academic credits for salary adjustments are due by October 15, and February 15, and shall be reflected on the last check in November and March respectively, retroactive to the beginning of the semester. Academic Credits are defined as graduate level courses from an accredited college or university, as recognized by the ISBE or one of the six Regional Accrediting Bodies; Middle States Association of Colleges and Schools, New England Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Colleges and Schools, Southern Association of Colleges and Schools; and Western Association of Colleges and Schools. Upon receipt of National Board Certification and the district's receipt of the official

transcripts from the American Council on Education (ACE), the district shall award nine (9) graduate credit hours in accordance with this section of the Agreement. Prior approval is not needed for graduate level courses from an accredited institution. Undergraduate courses or courses from an unaccredited institution require prior approval from Human Resources.

The unit of credit used is semester hours. Quarter hours will be converted to semester hours by using the following formula: Quarter hours x 0.6667 = semester hours.

27.53 Advancement Beyond the MA Column

Graduate credits that count for advancement beyond the Bachelor's (BA) column on the salary schedule must be earned after receipt of the Bachelor's degree. Credits that are earned prior to the receipt of the Bachelor's degree, including credits taken while an individual is working toward a Bachelor's degree can not be counted for hours beyond the Bachelor's (BA) column.

Graduate credits that count for advancement beyond the Master's (MA) column on the salary schedule must be earned after receipt of the Master's degree. Credits that are earned prior to the receipt of the Master's degree, including credits taken while an individual is working toward a Master's degree can not be counted for hours beyond the Master's (MA) column.

27.6 REGULAR TEACHER SUBBING

A regularly employed teacher who is required to cover the duties of another teacher at the time the first teacher is normally unassigned (conference, lunch periods to the extent that this does not violate the Agreement or the law) shall be paid at the rate of \$21.32 for the length of this Agreement for each full hour of instruction or major fraction thereof.

27.7 RETIREMENT COMPENSATION

The district shall assume a portion of the teacher's retirement equal to .103753 of the teacher's scheduled salary.

The district shall pay the 3/5% contribution to the Teachers Health Insurance Security (THIS) Fund for each teacher.

27.8 SALARY PAYMENT SCHEDULE

Until the second paragraph of this section takes effect, teachers shall receive their annual salaries bimonthly 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 to receive their annual salaries bimonthly for a ten (10) month period by so advising the Payroll Office, in writing, no later than July 1, 1994 will also receive their payments every other Friday. Such teacher may switch to a 12-month period for any subsequent school year by giving written notice to the 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.

27.9 DEDUCTIONS FOR ABSENCE

Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/194th of the contractual annual salary per day.

27.10 U-46 RETIREMENT INCENTIVE PLAN

27.10.1 Introduction

The following retirement plan (Plan) recognizes the contributions of teachers who have provided extended service to the students of District U-46. The Plan is designed to provide such teachers with the opportunity to increase the earnings which the Illinois Teachers' Retirement System (TRS) will use to calculate the teacher's pension up to the limit above which TRS will impose

additional contributions on the Board. Currently the TRS limitation is a 6% increase in creditable earnings over the previous school year.

27.10.2 Eligibility and Application

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.
- (c) be at least sixty (60) years of age, or have at least thirty five (35) 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 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. The last year to give notice and qualify for the benefits defined below is March 1 in the year in which 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. The teacher is encouraged to work any extra duty activity worked in their base year for the duration of their time in the retirement incentive program.
- (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. The teacher is encouraged to work any extra duty activity worked in their base year for the duration of their time in the retirement incentive program.

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

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.

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.

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 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

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.

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 health insurance 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:

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.

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.

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.

ARTICLE XXVIII

Miscellaneous

28.1 SAVINGS CLAUSE

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or clause.

28.2 BOARD POLICIES, RULES, REGULATIONS, AND PRACTICES

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

28.3 BUDGET PROPOSALS AND TAX PROGRAM CHANGES

The Association shall, upon request, be duly advised by the Superintendent of the proposed annual budget or any changes in tax programs affecting the district and the Association shall have the opportunity in advance to consult with the Superintendent with respect thereto prior to the public hearing on the budget and shall be recognized, upon request, at the public hearing on the budget.

28.4 PRINTING AGREEMENT

The Association and District agree to annually share the entire cost of printing and distributing the Master Contract.

28.5 SUMMER SCHOOL PROVISIONS

The following listed Sections of this Agreement shall not be applicable to summer school:

Section 2.54	Section 16.11	Section 27.9
Section 6.1	Section 16.12	Section 12.2
Section 6.22	Section 16.13	Section 27.11
Section 10.32	Section 18.2	Section 27.2
Section 10.5	Section 27.1	

28.6 BOARD POLICY

The Elgin Teachers Association shall be advised of proposed new policies of the Board or changes to old policies and afforded a reasonable opportunity to prepare and present a position in relation to such policy changes or additions.

28.7 PARENT-TEACHER MEETINGS AND SCHOOL PROGRAMS

Each school may have a maximum of one (1) formally arranged parent-teacher meeting during the school year at which staff attendance is required. Additional meetings and/or school programs may be held, but staff attendance shall be strictly voluntary.

ARTICLE XXIX

Waiver Clause; Duration and Termination of Contract

29.1 WAIVER CLAUSE

The Board and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

29.2 TERMINATION CLAUSE

This Agreement shall be in full force and effective from August 19, 2011, and shall remain in force and effect through August 15, 2014, 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 provisions shall be in full force and effect and thereafter subject to the grievance process as provided in the Agreement upon ratification by the Board of Education on June 4, 2012.

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:

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.

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 May 11, 2012.

29.3 CHANGE OR SUPPLEMENT

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the Board and the Association membership for approval.

ELGIN TEACHERS
ASSOCIATION

BOARD OF EDUCATION
District U-46
Elgin, Illinois


Its President


Its President


Its UniServ Director


Its Superintendent


Its UniServ Director

June 4, 2012
Ratified and Approved by
Board of Education

ADDENDUM A

Amnesty Clause

The Board of Education and the Association hereby agree that each and their individual members shall take no action except as set forth in this Agreement against any individual for his/her participation or nonparticipation in the work stoppage on September 9, 1991 through October 7, 1991. The Board further agrees that it will not discriminate in regards to hiring, disciplining, discharging, promoting, demoting, or assigning, nor in regards to the wages, hours, or working conditions of any employee participating in said work stoppage; provided that this shall not be construed as providing pay for time not worked because of said work stoppage.

ADDENDUM B

Transfer Policy

For the term of this Agreement, the procedures set forth herein shall apply in the following situations:

- A building/department is reduced due to the opening of a new building or additions to a building.
- An entire building is devoted to a new and/or experimental program.

A preliminary step shall be conducted for the building/department experiencing a reduction or for a new and/or experimental program.

The parties shall meet to develop timelines and other procedures for the situations described above as they shall arise.

Further, the parties agree that where an entire building is devoted to a new and/or experimental program, teachers who wish to transfer into this building shall also be eligible to participate in the preliminary transfer step.

ADDENDUM C

Teacher Mentor Program (TMP)

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 – 2014 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 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. 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 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.

ADDENDUM D

Intentionally Left Blank

ADDENDUM E

Site Exception

To improve student learning and performance, the Elgin Teachers Association and the Board of Education will allow sites to request from the Partnership for Excellence in Learning, exceptions to the Elgin Agreement pursuant to such procedures as the individual parties may designate. This section shall become effective upon ratification of both parties.

ADDENDUM F

Local Professional Development Committee

ETA will appoint annually a recertification resource person to be paid a stipend at the rate of \$1250/year.

Addendum G

ESEA Implementation

The ETA and Board agree that the Elgin Agreement is not intended to act as a bar to the implementation of any actions required under the NCLB/ESEA Act. In the event a school is identified for corrective action or other interventions under the NCLB Act, the ETA and Board agree to bargain regarding possible modifications to the Elgin Agreement so that identified corrective strategies or other required interventions may be implemented.

APPENDIX A

Grievance Report Form

District U-46

Grievance # _____

Distribution of Form:

1. Superintendent
2. Immediate Supervisor
3. Association
4. Teacher

Submit to Supervisor in Quadruplicate

School or Department	Assignment	Name of Grievant	Date Filed
-------------------------	------------	---------------------	------------

STEP I

- A. Date Cause of Grievance Occurred ____
- B. Date of Discussion of Grievance with Immediate Supervisor ____
- C. Contract Items Violated with Statement of Violation: ____
- D. Relief Sought: _____
- E. Disposition by Supervisor: _____
- F. Position of Grievant: _____

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Signature</i>	_____ <i>Date</i>

If additional space is necessary for any of the above statements, attach additional sheet.

APPENDIX C

Teacher Evaluation and Appraisal Program

*District U-46
Elgin, Illinois*

Statement of Purpose - Evaluation is a process whereby the teacher and the supervisor focus upon performance areas needing improvement and those showing strengths for the purpose of improving instruction.

The following are designed to clarify and give examples of performance in the areas included on the evaluation form.

1. **Observed Activities:** Narrative description of observable activities.
2. **Management Skills**
 - a. *Relationships with Pupils:* Skill in working with the class as a unit and with pupils as individuals.
 - b. *Discipline:* Skills in maintaining an environment in which learning can take place.
 - c. *Personal Efficiency:* Evidence of good organizational skills and fulfillment of classroom responsibilities.
 - d. Skills unique to special services such as case management, conferences.
3. **Planning Skills**
 - a. *Physical Environment:* Maintenance of proper physical environment, care of school equipment, creating an appropriate classroom appearance.
 - b. *Planning and Organization:* Degree to which instructional program is carefully planned and efficiently organized.

- c. *Appropriateness of Materials:* Adaptation of materials and methods to levels of learning ability of pupils, compatibility of instructional materials with course of study.
- d. Skills unique to special services such as preparation for staffings, establishment of priorities.

4. *Instructional Skills*

- a. *Resourcefulness:* Use of creative methods and procedures; ability to adapt to unusual situations.
- b. *Ability to Motivate:* Evidence of skill in drawing out pupils and getting them to achieve at their level of ability.
- c. *Observable Skills:* Art of questioning, clarity of assignments, reaction to pupil response, utilization of interest and contribution of pupils.
- d. *Voice and Speech:* Pronunciation, correctness of language appropriate to the level of the student, and ability to be heard.
- e. Skills unique to special services such as reports, consultations.

5. *Others:* Informal observations and recognition of accomplishments.

POSITION DESCRIPTION

Teacher

This position description is intended to be a general description of teachers' duties and responsibilities and is not intended to be used as a check list for appraisal purposes nor as a replacement for or a modification of Section 23.1 of the Agreement.

1. Strives to implement by the performance of job responsibilities the district's philosophy of education and instructional goals and objectives.
2. Adheres to the published policies and procedures distributed by the district.
3. Meets and instructs assigned classes and/or performs or provides assigned duties and services in the locations and at the times designated.
4. Creates an environment that is conducive to learning and appropriate to the maturity, interests and needs of the students.
5. Works professionally and cooperatively with other school personnel in the identification, diagnosis, and remediation of individual students with specialized needs.
6. Prepares for assigned tasks and shows written evidence of preparation upon request of supervisor.
7. As appropriate, assesses the accomplishments of students and provides progress reports as required.
8. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
9. Maintains accurate, complete, and correct records as required by laws and district policy.
10. Assists the administration in implementing student discipline policies and maintains order in area(s) assigned and/or supervised in a fair and just manner.
11. Makes provisions for being available to students and parents for educationrelated purposes.
12. Strives to maintain and improve professional competence.

SB7 Teacher Descriptors

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 performance⁴.

⁴ This language does not extend remediation rights beyond those provided by statute.

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE⁵

White copy to Personnel Office
Yellow copy to evaluatee
Pink copy to evaluator

(The white copy will be submitted
by the evaluator to the Personnel
Office within 10 school days after the
post observation conference.)

**SCHOOL DISTRICT U-46
ELGIN, ILLINOIS**

FORMAL EVALUATION OBSERVATION - NON-TENURE

Evaluatee's Name: _____ Observation Date(s): _____

School: _____ Time Period(s): _____

Grade(s)/Subject(s)/Area(s)/Specializations(s): _____ Post Observation Conference
Date(s): _____

EVALUATOR/TITLE: _____

To be completed for all non-tenure personnel following each of the formal observations of
not less than thirty minutes, at least three weeks apart, (unless mutually agreed upon)
beginning in October continuing through March 15 -

The following areas apply to formal observations:

OBSERVED ACTIVITIES: (See Appendix c):

MANAGEMENT SKILLS: (See Appendix c):

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

⁵ The Teacher Appraisal system, herein referred to as the 'old plan', pertains to the evaluation system that was in place prior to the bargaining of the 2007-2010 agreement. This article will apply to all members eligible to remain under this system while the newly bargained Teacher Appraisal Plan is implemented. The conditions for eligibility to remain in the 'old' system can be found in the supplement, **ETA-U46 Teacher Appraisal Plan**. Once a member opts into the new appraisal plan they are no longer eligible for the 'old' plan.

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE

PLANNING SKILLS: (See Appendix c):

INSTRUCTIONAL SKILLS: (See Appendix c)

OTHERS (See Appendix c)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM - NON-TENURE

STRENGTH(S): (Describe the teacher's strengths with supporting reasons for the comments made.)

WEAKNESS(ES)/AREA(S) FOR IMPROVEMENT: (Describe the teacher's weakness(es) with supporting reasons for the comments made.)

RECOMMENDATION(S):

Evaluatee's Comments:

EVALUATOR'S SIGNATURE

*EVALUATEE'S SIGNATURE

*Indicates only that summary has been seen and discussed

FORMAL EVALUATION OBSERVATION FORM – TENURE

White copy to Personnel Office
Yellow copy to evaluatee
Pink copy to evaluator

(The white copy will be submitted
by the evaluator to the Personnel
Office within 10 school days after the
post observation conference.)

**SCHOOL DISTRICT U-46
ELGIN, ILLINOIS**

FORMAL EVALUATION OBSERVATION - TENURE

Evaluatee's Name: _____ Observation Date(s): _____

School: _____ Time Period(s): _____

Grade(s)/Subject(s)/Area(s)/Specializations(s): _____ Post Observation Conference
Date(s): _____

Evaluator/Title: _____

The following areas apply to formal observations:

OBSERVED ACTIVITIES: (See Appendix c):

MANAGEMENT SKILLS: (See Appendix c):

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

PLANNING SKILLS: (See Appendix C)

INSTRUCTIONAL SKILLS: (See Appendix c)

EVALUATEE'S COMPETENCY IN THE SUBJECT MATTERS TAUGHT AND/OR PROVIDED:

- ☐ SATISFACTORY
- ☐ UNSATISFACTORY (Explanation Required)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

OTHERS: (SEE APPENDIX C)

EVALUATEE'S ATTENDANCE:

- ☐ SATISFACTORY
- ☐ UNSATISFACTORY (Explanation Required)

STRENGTHS: (Describe the teacher's strengths with supporting reasons for the comments made.)

WEAKNESS(ES)/AREA(S) FOR IMPROVEMENT: (Describe the teacher's weakness(es) with supporting reasons for the comments made.)

FORM a 9/89
10-10-0415-01

Evaluator's Initials _____
Evaluatee's Initials _____

FORMAL EVALUATION OBSERVATION FORM – TENURE

RECOMMENDATION(S):

ANOTHER OBSERVATION VISIT PLANNED ☐ YES ☐ NO

RATING OF EVALUATEE'S PERFORMANCE

☐ EXCELLENT

Documented observations reveal performance of a commendable quality. Teacher demonstrates multiple strengths in many requirements of the job.

☐ SATISFACTORY

Documented observations reveal adequate levels of performance.

☐ UNSATISFACTORY

Documented observations reveal significant weaknesses which must be remediated to meet job requirements.

Evaluatee's Comments:

EVALUATOR'S SIGNATURE

*EVALUATEE'S SIGNATURE

*Indicates only that summary has been seen and discussed

FORM a 9/89
10-10-0415-01

CERTIFIED STAFF APPRAISAL SUMMARY FORM

SCHOOL DISTRICT U-46
ELGIN, IL
CERTIFIED STAFF APPRAISAL SUMMARY

Indicates Evaluation Year

Evaluatee's Name1 2 Other

Social Security #

SchoolName of Evaluator/Title

Grade(s)/Subject(s)/Special Area(s)

Evaluation Orientation

- To be completed once each school year for all non-tenure personnel by March 15th

- To be submitted to the Personnel Office by the evaluator for the purpose of fulfilling tenure requirements

	Formal Evaluation Observation Dates		Formal Evaluation Conference Dates
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	

	Informal Evaluation Observation Dates		Informal Evaluation Conference Dates
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	

White copy to Personnel Office
Yellow copy to evaluate
Pink copy to evaluator

This final form represents a culmination of all previous FORMAL EVALUATIONS AND INFORMAL OBSERVATIONS

Date of Appraisal Conference

Evaluator's Initials

Evaluatee's Initials

CERTIFIED STAFF APPRAISAL SUMMARY FORM

CERTIFIED STAFF APPRAISAL SUMMARY

Refer to Previous Formal Evaluation Observation(s)

Check one for each area of performance:

Satisfactory	Unsatisfactory	
		Management Skills
		Planning Skills
		Instructional Skills
		Other (Be specific)

If Unsatisfactory, be specific as to why:

Evaluator's Comments:

Evaluatee's Comments:

Evaluator's Recommendations:

_____	Re-employ for 2 nd 3 rd 4 th year
_____	Re-employ for tenure
_____	Do not re-employ

Evaluator's Signature

*Evaluatee's Signature

* Indicates only that final appraisal has been seen and discussed

SUMMER SCHOOL EVALUATION FORM

SCHOOL DISTRICT U-46

Teacher _____ Date of Observation _____

Class _____ Time _____

The observer may comment in the following areas:

1. Course description/Grading policy/Administrative duties

2. Managerial skills/Time management

3. Lesson preparation

4. Instructional procedures

5. Other

6. Strengths

7. Areas for improvement

Conference Date _____

Observer's Signature _____

Teacher Acknowledgement _____

Request for Absence Form

SCHOOL DISTRICT U-46

REQUEST FOR ABSENCE

For Office Use Only:
PROJECT IDENTIFICATION
NUMBER _____

I. Name of Staff Member: _____ School/Dept.: _____
Staff Member I.D. #: _____
Location of Activity: _____ Activity: _____
Date(s) of requested absence: _____ # days substitute require: _____
(1) Expenses estimate, if applicable. (Itemize — e.g., registration fee, total # of miles, lodging, meals; receipts must accompany final request for payment)
Registration: _____ Mileage: _____ Meals: _____
Lodging: _____ Other: _____
(2) Expenses to be charged to ☐ District U-46 ☐ Special funded project(s) ☐ Building funds
Please check one:
Identify source of funds: _____
Name of Project Director: _____
Staff member: _____ Date: _____
(Sign and forward all copies to supervisor/principal.)

II. Principal/Division Chair: _____ Date: _____
(Signature indicate your recommendation for approval; forward all copies to Project Director.)

III. Expenses to be reimbursed, including substitute:

\$ _____ from District Funds;	\$ _____ from Building Site Funds
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount
_____ Expenses Account	_____ Amount

IV. Project Director/Executive Director

☐ Absence Approved with: _____ No Expenses _____ Portion of Expenses
_____ Substitute Only
☐ Absence Not Approved

Signature: _____ Date: _____

• WHITE COPY - Human Resources • YELLOW COPY - Principal • PINK COPY - Staff Member • GOLDENROD COPY - Project Director
10.10.000.1.866 (4/08)

APPENDIX D

School Calendar

SCHOOL DISTRICT U-46
Elgin, Illinois

SCHOOL CALENDAR 2012-13

2012

August 20	Teacher Institute Day
August 21	Teacher Institute Day
August 22	Classes Begin
September 3	Labor Day – No Classes/Offices Closed
October 5	School Improvement Plan (SIP) – No Classes
October 8	Columbus Day Observance – No Classes/Offices Closed
October 26	End of First 9-Week Period
November 9	End of First Trimester (elementary)
November 12	Veteran's Day Observance – No Classes/Offices Closed
November 19	Institute Day
November 20	Parent/Teacher Conferences – No Classes
November 21	Non-Attendance Day/Offices Open
November 22-23	Thanksgiving Break
November 26	Classes Resume
December 21	Winter Recess Begins at Close of School Day

2013

January 7	Classes Resume
January 18	End of First Semester
January 21	King's Birthday Observance – No Classes/Offices Closed
January 22	Second Semester Begins
February 18	Presidents' Day Observed – No Classes/Offices Closed
February 27	Institute Day – District & County Programs – No Classes
March 1	End of Second Trimester (elementary)
March 22	End of Third 9-Week Period
March 22	Spring Recess Begins at Close of School Day
April 1	Spring Holiday – No Classes/Offices Closed
April 2	Classes Resume
May 10	School Improvement Day (SIP) – No Classes
May 24	High School Graduations
May 27	Memorial Day Observance – No Classes
June 7	Last Day of School if all 5 Emergency Days are Necessary

APPENDIX E

2011-12 Salary Schedule with Board paid TRS (9.4%)

Step	1 BA	2 BA +8	3 BA +16	4 BA +24	5 MA	Years to Max
1	39,349	41,120	42,890	44,661	46,432	30
2	41,120	42,890	44,661	46,432	48,203	29
3	42,890	44,661	46,432	48,203	49,973	28
4	44,661	46,432	48,203	49,973	51,744	27
5	46,432	48,203	49,973	51,744	53,515	26
6	48,203	49,973	51,744	53,515	55,285	25
7	49,973	51,744	53,515	55,285	57,056	24
8	51,744	53,515	55,285	57,056	58,827	23
9	53,515	55,285	57,056	58,827	60,597	22
10	55,285	57,056	58,827	60,597	62,368	21
11	57,056	58,827	60,597	62,368	64,139	20
12	58,827	60,597	62,368	64,139	65,910	19
13	60,597	62,368	64,139	65,910	67,680	18
14	60,597	64,139	65,910	67,680	69,451	17
15	60,597	64,139	65,910	69,451	71,222	16
16	60,597	64,139	65,910	69,451	72,992	15
17	60,597	64,139	65,910	69,451	72,992	14
18	61,202	64,780	66,568	70,147	73,722	13
19	61,815	65,429	67,235	70,850	74,457	12
20	62,434	66,083	67,906	71,555	75,203	11
21	63,056	66,745	68,585	72,273	75,956	10
22	63,688	67,411	69,272	72,995	76,713	9
23	64,323	68,084	69,964	73,724	77,481	8
24	64,968	68,767	70,664	74,460	78,257	7
25	65,618	69,454	71,370	75,206	79,041	6
26	66,275	70,148	72,084	75,958	79,830	5
27	66,937	70,852	72,805	76,716	80,629	4
28	67,608	71,557	73,532	77,483	81,436	3
29	68,284	72,275	74,267	78,259	82,249	2
30	68,965	72,997	75,010	79,043	83,072	1
31	69,653	73,726	75,759	79,832	83,903	0

APPENDIX E

2011-12 Salary Schedule with Board paid TRS (9.4%)

Step	6 MA +8	7 MA +16	8 MA +24	9 MA +32	10 MA +40	Years to Max
1	48,203	49,973	51,744	53,515	55,285	30
2	49,973	51,744	53,515	55,285	57,056	29
3	51,744	53,515	55,285	57,056	58,827	28
4	53,515	55,285	57,056	58,827	60,597	27
5	55,285	57,056	58,827	60,597	62,368	26
6	57,056	58,827	60,597	62,368	64,139	25
7	58,827	60,597	62,368	64,139	65,910	24
8	60,597	62,368	64,139	65,910	67,680	23
9	62,368	64,139	65,910	67,680	69,451	22
10	64,139	65,910	67,680	69,451	71,222	21
11	65,910	67,680	69,451	71,222	72,992	20
12	67,680	69,451	71,222	72,992	74,763	19
13	69,451	71,222	72,992	74,763	76,534	18
14	71,222	72,992	74,763	76,534	78,305	17
15	72,992	74,763	76,534	78,305	80,075	16
16	74,763	76,534	78,305	80,075	81,846	15
17	76,534	78,305	80,075	81,846	83,617	14
18	77,301	79,087	80,875	82,665	84,453	13
19	78,073	79,880	81,684	83,492	85,297	12
20	78,854	80,678	82,502	84,327	86,151	11
21	79,643	81,484	83,327	85,170	87,011	10
22	80,439	82,299	84,161	86,022	87,883	9
23	81,244	83,122	85,002	86,881	88,759	8
24	82,056	83,954	85,851	87,750	89,649	7
25	82,876	84,794	86,711	88,627	90,545	6
26	83,706	85,640	87,577	89,514	91,450	5
27	84,542	86,497	88,452	90,408	92,363	4
28	85,388	87,362	89,338	91,314	93,287	3
29	86,243	88,236	90,232	92,226	94,221	2
30	87,104	89,118	91,133	93,149	95,162	1
31	87,976	90,010	92,043	94,080	96,114	0

APPENDIX E

2012-13 Salary Schedule with Board paid TRS (9.4%)

Step	1 BA	2 BA +8	3 BA +16	4 BA +24	5 MA	Years to Max
1	39,644	41,428	43,212	44,996	46,780	30
2	41,428	43,212	44,996	46,780	48,564	29
3	43,212	44,996	46,780	48,564	50,348	28
4	44,996	46,780	48,564	50,348	52,132	27
5	46,780	48,564	50,348	52,132	53,916	26
6	48,564	50,348	52,132	53,916	55,700	25
7	50,348	52,132	53,916	55,700	57,484	24
8	52,132	53,916	55,700	57,484	59,268	23
9	53,916	55,700	57,484	59,268	61,052	22
10	55,700	57,484	59,268	61,052	62,836	21
11	57,484	59,268	61,052	62,836	64,620	20
12	59,268	61,052	62,836	64,620	66,404	19
13	61,052	62,836	64,620	66,404	68,188	18
14	61,052	64,620	66,404	68,188	69,972	17
15	61,052	64,620	66,404	69,972	71,756	16
16	61,052	64,620	66,404	69,972	73,540	15
17	61,052	64,620	66,404	69,972	73,540	14
18	61,662	65,266	67,067	70,673	74,275	13
19	62,280	65,920	67,739	71,381	75,016	12
20	62,904	66,579	68,415	72,091	75,768	11
21	63,531	67,246	69,099	72,814	76,527	10
22	64,168	67,917	69,791	73,541	77,290	9
23	64,808	68,595	70,488	74,275	78,064	8
24	65,458	69,283	71,193	75,017	78,846	7
25	66,113	69,975	71,904	75,769	79,636	6
26	66,775	70,674	72,623	76,527	80,431	5
27	67,442	71,383	73,349	77,291	81,236	4
28	68,118	72,093	74,081	78,064	82,049	3
29	68,799	72,816	74,821	78,846	82,868	2
30	69,485	73,543	75,570	79,636	83,697	1
31	70,178	74,277	76,325	80,431	84,534	0

APPENDIX E

2012-13 Salary Schedule with Board paid TRS (9.4%)

Step	6 MA +8	7 MA +16	8 MA +24	9 MA +32	10 MA +40	Years to Max
1	48,564	50,348	52,132	53,916	55,700	30
2	50,348	52,132	53,916	55,700	57,484	29
3	52,132	53,916	55,700	57,484	59,268	28
4	53,916	55,700	57,484	59,268	61,052	27
5	55,700	57,484	59,268	61,052	62,836	26
6	57,484	59,268	61,052	62,836	64,620	25
7	59,268	61,052	62,836	64,620	66,404	24
8	61,052	62,836	64,620	66,404	68,188	23
9	62,836	64,620	66,404	68,188	69,972	22
10	64,620	66,404	68,188	69,972	71,756	21
11	66,404	68,188	69,972	71,756	73,540	20
12	68,188	69,972	71,756	73,540	75,324	19
13	69,972	71,756	73,540	75,324	77,108	18
14	71,756	73,540	75,324	77,108	78,892	17
15	73,540	75,324	77,108	78,892	80,676	16
16	75,324	77,108	78,892	80,676	82,460	15
17	77,108	78,892	80,676	82,460	84,243	14
18	77,881	79,680	81,482	83,285	85,085	13
19	78,659	80,479	82,297	84,118	85,935	12
20	79,446	81,283	83,121	84,959	86,795	11
21	80,241	82,095	83,952	85,808	87,661	10
22	81,043	82,916	84,792	86,666	88,540	9
23	81,854	83,745	85,639	87,531	89,423	8
24	82,672	84,583	86,494	88,407	90,320	7
25	83,498	85,429	87,360	89,291	91,223	6
26	84,334	86,281	88,232	90,185	92,135	5
27	85,176	87,144	89,114	91,086	93,055	4
28	86,028	88,015	90,007	91,999	93,986	3
29	86,889	88,896	90,908	92,918	94,927	2
30	87,756	89,785	91,816	93,848	95,875	1
31	88,635	90,684	92,733	94,786	96,834	0

APPENDIX E

2013-14 Salary Schedule with Board paid TRS (9.4%)

Step	6 BA	7 BA +8	8 BA +16	9 BA +24	10 MA	Years to Max
1	39,941	41,738	43,536	45,333	47,130	30
2	41,738	43,536	45,333	47,130	48,928	29
3	43,536	45,333	47,130	48,928	50,725	28
4	45,333	47,130	48,928	50,725	52,522	27
5	47,130	48,928	50,725	52,522	54,320	26
6	48,928	50,725	52,522	54,320	56,117	25
7	50,725	52,522	54,320	56,117	57,914	24
8	52,522	54,320	56,117	57,914	59,712	23
9	54,320	56,117	57,914	59,712	61,509	22
10	56,117	57,914	59,712	61,509	63,306	21
11	57,914	59,712	61,509	63,306	65,104	20
12	59,712	61,509	63,306	65,104	66,901	19
13	61,509	63,306	65,104	66,901	68,699	18
14	61,509	65,104	66,901	68,699	70,496	17
15	61,509	65,104	66,901	70,496	72,293	16
16	61,509	65,104	66,901	70,496	74,091	15
17	61,509	65,104	66,901	70,496	74,091	14
18	62,123	65,755	67,569	71,202	74,832	13
19	62,745	66,414	68,246	71,916	75,578	12
20	63,373	67,078	68,927	72,632	76,335	11
21	64,004	67,750	69,616	73,361	77,099	10
22	64,646	68,426	70,313	74,094	77,867	9
23	65,291	69,109	71,015	74,834	78,647	8
24	65,946	69,802	71,726	75,581	79,435	7
25	66,606	70,499	72,443	76,338	80,231	6
26	67,273	71,203	73,168	77,101	81,032	5
27	67,945	71,918	73,900	77,870	81,843	4
28	68,626	72,634	74,638	78,649	82,662	3
29	69,312	73,363	75,384	79,437	83,487	2
30	70,003	74,096	76,138	80,233	84,322	1
31	70,701	74,836	76,898	81,034	85,166	0

APPENDIX E

2013-14 Salary Schedule with Board paid TRS (9.4%)

Step	6 MA +8	7 MA +16	8 MA +24	9 MA +32	10 MA +40	Years to Max
1	48,928	50,725	52,522	54,320	56,117	30
2	50,725	52,522	54,320	56,117	57,914	29
3	52,522	54,320	56,117	57,914	59,712	28
4	54,320	56,117	57,914	59,712	61,509	27
5	56,117	57,914	59,712	61,509	63,306	26
6	57,914	59,712	61,509	63,306	65,104	25
7	59,712	61,509	63,306	65,104	66,901	24
8	61,509	63,306	65,104	66,901	68,699	23
9	63,306	65,104	66,901	68,699	70,496	22
10	65,104	66,901	68,699	70,496	72,293	21
11	66,901	68,699	70,496	72,293	74,091	20
12	68,699	70,496	72,293	74,091	75,888	19
13	70,496	72,293	74,091	75,888	77,685	18
14	72,293	74,091	75,888	77,685	79,483	17
15	74,091	75,888	77,685	79,483	81,280	16
16	75,888	77,685	79,483	81,280	83,077	15
17	77,685	79,483	81,280	83,077	84,875	14
18	78,464	80,277	82,092	83,908	85,724	13
19	79,248	81,082	82,913	84,747	86,581	12
20	80,041	81,892	83,743	85,595	87,448	11
21	80,842	82,710	84,580	86,451	88,321	10
22	81,650	83,537	85,427	87,316	89,206	9
23	82,467	84,372	86,281	88,188	90,095	8
24	83,291	85,217	87,143	89,070	90,998	7
25	84,123	86,070	88,016	89,960	91,907	6
26	84,966	86,929	88,895	90,860	92,826	5
27	85,815	87,799	89,783	91,767	93,753	4
28	86,674	88,677	90,682	92,687	94,691	3
29	87,542	89,564	91,589	93,613	95,639	2
30	88,416	90,459	92,504	94,550	96,594	1
31	89,301	91,364	93,428	95,495	97,560	0

Men's Athletics

APPENDIX F

Men's Athletics		APPENDIX F										
				2011-2012				2012-2013				
		Experience		0-3	4-6	7-8	9+					
SPORT	Pts	Total Assigned	ASSIGNMENT	years STEP I	years STEP II	years STEP III	years STEP IV	Pts	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
Trainer		5	Trainer	10980	11199	12042	12702		10980	11199	12042	12702
Asst. Trainer		5	Asst. Trainer	6494	6625	7155	7324		6494	6625	7155	7324
Football	46	5	Head Varsity	6035	6698	7032	7473	48	6297	6989	7338	7798
Football	46	10	Asst. Varsity	3879	4306	4522	4751	48	4047	4493	4718	4958
Football	46	5	Jr. Varsity	3879	4306	4522	4751	48	4047	4493	4718	4958
Football	46	5	Head Sophomore	3879	4306	4522	4751	48	4047	4493	4718	4958
Football	46	10	Asst. Sophomore	3232	3590	3770	3962	48	3372	3746	3934	4134
Football	46	5	Head Freshman	3879	4306	4522	4751	48	4047	4493	4718	4958
Football	46	10	Asst. Freshman	3232	3590	3770	3962	48	3372	3746	3934	4134
Football	85	8	Head MS	2290	2542	2668	2836	85	2290	2542	2668	2836
Football	85	8	Asst. MS	1994	2214	2324	2443	85	1994	2214	2324	2443
Cross Country	28	5	Head Varsity	3673	4077	4281	4549	29	3805	4222	4434	4711
Basketball	46	5	Head Varsity	6035	6698	7032	7473	46	6035	6698	7032	7473
Basketball	46	5	Jr. Varsity	3879	4306	4522	4751	46	3879	4306	4522	4751
Basketball	46	5	Head Sophomore	3879	4306	4522	4751	46	3879	4306	4522	4751
Basketball	46	5	Asst. Sophomore	3232	3590	3770	3962	46	3232	3590	3770	3962
Basketball	46	5	Head Freshman	3879	4306	4522	4751	46	3879	4306	4522	4751
Basketball	46	5	Asst. Freshman	3232	3590	3770	3962	46	3232	3590	3770	3962
Basketball	78	8	Head MS	2101	2332	2448	2602	78	2101	2332	2448	2602
Basketball	78	8	Asst. MS	1830	2032	2133	2242	78	1830	2032	2133	2242

Men's Athletics				2011-2012				2012-2013				
			Experience	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV		0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
SPORT	Pts	Total Assigned	ASSIGNMENT					Pts				
Swimming	31	5	Head Varsity	4067	4514	4739	5036	31	4067	4514	4739	5036
Swimming	31	5	Asst. Varsity	2614	2902	3047	3202	31	2614	2902	3047	3202
Wrestling	42	5	Head Varsity	5510	6115	6421	6823	43	5641	6261	6574	6986
Wrestling	42	5	Jr. Varsity	3541	3932	4129	4338	43	3626	4025	4227	4441
Wrestling	42	5	Head Sophomore	3541	3932	4129	4338	43	3626	4025	4227	4441
Wrestling	42	5	Head Freshman	3541	3932	4129	4338	43	3626	4025	4227	4441
Wrestling		8	+MS									
Wrestling		8	+Asst. MS									
Baseball	39	5	Head Varsity	5116	5678	5962	6336	40	5248	5824	6115	6498
Baseball	39	5	Head Sophomore	3288	3651	3834	4028	40	3373	3744	3932	4132
Baseball	39	5	Head Freshman	3288	3651	3834	4028	40	3373	3744	3932	4132
Golf	26	5	Head Varsity	3411	3786	3975	4224	26	3411	3786	3975	4224
Tennis	30	5	Head Varsity	3936	4368	4586	4874	30	3936	4368	4586	4874
Gymnastics	33	5	Head Varsity	4329	4805	5045	5361	33	4329	4805	5045	5361
Gymnastics	33	5	Asst. Varsity	2783	3089	3244	3409	33	2783	3089	3244	3409

Men's Athletics				2011-2012				2012-2013				
SPORT	Pts	Total Assigned	Experience	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV	Pts	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
			ASSIGNMENT									
Track	38	5	Head Varsity	4985	5533	5809	6173	41	5379	5970	6268	6661
Track	38	10	Asst. Varsity	3204	3557	3735	3925	41	3457	3838	4030	4235
Track		8	+Head MS									
Track		8	+Asst. MS									
Soccer	32	5	Head Varsity	4198	4659	4892	5199	32	4198	4659	4892	5199
Soccer	32	5	Asst. Varsity	2698	2996	3146	3305	32	2698	2996	3146	3305
Volleyball	30	5	Head Varsity	3936	4368	4586	4874	31	4067	4514	4739	5036
Volleyball	30	5	Asst. Varsity	2530	2808	2949	3099	31	2614	2902	3047	3202
Volleyball	78	8	Head MS	2101	2332	2448	2602	78	2101	2332	2448	2602
Volleyball	78	8	Asst. MS	1830	2032	2133	2242	78	1830	2032	2133	2242
Bowling	26	5	Head Varsity	3411	3786	3975	4224	27	3542	3931	4128	4386

Women's Athletics			Experience	2011-2012				2012-2013				
SPORT	Pts	Total Assigned		0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV	Pts	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
Basketball	46	5	Head Varsity	6035	6698	7032	7473	46	6035	6698	7032	7473
Basketball	46	5	Head Sophomore	3879	4306	4522	4751	46	3879	4306	4522	4751
Basketball	46	5	Head Freshman	3879	4306	4522	4751	46	3879	4306	4522	4751
Basketball	78	8	Head MS	2101	2332	2448	2602	78	2101	2332	2448	2602
Basketball	78	8	Asst. MS	1830	2032	2133	2242	78	1830	2032	2133	2242
Swimming	31	5	Head Varsity	4067	4514	4739	5036	31	4067	4514	4739	5036
Swimming	31	5	Asst. Varsity	2614	2902	3047	3202	31	2614	2902	3047	3202
Track	37	5	Head Varsity	4854	5387	5657	6011	40	5248	5824	6115	6498
Track	37	5	Asst. Varsity	3120	3464	3637	3822	40	3373	3744	3932	4132
Track	37		+Head MS					40				
Track	37		+Asst. MS					40				
Gymnastics	36	5	Head Varsity	4723	5242	5504	5849	33	4329	4805	5045	5361
Gymnastics	36	5	Asst. Varsity	3036	3370	3539	3718	33	2783	3089	3244	3409
Gymnastics	36	8	+Head MS									
Gymnastics	36	8	+Asst. MS									
Golf	22	5	Head Varsity	2886	3203	3363	3574	24	3149	3494	3669	3899

Women's Athletics			Experience ASSIGNMENT	2011-2012				Pts	2012-2013			
SPORT	Pts	Total Assigned		0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV		0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
Tennis	28	5	Head Varsity	3673	4077	4281	4549	29	3805	4222	4434	4711
Badminton	26	5	Head Varsity	3411	3786	3975	4224	29	3805	4222	4434	4711
Bowling	26	5	Head Varsity	3411	3786	3975	4224	27	3542	3931	4128	4386
Softball	38	5	Head Varsity	4985	5533	5809	6173	40	5248	5824	6115	6498
Softball	38	5	Asst. Varsity	3204	3557	3735	3925	40	3373	3744	3932	4132
Softball	38	5	Head Freshman	3204	3557	3735	3925	40	3373	3744	3932	4132
Volleyball	32	5	Head Varsity	4198	4659	4892	5199	31	4067	4514	4739	5036
Volleyball	32	5	Jr. Varsity	2698	2996	3146	3305	31	2614	2902	3047	3202
Volleyball	32	5	Head Freshman	2698	2996	3146	3305	31	2614	2902	3047	3202
Volleyball	78	8	Head MS	2101	2332	2448	2602	78	2101	2332	2448	2602
Volleyball	78	8	Asst. MS	1830	2032	2133	2242	78	1830	2032	2133	2242
Soccer	33	5	Head Varsity	4329	4805	5045	5361	33	4329	4805	5045	5361
Soccer	33	5	Asst. Varsity	2783	3089	3244	3409	33	2783	3089	3244	3409
Cross Country	28	5	Head Varsity	3673	4077	4281	4549	29	3805	4222	4434	4711

Women's Athletics			Experience ASSIGNMENT	2011-2012				2012-2013				
SPORT	Pts	Total Assigned		0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV	Pts	0-3 years STEP I	4-6 years STEP II	7-8 years STEP III	9+ years STEP IV
Cheerleading	50	5	Head Varsity	6559	7280	7644	8123	54	7084	7862	8256	8773
Cheerleading	50	5	Asst. Varsity	4216	4681	4915	5165	54	4553	5055	5308	5578
Dance	47	5	Head Varsity	6165	6843	7185		47	6166	6843	7185	7636

+Any extra duty positions on which a waiver was in effect for the 1979-80 Agreement shall continue to be in effect for the 2011-2014 Agreement

The total number to be assigned for High School and Middle School sports represents the number of High Schools and Middle Schools in the District. These numbers will increase as the number of High Schools and Middle Schools increase. For example, the number to be assigned for Head Varsity Football is five (5). When the number of High Schools increases to six (6), the number to be assigned will increase to six (6).

The stipend for each sport is arrived at by multiplying the point value times the applicable dollar amount. The criteria used to determine the point values was determined by the ETA and the District. Current values reflect: length of season, number of participating athletes, number of contest dates, weekend variables, number of levels of competition, equipment and preparation, responsibility for safety, and numbers of assistant coaches.

MEN'S SPORTS			WOMEN'S SPORTS		
<i>Sport</i>	2011-2012 <i>Point Total</i>	2012-2013 <i>Point Total</i>	<i>Sport</i>	2011-12 <i>Point Total</i>	2012-2013 <i>Point Total</i>
Baseball	39	40	Badminton	26	29
Basketball	46	46	Basketball	46	46
Bowling	26	27	Bowling	26	27
Cross Country	28	29	Cheerleading	50	54
Football	46	48	Cross Country	28	29
Golf	26	26	Dance	47	47
Gymnastics	33	33	Golf	22	24
Soccer	32	32	Gymnastics	36	33
Swimming	31	31	Soccer	33	33
Tennis	30	30	Softball	38	40
Track	38	41	Swimming	31	31
Volleyball	30	31	Tennis	28	29
Wrestling	42	43	Track	37	40
			Volleyball	32	31

MIDDLE SCHOOL			
<i>Sport</i>	<i>Point Total</i>	<i>Point Total</i>	
Basketball – Boys & Girls	78	78	
Football	85	85	
Volleyball	78	78	

MIDDLE SCHOOL COACHING

Middle School athletic coaches will be assigned per building, according to the following formula:

Volleyball	1 to 24	One coach per grade level
	25 to 36	Three coaches
	37 and up	Four coaches
Basketball	1 to 24	One coach per grade level
	25 to 48	Three coaches
	49 and up	Four coaches
Football	1 to 20	One coach per grade level
	21 to 40	Three coaches
	41 and up	Four coaches

Multipliers used for calculating relevant stipend:

ASSIGNMENT	2011 - 2012, 2012 - 2013				2013 - 2014			
	STEP I	STEP II	STEP II	STEP IV	STEP I	STEP II	STEP II	STEP IV
Head Varsity	131.19	145.60	152.88	162.46	132.17	146.69	154.03	163.68
Asst. Varsity	84.32	93.61	98.30	103.29	84.95	94.31	99.04	104.06
Jr. Varsity	84.32	93.61	98.30	103.29	84.95	94.31	99.04	104.06
Head Sophomore	84.32	93.61	98.30	103.29	84.95	94.31	99.04	104.06
Asst. Sophomore	70.25	78.04	81.95	86.12	70.78	78.63	82.56	86.77
Head Freshman	84.32	93.61	98.30	103.29	84.95	94.31	99.04	104.06
Asst. Freshman	70.25	78.04	81.95	86.12	70.78	78.63	82.56	86.77
Head MS	26.94	29.90	31.39	33.36	27.14	30.12	31.63	33.61
Asst. MS	23.46	26.05	27.34	28.74	23.64	26.25	27.55	28.96

Teachers who had credited experience in one general classification, i.e., football coaching, cannot count that experience applicable to another duty assignment such as basketball.

The District shall pay the teacher's retirement equal to 0.103753 on all athletic and non-athletic stipends.

2011-2012						2012-2013						2013-2014		
EXTRA DUTIES		Experience	0-3 years	4-7 years	8+ years	EXTRA DUTIES		Experience	0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years
Activity	Total Assigned	Level	STEP I	STEP II	STEP III	Activity	Total Assigned	Level	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
Ticket Manager	5	High School	4515	4991	5243	Ticket Manager	5	High School	4986	5512	5799	5023	5553	5842
Chess Team	5	High School	1736	2083	2189	Chess Team	5	High School	1736	2083	2189	1749	2099	2205
Class Sponsors	5	Seniors	1901	2381	2503	Class Sponsors	5	Seniors	1994	2498	2626	2009	2516	2645
Class Sponsors	5	Juniors	1430	1901	1997	Class Sponsors	5	Juniors	1500	1994	2095	1511	2009	2111
Class Sponsors	5	Sophomores	955	1053	1105	Class Sponsors	5	Sophomores	1002	1105	1159	1009	1113	1168
Class Sponsors	5	Freshman	902	989	1040	Class Sponsors	5	Freshman	946	1037	1091	953	1045	1099
Student Council	5	H. S. Head Sponsor	3324	3805	3994	Student Council	5	H. S. Head Sponsor	4047	4771	4988	4077	4807	5025
Student Council	5	+H.S. Asst. Sponsor				Student Council	5	+H.S. Asst. Sponsor						
Student Council	8	Middle School	3805	4750	4988	Student Council	8	Middle School	4047	4771	4988	4077	4807	5025
Yearbook	8	Middle School	1901	2381	2503	Yearbook	8	Middle School	1901	2381	2503	1915	2399	2522
Speech	5	Forensic (H.S.)	3324	3805	3994	Speech	5	Individual (HS) Group	3324	3805	3994	3349	3834	4024
Speech	5	Individual (H.S.)	1430	1901	1997	Speech	5	Interpretive (HS)	1430	1901	1997	1441	1915	2012
						Speech	5	Debate (HS)	1430	1901	1997	1441	1915	2012
Speech	8	Speech Festival (MS)	698	761	811	Speech	8	Speech Festival (MS)	698	761	811	703	767	817

2011-2012						2012-2013						2013-2014		
EXTRA DUTIES		Experience	0-3 years	4-7 years	8+ years	EXTRA DUTIES		Experience	0-3 years	4-7 years	8+ years	0-3 years	4-7 years	8+ years
Activity	Total Assigned	Level	STEP I	STEP II	STEP III	Activity	Total Assigned	Level	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
Scholastic Bowl			876	876	876	Scholastic Bowl			876	876	876	883	883	883
Drama	5	HS-Fall	1901	2381	2503	Drama	5	HS-Fall	1901	2381	2503	1915	2399	2522
Drama	5	HS-Winter	1901	2381	2503	Drama	5	HS-Winter	1901	2381	2503	1915	2399	2522
Drama	5	HS-Spring	1901	2381	2503	Drama	5	HS-Spring	1901	2381	2503	1915	2399	2522
						Drama	5	HS Tech Director (f/w/s)	380	476	501	383	480	504
Drama	8	MS- 3 Act Play	1308	1432	1529	Drama	8	MS- 3 Act Play	1308	1432	1529	1318	1443	1540
Drama	8	MS - 1 Act Festival	1308	1432	1529	Drama	8	MS - 1 Act Festival	1308	1432	1529	1318	1443	1540
National Honor Society	5	High School	955	1052	1105	National Honor Society	5	High School	955	1052	1105	962	1060	1113
Band	5	High School	3106	3292	3485	Band	5	High School	3501	3634	3859	3527	3661	3888
Orchestra	5	High School	1212	1258	1336	Orchestra	5	High School	1212	1258	1336	1221	1267	1346
Vocal Music	5	High School	1212	1258	1336	Vocal Music	5	High School	1212	1258	1336	1221	1267	1346
						Journalism	5	High School	1139	1189	1255	1148	1198	1264
						Bass Fishing	5	High School	1139	1189	1255	1148	1198	1264

Stipend may be split. The nature of these divisions shall be determined by the sponsors and the building principal.

* 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.

+Waived

MUSIC

HIGH SCHOOL	Experience TOTAL ASSIGNED	2012-2013			2013-2014		
		0-3 years STEP I	4-7 years STEP II	8+ years STEP III	0-3 years STEP I	4-7 years STEP II	8+ years STEP III
Band	5	3501	3634	3859	3527	3661	3888
	5	1212	1258	1336	1221	1267	1346
Orchestra							
Vocal	5	1212	1258	1336	1221	1267	1346
Music							

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

Middle School Intramurals

The 2011-12 \$6550 Middle School Intramural stipend shall be distributed as follows:

- \$1400 for 2 soccer coaches. The expectation would be 26 hours each to prepare for and conduct a soccer tournament. This is 1/3 of a MS basketball and volleyball coach stipend.
- \$713 added to 3 Act Play stipend with the expectation of 78 total hours
- The remaining \$4437 would provide 160 hours (\$27.73 per hour) per school for other activities that involve voluntary participation. The S/D Committees would be responsible distributing the hours.

The 2012-13 \$6583 Middle School Intramural stipend shall be distributed as follows:

- \$1400 for 2 soccer coaches. The expectation would be 26 hours each to prepare for and conduct a soccer tournament. This is 1/3 of a MS basketball and volleyball coach stipend.
- \$713 added to 3 Act Play stipend with the expectation of 78 total hours
- The remaining \$4470 would provide 160 hours (\$27.94 per hour) per school for other activities that involve voluntary participation. The S/D Committees would be responsible distributing the hours.

The 2013-14 \$6634 Middle School Intramural stipend shall be distributed as follows:

- \$1412 for 2 soccer coaches. The expectation would be 26 hours each to prepare for and conduct a soccer tournament. This is 1/3 of a MS basketball and volleyball coach stipend.
- \$718 added to 3 Act Play stipend with the expectation of 78 total hours
- The remaining \$4504 would provide 160 hours (\$28.15 per hour) per school for other activities that involve voluntary participation. The S/D Committees would be responsible distributing the hours.

Stipends for music include:

- A. *Band (High School)* - Summer Marching Band Camp, three (3) required concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision, Illinois Music Educators Music Festival participation/supervision, Homecoming parade, five (5) home football game performances, nine (9) basketball game performances, two parades and graduation.

- B. *Orchestra (High School)* - Three (3) concerts, Fox Valley Music Festival participation/supervision, Illinois High School Association Solo and Ensemble participation/supervision and Illinois Music Educators Association Festival participation/supervision and graduation.
- 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.
- D. Elementary Music Teachers, Middle School Band, Orchestra, and Vocal Music teachers will be paid for performances at the rate per hour as identified in Article 10.47 of this Agreement.
- E. Musicals –One-thousand nine hundred ninety two (\$1992) dollars shall be provided for each high school musical production in 2011-12. Such sum shall be divided by the instructors involved in cooperation with the principal. The sum shall be \$1992 for 2012-13 and two-thousand seven (\$2007) for 2013-14.
- F. Additional performances required beyond the regular school day will be paid at the rate per hour as identified in Article 10.47 of this Agreement. The teacher may waive compensation at his/her discretion for these additional performances.

ELEMENTARY EXTRA DUTIES

BATTLE OF THE BOOKS

\$701 per team for 2011-12 and 2012-13; \$706 per team for 2013-14

ASSIGNMENT	TOTAL # TO BE ASSIGNED	STEP I INDEX AMOUNT 0-3 years	STEP II INDEX AMOUNT 4-7 years	STEP III INDEX AMOUNT 8 and beyond
+SAFETY PATROL	Each	.03	.04	.05
+AFTER SCHOOL RECREATION	Elementary School	.06	.07	.08

ELEMENTARY EXTRA CURRICULAR PROGRAM

An elementary extracurricular program will be funded in each school during the term of the Agreement. The district committee organized to develop extracurricular program guidelines for use by the School/Department Committee will continue in its current role. Funds will be allocated per student per year as follows: \$12.17 for 2011-12; \$12.17 for 2012-13; and \$12.26 for 2013-14.

IMPLEMENTATION OF EXTRA PAY SCHEDULE FOR EXTRA DUTIES

1. Credited experience earned in one general classification cannot be used in another classification, i.e., experience as a football coach cannot be counted as experience for an extra duty assignment such as a basketball coach.
2. Experience outside District U-46 will be credited as follows:
 - (a) Full credit for first two years.
 - (b) Half credit for the next six years.
 - (c) Only experience in the activity to which a teacher is assigned will be credited for placement on the schedule.
3. Members of the bargaining unit will not be assigned to or be permitted to accept more than one paid duty for a period of time during which the duties would create an overlapping time commitment unless there was no other way to cover such duties.

Elementary and Middle School Supervision - .068

Supervision shall include but not be limited to bus duty, door duty, commons duty, playground duty/hall supervision. A position is equal to one-half (1/2) hour per day; not to extend into the beginning of the regular school day or not to begin prior to the end of the school day. Supervision shall be voluntary on the part of the teacher. The District may assign if there are no volunteers.

REALLOCATION OF APPENDIX F POSITIONS IN INDIVIDUAL BUILDINGS

Reallocation of Appendix F positions may be made in individual building programs (sport or activity) when student and/or conference participation does not warrant the number of coaches/sponsors indicated in the Agreement. Any reallocation will be approved by a building committee composed of the athletic director, principal and two coaches/sponsors selected by the Association. No athletic reallocation can be made without approval of the athletic council. For the purpose of reallocation of positions, eight (8) coaches/sponsors will indicate their agreement in writing to the athletic council. Reallocation positions will be reviewed annually.

PROGRAM REDUCTIONS

It is understood that Appendix F may be reduced in any year in which program reductions are made.

Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Central School Programs Coaching Stipend

The parties agree to convene a committee to address stipends for coaching volleyball, basketball and bowling in the Central School Programs.

Middle School Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review middle school athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Non-Athletic Stipends

The parties agree to appoint a joint committee composed of four (4) persons appointed by the Association, four (4) persons appointed by the District, and an ex officio member from Human Resources, to review non-athletic stipends. The committee will be charged with examining the equity in positions listed in Appendix F and making recommendations for adjustments in points.

Summary

The above program will be subject to review every two years. Recommendation for changes will be within the framework of the financial parameters established in bargaining for any particular year.

SIDE LETTERS

Class Size

During the course of negotiations for the 2011-2014 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.

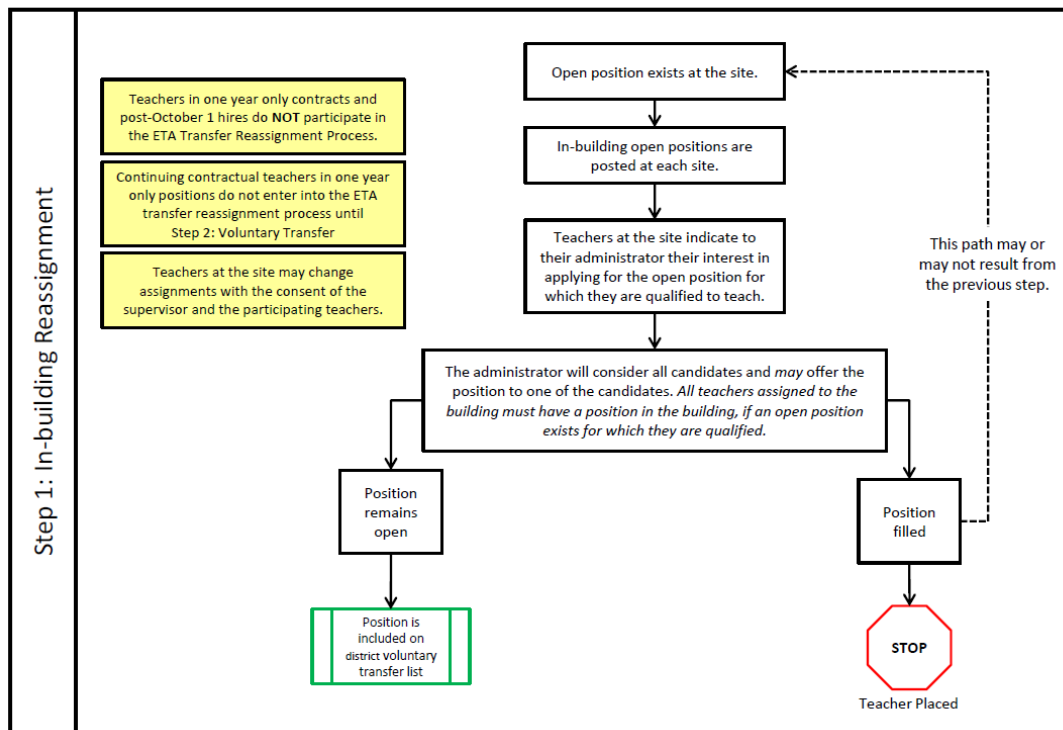
The provisions of this side letter shall be subject to the grievance and arbitration procedure set forth in the parties' 2011-2014 Agreement.

MEMORANDUM OF UNDERSTANDING

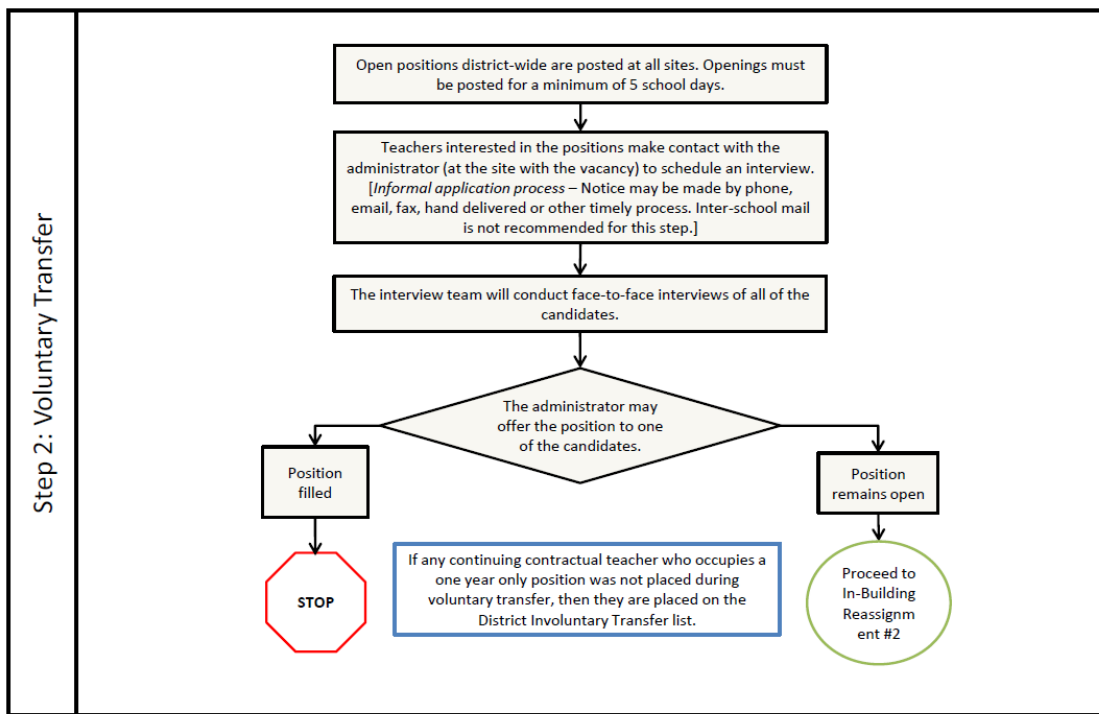
TITLE I, FLOWCHART

The District agrees to move the Title I teachers to the building list in accordance with the Memorandum dated December 11, 2006 for the start of the 2008-09 school year. It is agreed that the Flowchart presented in negotiations would continue as a source of direction on transfer/IVT/recall of RIF'd teachers.

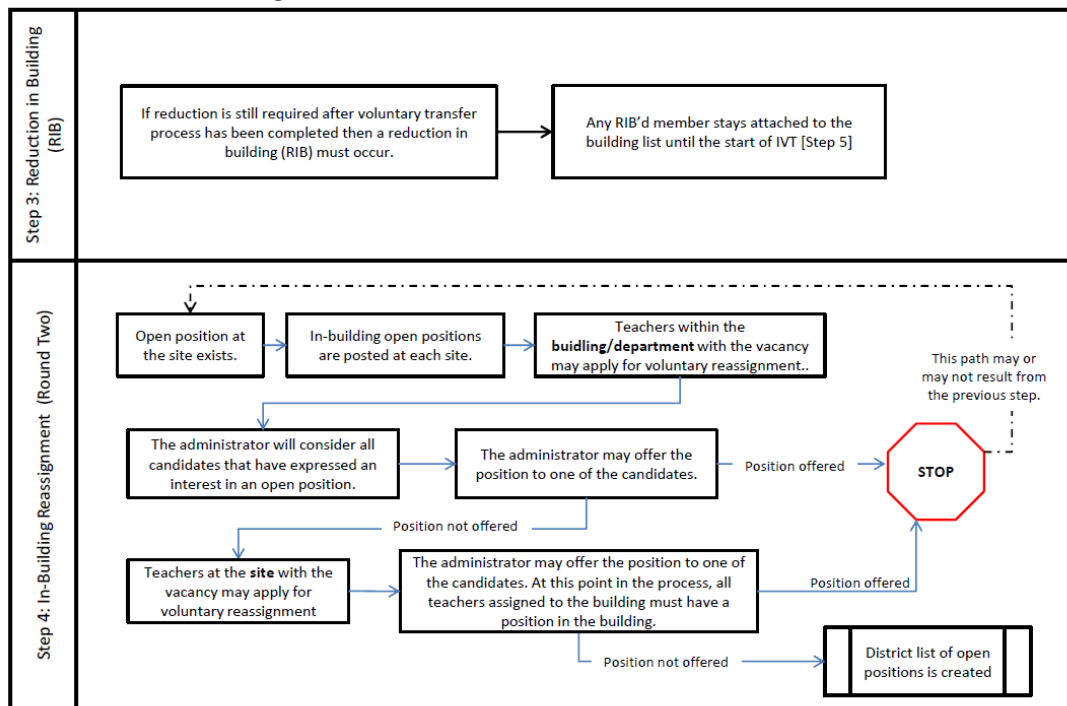
ETA Transfer Reassignment Process



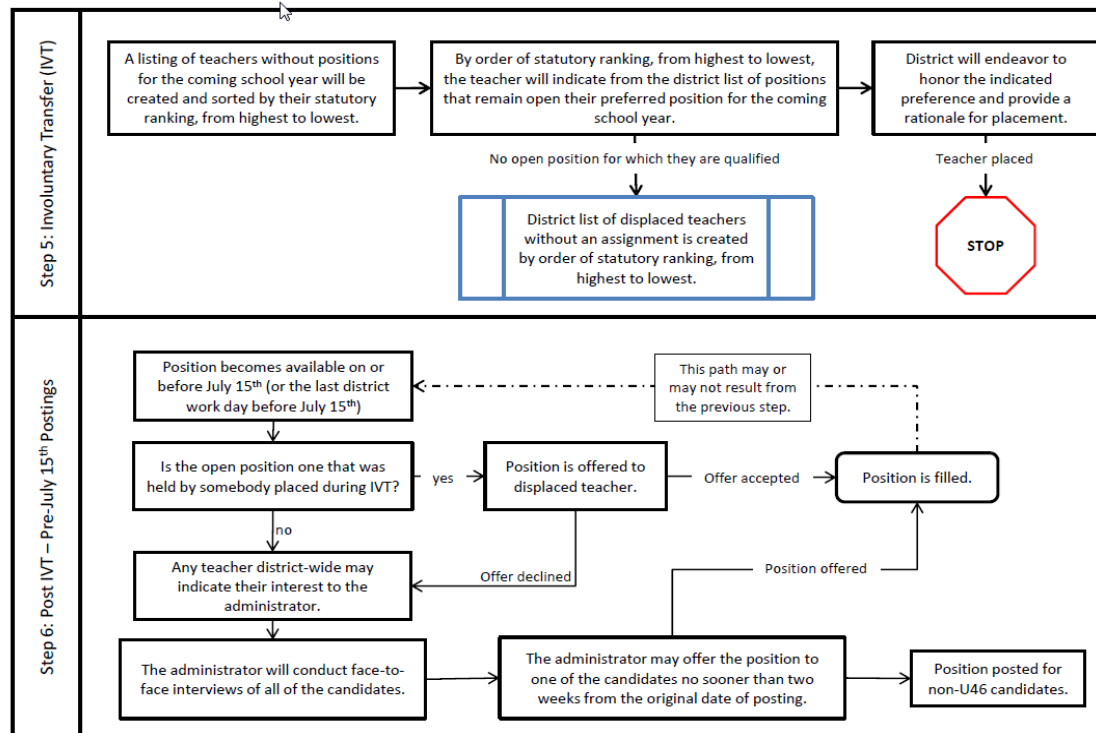
ETA Transfer Reassignment Process



ETA Transfer Reassignment Process



ETA Transfer Reassignment Process



Memorandum of Understanding

Time Audit

Jointly the District and ETA agree to consider the implementation of an external audit to determine whether the District and its teachers best allocate time as a resource to positively impact student achievement. The recommendations of the audit shall act as the basis for the consideration of modifications or changes.

Memorandum of Understanding

Para-Educator Intervention Team (PIT)

During negotiation of the 2011-2014 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).

Memorandum of Understanding

Association Teacher-Leader Liaisons with the District

During the pendency of this Agreement, there will be at least one FTE release for a Teacher-leader defined as a certified and highly qualified classroom teacher that is part-time in the classroom teacher and part-time release in order to perform other leadership duties related to this position. This teacher(s) will participate in and advise the Superintendent designated curriculum leaders regarding issues related to curriculum and instruction, and act as a liaison between the Association and said administrators. The liaison(s) duties may include such areas as the use and distribution of grant money, new academic initiatives, purchase of new district instructional materials, and new intervention and instructional positions.

The Association and the District will jointly create the job description and the posting. Interviewing will be conducted jointly and their resulting recommendation will be forwarded to the Board of Education. The duration of the position(s) shall be no more than three years. No Teacher-leader shall serve more than three years in the position(s).

Memorandum of Understanding

Early Childhood

During the course of negotiations leading to the 2007-2010 negotiated Agreement, extensive discussion was had on Early Childhood programs and funding. Both parties understand that due to the grant-funded nature of this program, it is difficult to set parameters on negotiated terms and conditions of employment regarding early childhood teachers. The parties did discuss topics related to parent/teacher conferences, teacher home visits, bus stipends and family activities. The parties agree that for the duration of this Agreement, teachers shall not be required to engage in after school family activities unless required by any grants. The parties also agree that there will be an effort to schedule 8 days during the 2008-2009, 2009-2010 school years for home visits for “at-risk” classes, if such days are needed based upon class size of 36-40 students. The parties further agree that subject to any grant requirements, there shall only be one parent/teacher conference required for each student.

Memorandum of Understanding

Evaluation Plan

During the course of discussions leading to the creation and implementation of the Evaluation Plan, the parties had significant conversations about the purpose and intent of the Plan. Those ideals, which were embodied in the values of the plan, promote inclusion and participation. As a result, the parties agree that the purpose, values and beliefs statements will not be grievable.

As well, in the spirit of cooperation, participants who attempt to use the procedural aspects of the Plan mutually agree to evade, delay or frustrate the intent of the Plan shall not be supported.

Memorandum of Understanding

Continuum of Services Special Education

During the course of negotiations of the 2010-2011 Elgin Agreement, there were discussions regarding continuum of special education services, an examination of caseloads on special education teachers, and allotment of resources available to special education to address issues related to class management. As a result of these discussions it was agreed that the Special Education Committee would examine the issues of caseloads and continuum of special education services and provide any reports on such issues to the Superintendent for consideration.

It was also agreed that an allotment of a minimum of one Para-Educator Intervention Team (PIT) member will be employed for the 2010-11 school year.

Memorandum of Understanding

Teacher Shortage

During the course of discussions of the 2007-2010 Elgin Agreement, the parties discussed the issues of teacher shortage area within the District. As a result of these discussions it was agreed that teacher shortages in specialized areas such as bilingual education and special education have created a need to jointly explore options to attracting and retaining individuals in these areas. The parties agreed to jointly create a committee to explore options to attracting and retaining teachers in shortage areas and bring a recommendation back to the Superintendent.

Memorandum of Understanding

Transformation Task Force

During the course of 2011-2012 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 14 calendar 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 2011-2012 Bargaining Teams, and at least one representative for each 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 entire Task Force will be co-chaired by the administration and the ETA. The co-chairs will be selected by the Steering Committee. The Steering Committee will determine the representation of the entire Task Force. All decisions will be made by consensus.

Task Force Committee

The Task Force will meet within 15 calendar 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 entire 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 2011-2014 Agreement.

The values and beliefs shall include the following:

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

Timeline

The Task Force will provide an interim report to the U-46 Board of Education and the Elgin Teachers Association Representative Assembly in September 2012. The interim report will include an update on the Task Force's review of both student contact time and teacher collaboration. It shall also include the values and beliefs to guide the implementation and operation of the teacher collaboration time.

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. Within 30 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 17, 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:

Middle School: 250 minutes per day, supervision shall not exceed one class period per day. The district will endeavor to place the additional minutes immediately before the start of, or during, the student day.

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.

Memorandum of Understanding

Group 2 Rating Review

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.

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 60 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.

Memorandum of Agreement

Teacher Feedback about Building/Program Performance

During the bargaining of the 2011-2014 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.

Memorandum of Understanding

Veteran's Day Observance

During the course of bargaining of the 2011-2014 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 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; 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.

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